

## **Personal Banking General Terms and Conditions**

Current Accounts and Savings Accounts  
(Including Cash ISAs, Notice Accounts and Fixed Term Deposits)

Effective from 13 January 2018



**Contents**

**Section 1: UBL UK Terms of Business**

UBL UK Information and Contact Details	Page 4
Marketing and Data Protection	Page 4
Checking Your Identity and Fraud Checks	Page 4-5
Complaints and the Financial Ombudsman Service	Page 5

**Section 2: Personal Banking General Terms and Conditions**

Meaning of Words	Page 7
Eligibility for an Account	Page 7-8
Specific Conditions	Page 8
Joint Accounts	Page 8
Security and how to protect your Account	Page 8-9
Third Party Mandates	Page 10
Classification of Accounts	Page 10
Payments to and from the Account	Pages 10-12
Cheques	Page 12-13
Payment Execution Times	Page 13
Exchange Rates	Page 13-14
Cancelling or Changing a Payment	Page 14
Refusal of Payments	Page 14
Refunds	Page 14-15
Borrowing and Overdrafts	Page 15
Charges	Page 15
Interest Rates	Page 15
Statements	Page 15
Alerts and Notifications	Page 15-16
Changes to the Terms and Conditions	Page 16-17
Changes to Interest Rates	Page 17
Closing your Account	Page 17-18
Communicating with You	Page 18
FSCS	Page 18
Dormant Accounts	Page 18-19
Set-Off	Page 19
Enforcement Costs	Page 19
Transferring Rights	Page 19
Third Party Rights	Page 19
Intellectual Property	Page 19
Unavailability of Services	Page 19
Force Majeure	Page 19
Entire Agreement	Page 19
Taxation	Page 19-20
Jurisdiction and Governing Law	Page 20

**Section 1:**  
**UBL UK Terms of Business**

### Information about UBL UK and our contact details

United Bank UK and UBL UK are trading names of United National Bank Limited (“UBL UK”) which is registered with the Registrar of Companies in England and Wales as a limited liability company, company number 4146820.

UBL UK’s Head Office address is: United National Bank Limited, 2 Brook Street, Mayfair, London W1S 1BQ.

You can contact us by telephone on (+44) 0121 753 6000, by email to [info@ubluk.com](mailto:info@ubluk.com) or through our website at [www.ubluk.com](http://www.ubluk.com). A list of our branches can be found on our website. UBL UK is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority and registered on the Financial Services Register of the FCA under Firm Reference No. 207381. UBL UK is also a member of the Financial Services Compensation Scheme (FSCS). Further details of the FSCS can be found in Clause 22 below.

### Confidentiality

We will treat all Personal Information which we receive and hold on you and in relation to your Account as private and confidential (even after you are no longer an Account holder with UBL UK).

We will not disclose Personal Information including information about your relationship with us unless we or our associated companies, service providers or agents acting on our behalf are legally required to do so or the disclosure of that Personal Information is made at your request or with your consent.

When using UBL UK payment services you provide consent to UBL UK to use your data. You have the option of withdrawing this consent by contacting us, but as a result we will stop providing payment services to you. If you do withdraw consent UBL UK may still use your data where lawful ground is granted to do so.

If you hold a Joint Account with us, in the event of death of one of the Joint Account holders, UBL UK may share information about the Account with the deceased’s personal representative.

You should not share Personal Information about someone else (such as a joint applicant or Joint Account holder) without their permission. We may share information with Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs). You can request information on which CRAs and FPAs we have used to assess your eligibility for any Accounts so you can get a copy of your details from them.

### Marketing and Data Protection Using your Personal Information

When you apply to open an Account with us, we will need to keep certain information about you. We may use all the information you give to us or we hold on you to run the Account(s) or service(s) and for administration purposes. We may also use your information to help us develop and improve our products and services. We will keep information about you after your Account(s) closes.

### Sharing your personal information

We may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a CHAPS payment or a foreign payment. Those organisations may process and store your Personal Information abroad and may have to disclose it to foreign authorities (including those outside the EEA, in which case your Personal Information may not be protected to standards similar to those in the UK), for example to help them fight crime and terrorism.

We may also give essential information about your Account(s) and cards (if any) to others if needed to run your Account(s) and or renew your Account for regulatory purposes.

### Your marketing preferences

We may contact you to find out what you think of us through market research.

Unless you have previously informed us of not wanting to be contacted, we, other UBL group companies, and associated companies would also like to use your information to tell you by letter, phone, or electronic media (including email and SMS) about any other accounts and services which we think may interest you.

You can change your preferences at any time. Unless you have said otherwise, by continuing with the application, you agree to us contacting you using any of the methods mentioned above.

### Access to your information

The Data Protection Act 1998 gives you have the right to see certain records we hold about you if you pay a fee (details included in our Personal Account Schedule of Charges). For personal information queries and requests, please write to our Central Operations Customer Services Department at the following address:

Central Operations Customer Services United Bank UK  
391-393 Stratford Road, Sparkhill, Birmingham, B11 4JZ

### Checking your identity and fraud checks

Before we can open your Account(s), we are required by UK legislation to verify your identity, and any others on whose behalf you are acting. In order to prevent or detect fraud, money laundering or other criminal activity (together we refer to this as “fraud”) we will check and share the information provided in the application or at any stage with fraud prevention agencies, and may make searches at credit reference agencies who will supply us with information about your identity. Scoring methods may be used to check your identity. A record of this process will be kept that may be used to help other companies to check your identity. If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies, such as the police, may search and use this information.

In connection with our credit services (for example loans and overdrafts), we may search and use the records held by credit reference and fraud prevention agencies to prevent and investigate crime, fraud and money laundering and for example:

- to check details on applications for credit and credit related or other facilities,
- to verify your identity if you or your financial associate applies for other facilities,
- to manage credit and credit related accounts or facilities,
- to recover debt and trace your whereabouts.

We may also search and use our internal records for these purposes and we may search and use from other countries the information recorded at fraud prevention agencies.

A financial link between joint applicants or between you and any named partner, spouse or individual will be created at the credit reference agency. This will link your financial records, including previous and subsequent names, where each will be taken into account in all future applications by either or both of you. If you already have a financial association we will assess your application on this basis. This situation will continue until one of you successfully files for a 'disassociation' at the credit reference agency.

We will also pass details about you and how you manage your Account (if your application is successful) to credit reference agencies. You understand that this will include if you fail to make agreed payments into your Account (even if you stay within the agreed credit limit or Approved Overdraft limit, if applicable) and that this information may affect your ability to get credit.

### Complaints and the Financial Ombudsman Service

#### What should you do?

Whichever way you choose to contact us, we will investigate your complaint in full and try to resolve it as quickly as we can.

#### In person

Visit any of our branches and talk to one of our team.

Your local branch address can be found - [www.ubluk.com/branch](http://www.ubluk.com/branch)

#### In writing to:

Complaints  
United Bank UK  
391-393 Stratford Road  
Birmingham  
B11 4JZ

#### By phone:

0800 218 2266

#### Online:

Email - [cops@ubluk.com](mailto:cops@ubluk.com)

Website - [www.ubluk.com/contactus](http://www.ubluk.com/contactus) (Feedback through 'Contact Us')

#### What will we do?

We will:

- Investigate your complaint and do our best to resolve it.
- Acknowledge your complaint within 5 business days of the date on which your complaint was received.
- Provide you with a final response letter to your complaint, within 15 business days of the date on which your complaint was received.

If for any reason we cannot do so, a holding response will be sent to you detailing the reasons for the delay and when the resolution will occur. The final response will then be issued within 35 business days of the date on which your complaint was received.

### The Financial Ombudsman Service

If for any reason we have not been able to resolve your complaint within 35 business days or you are not satisfied with the outcome of your complaint, you may take the matter further by contacting the Financial Ombudsman Service (FOS).

FOS is an independent organisation that helps to resolve complaints that consumers, small businesses and financial businesses have not been able to resolve between themselves. You will however need to do this within 6 months of receiving our Final Response Letter.

You can contact FOS in the following ways:

#### In writing to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

#### By phone:

0800 023 4567 or 0300 123 9 123

#### Online:

Website - [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email - [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Leaflets entitled 'your complaint and the ombudsman' can be obtained from all UBL UK branches.

**Section 2: Personal Banking  
General Terms and Conditions**

## Section 2: Personal Banking General Terms and Conditions

These Personal Banking General Terms and Conditions explain our obligations to you and your obligations to us and apply to all of our products and services but may be added to or varied by specific conditions relating to the product which you are using ("Specific Conditions"). Together, the Personal Banking General Terms and Conditions, Personal Banking Specific Terms and Conditions and Personal Account Schedule of Charges comprise the Agreement between you and us for the provision of the products and services you have selected. Please note that some of the following terms only apply to Payment Accounts. You should check the Specific Conditions to determine whether your Account is a Payment Account or Non-Payment Account. If any Personal Banking Specific Terms and Conditions contradict the Personal Banking General Terms and Conditions, then the Specific Conditions will apply.

Please carefully read the Personal Banking General Terms and Conditions and the Personal Banking Specific Terms and Conditions that apply to your Account(s), and keep this Agreement in a safe place for your future reference.

You may request a copy of these Personal Banking General Terms and Conditions or the terms applying to any Account at any time by contacting our Central Operations Customer Services Department, or visiting [www.ubluk.com](http://www.ubluk.com) to access our Terms and Conditions on our website.

### Meaning of words:

In this Agreement the following definitions apply:

**"Account"** means any account opened in your name by us;

**"Business Day"** means Monday to Friday excluding UK Bank Holidays;

**"Cash ISA"** means an Account opened with us and managed in accordance with the ISA Regulations where money is placed with us for a fixed period and for a fixed rate of interest where there are limits on how much can be saved each year;

**"Current Account"** means an Account for day to day use where you can pay in and withdraw money at any time without giving notice, through a branch, using a debit card, cheque and/or electronically;

**"Debit Card"** means a card issued in conjunction with our Current Account which allows you to make payments and withdrawals from the account together with your PIN/Security Details;

**"Direct Debit"** means a transaction which is initiated by the payee on the basis of consent given by you to the payee, to the payee's payment service provider to debit your Account for a payment to be made;

**"Fixed-Term Deposit"** means an Account where money is placed with us for a fixed period and has special terms including with regard to the rate of interest paid and limitation on withdrawals;

**"Foreign Cheques"** mean a cheque 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);

**"Interest Rate Sheet"** means the document available from UBL UK branches and on our website containing details of the interest rates and minimum/maximum balance applicable to Accounts, which may be updated from time to time;

**"ISA Regulations"** means the Individual Savings Account Regulations 1998 (as amended from time to time);

**"Joint Account"** means an Account opened in the name of more than one person each of whom is responsible (both individually and together) for the obligations contained in this Agreement;

**"NetBanking"** means UBL UK's online banking services;

**"Notice Account"** means an Account on which you must give notice before withdrawing any money;

**"Non-Payment Account"** means an Account which has restrictions on money being paid in and out and through which Payment Transactions are not usually executed, such as Savings Accounts and Fixed Term Deposits;

**"Overdraft"** means a credit facility where UBL UK allows you to draw more money (including but not limited to withdrawals by cheque, ATM or bank transfer) than is standing to the credit of your Account so that you will owe UBL UK the overdrawn amount as a debt. Overdrafts are either an **"Approved Overdraft"** which is an Overdraft of a set amount which we agree you can overdraw your Account by, prior to the Account going into debit or an **"Unapproved Overdraft"** which is an Overdraft where we have not given our approval and consent to your Account going into debit;

**"Payment Account"** is an Account through which Payment Transactions may be executed and does not have restrictions on how money is paid in or out of the Account, such as a Current Account;

**"Payment Instruction"** means any instruction given by you to us whether in writing, by using a debit card (or other Payment Instrument), electronically or by any other permitted means that we inform you of, requesting the execution of a Payment Transaction;

**"Payment Instrument"** means any Debit Card, cheque book, or online NetBanking arrangements used for operating an Account;

**"Payment Transaction"** means an act, initiated by either the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;

**"Personal information"** means information about you that UBL UK has received from you and others including but not limited to: your name, address, account details and details of payments made in and out of your Account;

**"Personal Account Schedule of Charges"** means the list of charges we may apply to certain Accounts which will be notified to you specifically through documents and notifications relating to each of these Accounts;

**"Savings Account"** means an Account bearing interest other than a Fixed-Term Deposit, Notice Account or Cash ISA;

**"Security Details"** means the processes or security procedures we may ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs") (all of which are known only to you), to make an instruction or confirm your identity or make Payment Instructions, and which may be used in combination with a Payment Instrument;

**"Standing Orders"** means an instruction by you to us to set up and pay regular amounts at regular intervals to a payee's bank;

**"UNB", "UBL UK", "United Bank UK", "we" "our" or "us"** means United National Bank Limited;

**"You" or "your"** means the named holder of each Account and, in the case of a Joint Account, each of the Joint Account holders.

### Eligibility for an Account

1.1 There are some requirements you must meet for us to be able to open an Account for you which are:

1.1.1 Unless the Personal Banking Specific Terms and Conditions state otherwise, you must be a permanent resident in the UK (excluding

the Channel Islands and the Isle of Man) and retain a permanent residential address in the UK.

- 1.1.2 If age limits or deposit limits apply to your Account, then this will be communicated to you at the time of Account opening and in the Personal Banking Specific Terms and Conditions related to your Account
- 1.1.3 You must not use the Account for business purposes.
- 1.1.4 You can only maintain one Account of each product type in your name or a second account with a Joint Account holder.
- 1.1.5 You must provide us with any evidence which we require to be satisfied of your identity. We will inform you of the information or identification we require to open the type of Account that you require
- 1.2 We may open sole or Joint Accounts and provide such services and benefits including Overdrafts as agreed with you.
- 1.3 You can open an Account with us by post or by visiting one of our branches by providing the documents we request to verify your identity.
- 1.4 We may also offer the option for you to open some Accounts online. The Personal Banking Specific Terms and Conditions relating to your Account will state if you can do so.

## **2. Joint Accounts**

- 2.1 Some of our Accounts can have two or more Joint Account holders. Details of these Accounts are given in the Personal Banking Specific Terms and Conditions.
- 2.2 If you have an Account that can be operated by Joint Account holders, then unless you give us other instructions in writing or unless we require all of you to give us instructions depending on the type of Account:
  - 2.2.1 We may carry out any Payment Instruction given by any one of you.
  - 2.2.2 Each of you can use the Account on your own, without the others' approval, including giving instructions to arrange a loan or overdraft facility or end or request a service. Please also see our Personal Banking Specific Terms and Conditions relating to Overdrafts in the section covering Current Accounts.
  - 2.2.3 Any one of you can give us instructions to close the Account.
  - 2.2.4 We may send statements to one of you, but you may request for statements to be sent to all of you and any of you may request that the statements be sent electronically and/or by paper.
  - 2.2.5 We may give any information about the Joint Account and the Joint Account holders to any one of you.
  - 2.2.6 We may act on information provided by any one of you.
  - 2.2.7 A notice we send to any one of you will count as notice sent to all of you.
  - 2.2.8 Where the Joint Account holders request the Account to be operated on a joint only basis, we will not be able to provide Debit Cards or offer online NetBanking facilities on your Account.
- 2.3 All of you as Joint Account holders are responsible for complying with the terms of this Agreement individually and together.
  - 2.3.1 We may demand repayment or take action to recover any fees, charges, debts or repayments owed to us in respect of the Joint Account against any one or all of you; and
  - 2.3.2 We can use money in Accounts held in your sole names to recover and set off any amount owed to us in respect of a Joint Account, and we can use money in any Joint Account to recover and set off any amount owed to us in respect of an individual holder's Account. If we receive notice of a dispute between you:
    - 2.4.1 We will require all instructions to be given with the agreement of all of you.
    - 2.4.2 We can suspend some services on your Account (e.g. online banking); and
    - 2.4.3 We can ask you to return chequebooks and cards. Until they are returned, transactions may still be deducted from your Account.
- 2.5 We will also require the agreement of all of you to carry out any instructions if:
  - 2.5.1 You want to add or remove a person as a Joint Account holder, or authorise someone else to operate the Account on your behalf. (e.g. a third party mandate or power of attorney); and
  - 2.5.2 You want to transfer the Account into the sole name of one of you and all of you return the individual cards and chequebooks to us and we are satisfied that you have sufficient financial standing to run the Account alone.
- 2.6 If a Joint Account holder dies, all rights and obligations in relation to the Account will remain with the surviving Account holder(s) unless you have opened your Account in Scotland (see Clause 2.6.3 below). If there is no surviving Account holder:
  - 2.6.1 We will freeze your Account. This means that all future recurring Payment Transactions will be cancelled; and
  - 2.6.2 The money in your Account will normally be held by us until we receive instructions from the administrator or executor of the deceased's estate. We may require anyone purporting to act as executor or administrator to provide official documentation confirming their appointment.
  - 2.6.3 If the Account is opened in Scotland, the rights and obligations do not automatically transfer to the surviving Account holder. The deceased estate's personal representatives will need to instruct us on how to administer the portion of proceeds in the Account that belongs to the deceased customer's estate.
- 2.7 Please also see Clause 3 on Security Details and Clause 22 (FSCS) for further information relating to Joint Accounts.

## **3. Security and How to Protect your Account**

- 3.1 We may provide you with Payment and other Security Details to protect the security and safety of your Account and to enable you to operate your Account.
- 3.2 When we contact you or you contact us we will need to verify your identity before you can give us instructions or we can disclose or discuss confidential information about your Accounts.
- 3.3 When you are in our branches, we may ask you for identification such as:
  - Your signature on written instructions
  - Photographic identification
  - Your debit card
- 3.4 When you are using the Internet, card or cash machine (or otherwise remotely accessing our banking services) we will verify your identity using the Security Details we have agreed with you before carrying out a Payment Instruction.
- 3.5 A Payment Transaction will be considered as authorised by you where you have given your consent to its execution. We will treat any of the following as your consent to carry out any Payment Transactions:
  - 3.5.1 Payment Instructions made in writing (in whatever form we may request) and verified by your signature;
  - 3.5.2 Presenting your card and entering in your PIN number (or signing the sales slip);
  - 3.5.3 Using your password; or



- 3.5.4 Using the online banking arrangements we have notified to you.
- 3.6 We will do all we reasonably can to prevent unauthorised access to your Accounts and to make sure they are secure.
- 3.7 We reserve the right to ask you security questions or verify your identity and can refuse to carry out your instructions where you fail to satisfy our security requirements.
- 3.8 You are also responsible for ensuring that you take appropriate steps to keep information regarding your Accounts secure.
- 3.9 From time to time, we may give you recommendations which we reasonably consider are necessary to prevent unauthorised access to your Accounts.
- 3.10 We recommend that you take the following steps to keep your Payment Instruments and Security Details safe:
  - 3.10.1 Do all you reasonably can to make sure no one finds out your Security Details;
  - 3.10.2 Where you can select your Security Details (such as a password or code), don't choose obvious passwords or codes (such as your date of birth);
  - 3.10.3 Don't write your Security Details either on, or keep them with, your Payment Instruments or UBLK UK documentation;
  - 3.10.4 Don't write down your Security Details in a way that is recognisable (i.e. take reasonable measures to disguise them);
  - 3.10.5 Be alert to anyone that may be able to listen in to your calls with us, or watch you entering or making use of your Security Details;
  - 3.10.6 Don't give anyone your Payment Instrument and Security Details in order to access or operate your Accounts unless it is a Third Party Provider who you have authorised to make a payment or access your information.
  - 3.10.7 Take reasonable steps to protect Payment Instruments from damage;
  - 3.10.8 If your signature is required, sign any card or document as soon as you have received it; and
  - 3.10.9 If you use our Online Banking services through NetBanking, your computer, modem and mobile phone must meet any reasonable requirements we may set which you can find on our NetBanking website once you have logged in. You must ensure that you take reasonable measures to keep your mobile device secure. We advise all customers to install a password or PIN on their devices so UBLK UK banking services cannot be accessed if the device is lost or stolen. Installing a password or PIN on your device will protect your account from fraud.
  - 3.10.10 You must carry out your own regular virus checks
  - 3.10.11 You must not change or copy any software we provide, or give it to another person.
- 3.11 If you hold Joint Accounts on the basis of any Joint Account holder giving instructions, then each Joint Account holder will be given their own Payment Instruments and Security Details to operate the Account alone. These will be personal to each Joint Account holder. You may not share or allow the other Joint Account holder to use your cards, PIN or other Security Details.
- 3.12 You must tell us as soon as you can if you:
  - 3.12.1 Notice any errors in the Account, a statement or other correspondence with us;
  - 3.12.2 Find our services are not working properly;
  - 3.12.3 Think any Payment Instruments or Security Details relating to your Account have been lost, stolen, damaged or are being misused; or
  - 3.12.4 Think someone may be accessing your Accounts without your authority or that someone has discovered your Security Details.
- 3.13 You should contact our Central Operations Customer Service Department as soon as possible on (+44) 0121 753 6000 and if calling out of office hours leave a message informing us of the situation and we will deal with it on the next Business Day. To report a lost or stolen Debit Card, please call us on (+44) 0207 796 1517 (lines are open 24 hours a day).
- 3.14 You should also contact us as soon as you become aware of any Payment Transaction that was not authorised by you or has been incorrectly executed, and in any event within 13 months. If you fail to notify us within this timeframe, you may not be entitled to the protections from liability contained in this Agreement.
- 3.15 Unless you are requested to do so via our secure online banking screen, you should not email us confidential information or instructions and you should not respond to any emails asking for your Account information, Security Details or any information about your Payment Instrument even if it appears that the email has been sent by us. We will never ask for these details by email.
- 3.16 We reserve the right to suspend the use of your Payment Instrument if we suspect that:
  - 3.16.1 The security of the Payment Instrument is compromised;
  - 3.16.2 Unauthorised or fraudulent use of the Payment Instrument; or
  - 3.16.3 Where credit is provided, we consider that there is an increased risk that you will be unable to pay.
- 3.17 We will contact you to inform you of our intention to suspend your Payment Instrument, or if we are unable to contact you beforehand, we will do so immediately afterwards. However, we are not obliged to contact you where it may be unlawful to do so, or it would compromise reasonable security measures.
- 3.18 To unblock a suspended Payment Instrument, you should contact the number provided in Clause 3.13 above.
- 3.19 We will not be liable for any loss or damage that arises out of any breach of the safety and security instructions we have given you to keep your Payment Instrument or Security Details safe. If there is any loss or damage arising out of any breach of safety and security instructions then the maximum amount you can be held liable for is £35.00
- 3.20 We may record any phone calls with you to check that we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes. You hereby consent to us doing this.

#### **4. Third party mandates**

- 4.1 We may accept and allow a third party to operate an Account where you have authorised this third party to act on your behalf.
- 4.2 For us to accept such authority from you, you (or in the case of a Joint Account each of the Joint Account holders) must sign a "third party mandate" instructing us to do so or provide a duly executed power of attorney.
- 4.3 We will request identification documents in order to verify the identity of such third party in accordance with our normal client acceptance procedures.
- 4.4 In certain circumstances, the law may require us to allow someone else to operate your Account (for example, if you become incapable, bankrupt or sequestrated, or in the event of your death) and any third party mandates or powers of attorney you have given to us may become ineffective.
- 4.5 For security reasons, we may not allow a person who is operating your Account for you to have access to some services.
- 4.6 You will be liable for all or any debts (including Overdrafts) incurred on your Account as a result of the Third Party operating your Account. We will not be responsible for any loss or damage caused by any act (or failure to act) by any third party authorised by you (or by law) to operate your Account.

#### **5. Classification of Accounts**

- 5.1 As of 13 January 2018 some UBL UK Savings Accounts can be classified as either Payment or Non Payment Accounts. UBL UK Deposit Accounts and Easy Access Accounts will become Payment Accounts. These Accounts will operate in the same way as they have always done but with the additional functionality as detailed in the Section 6.16 Payments Out of your Account (Other than Cheques). You can choose to use these new services or operate your account as you have done so previously.
- 5.2 UBL UK Fixed Term Deposit, Cash ISAs and Notice Accounts will remain as Non-Payment Accounts. Any Account where funds are fixed and a penalty is applied for early withdrawal; or where there are limits as to how much you can save per year as in ISAs are classed as Non-Payment Accounts.

#### **6. Payment Services**

- 6.1 The following Clauses, unless otherwise specified, only apply to Payment Accounts.
- 6.2 We use the UK Faster Payments Scheme (Faster Payments) whenever possible to carry out money transfers between bank accounts in the UK.
- 6.3 Faster Payments is a secure service that allows money to be transferred within a few hours to its recipient. We use this as the automatic method to send money. Please see Clause 8 below for details on timing and please refer to our Personal Account Schedule of Charges for applicable charges.
- 6.4 If we are unable to use Faster Payments to carry out your transaction, we will inform you. The alternative methods available, such as BACS or CHAPS may not transfer money as fast as Faster Payments and we may charge you for using such alternative methods as detailed in the Personal Banking Schedule of Charges.
- 6.5 Cut-Off Times will apply to when we can accept Payment Instructions from you. This means that any Payment Instruction accepted after a Cut-Off Time will be treated as having been received on the next Business Day and will be processed on the next Business Day. Please see the tables in Clause 6.31 and clause 6.32 for applicable Cut- Off Times.
- 6.6 Your Account balance includes:
  - 6.6.1 Transactions that are still being processed (such as cheques in the process of being cleared) and so maybe subject to change; and
  - 6.6.2 The available balance, which represents funds you are able to withdraw (subject to any other restrictions on withdrawals) including the amount of any overdraft.
- 6.7 In respect of all Payment Transactions within the EEA, we will make available to you the following details of the Payment Transaction:
  - 6.7.1 A reference enabling you to identify the payment, the date of the payment and where appropriate, information relating to the recipient;
  - 6.7.2 The amount and currency used for the Payment Transaction and any exchange rate applied;
  - 6.7.3 The amount of any charges and where applicable a breakdown of these charges or interest payable by or to you as soon as reasonably practicable after the account is debited; and
  - 6.7.4 The debit value date for the transaction or the date of the receipt of your Payment Instruction, or credit value date in the case of payments into your Account.

##### **Payments into Your Account (other than cheques)**

- 6.8 Depending on the type of Account you hold, you may pay money in by cash, cheque, counter cheque, banker's draft or by electronic transfer of funds. To pay money in, you must provide us with the relevant payment details:
  - 6.8.1 For cash payments, your name (or the name on your Account if different), your Account number and sort code
  - 6.8.2 For electronic transfer of funds, your Account number and sort code;
  - 6.8.3 For an international transfer of funds into your Account, the IBAN and BIC (which can be found on your statement); or
  - 6.8.4 For cheque payments please see Clause 6 below.
- 6.9 If you deposit money using incorrect payment details we will pay it into whichever of your Accounts that we think appropriate. We will not be held liable for mistakes where incorrect payment details are provided to us.
- 6.10 We reserve the right to debit your Account without your prior consent if a payment made through the Faster Payments Scheme is incorrectly applied to your Account or the remitting bank recalls the money.
- 6.11 Please see table below for payment clearance times and when interest starts to be earned if appropriate (for sterling payments):

How the payment is paid in	When it is available for You to use	When Interest is Paid
Cash paid over the counter at a UBL branch before the Cut-Off Time (4.00pm)	Immediately	Same Business Day (or the next Business Day if after counted after the Cut-Off Time)
Cash paid over the counter at another bank	Second Business Day	Second Business Day
Electronic transfer of funds	Immediately (if received before the close of business). If received after the close of business, on the next Business Day	Same Business Day (if before the close of business) or the next Business Day

- 6.12 For payments into your Account in cash that is in a different currency to that of your Account, funds will be available at the end of the next Business Day from receipt.
- 6.13 For payments into Non-Payment Accounts, availability of funds and value dating will be treated as the same as for Payment Accounts as set out in the table above.
- 6.14 UBL UK will return any funds credited to your account in error by Faster Payment without prior consent from you. UBL UK will share all relevant information with the sending bank so that the payer can trace the funds that have been credited into your account in error.
- 6.15 If a payment is received via CHAPSs in error into your account by a sending bank or a sender we will not debit your account and retrieve the funds without your consent. If you believe the funds have not been credited in error and are genuinely for you then we will send a message to the sending bank notifying them of this.

**Payments Out of Your Account (Other than Cheques)**

- 6.16 If you have a Current Account, Deposit Account or an Easy Access Account with UBL UK, you will be able to give permission to certain Third Party Providers (TPPs), authorised by the FCA or other European regulators, to access information and to make payments. This will not be possible for Cash ISAs, Fixed Term Deposits (Islamic or conventional) and Notice Accounts.
  - 6.17 As long as you can access your Current, Deposit or Easy Access Accounts through online banking services:
  - 6.18 You have the option to instruct a TPP to make a payment on your behalf. To do this you will be required to share the security credentials provided by UBL UK with the TPP. This will allow the TPP to access your account online with us. This instruction received from a TPP will be treated as if it has been instructed by you. After you have authorised a payment to be made by a TPP it cannot be stopped. UBL UK strongly advises you to check and ensure any TPP you allow access to your accounts are authorised to carry out the services they are offering.
  - 6.19 TPPs can be instructed by you to obtain and hold information about your account. When this instruction has been given the responsibility to ensure the security of this data lies with the TPP.
  - 6.20 The amount of access given to any TPP on your accounts will be the same amount of access that you have on your account. For example, if the online access you have to your account does not permit you to make an online payment from that account a TPP will also not be permitted to make a payment from that account.
  - 6.21 Access maybe refused to a TPP if we believe there is a risk of fraud.
  - 6.22 We will allow you to make withdrawals or payments from your Account:
    - 6.22.1 If you have enough available money in your Account, or enough unused Approved Overdraft to cover the withdrawal or payment; or
    - 6.22.2 If you request an Unapproved Overdraft and we agree to provide that service.
  - 6.23 To make payments out of your Account, you must provide us with the following details:
    - 6.23.1 For over the counter withdrawal, you must provide us with proof of ownership of the Account e.g. a bank card or additional proof if the withdrawal amount is over certain threshold limits;
    - 6.23.2 For payments and electronic transfer of funds (including Direct Debits and UK Standing Orders if permitted) the name of the person, Account number and sort code you want to pay to;
    - 6.23.3 For cash machine withdrawals, input your PIN;
    - 6.23.4 For an international transfer of funds (or for International Standing Orders):
      - 6.23.4.1 The name, address and Bank Identifier Code (BIC) of the bank of the person you want to pay;
      - 6.23.4.2 The bank Account number or International Bank Account Number (IBAN) of the person you want to pay;
      - 6.23.4.3 Your name and Account number.
  - 6.24 For internet banking services, you must provide the password you have chosen and any other Security Details requested.
  - 6.25 It is important that the above details for the payee are correct (i.e. account number, sort code, IBAN), as you may be liable for any loss or delay in the event that these are incorrect. Where you subsequently discover that these details are incorrect, we will make reasonable efforts to recover the funds, but we may make a charge for this even if we are unsuccessful in recovering the funds (applicable charges set out in our Personal Account Schedule of Charges).
  - 6.26 Where withdrawals from your Account are permitted, maximum daily limits apply to the amount of cash you can withdraw using your Debit Card, or cheque book. There may also be a maximum or minimum limit on the amount you can withdraw from a branch counter for those Accounts that allow it and from your Online Account(s). There could be a fee for this service depending on the type of Account. (Please see our Personal Account Schedule of Charges or visit our website for details of the daily limits and fees applicable).
  - 6.27 If we receive your Payment Instruction before the Cut-Off Time on a Business Day, we treat that Payment Instruction as having been received on that Business Day and in most cases will process it on the same Business Day.
  - 6.28 If a card payment is authorised by you and you are unaware of the final amount of the payment UBL UK will only reserve the amount you have agreed to be authorised. An example of this situation is when you check into a hotel and the final invoice is presented at the end of your stay.
- Receipt of Payment Instructions**
- 6.29 If we receive Payment Instructions on a non-Business Day, it will be treated as received and processed on the Business Day thereafter.
  - 6.30 If we receive Payment Instructions to be made on a future date, it will be treated as received on the date the Payment is to be made.
  - 6.31 Please see table below for Payment type and corresponding Cut-off Times:

Payment Type	Cut-off Time
Faster Payments using NetBanking	24/7
Faster Payments via UBL UK branch	4.00pm
CHAPS (via branch counter)	3.30pm
SWIFT	3.30pm

6.32 The table below shows when we will treat a Payment Instruction as having been received by us: (Please also see exceptions in Clauses 6.33 – 6.34 below)

When the Payment Instruction is received by us	When we treat it as received	When the Payment is made out of your Account
On a Business Day (before the Cut-Off Time)	On the same Business Day	On the same Business Day
On a Business Day (after the Cut-Off Time)	On the next Business Day	On the next Business Day
On a non-Business Day	On the next Business Day	On the next Business Day
If you want payment made on a specific day in the future (e.g. last day of a month)	On the day the payment is to be made	On the day the payment is to be made
Via our Online Banking service (using the Faster Payments Scheme)	On the same Business Day (normally within a few hours)	On the same Business Day
When you use your Card and PIN to make a withdrawal, give a Payment Instruction or use a contactless card	On the same Business Day (normally within a few hours)	On the same Business Day

6.33 We may refuse any withdrawal or payment from your Account if:

- 6.33.1 It is requested by using our Unapproved Overdraft service;
  - 6.33.2 You do not have enough money available in your Account;
  - 6.33.3 You have exceeded your maximum daily withdrawal limit; or
  - 6.33.4 If required by law, by court order or regulatory authority for the prevention of fraud or illegal activity.
- 6.34 Further detail about the refusal of payments is provided in Clause 11 below.

## 7. Cheques

### Paying Cheques into your Account

- 7.1 You may only pay-in cheques made payable to you.
- 7.2 We may return cheques which have been presented after six months from the date that they have been issued.
- 7.3 We can also refuse to accept a cheque on technical grounds e.g. where it has not been signed or is undated or where the words and figures do not match.
- 7.4 Cheques can be returned unpaid by the bank of the person who wrote the cheque, even if the funds have been made available to you.
- 7.5 If you have drawn against these funds, we can take the money back up to and including the sixth Business Day after the cheque has been paid into your Account.
- 7.6 If you have been fraudulent, we can recover the money at any time.
- 7.7 If debiting the transaction causes you to become overdrawn or exceed your Approved Overdraft limit, you will be treated as making an Unapproved Overdraft request.
- 7.8 We will not re-present a cheque if it is returned unpaid by the bank of the person who issued to you, unless you request us to.

### Cheques Clearance Timescales

- 7.9 The table below shows when a cheque (including counter cheque and banker's draft) will be processed, when funds will be made available to you and when you can be certain the money has cleared and cannot be debited from your Account.

Day cheque paid in	Day interest begins	Day we allow you to withdraw money	Day you can be sure the money is yours
Monday	Wednesday	Friday	Following Wednesday
Tuesday	Thursday	Monday	Following Thursday
Wednesday	Friday	Tuesday	Following Friday
Thursday	Saturday	Wednesday	Following Monday
Friday	Tuesday	Thursday	Following Tuesday
Saturday	Wednesday	Friday	Following Wednesday
Sunday	Wednesday	Friday	Following Wednesday

### Paying Out on Cheques You issue

- 7.10 It is your responsibility to make sure you have available funds in your Account to cover any cheques you have written as we will debit your Account on the same day the cheque is received by us.
- 7.11 You may be able to stop a cheque that has not yet been paid by calling us with details of the cheque number, amount and date, whom it is payable to, the reason for stopping the cheque and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed in doing so (please see Personal Account Schedule of Charges for more details).

- 7.12 You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
- 7.13 If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your Account.
- 7.14 We may not accept a cheque for payment out of your Account if it is more than six months old.

**Cheque Image Clearing**

- 7.15 From March 2018, if you pay in a cheque ( including Banker’s Cheques or Drafts) this may be cleared by the bank through the image Clearing System (ICS), the UK wide process that enables digital images of cheques to be exchanged between banks and building societies, through the ICS, for clearing and payment. Using the ICS as a clearing process does not impact your statutory rights against fraud.
- 7.16 Cash paid into the branch of another accepting bank will usually take three working days to clear. Cheques or a combination of cash and cheques paid into the branch of another accepting bank will usually take five working days to clear.
- 7.17 From March 2018, if you pay a cheque (including Banker’s Cheque or Drafts at one of our branches on a weekday i.e. Monday to Friday excluding Bank and Public Holidays and before the banks advertised cut off time) which is cleared through ICS, you will be able to withdraw the funds by 23:59 on the next working weekday (provided that the cheque has not been returned unpaid by the issuing bank).

**Returned cheques**

- 7.18 If a cheque paid into your Account is returned unpaid the amount shown on it will be debited from your Account, even if funds have been made available to you.
- 7.19 If you have drawn against these funds, we can take the money back up to and including the sixth working day after the day the cheque is paid into your Account. We will send the debit advice to you.
- 7.20 Depending upon the reason for the cheque being returned unpaid we will either re- present the cheque or return it to you.
- 7.21 Different procedures apply to cheques drawn in a foreign currency other than in Euros or cheques drawn in sterling or in Euros on a bank abroad. Speak to a member of our staff for more information.
- 7.22 Charges for unpaid cheques may be applied as set out in our Personal Account Schedule of Charges.

**Foreign Cheques**

- 7.23 A Foreign Cheque is a cheque drawn in a foreign currency other than in GBP or a cheque paid out of an account abroad (i.e. a country other than the UK, Isle of Man, Gibraltar or the Channel Islands).
- 7.24 We may agree to negotiate a Foreign Cheque or make another form of foreign payment available for payment into one of your Accounts. 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.
- 7.25 If you wish to pay a Foreign Cheque into your Account, the processing times for dealing with UK cheques do not apply and you may choose whether we negotiate it or collect it. Speak to a member of our staff for more information.

**8. Payment Execution Times**

Payments within the European Economic Area (EEA):

- 8.1 If you wish to make an international payment to a person with an Account at a bank within the EEA, we can make the payment for you. The timescales for making payments are as follows:

Currency	How the Payment Instruction is given	Date funds are credited to the payee’s bank (from the date the Payment Instruction is received)
GBP or Euro*	Payment Instructions in paper form	End of the second Business Day
GBP or Euro*	In any other method (at our branches, online or using a Card and PIN)	End of the following Business Day
Any other EEA currency	In any method (at our branches, online or using a Card and PIN)	End of the fourth Business Day

\*or transactions involving one currency conversion between the two (taking place in the UK), where the cross border transfer is in Euros.

- 8.2 Please note that the timescales above apply from receipt of the Payment Instructions in accordance with Clause 6.31 above. If we do not receive your Payment Instruction on a Business Day (or after the Cut-Off Time), it will be deemed to have been received on the next Business Day and the timescales above will apply from the date on which the Payment Instruction was deemed to have been received.

Payments outside the EEA

- 8.3 If you ask us to make a payment to a person in any non-EEA currency or with an Account at a bank outside the EEA, we will let you know how long the payment will take. (How long it will take to make the payment will depend on the bank receiving the payment, the method used for the payment and banking practice of that non-EEA country).
- 8.4 The applicable exchange rate will be applied at the time we receive the Payment Instruction (see Clause 9 below).
- 8.5 We may charge you for carrying out international Payment Instructions. You will be informed of any applicable charges before the Payment Instruction is carried out. The charges currently applicable for international payments are included in our Personal Account Schedule of Charges.

**9. Exchange Rates**

- 9.1 If you give us a Payment Instruction that requires conversion of one currency into another currency, we will use the UBL UK exchange rate for the relevant currency at the time we need to carry out your Payment Instruction, unless otherwise agreed with you, including in any Specific Conditions. The Exchange Rates will be displayed on our website www.ubluk.com and at our branches.
- 9.2 We will inform you of the exchange rate used for the currency conversion before the transaction is carried out. We will also inform you of the exchange rate applied and the amount of the transaction after the currency conversion is carried out. This will be included in the usual transaction information we provide you.

- 9.3 You can also find out the current exchange rate for any currency we deal in by calling our Central Operations Customer Services Department on (+44) 0121 753 6000.
- 9.4 However, if the UBL UK exchange rate changes (e.g. because of changes in the global market conditions) we may apply this changed exchange rate to a transaction immediately without prior notice, in which case we will inform you of the change as soon as possible after the transaction.
- 10. Cancelling or changing a Payment Instruction**
- 10.1 We cannot change or cancel the Payment Instruction once we have received your consent to execute the Payment Transaction (see Clause 3.5 above), because we will start processing it when we receive it.
- 10.2 However, you can cancel a Standing Order, Direct Debit or any other payment which you asked us to make on a future date as long as you tell us by the end of the Business Day before the payment is due to be made. We may then treat your consent to any future transaction in that payment series as being withdrawn. You should therefore speak to the payee directly regarding an alternative method of payment for any goods or services.
- 11. Refusal of Payment Instructions**
- 11.1 We may refuse to accept a Payment Instruction into an Account or to make a payment from an Account:
- 11.1.1 If we believe that doing so might cause us to breach a legal or regulatory requirement or court order;
- 11.1.2 If you have insufficient funds in your Account to meet the amount of the Payment Instruction including any charges payable whether or not this would place the Account in debit;
- 11.1.3 If the Payment Instruction is not clear or you have not provided us with the correct details to execute the transaction.
- 11.1.4 If we suspect that the payment relates to a fraudulent or illegal activity;
- 11.1.5 If you exceed the maximum amount that can be taken out of your Account (where applicable) or have not met our internal controls for certain transactions which have been put in place for security purposes; or
- 11.1.6 If there is a significantly increased risk that you may be unable to pay any money you owe us on the relevant Account.
- 11.2 In the event that a petition for bankruptcy is made against you we may refuse to act on any instruction given by you or anyone else to make a payment out of your Account unless there has been an appropriate order previously obtained from the court, a copy of which has been presented to us.
- 11.3 If we refuse a Payment Instruction, we will notify you of the refusal by the next Business Day and if possible, the reasons for the refusal. If the refusal was based on an error that can be corrected, we will inform you of the procedure to do so. Where our refusal is justified, we will charge you a fee for this service and it is included in our Personal Account Schedule of Charges.
- 11.4 However, we will not notify you of the reasons for refusal to execute a Payment Instruction if such notification would be unlawful, such as where this may constitute tipping-off under any applicable anti money laundering laws.
- 11.5 If we refuse a Payment Instruction for any of the reasons stated above, we will try to reduce the inconvenience to you but we accept no liability for any consequential loss which may arise as a result of our refusal to accept Payment Instructions.
- 12. Refunds for payments**
- 12.1 Subject to the provisions below, we will immediately refund the full amount of a payment made within the EEA if:
- 12.1.1 You gave us a Payment Instruction (e.g. to make or receive a payment to your Account) and we did not carry it out correctly or failed to carry it out; or
- 12.1.2 You tell us about a payment made from your Account which was not authorised or which was incorrectly executed.
- 12.2 You can make a request for refund within thirteen (13) months of the date the payment was made.
- 12.3 For Payment Transactions initiated through the payee (e.g. card transactions or direct debits), you may be able to obtain a refund in the event that:
- 12.3.1 You authorised the payment but did not specify the exact amount to be paid; and
- 12.3.2 The amount paid was more than you could reasonably have expected to pay based on the circumstances, including your previous spending pattern.
- However, you will need to request the refund in writing as soon as possible and no later than eight (8) weeks from the date the payment was made from your Account.
- 12.4 We will not be able to provide you with a refund under Clause 12.3 above if:
- 12.4.1 You consented to the Payment Transaction; and
- 12.4.2 You had been given at least four weeks' notice of the Payment Transaction by the payee or the payee's bank.
- 12.5 In addition to the refund, where applicable, we will pay you any charges or interest you paid on that amount or restore your Account to the state it would have been in had the incorrect transaction not been done, including paying you any interest on that amount we would have paid you if the sum had not been debited from your Account. However, we are not required to refund charges or interest if the circumstances giving rise to these are abnormal or unforeseeable circumstances beyond our control.
- 12.6 You will not be liable for any losses from unauthorised transactions where you have notified us that your Payment Instrument has been lost, stolen or misappropriated (in accordance with Clause 3.10 above), or if we have not provided a means for you to notify us, or your Payment Instrument is used for certain 'distance contracts' (e.g. transactions conducted over the internet). You will be liable for any unauthorised Payment Transaction up to a maximum of £50, where your Payment Instrument has been damaged, lost or stolen, or where you have failed to keep your Security Details (such as your PIN or password) safe.
- 12.7 However, you will not receive any refund (and you will be liable for all losses, including ours) if you have acted fraudulently or (unless you have notified us of the lost or stolen Payment Instrument) you have in a grossly negligent manner failed to comply with your obligations in relation to the security of the Payment Instrument that has led to an unauthorised Payment Transaction being carried out.
- 12.8 We shall be liable to you if a Payment Instruction is not executed correctly, unless:
- 12.8.1 We can show that the other party's payment service provider has received the amount of the Payment Transaction on time (or in the case of payment initiated by you as payee), we have sent the Payment Instruction and correct beneficiary details to the payer's payment service provider, and therefore the failure is the fault of the other party's payment service provider; or
- 12.8.2 Correct execution of the Payment Instruction would result in us breaching any provision of national or EU law or regulation.
- 12.9 Where you are the intended payee (recipient) of the funds under an incorrectly executed or non-executed Payment Transaction:

- 12.9.1 We will immediately resubmit any Payment Instruction to the payer's payment service providers; and
- 12.9.2 If you request, make immediate efforts to trace the transaction and inform you of the outcome.
- 12.10 The above provisions do not affect any rights you may have under the UK Direct Debit Guarantee Scheme.
- 12.11 Our liability under this Clause 12 is subject to the provisions of Clause 30 below (Force Majeure).
- 12.12 Clauses 12.1 – 12.8 will not apply if the Payment Transaction was not carried out within the EEA. In such a case, we will only be able to make a refund where a payment was not authorised by you or where we made a payment incorrectly or failed to make a payment. In this case, you can make a request for refund in writing within three (3) months of the date the payment was made, unless your Account does not receive regular statements in that 3 month period, in which case a further reasonable time will be extended to you.
- 12.13 If we have evidence to suggest you have acted fraudulently or with gross negligence failed to comply with your obligations in respect of the security of the Payment Instrument, we may decide to investigate the transaction and the circumstances in order to decide whether we should make a refund of the Payment Transaction. We will either refund the transaction, or inform you of our intention to investigate by the end of the next Business Day after you have contacted us to report the transaction as unauthorised or incorrectly executed. We aim to complete our investigations as swiftly as possible, and if a refund is due, we will immediately refund you the amount. We may also decide to investigate the circumstances after we have given you a refund. If we later determine that you have acted fraudulently or with gross negligence, we will give you reasonable notice of our intention to reverse the refund.

### **13. Borrowing and Overdrafts**

- 13.1 Borrowing may be arranged for customers aged 18 and over either on an Overdraft on some Accounts or by a separate loan if you satisfy the lending criteria stipulated by us. Overdrafts can be either Approved Overdrafts or Unapproved Overdrafts. Loans and other forms of borrowing must be agreed with us under separate terms and conditions.
- 13.2 An Account holder is personally responsible for the repayment of any money borrowed from us whether by Overdraft or otherwise and whether this arises from the actions of that individual or any other person authorised by that individual. Please also see Clause 2 for further information relating to Joint Accounts.
- 13.3 Charges and Interest will be payable on Approved and Unapproved Overdrafts on your Account.
- 13.4 Further information is provided in the Personal Banking Specific Terms and Conditions relating to Overdrafts in the section covering Current Accounts.

### **14. Charges**

- 14.1 Details of charges payable by you to us are listed in a separate document (the Personal Account Schedule of Charges) which will be provided to you on Account opening and is also available on request or on our website.
- 14.2 The Personal Account Schedule of Charges forms part of these Personal Banking General Terms and Conditions. In addition, we may include specific charges relating to your Account in the Personal Banking Specific terms and Conditions relating to that Account.
- 14.3 We reserve the right to change these charges and we will notify you of these changes in accordance with Clause 18 below.
- 14.4 At present for International payments a choice of who pays the fees associated with the payment is given. The fees can be paid by the payer and the payee to the respective banks or the payer or payee can choose to pay the full fees themselves. This choice will no longer be available for any payments within the European Economic Area (EEA) in any currency and each party will need to pay its own bank's fees.

### **15. Interest rates**

- 15.1 Interest on your Account is calculated on the daily cleared balance. How interest is paid on different types of Accounts is included in the Specific Conditions relating to them.
- 15.2 In the case of Account denominated in GBP, interest is calculated on the basis of a 365 day year.
- 15.3 For all other currencies interest is calculated on the basis of a 360 day year.

### **16. Statements**

- 16.1 Depending on your Account type, we will send you written statements by post or electronically by email if you have opted for this, to you each month, or as per the Specific Terms and Conditions applicable to your Account.
- 16.2 You can request a statement at any other time but there may be a reasonable charge for providing you with such statements, or if you wish to receive statements more frequently than monthly.
- 16.3 Where you have requested us to send written statements it will be sent to the correspondence address notified to us by you.
- 16.4 For how we send statements for Joint Accounts, please see Clause 2.
- 16.5 We may not send you monthly statements if there are no transactions in your Account for that month or if the only transaction in your Account relates to the payment of interest, you will however receive an annual statement even if there are no payments into the Account during that entire year unless your Account is a dormant account or in accordance with the set frequency in the Specific Conditions for the Account type.
- 16.6 We may also not send you statements on certain types of Accounts that do not require monthly statements but make this information available to you upon request.
- 16.7 We may include messages with your statements to tell you about changes to this Agreement or to other Agreements or services you have with us.
- 16.8 You are responsible for checking statements, text messages or other Account Information we give you. If you tell us about any errors on your Account, or if we notice any errors, we will correct them as soon as reasonably possible.

### **17. Alerts: UBL UK notification service (Alerts):**

- 17.1 UBL UK has introduced a new notification service for its customers. This service is free of charge. You will be automatically registered to receive some alerts via email and/or SMS regarding the activities on your account. This is to help you avoid charges and be kept up to date on the activities on your accounts. You will have the option to opt out of receiving these alerts by contacting us and letting us know of your decision to opt out. A full description of the alerts that will be sent can be found in the table below.
- 17.2 The alerts will be regarding any payments sent or received to and from your account as well as other account activities depending on the type of account you hold with us.
- 17.3 If you have a Joint Account with UBL UK only the primary account holder will receive the alerts. The alerts are free, and will be sent via email and/or via SMS providing correct and up to date email and mobile numbers are provided.

17.4 For existing customers we will use the information already provided to us for the alerts. Please ensure your up-to-date mobile number and email address is registered with us. If you would like to check or update these details you can contact us via our website, in branch or over the phone.

17.5 Where we don't hold either your mobile number or email address, the alerts will be set up upon your request as soon as we have these details.

<b>E-Alert Type</b>	<b>E-Alert Description</b>
Account Closed	An alert advising of your Account being closed
Account Opened	An alert advising of your Account being opened
ATM Cash Withdrawal	An alert advising when an ATM Cash Withdrawal is performed
Bank Giro Received	An alert advising of a Bank Giro credit to your Account
Cash Deposit	An alert advising of when cash is deposited to your Account
Cash Withdrawal	An alert advising of when cash is withdrawn from your Account
Cheque Deposit	An alert advising of when a cheque is deposited into your Account
Cheque Return Unpaid-Inward	An alert advising you of the return of a cheque paid into your Account which has been return unpaid
Cheque Return Unpaid-Outward	An alert advising you of the return of a cheque you issued from your Account been returned unpaid
Cheque Withdrawal	An alert advising of when a cheque is withdrawn from your Account
Deal Matures	An alert advising of the maturity your deal
Deal Processed	An alert advising of a deal processed to your Account
Deal Rollover	An alert advising of a deal which has been rolled over to your Account
Debit Card Merchant Payment	An alert advising when a debit card merchant payment is made from your Account
Direct Debit Paid	An alert advising of a Direct Debit paid from your Account
Direct Debit Returned Unpaid	A Direct Debit mandate you issued to a third party for the collection of funds from your Account which has been returned unpaid
Inactive/ Dormant Account	An alert advising you that your Account has gone dormant/inactive
Inward Electronic Payment	An alert advising of a receipt of an electronic payment crediting your Account
Loan Matures	An alert advising of maturity of your loan
Loan Repayment	An alert confirming receipt of your loan repayment
Loan Start	An alert advising of the start of your loan
Mortgage Application Alerts	Alerts will be sent on each stage of the mortgage application
Outward Electronic Payment	An alert advising of an electronic payment are made from your Account
Standing Order Paid	An alert advising of a Standing Order paid from your Account.

**18. Changes to these Personal Banking General Terms and Conditions and the Personal Banking Specific Terms and Conditions**

18.1 We may be required to make changes to these Personal Banking General Terms and Conditions and Personal Banking Specific Terms and Conditions (including the Personal Account Schedule of Charges):

18.1.1 Because of legal or regulatory requirements, including changes or anticipated changes in law, Codes of Practice or Industry Guidance and also to take account of a decision by a Court, Ombudsman, Regulator or similar body;

18.1.2 To make the Terms and Conditions clearer or more favourable to you;

18.1.3 To ensure that our business is run prudently and reflects general banking practice;

18.1.4 To respond to changes in costs we incur in providing products and services to our customers including the cost of lending; or

18.1.5 To provide for the introduction of new or improved systems, methods of operation, services or facilities.



- 18.2 Except as specified in Clause 19 (Interest Rates) below, for Payment Accounts, we will give at least two (2) months' prior personal notice of any changes to these Personal Banking General Terms and Conditions or to the Personal Banking Specific Terms and Conditions which may apply to a specific Account or service.
- 18.3 For Non-Payment Accounts, we will give you at least two (2) months' prior personal notice of any changes:
- 18.3.1 If it relates to any withdrawal or payment service on your Account;
- 18.3.2 If the change is to any condition, term or fee that will be to your disadvantage; or
- 18.3.3 If we increase fees charged on Overdrafts or introduce a new fee for Overdrafts. However, we do not need to notify you if any overdraft fee is reduced.
- 18.4 Any other change to the terms, conditions or fees for Non-Payment Accounts, including those that are neutral or are beneficial to you will take effect immediately. We will give you notice of such changes within 30 days of making that change in any of the following methods:
- 18.4.1 Personal notice: by letter, email, statement messages or inserts or in any other way which is sent to you individually which we have agreed with you, and which allows you to store and reproduce the information; or
- 18.4.2 By displaying a notice in our branches and on our website [www.ubluk.com](http://www.ubluk.com).
- 18.5 Where we are required to change a condition in order to comply with UK or European Community law, we may provide you with a shorter period of notice than that specified above.

**Accepting a change**

- 18.6 If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, we will assume that you have accepted the changes.
- 18.7 When we give you advance notice of a change, if you are unhappy with that change, you can end this Agreement or close or change an Account without charge or loss of interest at any time before the change comes in to effect.
- 18.8 Where we have not given you advance notice of a change but have given you notice of the change afterwards, you are free to close or change your Account without loss of interest or charges for a period of 30 days from the date of notice, after which you will be treated as having accepted the change.
- 18.9 Please also see the Specific Terms and Conditions relating to your Account for further information in the Personal Banking Specific Terms and Conditions.

**19. Changing Interest Rates**

- 19.1 We may change the interest rates applicable to your Account for the reasons stated in Clause 18.1 or for any other reasonable cause, subject to giving you notice as stated in Clause 19.4 below.
- 19.2 We may change interest rates to respond to changes in market conditions; including a change in the Bank of England Base Rate (or any rate which replaces it), any other reference rate which is used to calculate the interest rate applicable to you or changes in the money market interest rate. Where interest is to be charged with reference to a reference interest rate (e.g. the Bank of England Base Rate), any change in the reference interest rate will take effect immediately.
- 19.3 We will not change a fixed-rate or a bonus rate of interest (if any) on your Account or service, for the period of time we have agreed to keep it fixed.

**Notifying you of changes to interest rates:**

- 19.4 If your Account is a Payment Account, we will give you at least two months' notice to any changes in interest rates where interest is not calculated on the basis of a reference interest rate. (The interest rate relevant to your Account is included in the Specific Conditions relating to that Account).
- 19.5 We will give you 2 weeks' notice to any changes in interest rates where:
- 19.5.1 Your Account is a Non-Payment Account; and
- 19.5.2 There is a 'material' change in the interest rate and this is disadvantageous to you (what is 'material' will be decided by us in accordance with industry practice, having regard to the size of the balance of your Account and the size of the change in the interest rate).
- 19.6 We will notify you either before or as soon as possible after the interest rate changes if:
- 19.6.1 Your Account is a Payment Account; and
- 19.6.1.1 The interest rate is calculated on the basis of a reference interest rate (including the interest rate charged for Approved/Unapproved Overdrafts); or
- 19.6.1.2 The change in interest rate is beneficial to you; or
- 19.6.1.3 If your Account is a Non-Payment Account and there is no 'material change' in the interest rate as stated in Clause 19.5.2 above.
- 19.6.1.4 We will notify you personally of any changes as stated in paragraphs 19.4 – 19.6 above in writing (through your monthly statement or by a separate communication if necessary) or through any other method agreed with you. We will also display these changes in our branches and on our website within the time periods stated above.
- 19.6.1.5 You will be given a period of thirty (30) days from the date of our notification of the changed interest rates during which you can close or switch your Account to any comparable Account or service more suitable for you and for which you may be eligible, free of charge.

**20. Closing Your Account**

- 20.1 You may cancel your Account within 14 days of first opening the Account without incurring any charges for closure. However, for Fixed Term Deposits and Notice Accounts, although you may close your Account within this 14 day period, no interest will be paid for the duration the Account was open.
- 20.2 Otherwise, we may close your Account at any time by giving notice and without giving any reason.
- 20.2.1 We will give two month's (60 days) written notice for Payment Accounts and 30 days' Notice for Non-Payment Accounts.
- 20.2.2 We may close your Account for the breach of any of these Personal Banking General Terms and Conditions or Personal Banking Specific Terms and Conditions.
- 20.2.3 We will close your Account upon your death, however we must see the original death certificate. For Accounts held in your sole name, a Grant of Probate or Confirmation or an Administration of Small Estates form (if appropriate) shall also be required.
- 20.2.4 You may close your Account at any time, by giving us notice in accordance with Clause 20.2 below.

- 20.2.5 Please also see Clause 23 relating to Dormant Accounts.
- 20.3 We may discontinue offering your Account and/or convert your Account to another Account for a valid reason (e.g. if you are no longer eligible for the Account, legal or regulatory changes or for business reasons). This does not apply to Accounts with a fixed duration. If we decide to do so, we will give you two month's personal notice. If you are not happy with the change you can close your Account in accordance with Clause 18.8 above.
- 20.4 If you or we close your Account:
- 20.4.1 You will be required to repay any money owed to us, including the amount of cheques issued and debit transactions you have authorised before the date of Account closure and which have been paid by us or are in the process of payment, after the closure of the Account, together with any interest or charges applicable. We may recover what is owed to us from any credit balance in the Account.
- 20.4.2 We will treat the closure of your Account as cancelling any further Standing Orders, Direct Debits or other recurring transactions from your Account.
- 20.4.3 We will refund any credit balance remaining after any deductions as stated in Clause 18.4.1 above to you within 30 days of closing the Account.
- 20.5 Subject to the Clauses above, we will return any cheques drawn on the Account which have not been cleared.
- 20.6 If you decide to close your Account, it will not affect any subsisting rights either UBL UK or you may have arising from or in relation to this Agreement.

## **21. Communicating with You**

- 21.1 All documentation that we provide to you and all communications we make with you will be in English and will be in a clear and comprehensible form.
- 21.2 Unless otherwise agreed, all notices by you to us must be given in writing and served on one of our branches or on United Bank UK Central Operations, 391-393 Stratford Road Birmingham, B11 4JZ (for Postal Accounts). For Accounts opened online, instructions must be given via your registered email address to [onlinesavings@ubluk.com](mailto:onlinesavings@ubluk.com).
- 21.3 We will contact you using the contact details (usually your principal home address, telephone number(s) and email address) you give us. You should advise us immediately if you change your home address (and other contact details) or, if different, your correspondence address.
- 21.4 You must keep your contact details up to date as we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details where you have not notified us of the change in writing.
- 21.5 For Accounts opened online, the registered email is the only way we accept instructions regarding your Account(s) with us. It is important that you immediately inform UBL UK of a change in email address:
- 21.5.1 Please write to: Online Savings, Central Operations, Customer Services, United Bank UK, 391 – 393 Stratford Road, Sparkhill, Birmingham, B11 4JZ.
- 21.5.2 With the letter we will need the original or a certified copy of:
- (i) Your passport or UK driving licence, and
  - (ii) Proof of address which may be:
    - (a) Utility bill less than 3 months old
    - (b) Bank statement less than 3 months old
    - (c) Council letter
    - (d) Tenancy agreement or
    - (e) Council tax for current year
- 21.6 We may contact you to tell you about changes to these terms, including credit interest and/or overdraft interest rates that apply to your Account(s) and about the general day to day running of your Account(s), products and services.
- 21.7 If you are registered for NetBanking you agree that we may contact you using your email address for these purposes. If you would prefer that we do not contact you by email or mobile please let us know.
- 21.8 You can usually use our NetBanking services at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time.

## **22. Important Information About Compensation Arrangements**

- 22.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Individuals and most small businesses are covered by the scheme.
- 22.2 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.
- 22.3 For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website <http://www.fscs.org.uk/> or call 0800 678 1100 or 0207 741 4100.

## **23. Dormant Accounts**

- 23.1 If you do not make any transactions on your Account for a period of time (12 months for Current Accounts and 24 months on Interest Bearing Movement Accounts – please see Specific Conditions for details), then we may treat your Account as being dormant to remove the risk of fraudulent activity. This means that we will stop sending you statements and letters after proper notification.
- 23.2 We may mark your Account as dormant if our correspondence to you is returned undelivered and all attempts to speak to your or contact you on the contact details you have provided have also failed.
- 23.3 You cannot make any debit transactions on any Account marked dormant until you reactivate it. If you want to reactivate a dormant Account you will have to visit one of our branches and show personal identification such as a passport or driving licence and request that the Account be made active again in writing. If you are unable to visit us in a branch or need further information please call our Central Operations Customer Service Department on (+44) 0121 753 6000.
- 23.4 If you think you have money in an Account with us that you may have forgotten about, you can also contact us and we will do our best

to try to find it for you. For more information, please contact our Central Operations Customer Service Department on (+44) 0121 753 6000.

- 23.5 We participate in the Unclaimed Assets Scheme established under the Dormant Bank and Building Society Accounts Act 2008.
- 23.6 Under the scheme, we may transfer balances of Accounts which have been inactive or dormant for 15 years or more to Reclaim Fund Limited (RFL). RFL is a not-for-profit fund authorised and regulated by the Financial Conduct Authority.
- 23.7 If we transfer the balance of your Account to RFL, you will have the same rights to reclaim your Account balance against RFL that you have against us. We will however be dealing with your requests on behalf of RFL so you should always contact us first.
- 23.8 RFL also participates in the Financial Services Compensation Scheme (FSCS) and any transfer to RFL of your Account balance will not adversely affect any entitlement you have to compensation from the FSCS.

#### **24. Set-off**

- 24.1 We will have the right to apply any credit balance on any of your Accounts with us and in whatever currency, in or towards the payment of any sum owed by you to us. We can do this where you have accounts in your sole name as well as Joint Accounts you hold with another person.
- 24.2 Where possible we will try to give you advance notice, unless we reasonably think that you may move your money to stop us. We shall not be liable for any loss you may incur as a result of the exercise of this right.

#### **25. Enforcement Costs**

- 25.1 We can charge your Account with our reasonable costs of enforcing this Agreement. These costs can include costs in tracing you, collection agency and legal costs. These costs are due and payable immediately.

#### **26. Transferring Rights and Obligations**

- 26.1 We may transfer all or any of our rights in relation to your Account provided we have a valid reason for doing so or if required to do so, provided we have given you adequate notice.
- 26.2 We may also delegate, transfer or outsource any of our obligations. References to UBLUK in these Personal Banking General Terms and Conditions would include references to any person to whom any relevant right or obligation has been transferred.
- 26.3 You may not transfer any of your rights or obligations in relation to your Accounts other than as set out in these Personal Banking General Terms and Conditions or in the Specific Conditions that apply to any service or product we may provide.

#### **27. Third Party Rights**

- 27.1 As set out in the Contract (Rights of Third Parties) Act 1999, nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement between you and us.
- 27.2 Each of these terms and conditions (including the Specific Conditions) is separate from all other terms and conditions so that if one is found to be invalid or unenforceable it will not affect the other terms and conditions.

#### **28. Intellectual Property:**

- 28.1 All copyright, trademarks and other intellectual property rights including the text, tools and images on the UBL UK website are owned by us or our licensors and licensees.
- 28.2 You are not allowed to replicate or adapt our intellectual property in whole or in part without first obtaining our written consent, except for the purposes of accessing our products and/or services and for producing print outs for your own personal and non-commercial use.

#### **29. Unavailability of Services:**

- 29.1 If we are unable to provide the services detailed in these Personal Banking General Terms and Conditions or Specific Conditions, we will inform you.
- 29.2 We will not be responsible for any loss or damage you suffer because of the unavailability of services due to those events described in Clause 30 below.

#### **30. Force Majeure**

- 30.1 Provisions conferring liability on us in respect of the services provided under this Agreement will not apply where the liability is due to:
  - 30.1.1 Abnormal or unforeseeable circumstances beyond our control, where the consequences would have been unavoidable despite all efforts to the contrary; or
  - 30.1.2 Obligations under any provision of national or EU law or regulation (including, but not limited to, anti-money laundering legislation).

#### **31. Entire Agreement**

- 31.1 These Personal Banking General Terms and Conditions, the information on our Interest Rates Sheet, exchange rates and fees provided to you on our Personal Account Schedule of Charges and any Specific Conditions applicable to your Account, product or service all consist of the terms agreed between you and us regarding your Account.
- 31.2 We may not always strictly enforce our rights under this Agreement. However, if we do this, it will be just a temporary measure and we may enforce our rights strictly again. You should not thereby infer that we have waived any rights we may have to enforce the terms of this Agreement in the future.
- 31.3 Each condition (including any Specific Terms and Conditions) is separate from all other conditions, so that if one condition is found to be invalid or unenforceable it will not affect the validity or enforceability of any other conditions.

#### **32. Taxation**

- 32.1 We will pay interest gross to your Account. It is your responsibility to ensure that the applicable tax is paid.
- 32.2 We may be required to collect and report information on you, (such as your name, address, Tax Identification Number and Account balance details to meet national and international legal taxation and reporting obligations imposed on us by HMRC under the Common Reporting Standard (and other, similar Automatic Exchange of Information Agreements) imposed on financial institutions. This information may be passed to other overseas tax authorities in accordance with the provisions of any law, legislation or regulation of the UK.

- 32.3 You agree to provide us with personal information, declarations or certifications that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether your Account details will need to be reported to HMRC.
- 32.4 You agree to inform us promptly in writing (and in any event within 30 days) if any of your personal information changes or there is any change in your circumstances following any certification that you may have provided to us.
- 32.5 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.
- 33. Jurisdiction and Governing Law**
- 33.1 The terms of this Agreement and any dispute arising out of or in connection with this it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England.
- 33.2 The courts of the part of the UK in which you reside have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Personal Banking General Terms and Conditions or the Personal Banking Specific Terms and Conditions (including any dispute regarding the existence, validity or termination of this Agreement).
- 33.3 You and UBL UK agree for each other's benefit that the courts of the part of the UK in which you reside are the most appropriate and convenient courts to settle any dispute arising (including non-contractual disputes or claims). As a result neither you nor UBL UK shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law you and UBL UK may take concurrent proceedings in a number of jurisdictions.

