



**FCMB Bank (UK) Limited**

**Business General Terms and Conditions**

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## 1. INTRODUCTION

- 1.1. This document contains our Business General Terms and Conditions for your business finances. You should read this document carefully and keep a copy for your future reference. If you do not understand anything in this document, please contact and speak to us for further information.

## 2. ABOUT US

- 2.1. FCMB Bank (UK) Limited is a subsidiary of FCMB Bank (Nigeria) Limited. FCMB Bank (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No: 502704. Companies House number 6621225.

## 3. OUR AGREEMENT WITH YOU

- 3.1. You should read these Business General Terms and Conditions together with:
  - a. FSCS Information Sheet & Exclusions
  - b. Tariff Guide
  - c. Data Privacy Statements
- 3.2. The above documents can be found on our website on our website, [www.fcmbuk.com](http://www.fcmbuk.com), or at our 81, Gracechurch Street Address, London UK, or our Lagos Liaison office in Nigeria.
- 3.3. You should also read the Key Product Features which we will send to you before you open your account.
- 3.4. We may also give you additional terms and conditions terms which apply to certain types of accounts. If any additional terms apply to one of your accounts, we will give these to you before you open the relevant account. Any additional terms and conditions terms take priority over these Business General Terms and Conditions if there is ever a conflict.
- 3.5. Our agreement will be in force until either you or we end it as explained in paragraph 9 and 10 below.

## 4. HOW THESE TERMS APPLY TO DIFFERENT TYPES OF CUSTOMERS

- 4.1. The terms in our agreement apply to you differently depending on whether you are:
  - 4.1.1. A SME customer
  - 4.1.2. A Charity customer; or
  - 4.1.3. A Large Corporate.
- 4.2. **A SME customer** is a business (or a group of businesses of which it forms part) whose annual turnover and/or balance sheet total does not exceed 2 million euros (or the equivalent in sterling) and employs fewer than 10 people.
- 4.3. **A Charity** is a UK charity whose annual income is less than £1 million.
- 4.4. **A Larger Corporate** is any business customer which is not a SME customer or Charity.
- 4.5. We specify in our agreement where we apply different terms to Larger Corporate customers.

- 4.6. If you become a Larger Corporate customer, then by continuing to use the account or service you agree to the terms that apply to Larger Corporates. If you become a SME customer or Charity, then the terms applying to those customers will apply to you.
- 4.7. If you are a partnership and there is a change in your partnership structure or constitution such as a new partner joining (or if one of the partners retires, dies or is expelled), these changes won't affect our agreement.

## **5. OUR ACCOUNTS**

- 5.1. We offer accounts denominated in GBP, USD and EUR. We may set a minimum opening balance, a maximum balance or other required minimum standards. You can find out more about the various accounts we offer by looking at our website and any additional terms and conditions we give you when you take out your account. We will also tell you more about your account, including if your account has a minimum opening balance or maximum balance, in our document called Key Product Features, which we will send to you before you open your account.

## **6. OPENING AN ACCOUNT**

- 6.1. To open an account with us you need to complete an application form for your business account. You can get an application form from our London office, our Lagos liaison office or on our website.
- 6.2. We will ask you to provide documentary evidence of your identity, current address and financial standing for fraud prevention and compliance with anti-money laundering regulations. The documents listed in the application forms are not intended to be exhaustive. We may need you to provide other documents and/or information.
- 6.3. We may decline to open an account as requested if we are not satisfied with the documentation and/or information you may have provided.
- 6.4. You will also be asked to confirm your tax residency and/or domicile, and to make a declaration for compliance with our tax reporting obligation and regulatory requirements. You must keep us updated with any changes in your status or information, including changes to your registered address or changes that concern how you manage your tax affairs. Some services may no longer be available if your status changes (for example, if you become registered in another country).
- 6.5. We may be required to pass information about you, directly or indirectly, to tax authorities.
- 6.6. We may also have to deduct withholding taxes from any interest or income we pay or pass on to you.

## **7. CONTACTING US**

- 7.1. You can contact your Relationship Manager directly, if you have questions or inquiries about FCMB Bank (UK) Limited, its products and services or any other information.
- 7.2. If you need to contact us in relation to any specific transaction, payment instruction or in relation to changes to your account information (e.g. change of address or authorised signatory) please call our helpline on +44(0)20 7220 1000 or email [pbb@fcmbuk.com](mailto:pbb@fcmbuk.com) for SME business inquiries, or [cib@fcmbuk.com](mailto:cib@fcmbuk.com) for Larger Corporate related inquiries.

- 7.3. To help us continually improve our services, in the interests of security and to comply with our regulatory obligations, we may monitor and/or record your telephone calls with us. We may also refer to recorded telephone calls to help with investigating complaints.
- 7.4. We may monitor and record any phone calls with you to check we have carried out your instructions correctly, to deal with complaints, to help improve our service and to help prevent fraud or other crime. In the interest of security, we may use CCTV recording equipment in and around our offices. Any recordings we make will belong to us.
- 7.5. We will only correspond and communicate with you in English. This agreement is available only in English. We will only accept communications and instructions from you in English.

## **8. HOW WE CONTACT YOU**

- 8.1. We will contact you on the phone number you have provided in the application form or any updated number that you provide.
- 8.2. We will contact you, using the email address that you have provided in the application form or any updated email address that you provide.
- 8.3. You must inform us as soon as possible if your phone number or email address registered to your account changes.

## **9. CAN YOU CANCEL OUR AGREEMENT?**

- 9.1. If you are a SME customer or Charity Customer and you tell us within 14 days of opening your account that you wish to cancel, we'll refund any account fees you have paid. The 14 days will start from the later of the date you received this agreement and the date your account was opened. If you cancel at a later date, we won't refund these fees.
- 9.2. You can end our agreement and close your account at any time by telling us. If you end our agreement, you won't be able to use your account anymore.

## **10. WHEN WE CAN CLOSE AN ACCOUNT**

- 10.1. We can close an account by giving you at least two months' notice. Any services linked to your account will stop at the end of the two months' notice period.
- 10.2. We may end this agreement immediately or on less notice (and close your account) if we reasonably believe you have broken any terms of this agreement. We can also do this if we reasonably believe you have done any of the following things:
  - you put us in a position where we might break a law, regulation, code or other duty that applies to us if we maintain your account;
  - you give us any false or materially misleading information;
  - you commit (or attempt) fraud against us or someone else;
  - you behave in a threatening or abusive manner to our staff;
  - 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; or
  - if you are a company and all your directors have been or could be disqualified under UK law.

- 10.3. We may end this agreement if we reasonably believe keeping your account open exposes us to action or censure from any government, regulator, or law-enforcement agency or may damage our reputation.
- 10.4. We can close an account immediately if we are unable to provide all the features and services available with your account because of laws, regulations, codes or other duties that exist in the country of your address.

We may also end this agreement immediately if:

- we reasonably believe that you are likely to be unable to pay debts when they become due;
- you or a third party have taken any steps to wind up your business;
- if you or a third party your business administration or any other insolvency process;
- you enter into any voluntary arrangement with any of your creditors;
- you enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them;
- anyone tries to enforce security you have granted to them;
- any of your creditors start a legal process to enforce money owed by you;
- any of your director(s) has been disqualified, or something has happened that means a court could decide to disqualify any of your directors;
- there's been a breach of security or misuse of your account; or
- you're involved in criminal activity.

## **11. WHAT HAPPENS WHEN YOUR ACCOUNT IS CLOSED**

- 11.1. You must pay any fees up to the date of termination.
- 11.2. Any benefit or services we have provided to you will end as soon as your account is closed. However, you will continue to be liable for any outstanding liabilities to us which relate to the period before it was terminated.
- 11.3. You must repay any money you owe us, including charges, or other payment instructions you have made which have not yet been taken from your Account.
- 11.4. We will send you the closing balance of your account to the address or other account we hold for you on our records. We will only pay or transfer the money in your account(s), to you and not to any other person/organisation.
- 11.5. If you require tax certificates for any accounts closed during the current year, you can request for this from your Relationship Manager.

## **12. PAYING MONEY INTO YOUR ACCOUNT**

- 12.1. You can pay money into your account by bank-to-bank transfers. When an electronic payment reaches us in sterling, we credit your account as soon as we receive the money in the UK and it will appear in your account on the same day. For all other foreign electronic payments, we can tell you when funds will be available for you if you ask us.

12.2. If you have a Fixed Term Deposit, no further money can be added into your Fixed Term Deposit account once it has been opened. If you want to add more money into a Fixed Deposit Account, you will need to open a new Fixed Term Deposit account at the available rate being offered by us. There are no restrictions on the number of Fixed Term Deposit accounts you can open but you should ensure you are getting the appropriate rate offered by us at the time of applying for new accounts as rates may vary.

12.3. We do not accept cheques.

### **13. PAYING MONEY OUT OF YOUR ACCOUNT**

13.1. You need enough money in your account to make payments

13.2. You can make payments out of your account by:

- telephoning us using the contact details in paragraph 7;
- giving written instruction signed by you and sent to our London office at 81, Gracechurch Street Address, London UK
- visiting our office to present your instructions; or
- using your Online Banking service.

Please see paragraph 7 above for our contact details.

### **14. INFORMATION YOU WILL NEED TO MAKE A PAYMENT**

For payments to accounts in the UK, we need the recipients, address, account number and sort code. We may also ask for other supporting information. This could include the name of the account holder and if you're paying a business or a person.

For international payments, we need the SWIFTBIC, or sometimes a local clearing code, and IBAN or an account number of the account you're paying.

### **15. HOW LONG WILL IT TAKE TO GET YOUR MONEY?**

15.1. Our working days are generally Monday to Friday except public holidays. Different types of payment instruction have different "**cut-off times**". The cut-off time is the latest time on any day that we can start processing a payment you have asked us to make. If you ask us to make a payment after the cut-off time, the timings will start from the next working day.

15.2. You can find cut-off times by looking at our Banking Tariff. Cut off times for other payment channels will vary. These cut off times will be provided separately if you request alternative payment services.

15.3. If we receive your instructions before the cut-off time on a working day, generally the payment will be made to the bank account of the person you are paying that working day. Any payments received after the cut-off time on a working day will be in the bank account of the person you are paying the next working day. For international payments it may take longer for your money to arrive in the recipient account.

### **Who needs to give us instructions?**

- 15.4. We will ask you to identify the person or people you will authorise to use the facilities we provide and who you authorise to give instructions on your behalf. You will be asked to let us know whether a person is to be an authorised signatory (with full access) or a person with view-only access.
- 15.5. If you are a sole trader, you will have authority without restriction to give us instructions. Otherwise, we'll accept instructions from people named in your application form as authorised signatories. Unless you have indicated to us that the authorised signatory is view only each authorised signatory has individual authority without any restriction to operate all your accounts. Therefore, each authorised signatory can, for example, give us payment instructions relating to your account and apply for new products or services (which may be without the knowledge of the other authorised signatories).
- 15.6. An authorised signatory must keep to this agreement as if they were you. You will be responsible to us for all of the transactions carried out by authorised signatories (provided it's within the scope of this agreement). If an authorised signatory breaks this agreement or uses the accounts or services in a way that's against the law, you will be responsible for any resulting claims, losses, damages or costs to us.
- 15.7. If the account is held by more than one individual, and one individual dies, you must notify us of that person's death. The surviving account holders may continue to operate the account. Everything we've said about how we contact you and how you operate the account will still apply to the remaining account holder(s).
- 15.8. If we know there is a dispute between partners/directors/members/authorised signatories, we have the right to insist on alternative instruction arrangements.

### **16. WHEN WE DON'T HAVE TO MAKE A PAYMENT**

- 16.1. We'll only make a payment if we think your instruction to make the payment is complete, clear, and comes from you. By clear instruction we mean an instruction which we can understand without problems. We will assume the information you give us is correct unless we can see it's obviously wrong. We'll assume the account number and sort code given are correct.
- 16.2. We don't have to make a payment if:
- your payment instruction isn't complete or clear;
  - we don't think your payment instruction came from you;
  - you don't have sufficient money in your account;
  - it would mean we might break a law or regulation;
  - we reasonably think that a payment into or out of an account is connected to a fraud, scam or any other criminal activity;



- you're asking us to make a payment to an account that doesn't accept payments through the system we normally use. If this happens, we'll tell you if there's any other way to make the payment; or
- you exceed any transactional limits that we apply.

16.3. While we are checking that none of the reasons above apply, there may be a delay to the payment.

16.4. Unless the law stops us, we'll try to contact you as soon as possible to tell you we haven't followed an instruction and to explain why.

16.5. In circumstances where we refuse to make a payment that you have requested or where we are unable to credit an account following a request by you, we will inform you by the close of next working day. You can also contact us, and we will tell you the reasons for the refusal of a payment and the procedure for correcting any errors that led to the refusal.

## **17. CANCELLING OR CHANGING PAYMENT INSTRUCTION**

17.1. You can ask us to stop a payment by calling us on +44 (0)20 7220 1000 or contacting your Relationship Manager.

17.2. If you want to stop a payment, you must tell the person who you were sending the money. After we receive your instruction, we will stop the payment, provided that the payment has not already been made. You must give us details of the date and amount of the payment you want us to cancel and the name, account number and sort code of the person you asked us to pay.

17.3. Generally, we can't cancel or change payments because they are processed straight away. We may be able to stop a payment if we use an external payment system provided you let us know you want to stop it before the payment is processed. We may need to charge you to stop a payment.

## **18. INTERNATIONAL PAYMENTS**

18.1. You can make international payments from your accounts in GBP, USD and EUR from account.

18.2. Upon request we may agree with you to make a payment in a currency other than GBP, USD or EUR.

18.3. If you make a payment in a currency other than the currency of your account, you can make the transfer using the prevailing exchange rate as applicable at the time of conversion. There may be an additional charge for making the payment. For details about our charges please contact us. We'll confirm the charge at the time you ask us to make the payment.

18.4. We will not guarantee the exchange rate available, which will be the rate prevailing or updated to you by us at the time of transaction or displayed online at the time the transaction is processed.

18.5. For each transfer, you will have to inform us of the amount in remitting currency to be transferred and give confirmation or authorization to process the transfer request. Once a transfer is confirmed by you, it cannot be changed.

18.6. When you ask us to make an international payment it's important that you check that both you and the person receiving the payment will comply with local laws in making that payment. If you don't do this and it results in a cost to us, you will have to reimburse us.

**19. WHAT ARE OUR CURRENCY EXCHANGE RATES?**

19.1. Our reference exchange rates are set by us and are based on market exchange rates. They vary depending on the currency to be converted and the currency of the payment. You can find the exchange rates by visiting our London office or speaking to your Relationship Manager.

**20. KEEPING YOUR SECURITY INFORMATION SAFE**

20.1. You will be responsible for any payment instructions given by you, or anyone authorised to act for you. It is your responsibility to keep passwords safe and to make sure they cannot be used by anyone else or for fraudulent purposes. You must not reveal your passcode or private information for the account - your "**security details**" - to any other person. By "**security details**" we mean your personal details or security process that we ask you to use to confirm your identity or authorise a payment instruction to us. These may include a password, selected personal information or other security numbers or codes that we give you or that you choose. You also:

20.1.1. must not write down your security details in a way that is recognisable;

20.1.2. must not allow anyone else to use your security details;

20.1.3. must not respond to an email asking for your security details, even if it looks like the email is from us (we will never send you an email like this so you should report this to us); and

20.1.4. must not choose security details that are easy to guess, such as your date of birth or a sequence of numbers.

20.2. You must keep documents or electronic records which contain confidential information about your account in a safe place.

20.3. You must tell us immediately if you know, or even suspect, that someone else knows your security details by calling us on 0207 220 1000.

**21. WHAT IF SOMETHING GOES WRONG**

21.1. If we make a mistake, we aim to put things right. Let us know straight away if any of the following things happen.

- we don't make a payment that you have instructed us to make;
- we do not send the correct amount of money that you asked us to send; or
- we send money to the wrong account.

21.2. We may be able to show that the other bank actually received the payment on time. If we can do this, the other bank is responsible for correcting the payment to the person you're paying.

21.3. You need to tell us of any mistake as soon as possible and within 13 months of the payment date. So long as you do this if you're a Charity or SME customer, we'll refund you the amount of the payment made. If we paid too much, we'll only repay the difference. We'll refund any interest or charges you have paid. If there was any interest on your account that you've missed out on because of the mistake, we'll pay that back.

21.4. If you are a Larger Corporate customer, you agree that regulations 91, 92 and 94 in the Payment Services Regulations 2017 don't apply to your agreement with us. Instead, we are liable to you (so long as you tell us within 13 months of the payment date) for reasonable losses you incur if:

- they arise directly from our breach of this agreement or our negligence, and
- in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from that breach or negligence.

21.5. Our liability to refund any incorrectly executed transaction is limited to the total of:

- any amount necessary to reimburse you as required by law regarding the transaction under which our breach or negligence occurred, and
- if relevant, any additional amount of interest and charges you directly incur on the account that you would not have incurred otherwise. Beyond this we have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

21.6. If you give us incorrect account details or wrong instructions or tell us to make the same payment more than once by accident, you're responsible. We'll try to help you get the money back, but we may not always be able to do this. We may charge a fee for tracing, recalling or cancelling a payment.

21.7. If someone takes a payment from your account that you didn't authorise, we'll normally refund you as long as you tell us within 13 months of the payment.

21.8. We won't refund you if:

21.8.1. you have been fraudulent (and we may involve the police);

21.8.2. you're a Larger Corporate business customer and you didn't take steps to keep your security details secure, or didn't tell us as soon as possible that you lost your security details; or

21.8.3. you're a SME customer or Charity and you deliberately or with gross negligence didn't keep your security details secure, or didn't tell us as soon as possible that you had lost your security details.

21.9. Regardless of whether you're a SME customer, Charity or Larger Corporate, we'll refund amounts taken after you've told us that your security details have been lost, stolen or your account has been compromised.

21.10. If we discover you were not entitled to a refund or the wrong amount was refunded, we may reverse or adjust the refund.

21.11. If you have suffered any loss because of something we've done, or didn't do when we should have, you'll generally be able to reclaim the loss from us. However, there are exceptions. you cannot reclaim if:

- you have acted fraudulently or with gross negligence;
- you're in breach of this agreement;
- you're claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit. We won't be liable for these in any circumstances the law sets a different level of liability;
- we haven't followed an instruction from you for a reason we give in this agreement or any of the details you gave us were wrong or insufficient. This would include you:
  - a. giving us the wrong account number when making a payment, for example our failure or delay in making a payment was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow this agreement despite our best efforts to do so. Examples of where this might happen are a hardware breakdown, strike, a major problem with a payment system, or a third party's act, omission or delay; or
  - b. there was no way we could have reasonably predicted your loss when you gave us the instruction.

21.12. None of these exceptions will apply, and nothing else in this agreement will stop us being liable, if:

- we act fraudulently;
- we act with gross negligence; or
- we are at fault and the law does not allow us to exclude or limit our liability.

## **22. RECLAIMING COSTS FROM YOU**

22.1. If you break this agreement and it creates costs for us, we can claim reasonable costs from you. This could include the costs of tracing you and taking steps to deal with the issue and enforcing the payment of any money you owe us. It could include charges for our services you haven't yet paid. We'll also charge for communicating with you about what's happened.

## **23. CHARGES**

23.1. You can also find out about these charges by reading the Banking Tariff visiting our website or contacting our London office and speaking to your Relationship Manager.

23.2. If you're a Larger Corporate, we may charge for payment services that you request from us that aren't set out in the Banking Tariff. We'll always tell you (orally or in writing) how much the charge will be before we provide the service to you. In doing so, we are opting out of the

information requirements that would otherwise apply in the Payment Services Regulations 2017. We won't always tell you when charges in the Banking Tariff change, so please make sure you have an up-to-date copy.

## **24. INTEREST RATES**

24.1. Our current accounts do not pay any interest.

### **If you have a Fixed Term Deposit Account**

24.2. Our notice accounts and Fixed Term Deposit accounts pay interest. Details of the interest rate for these accounts are available upon request from us. We will give you information about the rate of interest before you open your account. Interest offered on the Fixed Term Deposit account is fixed for the duration of the account. Interest accrues daily and is credited on the date your Fixed Term Deposit account ends. This is called the maturity date. We will let you know what the maturity date is for your account before you open it.

### **If you have a Notice Account or an Instant Access Savings Account**

24.3. Interest offered on the Notice Account and Instant Access Savings Account is variable, and we can increase or decrease the interest rates. Interest accrues daily and credited monthly. However, interest will not be paid on balances below the minimum balance of the account. You can make further deposits to the Notice Account and Instant Access Savings Account at the prevailing interest rate offered on the Notice Account.

## **25. STATEMENTS**

25.1. Your account statements will contain the relevant information about each payment on your account. You can see and print your statements using our internet banking service. If you would like to receive paper statements sent to your address, please let us know.

25.2. We'll provide statements monthly for current account, Instant Access Savings Account and Notice Accounts (unless you have chosen differently) and provide these to you free of charge. This is so long as there has been a transaction on your account since your last statement. If you've told us you don't want to receive a monthly statement, you can always change your mind and ask us to provide one.

25.3. If you have a Fixed Term Deposit account, generally, unless we agree with you otherwise, you will receive your statement once a year. If your deposit is with us for less than a year, you will receive your statement when your deposit matures.

25.4. We will let you know when we will send you your statements for other types of accounts. Please see any additional terms and conditions we give you.

25.5. You should tell us immediately if you notice any errors on your account; experience any problems with our services; or otherwise become aware of any unauthorised transaction or failed or incorrect payment on your account.

## **26. SET-OFF**

26.1. If you owe us money under an agreement with us and you haven't paid it back when you should have done, then we can use the money in any of your accounts with us to pay off some or all of the money you owe us. This is called '**set-off**'.

26.2. We'll follow any legal requirements before doing this. We won't use our right of set-off to take any money that you need to meet certain important debts which we are required, by law, to give priority.

26.3. Set-off applies to accounts and debts you hold with someone else too. We can also use: money in an account you jointly hold with one of more persons, to pay a debt only you or the other person owe; and money in such an account, or your sole account, to pay a debt you and someone else owes us together.

26.4. We can also set off amounts we owe you against amounts you owe other FCMB companies or businesses, and set off amounts other FCMB companies or businesses owe you against amounts you owe us, unless the law prevents us doing this.

## **27. ONLINE BANKING**

27.1. If you use our Online Banking service, you need to:

- a. use any authentication method we give you;
- b. make sure any device you use to access Online Banking complies with current standards and requirements;
- c. follow the instructions we give you.

27.2. We'll tell you about the above requirements from time to time.

27.3. You must also carry out your own regular virus checks and security updates using antivirus software. You must tell us as soon as you can if you notice something wrong with Online Banking. This includes anything that is stopping you using it properly, or if anything looks different.

## **28. TELEPHONE BANKING**

28.1. When you call us, we will confirm your identity using our security procedures (such as answers to questions about your account which are known to you) and us. On correct confirmation of this information we will then act on your instructions.

28.2. We may not be able to assist you if we are unable to identify you as our customer. This is to protect the security of your account.

28.3. When we call you, we will never ask for details of your password to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your Account.

28.4. Never respond to any email that asks for confidential or personal security information. We will never send you such an email.

## **29. CHANGES TO THE TERMS AND CONDITIONS**

29.1. We may make changes to your agreement with us because:

- we're withdrawing the type of account;
- we need to move you from one type of account to another for a good reason – for example, if you're no longer eligible for an account or it's not suitable for you, or we're withdrawing the kind of account you have;
- we need to change the way we do things because there are changes (or we reasonably expect changes) in technology, our systems, or the banking system;
- changes in our costs mean we need to change or bring in rates or charges;
- a change in the law, regulation, an industry code we follow, or a decision of the court, a regulator or the Financial Ombudsman means we need to make changes;
- we're changing a service we already offer, or introducing a new service that requires a change to the terms of this agreement, such as introducing a new charge; or
- we reasonably decide that our business needs to charge for our products or services in a different way, for example, because it's easier to understand or better reflects how customers use a service.

29.2. There may be other reasons not listed above when we need to make a change.

### **30. HOW MUCH NOTICE DO WE GIVE OF CHANGES WE NEED TO TELL YOU ABOUT IN ADVANCE?**

30.1. We have to give different amounts of notice depending on the type of change and the account or service you have.

30.2. With current accounts or savings accounts (those that are not restricted access),

- if you're a SME customer or Charity customer, we'll give you at least two months' notice of changes we need to tell you about in advance.
- If you're a Larger Corporate customer, we'll give you at least 30 days' notice.

30.3. For all other kinds of changes requiring notice on a restricted access account, we'll give you at least 30 days' notice.

30.4. When we give you notice, we'll send it electronically or by post and sometimes we'll include it with your statements.

30.5. If you are a Larger Corporate, you agree that we can opt out of the information requirements that would otherwise apply in the Payment Services Regulations 2017 when providing notice. However, we will still provide you with notice electronically, by post or on your statement.

### **31. OTHER POINTS**

- 31.1. If we relax any of the terms of our agreement, this may be a temporary measure or a special case, and we may enforce them again upon reasonable notice.
- 31.2. You may not transfer any of your rights or obligations in relation to your Account, or assign, or transfer any Account or deposit.
- 31.3. We may transfer all or any of our rights in relation to your Account. We may also transfer any of our obligations or arrange for any other party to carry out our obligations, but only to someone we reasonably consider capable of performing them so that there is no reduction in the service and standards provided to you. We will give you two months' advance notice before we make any such changes. You have the right to close or switch your Account within this two-month period without incurring any penalty or extra charges.
- 31.4. We may use any contact details you have provided us with, including your postal address, telephone number and email address, for any notice or other communication we may make to you. Any writ, summons or other process may be served upon you by posting the same to you. However, we may serve process upon you by any other means permitted by law.

### **32. INFORMATION ABOUT COMPENSATION GUARANTEES**

- 32.1. Deposits held with us are covered by the Financial Services Compensation Scheme (FSCS) dependent on you being eligible. We will give you an information sheet and exclusions list every year.
- 32.2. For more information about the compensation provided by the FSCS, please see the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

### **33. APPLICABLE LAW**

- 33.1. These Terms and Conditions are governed by English law, and any dispute between you and us will be subject to the exclusive jurisdiction of the courts of England and Wales.

### **34. PERSONAL DATA**

- 34.1. For more information on how we process your personal data, please visit our website at [www.fcmbuk.com](http://www.fcmbuk.com) to read our Data Privacy Statement

### **35. FINANCIAL DIFFICULTIES**

- 35.1. We will consider cases of financial difficulty. Our first step will be to contact you to discuss the matter. If you find yourself in financial difficulties, you should let us know as soon as possible. We will do all we can to help you to overcome your difficulties. With your cooperation, we will develop a plan with you for dealing with your financial difficulties and we will tell you in writing what we have agreed.
- 35.2. The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we may be able to help.
- 35.3. If you are in difficulties, you can also get help and advice from debt-counselling organisations. We will tell you where you can get free money advice. you should also be aware that there are



other companies that charge a fee for managing your debts. It is your responsibility to check the fees that may be charged before asking these companies to act on your behalf.

35.4. In certain circumstances we may pass your debt to another organisation or debt-collection agency. In other circumstances, we may sell your debt. We will always choose reputable firms which also agree to follow the Lending Code when arranging repayment.

### **36. YOUR STATUTORY RIGHTS**

36.1. Nothing in our agreement will reduce your statutory rights including your rights relating to described accounts or services, the fairness of a term on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights, contact your local authority Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.

### **37. COMPLAINTS**

37.1. If you are dissatisfied with our products or service or staff conduct and want to complain, you can express your concerns by post, email, walk in or call us at:

**FCMB Bank (UK) Limited**

81 Gracechurch Street,  
London

EC3V 0AU

Telephone: +44(0)20 7220 1000 (charged at local rates)

Email: [complaints@fcmbuk.com](mailto:complaints@fcmbuk.com)

[www.fcmbuk.com](http://www.fcmbuk.com)

37.2. We'll do our best to fix the problem. If you're still not happy, you can refer your complaint to the Financial Ombudsman Service whose address is at:

**The Financial Ombudsman Service**

Exchange Tower,  
London

E14 9SR

You can find out more about this on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Telephone: 0300 123 9 123 or 0800 023 4567