

GENERAL TERMS AND CONDITIONS

Version: 9 December 2024

1. Introduction

These terms and conditions apply to products and services provided by BEAUK from 9 December 2024. This is an Agreement between you and BEAUK explaining our obligations to you and your obligations to us. These terms apply to all BEAUK products and services. Please read these terms and keep them in a safe place. Additional copies of these terms are available on request.

Additional terms, which include our charges and the interest rates, notice periods, minimum or maximum balances and terms specific to a particular product or service (**'Specific Terms'**) may also apply. We will tell you what these additional terms are when you open an account or apply for a new service.

In the event of any inconsistency, Specific Terms will prevail over these General Terms.

1.1 Definitions and interpretation

'Agreement' means these General Terms, any Specific Terms, fees detailed in the Bank Charges leaflet and the Banks Tariff of Charges for Loans and Advances.

'AISP' means Account Information Service Provider who provides online account information services. If you have granted permission to an AISP, they will be able to access certain online transactions from one or multiple providers all in one place. You could be able to see the balance of credit held with one provider and the current account of your other provider.

'APP Scam' (authorised push payment scam) means where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade you into transferring funds from your account into another account in the UK which is not controlled by you, where:

- the recipient is not who you intended to pay; or
- the payment is not for the purpose you intended.

But an APP Scam does not include where:

- you are a party to the fraud or dishonesty; or
- the transfer is to an account provided by a credit union, municipal bank or national savings bank (or in the case of a CHAPS payment a financial market infrastructure provider), or an account which cannot send or receive payments using Faster Payments or CHAPS.

'Arranged Overdraft' means an amount that we agree with you in advance that you may borrow money when there is no money left in your account. The Agreement determines a maximum amount that can be borrowed, and whether you will be charged fees and interest.

'Banker's Cheque' means a cheque payable to a particular Payee drawn directly on our account.

'Banking Day' means the day when banks are open for business both in London and in the financial centre where payment is to be made.

'BEA Group' means The Bank of East Asia Limited and members of its group (as that term is defined in section 421 of the Financial and Markets Act 2000) from time to time.

'Branch' means any of our branches in the United Kingdom.

'Cash Withdrawal in Pounds in the UK' means you take cash out from your account in pounds at a cash machine or Branch in the UK.

'Cleared Balance' means funds that we will allow you to withdraw against (subject to any restrictions on withdrawals) and includes any Arranged Overdraft limit on your account, but may also include late returned cheques.

'Correspondent Bank or Agent' means another bank that accepts deposits from and performs services for BEAUK.

'Data Protection Legislation' means any applicable data protection and/or privacy legislation, including the General Data Protection Regulation (EU) 2016/679, Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any national implementing legislation, in each case together with any legislation amending, augmenting or replacing the same.

'Demand Draft' means a draft payable to a particular Payee outside the UK, drawn on our Correspondent Bank or Agent.

'Direct Debit' means you permit the recipient to instruct us to transfer varying amounts from your account to the recipient after you have completed a Payee authority Direct Debit form. We then transfer the money to the recipient on a date or dates agreed between you and the recipient.

'Electronic Payment' means financial transactions performed via secured computer based systems such as telegraphic transfers.

'Governmental Authority' means any government, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation-making entity in the United Kingdom or any part or subdivision thereof or any local authority, district or other subdivision thereof.

'Instruction' means, with respect to your account, any request given by you or, if relevant, by the joint account holder(s) or a third party under a third party mandate or otherwise in accordance with the Agreement, for a deposit, withdrawal, transfer, payment, balance or any other account function we make available to you.

'Maintaining the Account' means the opening, maintaining and operating of accounts by us for transmitting money by you. These services would normally be provided in current or savings accounts.

'Payee' means the person to whom you make a payment.

'Personal Data' means any information which enables an individual to be identified, directly or indirectly, including by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to their identity.

'PISP' means Payment Initiation Service Provider who provides online payment Instructions. The PISP will give payment Instructions as if you are making the payment via your Cyberbanking service.

'Reference Exchange Rate' means the BEAUK exchange rate which we provide or make available to you.

'Reference Rate' means any rate which is linked or set against an externally set interest rate such as the Bank of England Base Rate.

'Relevant Laws and Regulations' means all applicable laws, rules, regulations, directives, authorisations, licences, notices, Instructions, administrative practices, formal or informal guidance, policies, measures and statutes of any Governmental Authority (including any applicable regulations or requirements of the Financial Conduct Authority ("FCA") or any other relevant regulator having jurisdiction with respect to our business) in the United Kingdom and any regulatory codes of practice in relation to banking that we have publicly committed to follow.

'Standing Order' means you authorise us to make regular payments from your account to another account of a fixed amount on a fixed date.

'Time' means UK local time.

'TPP' means Third Party Provider who will provide certain online services so that you have easy access to view and/or manage your money. Account Information Service Provider (AISP) and Payment Initiation Service Provider (PISP) are two types of TPP that are authorised by law to carry out these activities.

'Unarranged Overdraft' means spending more money than you have in your account without our permission or if you have gone past your Arranged Overdraft limit and this has not been agreed with us in advance

'Uncleared' means funds from which you are not able to withdraw.

'We', 'us' and 'our' means The Bank of East Asia Limited in the United Kingdom (BEAUK).

'You' and 'your' means the account holder.

In these Terms **'include'** and **'including'** shall not limit any words following.

1.2 About us

We are authorised and regulated by the Hong Kong Monetary Authority. We are authorised by the Prudential Regulation Authority for regulated business in the United Kingdom. We are subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Authority are available from us on request. Financial Services Register number: 204628.

BEAUK is VAT registered number 539235336.

BEAUK is a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. Provided you meet the FSCS's eligibility

criteria, your deposits with us are protected up to a total of £85,000 by the FSCS, the UK's deposit guarantee scheme. This limit applies to the total value of deposits you have with us. Any amount of deposits you hold above the limit are unlikely to be covered.

For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000).

The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.fscs.org.uk or call 0800 678 1100 or 0207 741 4100.

Our website is www.hkbea.co.uk. The material on this website is addressed only to the UK market and is not intended for persons in other jurisdictions. The information on the site is based on our understanding of current law, regulation and HM Revenue and Customs practice at the time of going to press. Nothing on this website constitutes an offer to sell or solicitation to buy any securities, financial instruments, products or services or any advice or recommendation regarding them.

1.3 Our commitment

We endeavour to act fairly and reasonably in all our dealings with you and our commitment is summarised as below:

- we will give you clear information about our products and services, how they work, their terms and conditions and the interest rates which may apply;
- we will send you regular statements where appropriate;
- we will help you switch your accounts to and from other financial institutions;
- we will make sure that our advertising and promotional literature is clear and not misleading;
- we will investigate quickly and deal sympathetically to set matters right when you encounter any problems with us; and
- we will treat all your personal information as private and confidential.

2. Contacting each other

This section explains the methods both you and we can use to contact each other, and what will happen if we think a communication does not come from you.

It details important information about keeping your contact details up to date so we can always get in touch where we think there may be an issue.

2.1 We will contact you using the details we have for you in record. This could be your home or correspondence address, email address, phone and mobile numbers. If you have registered for Mobile Banking or Online Banking, we may also contact you through UK Cyberbanking or the BEA UK App.

2.2 If there is an emergency or we think there is a fraud on your account, we may also try other numbers you have told us can be used to contact you. We will use SMS,

telephone, or other secure method to contact you. We will ask you to verify your identity.

- 2.3 When we send you information through Mobile Banking or Online Banking, we will send you an email, text message or other secure method we have told you about to remind you to open it.
- 2.4 You may contact us by post, telephone, fax, email, visiting us at one of our Branches or via our website. Please see the back cover of this Agreement for our contact details. We will tell you if any of our contact details change. (Please see clause 27.2 for further information)
- 2.5 You should ensure that we have up to date contact details for you such as your address and telephone number. The address that you give us should be your main residence and will be used for the registered address of the account. For joint accounts, where the main residence differs, you should provide both addresses. Correspondence will normally be sent to the address of the first named account holder.
- 2.6 You must notify us of any changes to your contact details as soon as possible to safeguard the security of your information. We will change the details once we have your signed authority to do so but you should be aware that we may request documentary evidence to support the amendment. We may refuse to change the contact details until you have provided the necessary evidence. We will continue sending notices and communications to you at the last registered address that you provided to us, unless you instruct us otherwise. If you do not inform us the changes, we may not be liable for any losses that are incurred if you don't get information or notices from us.
- 2.7 You must give us Instructions in writing or under a relevant authority mandate. Instructions by telephone, fax, email or other forms of communication will only be accepted if you have previously signed the relevant authority mandate. Instructions will be accepted in both English and Chinese.
- 2.8 We can refuse to act on an Instruction if for any reason we think it was not given by you, was not clear, might cause us to breach a law or contractual duty or we think your account is being used for an illegal purpose.

3. Eligibility

This section explains who can open an account with us - if you do not meet the eligibility criteria, our products will not be available to you.

- 3.1 The minimum age to open an individual account is 16 or over, with specific age requirements applying to different account types, or for two individuals in joint names who meet these age requirements. We may allow three or more individuals to open a joint account at our discretion.
- 3.2 We may allow individuals aged 16 or under to open an account at our discretion.

3.3 To open an account with us you need to complete an account opening application form. We will ask you to provide proof of your identity and details of your permanent address for fraud prevention and compliance with any anti-financial crime regulation purposes. We may need you to provide additional documents and/or information if we think the information provided is not sufficient.

3.4 We can decline to open an account without giving any reason.

4. Joint Account

This section explains the rules for where you hold an account with someone else.

It is important as it sets out how instructions can be made in relation to that account and who needs to approve those instructions, as well as explaining what happens if one of you passes away.

4.1 If your account is a joint account, you authorise us to act on any Instruction given to us by any one of the joint account holders and we do not have any liability for acting or refusing to act on Instructions given by one of the joint account holders. If you do not agree to this, please inform us immediately in writing.

4.2 You are bound by this Agreement jointly. All of you together and individually are responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. (Please also see clause 15.2 below.)

4.3 When you open a joint account, at the time of opening the account, we will request that you to confirm who the main contacts and authorised signatories are.

4.4 In the event of the death of any one of you, the account shall be operated by the survivor(s) and we are authorised to pay the balance of the account to the survivor(s).

4.5 If we receive conflicting Instructions, we may refuse to act on the Instructions until such conflicts are resolved to our satisfaction.

4.6 If you notify us of any dispute between the joint account holders, or you otherwise request us, we shall only act on written Instruction signed by all of you.

4.7 If we close your account we will repay any credit balance to you jointly by issuing a cheque in the names of the joint account holders.

5. Change of name

This section explains what you must tell us if you change your name, so we can ensure your details are up to date. If you do not tell us promptly, you may not be able to recover any costs you incur from us due to us using the wrong name.

5.1 If you change your name, we will ask for proof of any name change and a specimen signature in the new name. We may refuse to act upon the Instructions given in the new name until we have received satisfactory proof of the name change.

- 5.2 You must tell us as soon as possible when your name is changed. We will not be liable for any losses that are incurred as a result of the failure or delay in informing us of your change of name.

6. Third Party Authority

This section is important as it explains how you may let someone else use your account on your behalf. It explains when we will allow that to happen and what we will check before allowing it. You should remember that you should only let people you trust access your account, and that you may be responsible for all transactions they make whilst accessing your account.

- 6.1 You can authorise another person aged 18 or over to operate your account(s). You and the third party will both need to sign a third party mandate in respect of those account(s). On joint accounts, all of the account holders must sign. If you authorise another person to operate your account(s) then you will be responsible for their actions or omissions as if they were your own. If a person is properly authorised by you to operate your account and they make a payment as a result of an APP Scam, you may be eligible to be reimbursed under clause 9.14 below.
- 6.2 We will ask the third party you authorised to provide proof of their identity and permanent address for fraud prevention and compliance with any anti-financial crime regulation purposes. In most cases this should be sufficient, although we may request further identification information to prove who they are if it is not sufficient.
- 6.3 You can authorise a Third Party Provider (TPP) to access information on your account and to make payments from your account, provided that they are authorised by the FCA or another European regulator and you have given clear consent in writing. The TPP must act in line with the relevant legal requirements and be open and transparent so that we can identify who they are. We will treat any instruction from the TPP as if it was from you and the terms found within this Agreement will apply.
- 6.4 We may refuse a TPP access to your account or to accept payment instructions sent on your behalf if we believe there is any unauthorised or fraudulent access to your account by the TPP. See also clause 9.10.7.
- 6.5 If you have given consent to a TPP to view and initiate payments on your account, you are allowing us to share your personal information with the TPP as required for them to provide this service to you. You have the right to withdraw consent to the TPP if you no longer want them to access to view and initiate payment on your behalf. Should you wish to terminate your authority, you will need to inform us and the TPP in writing.

7. Bankruptcy

This section explains what will happen to your account if you go through a bankruptcy process.

- 7.1 If a petition for a bankruptcy order is presented against you then you agree that one, some or all of the following may occur and we may:

- refuse to act on any Instructions given by you or anyone else to make any payment out of your account unless you have previously obtained an appropriate court order;
- set up a separate account in the name of the Trustee in Bankruptcy to which any of your future payments in will be credited;
- ask you to return any cheque books or debit cards; or
- suspend or stop your ability to make payment via Cyberbanking and Mobile Banking.

7.2 If you become bankrupt and hold a fixed time deposit account in your sole name, we will repay the balance and any interest that has accrued to the appropriate insolvency practitioner or other third party responsible for administering the bankruptcy, without notice or loss of interest. We will do this when we receive the necessary legal documents to confirm the bankruptcy and to confirm the authority of the person administering your estate. Alternatively, that person can ask us to retain the deposit until maturity. If you hold the deposit jointly with others, we will require their Instructions as well as the Instructions of the person administering your estate.

8. Payment into your account

This section tells you how you may put money into your account in different ways.

It sets out how long it will take for the money to be added to your balance and be available to you/start earning interest.

This section also contains details of when particular types of payment into your account may trigger a fee to be payable.

8.1 Clearance of items paid to and from your account

8.1.1 Our 'clearance cycle' is the time it takes for money paid from or into your account to be deducted or added (Please see clause 8.3.4 for further information). This section applies to our normal clearance cycle for sterling cash paid into or taken out from your account, and sterling cheques (other than those drawn on foreign banks) paid into one of our Branches. If the cheque has been imaged, it could start to be cleared by the end of the next working day following the weekday it is paid into your account (before the cut-off time). The paying customer will find that the money will leave their account to a faster timescale.

8.1.2 If incorrect details have been provided to us at the time of paying in, the payment may be delayed or credited to the wrong account. We will not be liable for any loss incurred by you. We will also not be liable for any delay to the payment being made.

8.2 Cash paid into your account

8.2.1 When you pay cash into your account at one of our Branches, the money will be shown in your account immediately and you will be able to withdraw on the same day. For interest calculation purposes, the cash is considered cleared and it starts to earn interest on the day it is paid in.

8.2.2 You must not send cash to us by post.

- 8.2.3 When you pay foreign cash into your foreign currency account, we will charge a handling fee for this transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. This fee will be deducted from the monies deposited before the account is credited.
- 8.2.4 For your security and for fraud prevention purposes, when you make a deposit, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the deposit without proof of identity.
- 8.2.5 We may ask you to provide information to support the source of your deposited funds, such as a receipt. We may decline the deposit based on the information provided to us or if you fail to provide us with any requested information.

8.3 Cheques paid into your account

- 8.3.1 When you pay a cheque into your account, you must ensure that you are named on the cheque as Payee otherwise we will not pay the cheque into your account. The only exception to this is if you have a joint account, then we will accept a cheque if it is in either of the joint account holder names. However, if a cheque or other item is made payable to joint names and there is no joint account, it cannot be paid into a sole account.
- 8.3.2 We will not accept a cheque older than 6 months. The start date is the date shown on the cheque and will expire 6 months after this date.
- 8.3.3 Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.
- 8.3.4 If the cheque you are paying in is payable in sterling and drawn on a bank in the UK, it will need to go through a process called 'clearing' before you can receive the money. We clear cheques using an image of the cheque. Cheque imaging is the process that enables images of cheques to be exchanged between banks and building societies, through the Image Clearing System, for clearing and payment. The process starts on the working day we receive the cheque, as long as we get it before the cut-off time (which is 2:00 pm). If not, we'll process it the next working day.

If you pay in a cheque on a weekday (before the cut-off time of 2:00 pm), you will be able to withdraw the funds by 23:59 on the next weekday and interest will start to accrue from that day. This is provided that the funds from the cheque have cleared in your account and are definitely yours (i.e., the cheque has not 'bounced').

23:59 on the next weekday is the latest time by which you can be guaranteed that the funds from the cheque are definitely yours and the cheque won't bounce.

For example:

Monday (Day 1): We receive the cheque before the relevant cut-off time and we start the clearing process.

Tuesday (Day 2): The money has cleared no later than 23:59 and is available in your account. You start to earn interest (where payable) from this point on the amount of the cheque. The cheque cannot 'bounce' at this stage.

Please note: The above apply on Banking Days and to cheques that are paid in before the cut off Time of 2:00 pm

8.3.5 These timings may be different if you pay in a cheque by post. In this case, we'll start the process when we receive the cheque. This will normally be the next working day after we receive the cheque.

8.3.6 If you withdraw money from uncleared funds, you will be charged interest and our applicable fee for Unarranged Overdraft(s).

8.3.7 Other than current accounts, you may not withdraw from uncleared funds.

8.4 Items paid into your account through branches of Lloyds Bank PLC

8.4.1 Subject to prior arrangement, cash and sterling cheques drawn on banks in the UK may also be paid into your account through branches of Lloyds Bank PLC using a pre-printed paying-in slip. There may be a charge by Lloyds Bank PLC for this service. If a charge is incurred, it will be payable to Lloyds Bank PLC for processing the cash or sterling cheques. While we will not know this charge in advance, once we are aware of the charge amount we will notify you. If you have any questions or concerns about the charges you should contact us using the contact details found on the back cover of this Agreement before using this service.

8.4.2 You must advise us of the Lloyds Bank PLC branch you wish to use before you pay in so that we can contact them to ensure they are ready to serve you.

8.4.3 When you pay cash and/or cheques into your account through a branch of Lloyds Bank PLC, you will normally have to wait 2 Banking Days after they have been paid in before you can withdraw the money.

For example:

Monday (Day 1): Cash and/or cheques paid in.

Tuesday (Day 2): You can normally use the money and you start earning interest. If a cheque is returned, we can deduct money out of your account without your permission

Please note: The above apply on Banking Days and to cash and/or cheques that are paid in before the cut off time at the particular branch of Lloyds Bank PLC.

8.5 Cheques paid in which are not honoured

If a cheque or other item paid into your account is later returned to us unpaid, we will deduct the amount originally added to your account. If we need to tell you that a cheque you have written or another item has been returned unpaid, we will do this in writing. If you have already withdrawn the amount of the unpaid cheque from your account or drawn against it, this could result in your account going overdrawn or an increase in your Arranged Overdraft and this will be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 for further

information). Depending on the reason given for it being unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Please note that different procedures apply to foreign cheques and other items. (Please see clause 8.6 for further information).

8.6 Paying in Foreign Cheques

- 8.6.1 You must sign on the back of any foreign cheques you pay into your account.
- 8.6.2 Unless you have a foreign currency account, we will convert the currency into sterling at the applicable Reference Exchange Rate. We will inform you of the fees we charge for collecting the cheque at the time of providing the service. Please refer to our Bank Charges leaflet or contact us for information.
- 8.6.3 If you wish to book a specific rate for a transaction or would like a quotation, please contact us. Please note that if you book a specific rate and then do not take it up, we may incur a Reference Exchange Rate loss in cancelling the booking. We will deduct any such loss from your account.
- 8.6.4 We may send a foreign cheque for collection but we are not obliged to do so. If we do, we will send it directly to the Correspondent Bank or Agent on which it is drawn and credit your account with the net proceeds once we have received payment.
- 8.6.5 For a cheque that we collect, we will deduct our fee from your account at the time of processing. Please refer to the Bank Charges leaflet for current fees or contact us for information. Where a foreign cheque is sent for collection to a Correspondent Bank or Agent, the Correspondent Bank or Agent may also make an additional charge for processing the cheque. These charges vary depending on matters such as the value of the payment and where the cheque is to be collected from, and are subject to change. While we will not know this charge in advance, once we are aware of the charge amount we will notify you. If you have any questions or concerns about the charges you should contact us using the contact details found on the back cover of this Agreement before paying in the cheque.
- 8.6.6 If the cheque is returned unpaid we reserve the right to deduct from your account any charges claimed by the Correspondent Bank or Agent on which the cheque is drawn.
- 8.6.7 Whilst we take care in choosing a Correspondent Bank or Agent when collecting foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause results in us receiving payment in a currency different than that of the cheque, neither we nor the Correspondent Bank or Agent will be liable for any loss in exchanging the proceeds into the currency of your account.
- 8.6.8 The process of clearing foreign cheques takes longer than clearing sterling cheques drawn on UK Banks. This typically takes about four (4) weeks, although could take longer.
- 8.6.9 Normally, the proceeds of foreign items collected will be sent to us electronically (This is also otherwise known as cable).

8.6.10 Due to difficulties that occur from time to time with foreign cheques drawn on foreign banks, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you. If this is the case, we will notify you in writing.

8.7 Electronic payments transferred to your bank account

8.7.1 When we receive funds, we will pay the funds into your account on the day we receive the payment.

8.7.2 When an electronic payment is made into your bank account, we will tell you the original amount we receive and any charges incurred by you. Even if the sender has agreed to pay all the charges, this does not include our charges. We will deduct our charges (inward transfer fee) when we pay the money into your account. Please refer to the Bank Charges leaflet for the fee that will be incurred or contact us for information. If a foreign exchange is involved, we will use Reference Exchange Rate at the time of transaction.

8.8 Payments to your bank account made mistakenly or fraudulently

8.8.1 We may be asked by another bank to return a payment that has been mistakenly paid into your account. If we reasonably believe this to be the case, we may:

- give you written notice of our intention to deduct the amount of the mistaken payment from your account and return it. If you do not agree that the payment has been made into your account by mistake, you must contact us within the time period as set out in the letter, otherwise we will return the payment;
- protect the amount of the mistaken payment from being used while we carry out the actions in 8.8.2 before we return it; and
- if you have used the amount to make a payment, transferred or withdrawn all or part of it, this will still apply. You will be asked to pay in money to fund either the partial or full amount.

8.8.2 Unless the law, any rules we are subject to and/or the Agreement with you impose a mandatory requirement on us to return the funds in the specific circumstances, if the payment was received more than 2 months ago and the law allows us to notify you of our intended actions, we will seek your consent before we return it.

8.8.3 If the payment is fraudulently paid into your account (including where payment was made as a result of an APP Scam), we can deduct it from your account at any time. We can do this even if you were not aware that the payment was made to you as a result of fraud or an APP Scam.

8.8.4 If the deduction of the payment from your account would either make your account go overdrawn or go over an Arranged Overdraft limit, this may be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 for further information). We therefore recommend you do not spend any balance resulting from payments you do not recognise or where you think there is a possibility that the payment was made as a result of fraud or an APP Scam - you should contact us immediately about these and we will advise you of the steps to be taken.

8.9 Balances

Your balance includes all transactions that have been posted to your account at the time of your request and may include uncleared items such as cheques. Your balance therefore may not represent funds that are available for you to withdraw.

8.10 Account details

8.10.1 To ensure that payments are made to the correct account, please use the pre-printed paying-in slips we have sent you. If you use blank paying-in slips provided at one of our Branches, please ensure you complete all the information accurately. If you send payment by post, please include full details of the account to which you want the payment to be made to.

8.10.2 If the total amount of the items being paid into your account is added up incorrectly on the pre-printed paying-in slip, we will correct it and credit the correct amount to your account. Unless the difference is nominal, we will tell you we have done this.

9. Payments from your account

This section tells you how you may pay money out of your account in different ways.

It sets out how long it will take for a payment to be sent to where you want it to be and when it will be deducted from your balance/stop earning interest.

It contains very important information on:

- *when we can refuse to make a payment;*
- *when you can ask for a future payment to be stopped before it leaves your account; and*
- *what you should do in the event you think someone has made a payment from your account without your permission.*

9.1 Cheques you issue

9.1.1 You must always write cheque in non-erasable ink. Do not leave spaces for other words or figures to be added.

9.1.2 You must only write cheques in the currency of your account. If you need to make a payment in a foreign currency or to a foreign bank account, please contact us.

9.1.3 You must put the actual date on the cheque. If you put a future date on the cheque, this will not prevent the Payee from paying it into their account before the date on the cheque. We can refuse to make any payment and an unpaid fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.1.4 If we receive for payment a cheque drawn on your account that is more than 6 months old, we do not have to pay it, but we may do so at our discretion.

9.1.5 We will make payment from your account provided there are sufficient cleared funds in your account or an agreed overdraft limit is available to cover the payments. We may take into account any other payments which we have paid or agreed to pay from your account. This will be regardless of whether or not those transactions have already been deducted from your account. Although we may consider the overall

position on all your accounts before deciding to make a payment from any one account, we are not obliged to do so.

- 9.1.6 You should not write a cheque unless you have available funds (or an Arranged Overdraft facility) in your account from which the cheque can be met. We can refuse payments due to lack of funds on your account at the close of the Banking Day before the payment is due to be made and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.1.7 We may decide to make payments from your account that may cause you to go overdrawn or to go over an Arranged Overdraft limit. This does not mean we will be willing to do so in the future.
- 9.1.8 We will deduct the cheque payment from your account 2 Banking Days after the Payee pays it into their account. More time may be needed for a cheque paid into a building society account or a bank outside England and Wales, or accounts held at a non-clearing bank. If a cheque you issued is presented for payment at our counters in the branch on which it is drawn the amount will normally be deducted from your account immediately.
- 9.1.9 If the deduction of the cheque payment from your account would either make your account go overdrawn or go over an Arranged Overdraft limit, we will charge you interest from the day the cheque payment is deducted from your account. This will be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 on overdraft for further information)
- 9.1.10 You should take care of your cheque book and your cheques. If your cheques are lost or stolen, or you think someone has signed any of your cheques without your permission, you must call your Branch immediately between the hours of 9:30 and 16:00.
- 9.1.11 You can stop a cheque payment up until noon on the day the cheque is presented to us for payment. (Please see clause 9.10.1 for further information)
- 9.1.12 Cheque books remain our property at all times. They must be returned on account closure or if we ask for their return if we suspect fraud, misuse, dishonesty or other similar crimes. We may also ask for their return to replace them for technical, security, regulatory or design reasons.
- 9.1.13 We will keep original cheques paid from your account or copies for at least six years, unless we have already returned them to you. Subject to this, if there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence. We may make a charge for this. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.2 Sending money outside the UK and European Economic Area (EEA) via Electronic Payment

- 9.2.1 You can instruct us to make Electronic Payments from your account to another account outside the UK and EEA. All authorised Instructions, once given, shall be

irrevocable and binding on you. Our record of Instructions and transactions shall be deemed to be conclusive evidence against you.

- 9.2.2 Instructions received by 3 pm on a Banking Day will normally be processed on the same day. Instructions received after 3 pm on a Banking Day or at any time on a non-Banking Day will normally be processed on the next Banking Day.
- 9.2.3 We will deduct any charges and any additional expenses we incur in making the payment when you give us the Instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.2.4 Payment may be made using a Correspondent Bank or Agent. The Correspondent Bank or Agent and the bank receiving the money may apply their own charges. That means the person receiving the money may receive less than the amount you have sent. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be. If you have any questions or concerns about the charges you should contact us using the contact details found on the back cover of this Agreement before finalising the Instruction.
- 9.2.5 If we make payment in a currency other than sterling, we will tell you the Reference Exchange Rate (please see clause 11 for further information) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you make a payment in sterling, we cannot control the exchange rate applied by a foreign receiving bank.
- 9.2.6 You must make sure that you give us the correct details of the Payee bank, including the bank SWIFT BIC address, national sort code, bank account number and the full name and address of the Payee. You must also provide us with your name and address. These details will be passed to the Payee bank.
- 9.2.7 We do not accept any liability for any loss resulting from your incorrect description of the Payee name and address, bank SWIFT BIC address, national sort code, bank account number or bank/branch details in any Instruction to us.
- 9.2.8 Normally you can expect payments to be received within 2 to 4 Banking Days after we process your payments. However there are times when payments may be received later than 2 to 4 Banking Days after they were sent. The actual time depends on the destination of the payment. Also, payments may be delayed if there are complications in their routing through foreign banking systems. As a result, we can give no general assurance of when the payment can be received. You are therefore advised to contact us to discuss your needs in advance.
- 9.2.9 All banks apply different cut-off times for the processing of payments. (For our cut off times, please see clause 9.2.2 above.)
- 9.2.10 We do not guarantee that the beneficiary will receive the same currency as in the payment Instructions. Please note that monies may be converted into the local currency or the currency of the account by the receiving bank.
- 9.2.11 For your security and for fraud prevention purposes when you make a payment, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient,

although we may request further identification information to prove who you are if it is not sufficient. We may decline the payments without proof of identity.

9.2.12 We may ask you to provide relevant information to support the source of your payments, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.

9.3 Sending money within the UK and European Economic Area (EEA) via Electronic Payment

9.3.1 You can instruct us to make Electronic Payments from your account to another account within the UK and EEA. All authorised Instructions, once given, shall be irrevocable and binding on you (although if you have been a victim of an APP Scam you may be entitled to reimbursement under clause 9.14 below). Our record of Instructions and transactions shall be deemed to be conclusive evidence against you.

9.3.2 Instructions received by 3 pm on a Banking Day will normally be processed on the same day. Instructions received after 3 pm on a Banking Day or at any time on a non-Banking Day will normally be processed on the next Banking Day.

9.3.3 We will deduct any charges and any additional expenses we incur in making the payment when you give us the instruction. You cannot pay the charges for the recipient (applicable to all currencies sent to an EEA), all charges payable by the recipient will need to be paid by them and if you wish to pay those charges you will need to make arrangements for this with the recipient. Please refer to the Bank Charges Leaflet for current fees or contact us for information.

9.3.4 If we make payment in a currency other than sterling, we will tell you the Reference Exchange Rate (please see clause 11 for further information) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you make a payment in sterling, we cannot control the exchange rate applied by a foreign Payee bank.

9.3.5 You must make sure that you give us the correct details of the Payee bank, including the bank name, address and SWIFT BIC address, national sort code, bank account number and the full name and address of the Payee. You must also provide us with your name and address. This is a statutory requirement and these details will be passed to the Payee bank.

9.3.6 We do not accept any liability for any loss resulting from your incorrect description of the Payee name and address, bank SWIFT BIC address, national sort code, bank account number or bank/branch details in any Instruction to us (although this will not affect your right to reimbursement under 9.14 where you were the victim of an APP Scam).

9.3.7 When you make payments to countries in the EEA in euro, the receiving bank will normally receive payment by the end of the next working day. When you make payments in a currency other than euro within the EEA, the receiving bank will normally receive payment within 4 working days.

9.3.8 For payments within the UK, the transfer will be made in sterling and will normally be credited to the Payee on the day that we process the payment.

- 9.3.9 All banks apply different cut-off times for the processing of payments. (For our cut off times, please see clause 9.3.2 above)
- 9.3.10 We do not guarantee that the beneficiary will receive the same currency as in the payment instructions. Whilst we will send the monies in the currency you select, please note that monies may be converted into the local currency or the currency of the account by the receiving bank in line with their terms with the beneficiary.
- 9.3.11 For your security and for fraud prevention purposes, we may ask you for proof of identity. This piece of identification can be your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the payments without proof of identity.
- 9.3.12 We may ask you to provide relevant information to support the source of your payments, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.

9.4 Payments to Payees via Demand Draft

- 9.4.1 We will normally issue a Demand Draft to you on the day we receive an Instruction from you.
- 9.4.2 We will deduct any charges we incur in issuing the Demand Draft when you give us the Instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.4.3 Payment may be made using a Correspondent Bank or Agent. The Correspondent Bank or Agent and the bank receiving the money may apply their own charges. That means the person receiving the money may receive less than the amount you have sent. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be. If you have any questions or concerns about the charges you should contact us using the contact details found on the back cover of this Agreement before finalising the Instruction.
- 9.4.4 If you buy the Demand Draft in a currency other than sterling, we will tell you the Reference Exchange Rate (please see clause 11 for further information) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you buy the Demand Draft in sterling, we cannot control the exchange rate applied by the Payee bank.
- 9.4.5 You must make sure that you give us the correct full name and address of the Payee to whom the Demand Draft is made payable. You must also provide us with your name and address.
- 9.4.6 We do not accept any liability for any loss resulting from your incorrect description of the Payee.
- 9.4.7 We will not be responsible for the loss of the Demand Draft we issued to you. If you lose the Demand Draft, please inform us immediately. (Please see clause 9.10 for further information).

- 9.4.8 We do not guarantee that the beneficiary will receive the same currency as in the payment instructions. Please note that monies may be converted into the local currency or the currency of the account by the receiving bank.
- 9.4.9 For your security and for fraud prevention purposes when you make a payment, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the payments without proof of identity.
- 9.4.10 We may ask you to provide relevant information to support the source of your payments, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.

9.5 Payments to Payees via Banker's Cheque

- 9.5.1 We will normally issue a Banker's Cheque to you on the day we receive the Instruction from you.
- 9.5.2 We will only issue a Banker's Cheque in sterling.
- 9.5.3 We will deduct any charges we incur in issuing the cheque when you give us the Instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.5.4 You must make sure that you give us the correct full name and address of the Payee to whom the Banker's Cheque is made payable. You must also provide us with your name and address.
- 9.5.5 We do not accept any liability for any loss resulting from your incorrect description of the Payee name. We will not be responsible for the loss of the Banker's Cheque we issued to you.
- 9.5.6 We will not be responsible for the loss of a Banker's Cheque we issued to you. If you lose the cheque, please inform us immediately. (Please see clause 9.10 for further information)
- 9.5.7 We do not guarantee that the beneficiary will receive the same currency as in the payment instructions. Please note that monies may be converted into the local currency or the currency of the account by the receiving bank.
- 9.5.8 For your security and for fraud prevention purposes when you make a payment, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the payments without proof of identity.
- 9.5.9 We may ask you to provide relevant information to support the source of your payments, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.

9.6 Cash Withdrawals in Pounds in the UK

- 9.6.1 You can withdraw cash from your account at any of our Branches at any time during the hours our Branches are open. Our Branches do not always hold large amounts of cash, we therefore recommend you give 24 hours' notice if you wish to make a cash withdrawal of over £5,000 and 72 hours' notice to make a cash withdrawal of over £20,000. This notice can be made using the contact details found on the back cover of this Agreement. If you do not give this notice, we cannot guarantee that you will be able to make your withdrawal in full.
- 9.6.2 For your security and for fraud prevention purposes when you withdraw cash from your account, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the withdrawals without proof of identity.
- 9.6.3 We may ask you to provide relevant information to support your withdrawals, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.
- 9.6.4 Subject to prior arrangement, you may withdraw cash from branches of Lloyds Bank PLC using the account withdrawal slip. There may be a charge for this service from Lloyds Bank PLC (such as withdrawal fees). If a charge is incurred, it will be payable to Lloyds Bank PLC for processing the cash. While we will not know this charge in advance, once we are aware of the charge amount we will notify you. If you have any questions or concerns about the charges you should contact us using the contact details found on the back cover of this Agreement before using this service.
- 9.6.5 You must advise us of the Lloyds Bank PLC branch you wish to use before you make a withdrawal so that we can contact them to ensure they are ready to serve you.
- 9.6.6 All Cash Withdrawals will be deducted from your account immediately.

9.7 Foreign Cash Withdrawals

- 9.7.1 You can withdraw foreign cash from your foreign currency account at any of our Branches at any time during the hours our Branches are open. We will charge a handling fee for foreign currency cash withdrawal which will be deducted from your account at the time of transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. This fee will be deducted from your account at the time of the transaction.
- 9.7.2 You can also have a cash withdrawal in foreign currency from your sterling account at any of our Branches. We will charge a handling fee which will be deducted from your account at the time of transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. In addition to our handling fee, Reference Exchange Rate will apply. (Please see clause 11 for further information)
- 9.7.3 Our Branches do not always hold large amounts of physical foreign currency cash, we therefore recommend you give 5 days' notice if you wish to make a foreign currency cash withdrawal. This notice can be made using the contact details found

on the back cover of this Agreement. If you do not give this notice, we cannot guarantee that you will be able to make your withdrawal in full. In the event you request a foreign currency cash withdrawal and we do not have enough of the foreign currency available on the day of your withdrawal to satisfy it in full, we may be able to offer you the alternative of issuing a bankers draft to you (if you wish). Our standard charges for bankers drafts will apply to this, please see our Bank Charges Leaflet for more details on what these are.

9.7.4 For your security and for fraud prevention purposes when you withdraw cash from your account, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the withdrawals without proof of identity.

9.7.5 We may ask you to provide relevant information to support your withdrawals, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information.

9.7.6 All foreign Cash Withdrawals will be deducted from your account immediately.

9.8 Automated payments

You can instruct us to make payments from your account to another of your accounts or to another Payee within the UK using the following methods. Please contact us if you wish to know how they work and what you need to do to cancel them.

9.8.1 Internal transfer between your accounts within BEAUK

9.8.1.1 You can instruct us to make an individual internal transfer between your accounts within BEAUK. If you wish to make a recurring payment, please see clause 9.8.3 on Standing Order for information.

9.8.1.2 Unless you advise us otherwise, we will process your Instructions immediately on receipt of your Instructions. Payments will be deducted from one account and paid into the other account immediately. For interest calculation purposes, the transfer is considered cleared and it starts to earn interest on the day it is paid in.

9.8.1.3 We will transfer monies from your account to another account, providing there are sufficient cleared funds in your payment out account or an Arranged Overdraft limit is available to cover the transfer.

9.8.1.4 We may decide to make payments from your account that may cause you to go overdrawn or to go over an Arranged Overdraft. This does not mean we will be willing to do so in the future.

9.8.1.5 If the transfer from your account to another account would either make your account go overdrawn or go over an Arranged Overdraft limit, we will charge you interest from the day the transfer is made from that account. This will be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 on overdraft for further information)

9.8.2 Direct Debit

- 9.8.2.1 You can set up a Direct Debit by completing a form provided by the Payee.
- 9.8.2.2 The Payee will lodge the Direct Debit instruction onto your account or may send us the completed form. By authorising the Payee to collect monies from your account, you acknowledge that the amount and date of payment from your account can vary.
- 9.8.2.3 Payment will be deducted from your account on the day you request the payment to be made. However, depending on the Payee bank, generally the Payee will receive the payment within 2 Banking Days.
- 9.8.2.4 It is your responsibility to ensure that there are sufficient cleared funds in your account or an Arranged Overdraft limit is available to cover the payment on the payment due date. We can refuse payments due to lack of funds on your account at the close of the Banking Day before the payment is due to be made and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.8.2.5 We may decide to make payments from your account that may cause you to go overdrawn or to go over an Arranged Overdraft limit. This does not mean we will be willing to do so in the future.
- 9.8.2.6 If the deduction of the payment from your account would either make your account go overdrawn or go over an Arranged Overdraft limit, we will charge you interest from the day the payment is deducted from your account. This will be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 on overdraft for further information)
- 9.8.2.7 To cancel a Direct Debit, please contact us and the Payee involved. (Please see clause 9.10 for further information)
- 9.8.2.8 Direct Debits cannot be set up on all accounts. Please contact us for further information.
- 9.8.2.9 If a Direct Debit you have not authorised is taken from your account, you are protected by the Direct Debit Guarantee. You must tell us as soon as possible after you become aware that your account has been debited with an unauthorised payment. You may notify us by telephone but confirmation in writing will be required. We will investigate the payment and if it is found that you did not authorise the payment, we will make a refund for the full amount of the defective transaction, or the amount of the excess incorrectly debited and restore your account to the position it would have been with any interest earned or charges that you have paid. However you will be liable for payments deducted if it is discovered that you have acted fraudulently. You will have up to 13 months after the Direct Debit payment was debited from your account in which to request a refund. Please contact us to find out more about the Direct Debit Guarantee or alternatively, please visit www.directdebit.co.uk.
- 9.8.2.10 There may be a delay in carrying out your Instructions while monitoring your account and/or fraud prevention checks are taking place.

9.8.3 Standing Order

- 9.8.3.1 You can set up a Standing Order by completing a Standing Order mandate.
- 9.8.3.2 You must make sure that you give us the correct details of the Payee bank branch details, including the bank name and address, national sort code, bank account number and the full name of the Payee.
- 9.8.3.3 We do not accept any liability for any loss resulting from your incorrect description of the Payee name, national sort code, bank account number or bank/branch details in any Instruction. However, you may be able to claim reimbursement of payments made by Standing Order they were made as a result of an APP Scam – please see clause 9.14 below.
- 9.8.3.4 Payment will be deducted from your account on the day you request the payment to be made and reach the Payee account by the end of the next working day after we process your payment.
- 9.8.3.5 It is your responsibility to ensure that there are sufficient cleared funds in your account or an Arranged Overdraft limit is available to cover the payment on the payment due date. We can refuse payments due to lack of funds on your account at the close of the Banking Day before the payment is due to be made and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.8.3.6 We may decide to make payments from your account that may cause you to go overdrawn or to go over an Arranged Overdraft limit. This does not mean we will be willing to do so in the future.
- 9.8.3.7 If the deduction of the payment from your account would either make your account go overdrawn or go over an Arranged Overdraft limit, we will charge you interest from the day the payment is deducted from your account. This will be treated as an Unarranged Overdraft. (Please see our overdraft product literature and clause 14 on overdraft for further information)
- 9.8.3.8 To cancel a Standing Order, please contact us. (Please see clause 9.10 for further information)
- 9.8.3.9 Standing Orders cannot be set up on all accounts. Please contact us for further information.
- 9.9 Delaying and refusing payments**
- 9.9.1 There may be a delay in carrying out your Instructions while monitoring your account and/or fraud prevention checks are taking place.
- 9.9.2 In the event that a Court Order is made against you then we may refuse to act on any Instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.9.3 We reserve the right to refuse to act on an Instruction if it does not comply with the Agreement.

- 9.9.4 All outward payments are subject to all Relevant Laws and Regulations. You are strongly advised to conduct all necessary checks to ensure that payment can be accepted by the beneficiary bank. We shall not be liable if any payment is refused, rejected or not effected due directly or indirectly to any Relevant Laws and Regulations.
- 9.9.5 For your security and for fraud prevention purposes when you make a payment, we may ask you for proof of identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request further identification information to prove who you are if it is not sufficient. We may decline the payments without proof of identity.
- 9.9.6 We may ask you to provide relevant information to support the source of your payment, such as an invoice. We may decline the payments based on the information provided to us or if you fail to give adequate information. Please see clause 9.12 below for more information about the steps we may take in order to prevent fraud.

9.10 Stopping and Cancelling payments

- 9.10.1 You may instruct us to stop or cancel a cheque, Standing Order, Direct Debit or other payment items apart from a cash transaction, up until the end of the business day preceding the agreed day as long as you have given us sufficient information to identify the transaction.
- 9.10.2 You cannot normally cancel a payment once we have accepted your instruction (including a transaction initiated by an approved PISP). However, subject to clause 9.10.1 above, we may be able to agree to your request for cancellation and refund, and if the payment was made by either CHAPS or Faster Payment to an account in the UK you may also be entitled to a refund if you made a payment as a result of an APP Scam – see clause 9.14 below.
- 9.10.3 If we issue you with a Demand Draft or a Banker's Cheque and you no longer require it, you may return it to us for cancellation and refund.
- 9.10.4 If a Demand Draft or Banker's Cheque is lost or stolen, you may instruct us to stop the payment. We will require you to sign an indemnity before we process the request for a refund. This gives us your undertaking that you will reimburse us the value of the original draft or cheque if we subsequently have to pay it. We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet for current fee or contact us for information. A refund will be made upon receipt of our correspondent bank's effective confirmation that the payment has stopped.
- 9.10.5 When we process a refund, we will normally convert the amount into the original currency of account that the payment was made. We will use the bank's current buying rate at the time we credit the funds back into your account. We do not accept any liability for any loss you may incur. At the same time, we will tell you and deduct any incidental charges or expenses we have incurred. In cases where we reimburse you because you have been the victim of an APP Scam, we will reimburse you the full amount of your loss subject to the factors set out in clause 9.14.

- 9.10.6 For Direct Debits and Standing Orders, the sums authorised are debited from your account at the agreed interval. To cancel a Direct Debit or a Standing Order, you must notify both the Payee involved and us confirming that the authority is cancelled. You may notify us by completing our Cancellation of Standing Order/Direct Debit form. To notify the Payee involved, please write to the Payee directly. Please retain a copy of your letter to the Payee involved as proof of cancellation. Subject to 9.9.1 and unless you inform us otherwise, the cancellation will take immediate effect.
- 9.10.7 We will refuse to authorise a transaction initiated by a TPP if the TPP is not authorised by law or they have not provided the appropriate certification.

9.11 Payment returns and recalls

- 9.11.1 If payment is returned to us, we will normally convert the net amount received into the original currency of account that the payment was made. We will use the bank's current buying rate at the time we credit the funds back into your account. We do not accept any liability for any loss you may incur. In cases where you have been the victim of an APP Scam, however, we will reimburse you the full amount of your loss subject to the factors set out in clause 9.14.
- 9.11.2 There may be occasions when a payment is returned or recalled from your account due to there being insufficient funds in your account. If this is the case an adjustment will be made on your account and this will affect your balance and Cleared Balance and will be reflected on your statement.
- 9.11.3 If you give us the incorrect details for making a payment, we will try to recover the funds for you if you ask us to. We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet or contact us for further information. We are unable to guarantee that a return or recall would be successful.

9.12 Fraud Prevention

- 9.12.1 We may carry out certain checks on transactions in your account as part of our fraud prevention measures.
- 9.12.2 As part of our fraud prevention measures, we may need to speak to you to re-confirm the payments Instruction. If we need to speak to you but cannot do so for any reason, we will only make the payment if we believe it is genuine. There may be delay in carrying out your Instruction while our fraud prevention measures are taking place.
- 9.12.3 If we believe there is suspicious activity on your account, we may contact you by post, telephone or email. We may leave a message to ask you to call us. If we ask you, you should try to contact us as soon as possible.
- 9.12.4 We may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, 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. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s), investigating the source of or intended recipient of funds, sharing information and documents with domestic and overseas

tax authorities and withholding income from your account and transferring it to such tax authorities. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your Instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

- 9.12.5 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 clause 9.12.4 above.
- 9.12.6 You should not let anyone else give instructions or access information on your account unless there is an agreement with us, or they are an authorised TPP.
- 9.12.7 For further information about fraud and cybercrime or to report a fraud, please refer to the Action Fraud website www.actionfraud.police.uk.

9.13 Unauthorised or Incorrect Payments

- 9.13.1 You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us promptly by contacting us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. This also includes transactions initiated by an authorised PISP.
- 9.13.2 Generally, if you do not tell us promptly and in any event within 13 months after the date the payment was debited from your account, you will not be entitled to have any error corrected, payment amount refunded or to be compensated for any loss suffered. However, in some circumstances you may be entitled to reimbursement even if you did not tell us within these timeframes if you made the payment because you were the victim of an APP Scam – see clause 9.14 below.
- 9.13.3 Subject to 9.13.4 and 9.13.5, we will be responsible for any unauthorised transactions that you tell us about in accordance with 9.13.1. Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting overdraft interest and charges (including overdraft set up fees and/or unpaid transaction fees). We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.
- 9.13.4 You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card, security details (including PINs, security numbers, passwords or other details which allow you to use Cyberbanking or Debit Card) or your account.
- 9.13.5 You will be responsible for all losses arising from unauthorised transactions on your account as result of:
- you acting fraudulently;
 - you intentionally or with gross negligence failing to use your card or Cyberbanking in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details); or

- you intentionally or with gross negligence failing to notify us the loss of security details in accordance with the Terms (including the loss or theft of any card, PIN, or other security or personalised details).

9.14 APP Scams

- 9.14.1 You will normally be entitled to a full refund (subject to the maximum reimbursement limit set by the Payment Systems Regulator and any excess applied in accordance with clause 9.14.4 below) where you made a payment using CHAPS or Faster Payment from your account as a result of an APP Scam, provided you report the APP Scam to us not more than 13 months after you made the payment. You will also [normally] only be able to claim reimbursement if you made a payment as a result of an APP Scam on or after 7 October 2024.
- 9.14.2 If you realise or suspect that you have been the victim of an APP Scam you should let us know as soon as possible – please see the back cover of this Agreement for our contact details. You will need to tell us the details of your claim and specify at least one payment you have made as a result of the APP Scam.
- 9.14.3 If the APP Scam resulted in you making a series of payments, the 13 month deadline to notify us begins from the date of the last payment you made. We may decide to reimburse you if you report the APP Scam more than 13 months after the date of the final payment, but we are not obliged to do so. If we do decide to reimburse you for a claim made after the 13 month deadline, that does not mean we will necessarily do so again if you are the victim of another APP Scam in the future.
- 9.14.4 We may apply an ‘excess’, which is an amount we are permitted to deduct from the sum we reimburse to you. The Payment Systems Regulator sets the maximum amount of this excess and publishes it on its website. If you have been the victim of an APP Scam we will let you know of any excess we have applied when we communicate the result of your claim. We recognise some customers experience personal circumstances which have a material impact on their ability to protect themselves from an APP Scam and we will not apply the excess where this is the case. We will consider whether to apply an excess when you submit a claim for reimbursement.
- 9.14.5 The Payment Systems Regulator sets the maximum level of reimbursement and publishes it on its website. If you have been the victim of an APP Scam we will let you know what the limit is at the time you make a claim for reimbursement.
- 9.14.6 There are some circumstances in which you will **not** be entitled to reimbursement. You will not be entitled to reimbursement if you yourself have acted fraudulently. You may also be ineligible for reimbursement where you have failed to do one or more of the following things and we can prove that this was because you have been grossly negligent (that is, you have shown a significant degree of carelessness):
- (a) have regard to any intervention made by us and/or by the police or the National Crime Agency. This includes warnings from us that a particular intended payment is likely to be an APP Scam;
 - (b) report the APP Scam to us promptly and in any event within the 13 month deadline in accordance with this clause 9.14;

- (c) respond to any reasonable and proportionate requests from us for certain information which we need in order to assess your claim; or
- (d) agree to report the APP Scam to the police or the National Crime Agency if we ask you to (or agree to us making a report on your behalf), once you have made a claim to us for reimbursement.

9.14.7 We do recognise, however, that due to their personal circumstances sometimes customers have valid reasons for not doing these things. If you have been the victim of an APP Scam and you have not taken these steps, you should still contact us as soon as possible and we will discuss what happened with you and let you know whether you are eligible for reimbursement or not.

9.14.8 If you are eligible for reimbursement under this clause 9.14, we will normally reimburse the payments you made as a result of the APP Scam within 5 business days of your making a claim to us for reimbursement. It may take longer to make the reimbursement if we have requested information to assess the claim and are waiting for a response. [If this is the case we will always try to keep you up to date with the progress of your claim where possible.] We will close the claim (either by making a refund or refusing the claim and explaining our reasons for doing so) before the end of the 35th business day following your report to us of the APP Scam.

10. Interest payable to you

These provisions will explain how interest on your account is calculated and when it will be applied to your account.

It also sets out the situations in which your interest rate(s) can change.

10.1 You will receive interest, if any is payable. It is payable at the rate(s) applicable to your account. All our current rates will be published in our Branches or, alternatively, please contact us for information.

10.2 If you have an account that is linked to a Reference Rate (i.e. tracks the Bank of England Base Rate), we may change that rate without prior notice:

- if the change is to your advantage; or
- to respond proportionately to the change in the Reference Rate.

We will tell you about any change in our base rate by putting notices in our Branches or on our website within 3 working days of making the change. We may also do this by letter, statement inserts or in any other way which is sent to you individually (such as via email if you have given us an email address, or by a notice on our online banking portal). Please contact us for information.

10.3 Where:

10.3.1 You have an account with an interest rate that is not linked to a Reference Rate (e.g. variable interest rate such as savings account); or

10.3.2 You have an account with an interest rate that is linked to a Reference Rate, but the change in interest rate does not fall within clause 10.2,

We can increase or decrease interest rates and/or make changes to interest tiers. These changes may be made for the following reasons:

- to reflect proportionate changes to our costs of providing the product or related services;
- to reflect changes or anticipated changes in law, codes of practice which apply to us or the way we are regulated;
- to reflect a change in the rates which other major banks or financial institutions in the UK pay on similar accounts;
- to reflect the costs or consequences of any event beyond our reasonable control that may impact our provision of products or services;
- to reflect 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;
- to reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing products or services;
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend; or
- to improve the products and services we provide.

Where the change to the interest rate is to your advantage, we may apply this change with immediate effect.

Where the change to the interest rate is disadvantageous, we will give you 2 months' notice.

Where we need to provide you with 2 months' notice, we can do this by letter, statement inserts or in any other way which is sent to you individually (such as via email if you have given us an email address, or by a notice on our online banking portal).

- 10.4 If you have a fixed rate account (e.g. fixed time deposit account), the interest rate will remain fixed for the duration of your fixed rate period. On the mature date of the deposit, if you choose to renew the deposit, the interest rate applied will be the rate applicable to the new term as of that date. The interest rate can change day to day so the new interest rate on renewal may be higher or lower than the rate on your current deposit.
- 10.5 Interest is calculated on a daily basis on the amount of the Cleared Balance at the end of each day. In some instances, depending on the type of products or services we provide, we will pay the interest quarterly or we will pay it at the intervals given in the Agreement relating to the account. Please contact us for further details or if you wish us to give you a full explanation of how interest is calculated.
- 10.6 Where we add interest to your account, we will pay it at the rates applicable to your account without tax taken off.

11. Exchange Rates

This clause sets out how exchange rates will be applied to payments into and out of your account.

- 11.1 Unless we have agreed with you to fix the exchange rate for a particular transaction, we will use our Reference Exchange Rate to convert foreign currency payments into or out of your account. The Reference Exchange Rate we will use will be the rate applicable on the date we process the transaction.
- 11.2 Our Reference Exchange Rate changes from time to time in line with market conditions.
- 11.3 You can obtain information about our Reference Exchange Rate. Please contact us for information.

12. Charges

This is an important section as it explains when you may be charged for using your account and the services we provide.

- 12.1 We may charge for services relating to the running of your account and will usually deduct these charges from the account. The charges will reflect a fair proportion of the expenses we estimate to incur in providing the service, such as for the cost of staff time and the use of our office and computer facilities.
- 12.2 When you open your account, we will give you a copy of the Bank Charges leaflet along with this Agreement. This contains details of our current fees. For any additional products or services, or where fees are imposed in relation to particular transactions (such as withdrawal fees from Lloyds Bank), we will tell you the charge for any other product or service before we provide that product or service, and at any time you ask us. Please contact us to find out any of our charges.
- 12.3 Any charges due for Maintaining The Account will usually accrue during the 'charging period' (usually quarterly) and are deducted from the account at the end of the charging period.
- 12.4 Subject to clause 12.6 below, we will give you at least 14 days' written notice of the amount to be deducted from your current or savings account to cover interest and fees due.
- 12.5 We can amend existing charges or introduce new charges for our products and services. We can also make changes to those charges if we reasonably believe that there is or will be a change in the cost we incur in carrying out the activity or to satisfy a regulatory requirement.
- 12.6 We will give you 2 months' notice of any changes to our charges. We will inform you the changes using the home or correspondence address, email address, phone and mobile numbers we have for you in record. If you have registered for Mobile Banking or Online Banking, we may also contact you through UK Cyberbanking or the BEA UK App.
- 12.7 Any unpaid charges will be considered as a debt payable by you to us.

13. Statements

This clause sets out how we will give you information about your account.

- 13.1 We will provide regular statements (normally monthly) showing all the payments to and from your account. If we are not sending you regular statements, you will receive at least one statement in a calendar year except for passbook savings accounts.
- 13.2 We recommend that you check your statements and/or passbook carefully and tell us as soon as possible if there are any entries which seem wrong. We will correct any errors on your account that we make as soon as possible after you tell us about them or we notice them.
- 13.3 Upon request, we will supply additional statements, or copies of those previously supplied. We may charge for this service. Please refer to our Bank Charges leaflet for current fees or contact us for information.
- 13.4 We may put messages on your statement to tell you about changes to this Agreement or to provide information, which we think, may be of interest to you.

14. Overdraft

This clause explains how overdrafts on your account will work - where we will grant you credit to complete transactions beyond your current bank balance.

This clause contains important information about the costs associated with overdrafts, including fees and interest that you will need to pay if you use the credit.

- 14.1 Overdrafts are subject to status. We reserve the right to decline a request by you to borrow.
- 14.2 You must be aged 18 or over to borrow from us. This includes an Arranged Overdraft.
- 14.3 It is your responsibility to ensure that your current account is in credit unless we have an Arranged Overdraft facility in place. Any other type of account must always be kept in credit.
- 14.4 We will charge you interest at the appropriate overdraft interest rate or at such other rates we may arrange with you, on overdrawn balances up to the arranged limit. We will tell you the interest rate and applicable fees when the overdraft is arranged and you will later be advised in writing.
- 14.5 You should not allow your account to be overdrawn or exceed any Arranged Overdraft limit unless you obtain our consent first, otherwise this is treated as an Unarranged Overdraft.
- 14.6 If we pay a cheque or other item instructed by you and your account goes overdrawn (including where your account goes over your Arranged Overdraft limit), this does not mean that we have an Arranged Overdraft, or an increase to your arranged limit. You must immediately pay sufficient money into your account to cover the overdrawn amount, or contact us immediately to discuss the matter.

- 14.7 If your account goes overdrawn without an Arranged Overdraft (or you go over an Arranged Overdraft limit), we will charge interest at our Unarranged Overdraft interest rate (which is higher than our Arranged Overdraft interest rate) on the amount which is overdrawn (or that amount that is over your Arranged Overdraft limit). Please refer to our Bank Charges leaflet for current fees or contact us for further information. We will continue to charge this interest rate until:
- we have arranged an overdraft limit;
 - the Cleared Balance on your account is back within your Arranged Overdraft limit; or
 - there is a cleared credit balance on your account if you have no agreed limit.
- 14.8 We will calculate interest daily on the cleared debit balance, at the end of each day on your account and deduct it from your account, normally on a quarterly basis. We will charge interest until the overdrawn balance on your account is paid in full.
- 14.9 You may at any time cancel your overdraft facility by telling us that you wish to cancel and repaying the overdrawn balance together with accrued interest and outstanding charges. There is no fee for cancelling this facility.
- 14.10 Unless we have agreed other terms with you in writing, we may at any time, even before any renewal date, reduce or withdraw your overdraft and/or demand immediate repayment of any money you owe to us. We will give you written notice before doing so.
- 14.11 You will be responsible for paying any costs reasonably incurred by us in connection with your Unarranged Overdraft. These will include (but not limited to) cost of:
- communicating with you; or
 - taking legal action to obtain payment.

15. Responsibility for borrowing

This clause supplements the clause on overdrafts and explains who must repay any overdraft on an account, with this being affected by whether it is a joint or sole account.

15.1 Account in your sole name

You are personally responsible for any money you owe us whether this arises from your own actions or those of any third party authorised by you. (Please see clause 6 for further information).

15.2 Joint Account

- 15.2.1 All of you, both together and individually (i.e. separately) are responsible for any money owed to us whether this arises from the actions of any or all of the account holders. We may ask all or any one or more of you to repay any money owing on the account or to carry out any other obligation — this means that if someone takes out an Overdraft on the account, another account holder can be asked to repay it, even if they didn't initially approve it.

15.2.2 Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set off this balance against any money owing to us on the joint account even if the accounts are maintained in a different Branch in the UK.

16. Our right of set off

This explains when we may use money in your account to pay off any borrowing you have with us.

If you owe us money (for example on a loan, mortgage, overdraft, charges or otherwise), we may use money in any of your accounts with us, including joint account to reduce or repay (by way of set-off or otherwise) what you owe us. If we decide to do so, we will give you reasons why and when it was done.

17. Cancelling or Closing your account

This provision sets out important details about:

- *what you can do if you change your mind about an account;*
- *how you can close your account if you no longer want it; and*
- *the situations in which we can close your account.*

17.1 You may cancel your choice of current or deposit account (except for fixed deposit accounts) within 14 days of your first payment into the account by telling us in writing. We will help you switch accounts or we will cancel your account and pay you any balance with any interest earned within 30 days of the date when notice to cancel the account is given by you. If you later decide not to cancel your account under this paragraph your account becomes non-cancellable. Instead, you can close your account in accordance with clauses 17.2 and 17.3 below.

17.2 If you wish to close any of your accounts, you must tell us in writing. We may not close the account until you have returned any unused cheques, or you have confirmed in writing that you have destroyed them.

17.3 Subject to clauses 4.6 and 4.7 above, any party to a joint account can request the closure of an account. We will also accept instructions from any party for the redirection of balances and diarised payments i.e. Standing Orders and Direct Debit instructions. We will only accept instruction from either party if all parties have signed an authority mandate. If we are aware of a dispute between any of the account holders, we will require all of the account holders to authorise the account closure in writing.

17.4 If you decide to move your account to another bank or building society, we will ensure that the transfer is made as efficiently as possible by co-operating with them and give them information about regular payments from your account within 3 Banking Days of receiving their request.

17.5 If we wish to close any of your accounts and terminate this Agreement, we will give you at least 2 months' notice unless there are circumstances, which justify our closing of the account immediately. We may close your account immediately if any of the following happen:

- you put us in a position where we might break a law, regulation, code, court order or other duty, or requirement;
- you have given us false or misleading information;
- you use or try to use your account illegally or for criminal activity, including receiving proceeds of crime into your account — or you let someone else do this;
- you commit (or attempt) fraud against us or someone else;
- you behave in a threatening or abusive language against our staff;
- you have seriously or persistently broken the terms of this Agreement; or
- you have moved to a country that we consider sensitive for the purposes of trading.

17.6 You will be responsible for repaying any money owed to us on your account including the amount of any cheques you have issued and any charges and interest incurred. This will also apply if you exercise your right of cancellation.

17.7 If there is any remaining balance on your account, we will return any balance to you after deduction of charges, interests or fees due (where applicable) by cheque to the last address known to us.

17.8 After receiving notice to close the account, we will cancel any Standing Orders and Direct Debit instructions on the account. It is your responsibility to inform the Payees and we will not be liable to you or any Payees for cancelling any Standing Order or Direct Debit.

18. Dormant Accounts

This clause explains what we will do in the event you do not use your account for an extended period of time and we cannot get in touch with you about it. Your money will continue to be protected, but we will take steps to limit access to the monies to reduce the possibility of fraud.

18.1 In order to prevent any potential fraud, we will treat any current account as dormant if it has been inactive for at least one year. We will treat any other accounts, other than fixed time deposit account, as dormant if it has been inactive for at least three years.

18.2 In assessing if your account is dormant we will consider if there have been any transactions through other accounts held in your sole name or joint name. If you hold more than one account and any one of the account is active, we will not treat the other account as dormant.

18.3 We will write to you or send you an email (if you have given us an email address) asking you whether you wish to carry on using the account. If we cannot contact you or we receive no response from you, we will no longer send out correspondence for that and the account will remain 'dormant'.

18.4 If any correspondence by post has been returned undelivered to us, we are not obliged to advise you that your account has been classified as 'dormant'.

18.5 If you have money in a dormant account, it will remain your property, and the terms of the account will continue as normal, except we will not accept instructions in relation to it without carrying out further checks on the person giving those instructions.

- 18.6 In order to re-activate an account 'dormant' and allow it to be used as normal, or to withdraw the money, you will need to visit us at one of our Branches at any time during the hours our Branches are open. We may ask for proof of your identity. This piece of identification can normally be just your passport or DVLA photocard driver's licence. In most cases this should be sufficient, although we may request identification information to prove who you are if it is not sufficient.

19. Your Information

This clause explains how we can use information we hold about you, including how we will protect it, and when we may share it with third parties.

19.1 Confidentiality

We will treat your information as private and confidential (even when you are no longer a customer). On joint applications your information may be shared with the other applicant. On joint applications, if you share any of the other applicant's information, you must have their written permission to provide their information. We may share the information with companies within the BEA Group, associated companies, service providers and/or agents (to provide services on our behalf). We will only use your information in accordance with our confidentiality and privacy policies and Data Protection Legislation. Information may be disclosed in the following exceptional cases permitted by law:

- where we are required or legally compelled to disclose;
- where there is a duty to the public to disclose;
- where our interest requires disclosure (i.e. to prevent fraud, money laundering, terrorism and crime), but this will not be used as a reason for disclosing information about you or your accounts to anyone else, including other companies in our group, for marketing purposes; or
- where disclosure is made at your request or with your explicit consent.

19.2 General use and disclosure of your information

- 19.2.1 We will store and process your information using the facilities of the BEA Group and its suppliers, in accordance with our Privacy Policy Notice (www.hkbea.co.uk/html/en/beauk-privacy-notice.html). Such information will include personal data and financial information:

- we obtain from you or from third parties (such as Credit Reference Agencies or other organisations when you apply for an account or any other products or services); and
- we learn from the way you use and administer your account, from the transactions you make and from the payments which are made to your account.

- 19.2.2 We and other members of the BEA Group will use your personal data to manage your account, give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our products and services, for example by informing you about accounts, products and services which may be of interest to you. Where you have opted to receive such information, we may contact you about accounts, products and

services of other carefully selected third parties, which we consider may be of interest to you. If you do not wish to receive information about our products and services or those of any third party, please write to us or visit us at one of our Branches to advise us.

19.2.3 We may use other members of the BEA Group, service providers and/or agents in another country to provide services on our behalf and this may include the processing of your personal data. Such information may be transferred to a country or countries whose data protection laws are not equivalent to those in your home country. We put in place contractual or other safeguards with other members of the BEA Group and other third parties to ensure that your personal data is adequately protected.

19.2.4 We will at all time process and ensure that your personal data is processed in accordance with the Data Protection Legislation. For further details on how we handle your personal data, please see our Privacy Policy Notice: (www.hkbea.co.uk/html/en/beauk-privacy-notice.html).

19.3 Credit and other reference agencies

19.3.1 As part of dealing with your application to open an account, we will (with your consent) seek references or make additional searches with credit and other reference agencies, including searches of the Electoral Register, to assist in verifying your identity prior to opening an account in your name. You will need to understand that these reference agencies will record details of our searches, whether or not an account is opened, and may include a scoring method.

19.3.2 If you apply for an account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies (CRAs) would keep a record of our enquiry about you. Other financial institutions may access this record if you apply to them for credit. Please contact us if you wish to know the details of the credit and other reference agencies we normally use.

19.3.3 We may give information about the debts that you owe us to CRAs if:

- you have fallen behind with your payments;
- the amount owed is not in dispute; or
- you have not made satisfactory proposals to us for repaying your debt, following our formal demand.

In these cases, we will give you at least 28 days' notice that we plan to give such information. At the same time, we will explain to you the role of a CRA and the effect the information they provide can have on your ability to obtain credit.

19.4 Information about products, services and promotions

We will ask you when you open an account whether you are happy for us to contact you to market products, services (including mortgages) and promotions available from members of the BEA Group by post, telephone, electronic and other means. If you do not wish to be contacted, please let us know.

19.5 Further Information

- 19.5.1 Under Data Protection Legislation, you have various rights such as (i) the right to access the personal data that we hold about you, (ii) the right to correct such personal data, (iii) the right to object to your personal data being processed in certain ways, such as for direct marketing purposes, or the right to object to being profiled or be subject to automated decision making; (iv) the right to have your personal data erased in certain circumstances and (v) the right to have your personal data presented to you or any supplier that you may nominate in a portable format. For further details on these rights and how to exercise them, please see our Privacy Policy Notice (www.hkbea.co.uk/html/en/beauk-privacy-notice.html). You also have the right of access to your personal data held by credit and fraud agencies and should contact those entities to exercise it.
- 19.5.2 We may record or monitor telephone calls in order to establish the existence of facts or compliance with certain Relevant Laws and Regulations, ascertain or demonstrate standard to be achieved by our staff, prevent or detect crime, and other reasons permitted by law. We will notify you in advance when we record or monitor calls and explain the purpose of doing so.
- 19.5.3 In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images, for security purposes. Any recordings remain our sole property.
- 19.5.4 We may make and retain copies of passports, driving licences and other identification evidence that you provide as necessary to operate your accounts or to comply with law.

19.6 Tax reporting and withholding for customers who are subject to the tax regime of certain other countries (including the US)

- 19.6.1 We may be required by Relevant Laws and Regulations to report certain information about you and your relationship with us, including information about your accounts:
- to the UK tax authority who may pass that information to the appropriate tax authorities abroad where you may be subject to tax; or
 - directly to the foreign tax authorities abroad (such as the US) where we have reason to think that you are required to report your income or are subject to tax in another country.
- 19.6.2 Where we are required to report information about you and/ or your relationship with us, including information about your accounts, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance or value, your name, address, country of residence and social security number or taxpayer identification number. In addition, we may need you to provide us with further information, documents or certifications about your identity, tax residence/residencies, nationality/citizenship and any other required tax status.

You are responsible of ensuring that you inform us immediately of any change in circumstance of any of the information you have already provided that may affect your tax status. A change in circumstances includes any change to or addition of information in relation to the account holder's account (including the addition,

substitution, or other change of an account holder) or any change to or addition of information to any account associated with such account.

19.6.3 If we are required to report information about you and/or your relationship with us, you agree that:

- you will supply additional information or documents we need from you;
- if you do not supply us with information or documents we need, we may
 - (i) close your account; or
 - (ii) withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities
- we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition, unless that loss is caused by our gross negligence, wilful default or fraud.

20. Banker's References

If we are asked to give a banker's reference/status enquiry about you, we will need your written permission before we can give it. However, if we receive request from another financial services institution to verify your identity for money laundering and/or fraud prevention purposes, we will provide this information without seeking your consent.

21. Changes to the Agreement

This is an important clause for explaining when these terms may be changed. It sets out

- *the situations in which changes may happen;*
- *when you will be told about these changes;*
- *what you can do about any changes; and*
- *when they will take effect.*

21.1 Subject to 21.2, we may remove, change or add any of the terms of the Agreement. We will inform you the changes using the home or correspondence address, email address, phone and mobile numbers we have for you in record. If you have registered for Mobile Banking or Online Banking, we may also contact you through UK Cyberbanking or the BEA UK App.

21.2 Changes to charges will normally be due to changes in market conditions, the cost of providing products or services to you or other requirements (Please see clause 21.1 above). If we make a change, we will advise you in writing at least 2 months before we make it. We will take it that you have accepted any changes we make if you continue to use your account after the date that such changes become effective. If you do not wish to accept the change and want to terminate the Agreement then you may do so without charge.

21.3 In addition, we will give you at least 2 months' notice (except for interest rate and exchange rates changes) if we want to change or end the Agreement. We can still end the Agreement immediately as per reasons set out in 17.5.

- 21.4 If we send you any notice or other communication to your last known address, we will consider it as having been received by you within 14 Banking Days after posting (mail) or 10 Banking Days (fax/email) unless we are advised to the contrary.
- 21.5 If any major change or many minor changes are made in one year, we will give you a new copy of the Agreement or a summary of the changes.
- 21.6 In addition to 17.1, at any time up to 2 months from the date of the notice of change, you may, without notice (except for fixed deposit accounts), switch your account or close it without having to pay any extra charges or interest for doing so.
- 21.7 We may, at our discretion, allow you extra time to comply with your obligations or decide not to exercise some of our rights.

22. Our liability

You should read this clause closely as it tells you situations where you may not be able to recover any losses you suffer from us that have arisen through using our services.

Whilst the circumstances this can happen are relatively limited, they can have a significant impact on you, so you should make sure you understand this fully and ask any questions if you want further information.

- 22.1 We accept no liability for any loss, damage or delay attributable in whole or part to action by any Governmental Authority or any other event outside our control, including but not restricted to an act of God, industrial action, equipment failure and interruption of power supplies, but will always endeavour to give notice generally to customers of any anticipated delays by notices in our Branches.
- 22.2 In the event that any event outside our control described in clause 22.1 above, stops or delays us from performing our obligations to you, then we may elect either:
- to postpone performance until we are able to perform our obligations; or
 - to close the account by giving you 30 days' notice.
- 22.3 Under no circumstances shall we be liable to you (whether in contract, tort, including without limitation negligence, for strict liability or otherwise) for:
- 22.3.1 any loss of profit, revenue or contract (whether direct or indirect); or
- 22.3.2 for any indirect or consequential loss, (in each case whether foreseeable or not) arising out of or related to this Agreement.
- 22.4 Subject to the provisions herein, our liability (if any) to you in relation to this Agreement shall be limited to the amount of the relevant transaction or the direct damages sustained whichever is less.
- 22.5 Nothing shall exclude or limit our liability for:
- 22.5.1 death or personal injury caused by negligence;
- 22.5.2 fraudulent misrepresentation; or
- 22.5.3 any liability that cannot be excluded or limited by law.

23. Severability

Each condition in this Agreement is separate from all other conditions. This means that if any provision of this Agreement should be void or unenforceable for any reason that shall not affect the validity or enforceability of any other provisions of this Agreement.

24. Complaints

This clause explains the steps we will take if you are not happy with our services, as well as other places you can raise your complaints.

24.1 If you are not happy with any part of our product or service or you think we have made a mistake, please let us know. We will investigate the matter and if necessary, we will put matters right as quickly as possible. We will also take steps to prevent a recurrence. A leaflet detailing our complaints procedure is available on our UK website and upon request.

24.2 Please contact our Complaints Officer if you have any concerns or questions. We will normally deal with your problem immediately. However, if it is not possible to do so we will send you a written acknowledgement of your complaint by the end of the third working day after the complaint was received. We will always aim to resolve your complaint as soon as possible. If your complaint is related to a “payments service” issue we will write to you with a final response within 15 business days of receipt of your complaint or an explanation as to why we need more time to do so. A “payments service” related complaint relates to complaints including, but not limited to, payment charges and fees, access to payment and account data, payment authentication and payment orders/transactions. For all other complaints not related to payments services within 8 weeks of receipt of your complaint, we will write to you again with our final response or an explanation of why we need more time to provide a final response.

24.3 If you have received a final response letter, but are still unhappy with the outcome, or 8 weeks have elapsed since the 1st day of your complaint, you can refer the matter to the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints you make if they cannot be settled through our internal complaints procedures. Their contact details are as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123 or from outside the UK +44 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

25. Death

This clause is important as it explains what steps your estate will need to go through in the event of your passing. You should make sure you share this information with the appropriate people so that we can assist them promptly with executing your instructions.

- 25.1 In the event of the death of an account holder (except in the case of a joint account holder), we will ask the personal representative of the deceased to provide proof of their identity and authority and then we will transfer the balance to the personal representative. The account shall be frozen when we receive notification of the account holder's death.

As a guide, the following documentation will be required to release the funds from a sole account.

What we will need:

- original copy of the death certificate
- proof of identity for the personal representative including:
 - Full valid passport and
 - Proof of address issued within 3 months
- account closure form (which we will provide) signed by all executors named in the Grant of Probate or Letters of Administration

What we may also need:

- original copy of the will
- original copy of the Grant of Representation, also known as either a Grant of Probate or Letter of Administration

- 25.2 We may decline to allow any withdrawal from an account where the depositor has died until we have received the correct forms relating to the estate.

- 25.3 We will treat the accounts in the following ways:

Current and savings accounts

Once we have seen the necessary identification and paperwork, we can normally release funds held in the current accounts or savings products within 10 working days.

Cash ISA

If the deceased held a Cash ISA account and the death is after 5 April 2018, the Cash ISA will be treated as a 'continuing account of a deceased investor' and no further Cash ISA subscriptions will be permitted. Interest will be paid without deduction of tax up until the earlier of the cessation of the administration of the estate or the third anniversary of the date of death if the Cash ISA still remains open.

Fixed time deposit account or Savings bond account

If the deceased held a fixed time deposit account or a savings bond account, we will repay the principal amount of the deposit and any interest that has accrued, without notice or loss of interest. We will do this when we receive the necessary legal

documents to confirm the death and to confirm the authority of your representatives. Alternatively, your representatives can ask us to retain the fixed deposit or bond until maturity.

Joint accounts

Once we have formal confirmation of the death, we will automatically transfer the account(s) into the survivor(s) name.

Direct Debits and Standing Orders will continue and you will need to let us know of any that need to be stopped.

The account holder can continue to use existing cheque books and debit cards and if appropriate we will send a new cheque book and paying-in book in their name only.

Mortgages

Once you have notified us of the death we will update the mortgage details. The account will not be frozen and interest on the outstanding balance will continue to accrue. If the mortgage is in the sole name of the deceased, the personal representative(s) will need to arrange for it to be repaid.

The relevant team will contact the personal representative to confirm the options available and this may include using the money from a dedicated life insurance policy or the estate, or alternatively arranging a new mortgage for the beneficiaries. If the mortgage is in joint names we may be able to change the loan into just one name once we have the relevant information.

26. Special assistance

This Agreement is available in large print. If you require a copy of this Agreement in large print or any other special assistance, please contact us.

27. Miscellaneous

- 27.1 We may change our banking hours/practices and similar matters. We will tell you about the changes by putting up notices in our Branches or on our website. We may also inform you of the changes using your home or correspondence address, email address, phone and mobile numbers we have for you in record. If you have registered for Mobile Banking or Online Banking, we may also contact you through UK Cyberbanking or the BEA UK App.
- 27.2 We will give you at least 12 weeks' notice if we plan to close or move any of our Branches. At the time of notice, we will inform you how we will continue to provide our products and services to you.
- 27.3 We or the BEA Group may take whatever action is necessary to prevent fraud, money laundering, terrorist activity and other services to persons who may be subject to sanctions. This may include but is not limited to investigating and intercepting payments into and out of your account(s) and investigating the source of funds or intended Payee. It may also include making enquiries to establish whether the Payee is subject to sanctions. This may cause a delay in the Instruction you have provided to us. Where possible, we will advise you of the reasons for and likely length of delay.

- 27.4 We or the BEA Group will not be liable for any loss incurred as a result of clause 27.3 above.
- 27.5 If we do not enforce any of our rights that we may have under this Agreement, or if we delay in enforcing them, that does not stop us from taking any action to enforce our rights in the future.
- 27.6 You may not transfer any of your rights or duties to anyone else. This means that you cannot, for example, use the funds in your account as security for money you borrow from someone else. We are entitled to transfer all or part of our rights or duties or arrange for any third party to carry out our duties and rights under this Agreement.
- 27.7 Save as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 27.8 We are required by law to tell you that other taxes and costs may exist in relation to the matters covered by this Agreement that are not paid by us or imposed by us.
- 27.9 You acknowledge that you are solely responsible for acquiring appropriate independent tax advice regarding any transactions that you enter into pursuant to or under this Agreement relating to the account and that nothing in this Agreement or in any other written or nonwritten communication between you and us or any other company in BEA Group constitutes advice relating to tax or to the suitability from a tax planning perspective of any strategy, or your compliance with any other laws, regulation or rules.
- 27.10 We may monitor and/or record your telephone calls with us in accordance with 19.5.2. Our recordings shall be and remain our sole property.
- 27.11 This Agreement is only available in English and Chinese*. In case of any inconsistency between the English and Chinese versions, the English version shall prevail.

28. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales.

**If you need a Chinese version of this document, please email us on info@hkbea.co.uk or give us a call on +44 (0)20 7734 3434 during office hours.*