



Habib Bank Zurich plc

FIXED RATE E-DEPOSIT ACCOUNT TERMS AND CONDITIONS

Effective April 2021

Habib Bank Zurich plc is incorporated in England & Wales and trades under the name "Habib Bank AG Zurich". Our registered address is at Habib House, 42 Moorgate, London, EC2R 6JJ. Our Company register number is 08864609. Habib Bank Zurich plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA.

PLEASE READ THESE TERMS AND KEEP THEM IN A SAFE PLACE. YOU CAN ASK FOR A FURTHER COPY OF THE TERMS AT ANY TIME.

1. INTRODUCTION

- 1.1. These terms and conditions (the “Terms”) form part of the agreement between you and us, Habib Bank Zurich plc (“HBZ”).
- 1.2. These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. They contain important information regarding the HBZ Fixed Rate E-Deposit Account. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website www.habibbank.com.
- 1.3. Your agreement with us consists of these Terms, the Online Application you complete and any additional conditions that may apply to the HBZ Fixed Rate E-Deposit Account which are described within these Terms.
- 1.4. The additional conditions include the following, as applicable: (1) all interest rates that apply to the HBZ Fixed Rate E-Deposit Account; (2) all charges and other information that applies to the HBZ Fixed Rate E-Deposit Account; (3) the Welcome Pack we send to you; and (4) any other terms that we provide to you from time to time.
- 1.5. You can find details of our interest rates and charges on our Website and at any of our Branches in the UK.

2. DEFINITIONS

2.1. In the Terms:

“Account” means your HBZ Fixed Rate E-Deposit Account opened by you with us;

“Account Opening Date” means date your Account was opened as stated in the text message and email we will send to you if your Online Application to open a HBZ Fixed Rate E-Deposit Account is successful;

“Account Term” means the period of time chosen by you when completing the Online Application (and any new Account Term as provided in clause 12.5) during which you agree you will not be able to withdraw your Deposit;

“Account Term Start Date” means the date stated on a Deposit Confirmation Certificate as the date your Deposit was received and credited to your Account;

“Branch(es)” means our branches in the United Kingdom;

“Business Day” means Monday to Friday, except if such day falls on a day which is a public holiday in England;

“Deposit” means the payment amount you will transfer and deposit in your Account as specified by you in the Online Application (and any new Deposit as provided in clause 12.5);

“Deposit Confirmation Certificate” means the certificate we will send you when your Deposit has been received by us and credited to your Account (and any new Deposit Confirmation Certificate as provided in clause 12.5);

“HBZ Fixed Rate E-Deposit Account” means the Pounds Sterling denominated fixed interest rate account offered by us to eligible persons which is applied for online;

“Online Application” means the online application form that you will be required to complete in order to open a HBZ Fixed Rate E-Deposit Account or are deemed to have completed as provided in clause 12.5;

“you” and “your” means the account holder or if the Account is in joint names, all account holders;

“we”, “us” and “our” means the UK operations of Habib Bank Zurich plc and whose registered address in the UK is Habib House, 42 Moorgate, London EC2R 6JJ; and

“Website” means our website which is accessed by clicking on the link for the UK on the website www.habibbank.com.

3. INFORMATION ABOUT US

- 3.1. Habib Bank Zurich plc is incorporated in England and Wales and trades under the name of "Habib Bank AG Zurich". It operates in the UK through its network of Branches. Our registered address in the UK is Habib House, 42 Moorgate, London EC2R 6JJ. Our Company registration number in the UK is 08864609.
- 3.2. Habib Bank Zurich plc is incorporated in England & Wales and trades under the name "Habib Bank AG Zurich". Habib Bank Zurich plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request or by visiting their websites for further details: <http://www.bankofengland.co.uk> and/or <http://www.fca.org.uk/>

4. CONTACTING EACH OTHER

- 4.1. We may contact you by post, telephone or email by using the latest mailing address, telephone number(s) or email address that you have provided us. It is your responsibility to ensure that we have your correct contact details.
- 4.2. In the case of any joint account, correspondence (including statements) will normally be addressed to the name(s) mentioned in the title of the Account shown in our records (subject to any legal requirements or unless you request otherwise) and sent to the correspondence address provided to us. Each account holder named in the title of the Account is responsible for passing information we send to the other account holders.
- 4.3. You may contact us in any of the following ways:

You can write to us at:

HBZ eDeposit Unit

Habib Bank Zurich plc
42 Moorgate
London,
EC2R 6JJ

Telephone: +44 (0) 20 7452 0205. Our lines are open Monday to Friday between 9am to 5 pm.

Or

E-mail: edeposit.uk@habibbank.com

- 4.4. If you email us, or give us your email address, we will keep a record of this and you agree to communications being sent to you at that email address. We will not give your email address to any unauthorised third parties. However, if you send us an email, please remember that it will be insecure and could be intercepted. If you do send us an email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.
- 4.5. It is imperative that you inform us of any change in your address, telephone number or email address registered in our records by writing to us. In such cases we will require the original or self-certified copy of the following: (If required)
- Your passport or driving licence (if not already used as proof of address)
 - For proof of address, please note the following;
 - A bank statement less than 3 months old (Original – Not one obtained from the internet)
 - Utility bill less than 3 months old
 - Council tax bill / letter (For the current year)
- 4.6. We may monitor or record telephone calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place so that we can check your instructions and monitor our quality of service, for business purposes such as quality control and training and prevention of unauthorised use of our telecommunications systems our Website, ensuring effective systems operation, prevention and detection of crime, and protection of your personal data. You are consenting to such recording or monitoring.
- 4.7. All written communications between us will be in English.

5. IMPORTANT FEATURES OF HBZ FIXED RATE E-DEPOSIT ACCOUNTS

- 5.1. The HBZ Fixed Rate E-Deposit Account is a fixed term internet account. This means that it can only be applied for online.
- 5.2. The Account Term of your Account is fixed for the period selected by you when you apply.
- 5.3. It pays a fixed rate of interest for the Account Term you choose when you complete the Online Application.
- 5.4. As it is for a fixed Account Term (subject to the provisions stated below) you should not place your funds in an HBZ Fixed Rate E-Deposit Account if you may need to have access to them before the Account Term ends.

You CANNOT withdraw your money from your Account until the Account Term ends except in “exceptional circumstances” as stated in clause 15.2.

Subject to these Terms, you have 14 days after opening your Account to tell us if you want to close/cancel it as long as your Deposit has not been received in your Account.

6. ELIGIBILITY AND OPENING AN ACCOUNT

6.1. In order to be eligible to open a HBZ Fixed Rate E-Deposit Account:

6.1.1. if you are a new customer: (i) you need to be individual: (ii) aged 18 or over; (iii) resident in the UK for tax purposes; (iv) have a permanent verifiable UK address; and (v) have a personal account with a bank or building society account in the UK.;

6.1.2. if you are an existing customer of ours: (i) you need to be an individual: (ii) aged 18 or over; (iii) resident in the UK for tax purposes; and (iv) have a permanent verifiable UK address; and

6.1.3. you must have properly completed the Online Application form and your application has been accepted by us.

6.2. We verify your identity and address by checking a number of electronic databases. This process involves matching your personal details against a range of publicly available records and credit records. We will require you to provide us with details of your current passport or driving licence, in order for us to process your Online Application. If we are not able to verify the details provided to us, for example if you have recently moved house or have little or no credit history or for any other reason, we will ask you to provide documentary proof of identity. We may, if necessary require you to provide us with a certified copy of your passport or some other documents.

6.3. In case we are not able to verify your details or you do not provide any documents that we have requested you then we will not be able to open an account for you.

6.4. We reserve the right in our sole opinion to decline your application to open a HBZ Fixed Rate eDeposit Account.

6.5. If your application to open a HBZ Fixed Rate E-Deposit Account is successful then we will send you a text message and an email to the mobile number and email address you provided in the Online Application. The text and email will state the Account Opening Date, the fixed rate of interest, reference number of your Online Application and your Account details, such as account name, account number and sort code. Please use these details when transferring your Deposit.

7. SOLE OR JOINT ACCOUNT

7.1. You can open a sole or joint account for up to two individuals.

7.2. Joint Account

7.3. If you open a joint account then this will be a joint and several account. This means any one of you will be able to give us instructions. “Joint operation” accounts i.e. accounts that require both or all signatories to sign and agree any instructions are not permitted.

- 7.4. You each authorise us to accept instructions signed or given by any one of you but not converting a joint account to a sole account.
- 7.5. If any one of you tells us of a dispute between the joint account holders, we may treat this as notice of cancellation of the authority set out in clause 7.4. If we do, any further transactions we will need the authority of all the joint account holders and the use online banking, may be suspended. You are still responsible to us individually and jointly.
- 7.6. In the event of the death of any of you, the survivor(s) have authority to operate the Account (or any of them). The funds will be made available to the survivor(s) on the Account, who may choose to keep the funds remain invested.
- 7.7. Any notices sent by us to any of the account holders will count as notice sent to all of the parties.
- 7.8. You can apply for another online or HBZ Fixed Rate E-Deposit Account by submitting a new application and by selecting a new product you are interested in. However, please note that we will place the funds under the same account details but under a different Account Term.

7.9. Giving us instructions

7.9.1. We can act on instructions given by you:

- 7.9.1.1. on a document bearing your original signature(s); or
- 7.9.1.2. by telephone or email (subject to clause 16.3 below and our verification and security procedures being satisfied) unless in these Terms we have specified that such instruction must be in writing. You agree that we may rely on any information quoted in an instruction as correct.

7.9.2. We can refuse to act on any instruction if:

- 7.9.2.1. we believe that you did not give us the instruction; or
- 7.9.2.2. the instruction is not clear or incomplete; or
- 7.9.2.3. we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- 7.9.2.4. we believe that the instruction requires further validation/verification.

8. DEPOSIT REQUIREMENTS

- 8.1. The minimum and maximum deposit required to open a HBZ Fixed Rate E-Deposit Account is: Minimum of £5000 (Pounds Sterling one thousand) and Maximum of £1,000,000 (Pounds Sterling one million).

(The Bank may change the minimum and maximum deposit requirements from time to time)

9. DEPOSIT PAYMENT

- 9.1. In the Online Application, you will need to indicate the amount of your Deposit and the Account Term.
- 9.2. We must receive and credit your Account with your full Deposit within 30 (thirty) calendar days of the Account Opening Date.

- 9.3. The payment or transfer of the Deposit into your Account must be done from a UK bank or building society account held in your name and the amount must be the same as that specified in your Online Application. *(Any change must be notified by writing to us or emailing us)*
- 9.4. You are not allowed to pay/transfer the Deposit from a non UK bank or building society and if you do then we will advise you and return the funds to you.
- 9.5. You can pay or transfer the Deposit in any of the following ways:
- 9.5.1. by sending us a cheque made payable to yourself from your own bank account with a UK bank or building society. On the reverse of your cheque you must write the account name, account number of your Account and the reference number of your Online Application; 9.5.2. by using the online banking services of your UK bank or building society;
- 9.5.3. by asking your UK bank or building society.
- 9.6. When you transfer/pay the Deposit, you must quote your Account number and the unique account reference number which were be sent to you in the text message and in the email mentioned in clause 6.5 above.
- 9.7. We will send you a Deposit Confirmation Certificate once your Deposit (in compliance with these Terms) is received in your Account.
- 9.8. Once we receive the full amount of your Deposit, you cannot increase it until the Account Term ends. Please note that you can only make one payment into your Account from your nominated bank account at the time of completing your Online Application.
- 9.9. Your Account will be automatically closed if your Deposit is not received and credited as provided in these Terms within 30 calendar days of the Account Opening Date.

10. ACCOUNT TERM

- 10.1. You will need to select the Account Term when completing the Online Application. During such period you will not be able withdraw your Deposit.
- 10.2. The Account Term will start on the Account Term Start Date (unless it is not a Business Day in which case it will start on the next Business Day) and end on the last day of the Account Term.

11. INTEREST

- 11.1. The interest rate is fixed for the Account Term of your Account. We will pay a fixed rate of interest depending on the length of time you choose to save. This means that the interest rate will not change during the Account Term. We show the different fixed interest rates on our Website.
- 11.2. Interest will be earned on your Deposit from the Account Term Start Date until the Account Term ends.
- 11.3. Interest will be paid into your Account on the last day of the Account Term of your Account. If the Account Term ends on a Business Day we will pay you interest up to and including that Business Day. If the Account Term ends on a day that is not a Business Day then we will pay you interest up to and including the next succeeding Business Day.

11.4. Please note that the details of your Account and fixed interest rate are supplied in the email we will send you (see clause 6.5 above).

11.5. No interest is payable if your Account is closed before the end of the Account Term. However, we will not charge you any penalty for early closure / withdrawals.

12. WHAT HAPPENS WHEN THE ACCOUNT TERM ENDS

12.1. We will send you a reminder at least 14 (fourteen) days before the Account Term ends along with various information (such as the current interest rates for HBZ Fixed Rate E-Deposit Accounts and other accounts/products we believe may be of interest to you) and form(s) for you complete, sign and return to us advising us what you wish us to do with your money after the Account Term ends ("Instruction Form").

12.2. We will pay you the interest earned on the Deposit on the day the Account Term ends.

12.3. You will be able to transfer your Deposit and interest earned the next Business Day after the Account Term ends.

12.4. If we receive your Instruction Form (as defined and described in clause 12.1 above) before the Account Term ends and you indicate that you want all your Deposit and interest earned to be transferred to you then we will transfer the funds into the nominated bank account you specified in the Online Application. If you wish for us to transfer these funds into a different account then you must complete the relevant section of the Instruction Form and return it to us so that we receive it at least 7 (seven) days before the Account Term ends.

12.5. If we receive your Instruction Form (as defined and described in clause 12.1 above) before the Account Term ends and you indicate that you want all or part of your Deposit and interest earned to remain in your Account but with a new Account Term, new fixed interest rate and such other details as we may request then we will consider your request (without any obligation to agree to your request). If we agree to your request then we will send you a text message and email as stated in clause 6.5 above and it will be deemed and you agree that: (i) you have completed a new Online Application; (ii) your Deposit is a new Deposit; (iii) it is subject to a new fixed interest rate; and (iv) such new Deposit is subject to these Terms. In such case the procedures stated in these Terms will be followed, for example, clause 6.5 above and a new Deposit Confirmation Certificate will also be sent to you.

12.6. Automatic rollover of your Deposit for a similar Account Term as that previously applied by you is not permitted.

12.7. If we do not receive your Instruction Form (as defined and described in clause 12.1 above) before the Account Term ends or if we do but it is incomplete, unclear or it does not comply with these Terms then your Deposit and interest earned will be transferred to our sundry accounts until you advise us (to our reasonable satisfaction) in writing (not email) what you wish us to do. No interest will be payable while your Deposit and interest is in our sundry accounts.

13. TAX PAYABLE ON YOUR FUNDS:

13.1. Please note all the interest we pay will be without any tax deducted i.e. paid at gross rate. It is your responsibility to ensure that any interest received exceeding your Personal Savings Allowance to

which you are entitled; you may have to pay tax at the applicable rate. Once again, it is your responsibility to ensure that tax is paid. This would need to be paid directly to HM Revenue & Customs ('HMRC').

13.2. Please note that you may be subject to external or additional tax or costs that we do not charge or deduct. For example, you may be liable to pay extra/higher rate of income tax on the interest you earn depending on your individual circumstances.

13.3. Please contact the HMRC directly at www.hmrc.gov.uk if you need more information on tax or tax exemptions.

14. STATEMENTS

14.1. We will not send you any paper statements relating to your Account. However, a deposit certificate confirmation will be sent out to you detailing your deposit term and interest detail on your residential address.

15. CLOSURE OF YOUR ACCOUNT

15.1. Unless clause 15.2 is applicable, you cannot close your Account on or after the Account Term Start Date.

15.2. Withdrawals or early closure of your Account is not allowed but if in our sole opinion there are "exceptional circumstances", then we may (without any obligation and in our sole discretion) return your Deposit to you (without any interest) and your Account will be closed. You will not be charged for this. We may ask you to provide evidence to support your request. We will not be obligated to give any reason for our decision as it is purely discretionary.

15.3. We can close your Account at any time and return your Deposit to you, or any person authorised by law without any interest due (if that is appropriate) where:

15.3.1. you have seriously or persistently broken any of these Terms;

15.3.2. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;

15.3.3. your Account is, or we reasonably suspect your Account is, being used for an illegal purpose;

15.3.4. you are, or we reasonably suspect you may be acting fraudulently;

15.3.5. your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your Account;

15.3.6. you were not entitled to open your Account; or

15.3.7. if we reasonably consider that by continuing this agreement: (i) we may break a law, regulation, code, court order or other duty; or (ii) we, our parent or another member of our parents group, may be exposed to any action or censure from any government, regulator or law enforcement agency or there is in our sole opinion a reputational risk.

15.3.8. We will give you notice in writing immediately after your Account has been closed.

15.3.9. We may close your Account for any other reason by giving you at least 60 days written notice. If we close your Account we will return your Deposit (without interest) by either issuing a cheque or as stated in your written instructions.

16. SECURITY

16.1. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details relating to your Account (the "Security Details"). These precautions include but are not limited to the following, as applicable:

16.1.1. never writing down or otherwise recording your Security Details such as personal details, passwords and account number in a way that can be understood by someone else;

16.1.2. not choosing Security Details that may be easy to guess;

16.1.3. keeping your Security Details unique to your Account; and

16.1.4. changing your Security Details immediately and telling us as soon as possible if you know, or even suspect, that your details may have been compromised.

16.2. If any Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must notify us without delay by calling the phone numbers available on our Website.

16.3. We may suspend, withdraw or restrict the use of telephone and/or email instructions/services where:

16.3.1. we have reasonable grounds to suspect that your Security Details have not been kept safe or are compromised; or

16.3.2. we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details.

16.4. Unless we are unable to contact you or there is a legal reason or there are other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible, we will notify you in writing and give our reasons.

17. UNFORESEEN CIRCUMSTANCES

17.1. We will not be responsible to you if we fail to comply with any of the Terms:

17.1.1. due to abnormal and unforeseen circumstances beyond our control, the consequence of which would have been unavoidable despite all efforts to the contrary; or

17.1.2. where our failure to comply is due to obligations under international, European or national laws.

18. CHANGING THE TERMS

18.1. We may make changes to these Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you at least 60 days advance written notice and will be published on our Website.

19. REASONS FOR MAKING CHANGES

19.1. We may make any change to these Terms for all or any of the valid reasons set out below but not limited to:

19.1.1. if the change is favourable to you.

19.1.2. following, or in anticipation of, and to respond to a change in any relevant laws, regulation or to respond to a change in industry guidance or code of practice or good banking practice.

19.1.3. to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.

19.1.4. to respond to the costs or consequences of any event beyond our control that may impact our provision of Accounts, services or facilities to you.

19.1.5. to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.

19.1.6. to improve the services that we provide.

19.2. Where we make any change under this clause, the change will be proportionate to the underlying reason for the change.

20. YOUR INFORMATION, DISCLOSURE AND CREDIT REFERENCE AGENCIES

20.1. Disclosure of your information

20.1.1. We will treat all your personal information as private and confidential (even when you are no longer a customer). No details about your Account nor your name and address will be disclosed to a third party, other than in exceptional cases permitted by law or where disclosure is made at your request or with your consent including where:

20.1.1.1. we are legally compelled to do so;

20.1.1.2. there is a duty to the public to disclose;

20.1.1.3. our interests require disclosure; or

20.1.1.4. disclosure is made at your request or with your consent, e.g. under these Terms.

20.2. Credit reference agencies

20.2.1. We will check the following records about you and others when you complete the Online Application and on a periodic basis.

20.2.1.1. 20.2.1.1 our own records;

20.2.1.2. 20.2.1.2 those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information; and 20.2.1.3. 20.2.1.3 those at fraud prevention agencies (FPAs)

20.2.2. We will make checks such as verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your Account with us.

20.2.3. If you are making a joint application or tell us that you have a spouse/partner (“your partner”), we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

20.2.4. We may also provide information to our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank Zurich plc to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. This may include information about how you manage your Account including your account balance, credit limit and/or any arrears.

20.2.5. You can visit our website www.habibbank.com if you would like to read the full version of the guide on how your personal data may be used by us and CRAs and FPAs.

20.3. Fraud prevention agencies.

20.3.1. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention. Law enforcement agencies may access and use this information.

20.3.2. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking applications and managing credit or other facilities and recovering debt.

20.3.3. We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

20.3.4. We and other organisations may access and use from other countries the information recorded by FPAs.

20.3.5. We can provide the names and addresses of the credit reference and fraud prevention agencies we use.

20.3.6. If you would like a copy of your information held by them, contact should be made to them directly. The agencies may charge an administration fee.

20.4. We may share information about you and the conduct of your Accounts with:

20.4.1. our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank Zurich plc or other financial institutions if this is necessary to enable us to provide you with, without limitation, any service or facility or otherwise which you applied for. It is clarified that in order to process any application, we may in compliance with our policy(ies) and procedure(s) require your application to be reviewed by our parent bank, Habib Bank AG Zurich in Switzerland or elsewhere and in such case will need to transfer such relevant information to a country which does not provide the same level of protection for personal information (which means any information obtained by us from you or from a third party in connection with a service or product provided to you) or data as within the EU. However, where any of your personal information is transferred to and share with our parent bank, Habib Bank AG Zurich and elsewhere we will require your personal information to be protected to at least UK standards.

20.4.2. other third parties if this is necessary to enable us to provide you with the service you applied for or for purposes of fraud prevention, audit or debt collection. If you are applying for a joint account, we may also disclose any of the information that you provide to us to the other joint account holder(s).

20.5. We may contact you with information about our services which we feel may be of interest to you, unless you have asked us not to do so.

20.6. If you have any questions about your personal data held by us, please contact us.

20.7. Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

21. OUR RIGHT OF "SET-OFF"

21.1. We shall have a right of set-off and lien on credit balances in your Account.

21.2. If you fail to pay us any amount which you owe us (in your sole name or which you hold jointly with another person(s)) anywhere we may use the money that you hold in the Account to reduce or repay the amount which you owe to us.

21.3. We will not use our right of set-off against any money which we hold in the Account which you have advised us is not yours, or against any money which we are required to hold by law in an account in your name for someone else, or in any way that contravenes any law, regulation, code of conduct or industry guidance.

21.4. If we are considering exercising our right of set-off, we may remind you of this right in advance and if we do exercise it then we may tell you why and when it was done.

22. ASSIGNMENT

22.1. We may transfer, assign, or pass our rights or obligations under these Terms /agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under these Terms /agreement. We will only do this if the transferee agrees to exercise the transferred rights

and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer and we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

22.2. You may not transfer or assign any of your rights or obligations under these Terms.

23. YOUR STATUTORY RIGHTS

23.1. Nothing in these Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services or any rights you may have to close your Account and/or claim compensation.

24. COMPLAINT HANDLING AND REDRESS

24.1. If you wish to make a complaint about any of our products or services, please contact us in person, by writing to us or by post, email or telephone. Further information on our complaints handling procedures is available upon request in our Branches or by telephoning us. We will investigate the circumstances and, if necessary, set about putting matters right, as quickly as possible.

24.2. In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you can refer your complaint to the Financial Ombudsman Service, details of which are available on request. The Financial Ombudsman Service provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London, E14 9SR, by telephoning 0845 080 1800 or by visiting their website www.financialombudsman.org.uk.

24.3. We are also covered by the Financial Services Compensation Scheme (the "FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. You may be entitled to compensation from the FSCS if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Most depositors including most individuals and small businesses are covered by the FSCS.

24.4. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. 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, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with us, including their share of any joint account and not to each separate account.

24.5. For further information about the FSCS (including the current limits, amounts covered and eligibility to claim please contact the FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, telephone 020 7892 7300 or on their website www.fscs.org.uk.

25. WAIVER

25.1. No delay or omission by us in exercising any of its rights shall operate or be construed as a waiver, nor shall any single or partial exercise of any such right prevent any other or further exercise thereof or the exercise of any other right.

26. COMPLIANCE WITH LAW

- 26.1. We may take whatever action we consider appropriate to meet any obligations, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions.
- 26.2. We shall not be responsible to you or any third party for any loss incurred as a result of us taking the actions set out in the clause above.
- 26.3. We may require you to provide us with information and documentation in relation to your tax obligations both within the UK and, where appropriate, overseas, and we may share this information and documentation with domestic and foreign tax authorities.
- 26.4. You shall be responsible for complying with all laws and regulations applicable to you. This also includes your obligation to declare and pay taxes

27. GOVERNING LAW AND JURISDICTION

- 27.1. For accounts opened in the UK, these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.