



FCMB BANK (UK) LIMITED

## Personal Banking Terms and Conditions FCMBUK LTD



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## Personal Banking

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## Part A: General Terms and Conditions & Terms of Business

### 1.1 Glossary

Some of the words and phrases in this document have a specific meaning. We've capitalised these words, and we've included the below glossary, so You know what we mean.

- a) **"Beneficiary"** when we pay out money from Your account on Your behalf, the receiver of the money is a Beneficiary.
- b) **"Business Day"** means the end of a Working day when payments out of Your account can no longer be processed by Us
- c) **"EEA"** means European Economic Area, comprising the member states of the European Union plus Norway, Iceland and Liechtenstein.
- d) **"FATCA"** means Foreign Account Tax Compliance Act.
- e) **"IBAN"** means International Bank Account Number and is an international standard for identifying account numbers that facilitate international payments.
- f) **"Electronic Transfer"** relates to the method on how funds get into Your account. This is either via SWIFT, CHAPS & Faster Payment Service.
- g) **"Key Product Information"** is a document that details key information in relation to Your specific product.
- h) **"Matured Balance"** means Your invested balance plus accrued interest available at the end of the period of Your fixed deposit account.
- i) **"Maturity Instruction"** is Your instruction to Us providing us with information on what we should do with your matured fixed deposit when it matures. Maturity Instruction can be provided via;
  - a) Telephoning us and instructing us or
  - b) Emailing us with Your instructions (this is only applicable if You are rolling over) or
  - c) Providing Us with Your signed written instruction.
- j) **"Non-Payment Account"** is an account that comes with restrictions on how money can be paid in or out of the account; this type of accounts includes fixed deposit; where You are charged a fee or lose interest payable if You make a withdrawal.
- k) **"Notice"** is the amount of time required by Your account which You are obligated to provide to us advising you want to process a withdrawal or transfer.
- l) **"Payment Account"** is an account that comes with no form of restriction on how money can be paid in or out of that account e.g. Ordinary current accounts and instant access savings accounts where money can be paid in and out with minimal restrictions.
- m) **"Payment Details"** means the details You need to give us to either pay money into Your account or take money out of Your account.
- n) **"Payment Instruction"** Depending on Your particular type of account, are instructions to us, to make a withdrawal or payment from Your account. This is done via;
  - a) telephoning us using the contact details provided in the Key Product Information.
  - b) written instruction signed by You and or the joint holder to Your account.
  - c) visiting our office to present Your instructions.
  - d) online banking.
- o) **"Personal Security Details"** means any 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.
- p) **"Standing Order"** means a regular payment (for a set amount) to someone else's account.
- q) **"SWIFT Business Identifier Code"** is a unique international bank sort code used to clearly identify a specific bank worldwide (for incoming payments to Your account, use FCMBGB2L).
- r) **"UK"** means England, Scotland, Wales and Northern Ireland.
- s) **"We"/"Us"/"Our"** means FCMB Bank UK Limited.
- t) **"Working day"** means any day other than a Saturday, a Sunday or English bank holiday. The length of a working day for the purpose of making payments into or out of Your account will depend on the payment cut-off times for the method used for Electronic Transfer.
- u) **"You"/"Your"** means the customer in whose name the account is held.



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### 1.2 Qualifying for an account

1. The account is available to UK residents and Non-UK residents based in Sub Saharan Africa
2. If You are a UK Crown employee serving overseas or are married to or in a civil partnership with a person who performs such duties, You must retain a permanent residential address in the UK for the account to remain open.
3. You must not use the account for business purposes.
4. At the date of applying for an account with us, You must be a minimum age of 18 or over.
5. You must provide us with any evidence which we require to be satisfied of Your identity.

### 1.3 Joint Accounts

These terms apply, if You hold an account jointly with another. Each of You are individually and jointly responsible for obligations on the account.

1. We may have accounts which cannot be operated in joint names or there may be restrictions on the number of account holders. Check Your Key Product Information to ensure Your requested account does not restrict joint ownership.
2. If You have an account that can be operated in joint names, You are both responsible (individually and jointly) for any money You owe Us with respect to interest and account maintenance charges on Your account with Us.
3. If You have an account that can be operated in joint names, and Your account mandate states 'Either to sign', each of You may use the account on Your own without the other joint accountholder's approval. This excludes instructions to close the account, which will require signature by each joint accountholder.
4. Joint savings account holders can have the option to run the account on an 'all to sign' basis or 'either to sign' basis and You will have to select a specific option for this to be in effect.
5. If we receive a notice of dispute between You and the joint holder; we may treat this as a notice of cancellation of any existing instructions, authority or arrangement and;
  - a. we will only act on instructions signed by You and the joint holder.
  - b. we can suspend some or all services on Your account.
  - c. we can restrict access to Your account.
6. We will only transfer the account into the sole name of one of You if all account holders agree and we are satisfied that You have sufficient financial standing to run the account alone.
7. If one of You dies, the account belongs to the remaining account holder. If there is no account holder who survives:
  - a. we will freeze Your account. This means that all standing orders will be cancelled; and
  - b. the money in Your account will normally be held by us until we receive the right forms from Your estate.
8. If we receive a notice of mental incapacity of either You and, or the joint holder; we will treat this as notice of cancellation of any existing authority or arrangement and;
  - a. we will only make payments out of the account that were authorised before we received the notice until either an attorney or receiver is appointed to act for the person who is mentally incapable.
9. We will not accept instructions to convert a joint account to a sole account, even where those instructions are provided by all joint account holders.

### 1.4 Third Party Authority

1. If You want to authorise another person to operate Your account(s) You (all of You for joint accounts) will need to sign a third-party mandate. If You do this then You will be responsible for that third party's actions or omissions as if they were Your own.

### 1.5 Funding Your account

This section explains how You can pay money into Your account and tells You of any associated restrictions.

1. Depending on Your type of account You pay money in by Electronic Transfer of funds.
2. To pay money in, You must provide us with the relevant Payment Details:
  - a. for Electronic Transfer of funds, Your name (or the name on Your account or joint account, if different), Your account number and sort code.



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- b. for an international transfer of funds into Your account, the IBAN (if Your account has one) must be provided.
3. If You deposit money using incorrect Payment Details, we will pay it into whichever of Your accounts we think appropriate unless You tell Us otherwise.
4. The balance shown on Your account may include payments into Your account which are still being processed and not yet available.
5. Money deposited by Electronic Transfer from a UK bank is available for withdrawal the day it is credited to Your account.
6. Money deposited by Electronic Transfer may not be available for withdrawal the day it is credited to Your account where the Electronic Transfer is denominated in a currency other than the currency of an EEA country and We have to convert the amount of the Electronic Transfer to the currency of your account with Us.
7. If interest is payable on Your account, You will start to earn interest from the working day of deposit provided that the money is received by us before the cut off time on that working day. The cut off time is a time towards the end of a working day (the cut off time is usually not before 4pm).
8. There may be a maximum or minimum limit to the amount of money that can be held in an account. Any restrictions will be provided in Your account's Key Product Information.

#### 1.6 Taking money from Your account

These terms explain how You can withdraw money from Your account, any associated restrictions and the timescales for the clearance of payments from Your account.

1. We will allow withdrawals or payments from Your account if;
  - a. You have enough available money in Your account and
  - b. It conforms with the specific terms and condition of the Account provided in Part B of this document.
2. If You give us a Payment Instruction, You are consenting to us making a withdrawal or transfer from Your account
3. If You give us a Payment Instruction, You are consenting to us effecting Your instructions via Electronic Transfer and deducting charges accordingly.
4. The Payment Instruction You provide us must include the following Payment Details;
  - a. for Electronic Transfer to a UK bank or Beneficiary: the Beneficiary name, account number, sort code (for UK payments) and Bank name of the person You want to pay.
  - b. for international transfer or international standing payments: the Beneficiary name and address, bank account number, Routing Code and/or Bank Identifier Code (BIC) and the IBAN (International Bank Account Number) of the non-UK Bank or non-UK Beneficiary. You must also include Your name and account number.
5. We will treat a Payment Instruction as received from You (or, if applicable, the person requesting a payment from You) at the time that instruction is actually received by us, except if;
  - a. we receive the Payment Instruction on a non-working day, then we will treat it as received on the following working day; or
  - b. if the Payment Instruction is received by us after 5pm, it will be treated as having been received on the following working day; or
  - c. if Your Payment Instruction specifies that the payment is to take place on a specific day or on the last day of a certain period, then we will treat it as having been received on the day specified; or
6. We can refuse any withdrawal or payment from Your account, if;
  - a. the Payment Instruction causes Your account to go overdrawn.
  - b. You do not have enough available money in Your account;
  - c. You have exceeded Your maximum daily withdrawal limit
  - d. it may place us in breach of any legislation or law;
  - e. we suspect it relates to fraud or any other criminal act;
  - f. it exceeds any transactional limits that we apply.
7. If we refuse to allow a withdrawal or payment from Your account, we will alert You to the following by the end of the next working day after the day we receive Your withdrawal or payment request;
  - a. we have refused to make payment;
  - b. the reason why we refused to make the payment; and
  - c. dialogue with You if our decision is based on mistaken information on how to request us to rectify the mistake.



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8. We will not inform You that we are refusing a payment or withdrawal if the law prevents us from doing so.
9. We will make available to You online information regarding each payment made or received on Your accounts. Where You have asked Us to provide You with paper statements, You will receive those statements once a month for Your current accounts and once every three months for Your savings accounts.
10. You may instruct payment initiation service providers to initiate payments from Your online account. You may also use account information service providers, who aggregate and display in one location the information of Your online account with Us alongside that of other online accounts You may have with Us or with other providers.
11. We reserve the right to deny payment initiation and account information service providers access to Your account for reasonably justified and duly evidenced reasons relating to fraud or lack of authority, including the unauthorised or fraudulent initiation of a payment. If We deny them access to Your account, We will notify you of Our decision and of the reasons for Our decision, unless that notification is unlawful or could compromise the security of Your account.

#### 1.7 Stopping a Payment from Your Account

1. You can ask us to stop a payment by calling us on +44 (0)20 7220 1032
2. If You want to stop a payment, You must tell the Beneficiary to whom the payment is payable.
3. After we receive Your instruction, we will stop the payment, provided that;
  - a. the payment has not already been made;
  - b. You 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.

#### 1.8 Clearance of Payments from Your account

1. Payments are normally taken from Your account on the same working day we receive Your instruction. The payment will normally reach the Beneficiary You want to pay no later than the end of the working day following the working day on which we receive Your Payment Instruction. Payments denominated in a currency other than euro or sterling, but which take place entirely within the EEA, may take up to four working days to reach their Beneficiary.
2. You agree that payments to a Beneficiary whose payment account is outside the EEA may take longer to reach the Beneficiary.
3. Pre-provided Payment Instructions, are usually processed from Your account at the beginning of the working day that they are due.
4. When You withdraw money from Your account by Payment Instruction, Your account is debited immediately.

#### 1.9 Unauthorised and Incorrect Payments

These terms are to help if You believe that a payment on Your account was not authorised by You or was made incorrectly, You must notify us as soon as possible by telephoning us on + 44 (0) 20 7220 1000. This number can also be found in the Key Facts Document, Your statement, and on our website.

1. If You notify us that a payment was not authorised by You, we will by the end of the following Business day, refund Your account with the amount of the unauthorised payment taken from it and any fees and/or interest we may have charged in connection with the unauthorised payment.
2. We will credit Your account with lost interest that would have accrued on the amount of the unauthorised payment.
3. We will not refund You if;
  - a. You authorised the transaction;
  - b. someone else used Your Personal Security Details with Your agreement;
  - c. You deliberately, or with gross negligence, disclosed Your Personal Security Details to someone else;
  - d. You acted fraudulently;
  - e. after becoming aware You delayed unreasonably in notifying us that the transaction was unauthorised, incorrect or has not been carried out by us; or
  - f. You failed to tell us the transaction was unauthorised, incorrect or not carried out by us within 13 months of the date on which the transaction occurred or ought to have occurred.





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#### 1.10 Remedies for Incorrect Payments to or from 3<sup>rd</sup> parties

We are responsible for making payments accurately on Your account. If You tell us that a payment has not been made or has been made incorrectly by us, after You provided us with Payment Instructions;

1. We will immediately refund Your account with sufficient money to restore Your account to the same position as if the incorrectly payment had not been made. This normally means that we will refund Your account with any fees and interest we have charged or You may have lost in connection with the incorrect payment;
  - a. if You ask us to, make immediate efforts to trace the inaccurate payment and notify You of the results of that action;
  - b. where the incorrect payment is a payment that should not have been paid into Your account, we will, where possible, immediately send the money back to the bank acting for the person from whose account the payment was made.
2. We do not need to do any of the things listed in Part A clause 1.9 and we are not responsible for an incorrect payment on Your account where;
  - a. You fail to tell us of the incorrect payment without undue delay and in any case within 13 months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred); or
  - b. the cause of the incorrect payment is because You gave us the wrong (or insufficient) Payment Details for us to make the payment on Your behalf to a Beneficiary.
  - c. we can demonstrate to You (and if applicable the Beneficiary's bank) that the Beneficiary's bank received the payment within the relevant execution time listed in Condition Part A clause 1.8 in (in which case the Beneficiary's bank is legally required to make the payment to the person You want to pay).
3. In these circumstances we will use reasonable efforts to recover any money paid out of Your account or not paid into Your account as a result of the failed or incorrect payment.
4. The terms set out in Part A clause 1.10 do not apply to payments to a Beneficiary whose payment account is outside the EEA.

#### 1.11 Interest and Fees

1. Fees or interest You pay are listed in the Key Product Information for Your account and Our Tariffs are available on the website.
2. We give You our current interest rates and fees information when You apply for Your account. These can be also obtained by contacting us or checking our website.
3. Interest we pay You is calculated on a daily basis (unless we have told You otherwise). The Key Facts Document will explain when and the frequency with which we may pay You interest. This will be at least annually but may be more frequent if Your account allows.
4. For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis.
5. Interest is calculated differently in a leap year and deposits made after 29 February will receive less interest than they would in a non-leap year.
6. If We have to convert to another currency a payment We make or receive on Your behalf, We will use Our card rate. We may vary Our card rate daily to reflect changes in the foreign exchange markets. We will notify You of the applicable card rate before You authorise a Payment Instruction involving a currency conversion.

#### 1.12 Account Security

It is Your responsibility to keep Your account security and Personal Security Details secure and follow the safeguards in this document and on our website to keep Your Personal Security Details secure.

1. We can suspend the use of Your Personal Security Details in some situations.
2. We may provide You with Personal Security Details to enable You to access Your account, using the internet, telephone and other remote access channels.
3. We treat Your use of Your Personal Security Details as Your consent to any instructions You give using the internet, telephone or other remote access channel.
4. We will tell You of any restrictions when choosing Personal Security Details which You must follow.
5. If You have a joint account each of You will be given Your own Personal Security Details and can operate available services on Your own. Neither of You may allow the other to use Your Personal Security Details
6. We must be satisfied of Your identity and can refuse instructions if we doubt Your identity.
7. We can withdraw or suspend Personal Security Details:
  - a. if we believe that this is necessary for security reasons;
  - b. to prevent suspected unauthorised or fraudulent use of Your account.



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c. where there is a significantly increased risk You will not be able to repay any money You owe on Your account.



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8. If we withdraw any of Your Personal Security Details:
  - a. we will tell You and our reasons why beforehand. If we are unable to tell You beforehand, we will tell You immediately afterwards.
  - b. we do not have to tell You that we are withdrawing Your Personal Security Details, if this would compromise our security or be unlawful;
  - c. You can apply for new Personal Security Details by speaking to us at our UK office or Liaison Office or by telephone. We can then reactivate and/or replace Your Personal Security Details as soon as possible, provided that the reason for its withdrawal no longer exists.
9. You must follow the safeguards to protect Your Personal Security Details set out in Conditions a – f below, the care of Your Personal Security Details and selected personal information is essential to help prevent fraud and protect Your account.
  - a. To ensure this You must: destroy the notification of Personal Security Details as soon as You receive them; always take reasonable steps to keep Your Personal Security Details and selected personal information secret and dispose of them safely.
  - b. Fraudsters use various methods such as searching in dustbins to obtain personal information. You must take simple precautions such as shredding paper containing personal information;
  - c. Do not allow anyone else to use Your Personal Security Details or selected personal information (not even someone with whom You share a joint account);
  - d. Do not disclose Your Personal Security Details to anyone else, not even a member of the bank
  - e. Do not write down or record personal security details or personal information (or anything kept with it) or on any documents relating to Your account.
  - f. If You do write down or record Your personal security details or personal information, You must disguise this information so that it cannot be understood by anyone else.
    - (i) Only provide Your Personal Security Details where You are requested to do so when You contact Us
    - (ii) Take reasonable steps to avoid selecting a Personal Security Details that may be easy to guess.
    - (iii) Take reasonable steps to ensure that no one hears or sees Your Personal Security Details when You use them.
    - (iv) Take reasonable steps to keep Your Personal Security Details unique to the accounts that You hold with us.
    - (v) Take immediate steps to change Your Personal Security Details and tell us as soon as possible if You think that someone else knows Your Personal Security Details, or if we ask You to do so, where we believe security may have been compromised on Your account.
    - (vi) Do not record Your Personal Security Details on any software which retains it automatically (for example, any 'save password' prompts) unless retaining Your Personal Security Details is a function of a banking service provided by us.

## 1. Data Protection Statement

2.1 This section provides You some information about Our processing of your personal data. However, We have a separate privacy policy where We explain in detail why We need to process your personal data, how We collect, use and disclose it, and what Your rights are in relation to Your personal data and the way We process it. At the time You open an account with Us We ask you to provide separate consent to Our privacy notice and the data processing activities described in it. In the case of any inconsistency between these General Terms and Conditions & Terms of Business and Our privacy notice, the contents of our privacy notice prevail.

### 2.2 Personal Information

We treat any information You provide to Us in confidence. For applications made in Joint names, Your information, may be shared with the other applicant and You must have their permission to provide their information. We may do this to enable the joint applicant manage the account and to help us develop and improve our products and services. We will ensure Your



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information is used in line with our own strict and internal confidentiality policies and as required under data protection legislation. Information may be shared with the regulators for regulatory purposes.

### 2.3 Marketing

We may use the information we have on Your account(s) to provide You with products and services and for marketing purposes. If You don't want to receive marketing information, just tell us.

### 2.4 Access to Your information

You understand You have the right to see certain records we hold about You if You pay a fee and You can get an information sheet telling You about Your rights, from our website.

### 2.5 Using Your Personal Information

When You apply to open an account with us, we will need to keep certain information about You and the business (if You are a business customer). We may use all the information You give to us or we hold on You to run the account(s) or service(s) and for administration purposes. This includes information about how You run Your accounts with us and will include details of money You pay into and take out of Your accounts. We may also use Your information to help us develop and improve our products and services. We will keep information about You after Your account(s) is/are closed or Your account has ended.

### 2.5 Credit Check

Any data given at the point of application may be provided to credit reference and fraud prevention agencies, this information may also be supplied to other organisations and used by them and us for:

1. Preventing crime, fraud and money laundering.
2. Verifying the applicant's identity.
3. Performing on-going checks when managing the applicant's existing agreements.

If false or inaccurate information is provided and fraud is suspected or identified this will be recorded and may be passed to Fraud Prevention Agencies and other organisations involved in crime and fraud prevention.

1. Information provided to credit reference and fraud prevention agencies as part of this application will be retained for 6 months.
2. In processing this information, credit reference and fraud prevention agencies may use the services of third parties, possibly based outside the UK or European Economic Area.

To find out more how Your data can be processed; You can contact the 2 credit reference agencies we use; the information they hold may not be the same so it is worth contacting them both.

- a) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0844 335 0550 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)
- b) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).

## 2. Tax

### 3.1 Tax Treatment

1. Interest payments made will be paid gross. This means all the interest we pay You will be without tax deduction.
2. Where you are a UK resident, it is Your responsibility to ensure any tax due is declared and paid directly to HM Revenue & Customs ('HMRC').
3. For more information on this, please visit [www.hmrc.gov.uk](http://www.hmrc.gov.uk) and search for "Personal Savings Allowance".
4. If you are a Non-UK Resident living abroad but with an account held with Us, you may not have to pay tax on the interest on your account. It is however your responsibility to ensure that tax is paid as appropriate in Your country of residence.
5. To find out more, visit the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or consult your financial or tax advisor.



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### 3.2 FATCA Treatment

1. We are committed to being fully FATCA compliant. We may not open new accounts or offer additional products and services to You if You choose not to comply with Our requests for documentation to establish Your status under FATCA.
2. In accordance with the FATCA regulations, We may exit Our relationship with You, if You decide not to provide the necessary information and documentation within the regulatory timeframe.
3. We may need to report information about You if You do not provide required documentation to us.
4. We may be contacting You to request further information or documentation in order to verify Your tax status under FATCA.
5. We may make more than one request for information to verify Your status
6. It is important that You respond to all requests for tax information even if You believe You have already supplied the requested information.
7. If You have any further queries regarding FATCA or local legislation and Your tax position, please contact a professional tax advisor, as We are unable to provide tax advice.

## Part B: Specific Terms and Conditions

### 1. Instant Access Terms and Conditions

#### 1.1 Conditions

1. These Account Specific Terms and Conditions apply to the Instant Access Account. They are additional to and should be read together with Our General Terms and Conditions and Terms of Business. If there is any inconsistency between them, these Account Specific Terms and Conditions override the General Terms and Conditions and Terms of Business to the extent of the inconsistency.
2. "Account", when used in these Instant Access Terms and Conditions, means the Instant Access Account that You have applied for and have access to.

#### 1.2 Interest

1. Balance thresholds up to which interest is payable are set out in the Key Product Information.
2. Interest will be applied to Your Account daily but credited on a monthly basis
3. You cannot request that interest is applied to Your Account and compounded on a different date.
4. Details of any introductory bonus rate(s) of interest (if applicable) and our standard rate(s) of interest can be found in our Rates and Charges Information.

#### 1.3 Withdrawals/Transfers

1. You can withdraw any and all amounts up to Your available balance.
2. You may make a transfer from the Account to another account held with Us via Payment Instructions.
3. If You want to make a withdrawal/transfer to an account not held with Us, You must instruct us to make the transfer by providing Us with a Payment Instruction in accordance with Part A clause 1.6 of Our General Terms and Conditions and Terms of Business.

### 2. Current Account Terms and Conditions

#### 2.1 Introduction

These account specific terms and Conditions apply to the Current Accounts. They are additional to and should be read together with Our General Terms and Conditions and Terms of Business. If there is any inconsistency between them, these Account Specific Terms and Conditions override the General Terms and Conditions and Terms of Business to the extent of the inconsistency.

1. "Account", when used in these Current Account Terms and Conditions, means the Current Accounts that You have applied for and have access to.
2. The minimum value required to open the Account is provided in the Key Product Information document for the Account.
3. Fees and charges for maintaining an Account with Us are provided in the Key Product Information and the tariff on Our website



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## 2.2 Interest

1. No interest is payable or offered by Us on this Account.

## 2.3 Payments into Your current account

- a. You may need to make regular payments into Your current account and this will be notified to You before You open Your current account.
- b. If You do not maintain regular payments into Your current account, we may close the account.
- c. You may also be expected to pay a minimum regular amount into Your current account in order to benefit from available account features. If this is the case, we will notify You of the minimum amount required and how often the payments must be made in the Key Product Information document.
- d. Further to Part A clause 1.5, payments into Your Account are to be made via Electronic Transfer.
- e. We can reject payment to Your Account if responses to Our inquiries regarding the transfer are not provided or are not regarded satisfactory by Us.

## 2.4 Payments out of Your account

- a. You can make payments out of Your account by providing us with Payment Instruction authorising us to process a transfer payment on Your behalf.
- b. We will pay out to a Beneficiary where we are satisfied a Payment Instruction has been received with the relevant Beneficiary details required to effect a payment.



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### 3. Fixed Deposit Accounts Terms and Conditions

#### 3.1 Introduction

These account specific terms and Conditions apply to Fixed Deposit accounts. They are additional to and should be read together with Our General Terms and Conditions and Terms of Business. If there are any inconsistency between them, these account Specific Terms and Conditions override the General Terms and Conditions and Terms of Business to the extent of the inconsistency.

1. "Account", when used in these Fixed Deposit Accounts Terms and Conditions, means the Fixed Deposit Account that You have applied for and have access to.
2. Observing the Account period are required conditions to operate the Account which You agree to abide with.
3. The period of Your Account is provided in the Key Product Information.
4. There are no restrictions on the number of Accounts You can operate 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.
5. No further deposit can be made into an account You have already set up. You would need to set up a new Account at the available rate being offered by Us.
6. The minimum amount required to open the Account is provided in the Key Product Information document for the Account.

#### 3.2 Interest

1. Interest offered on the Account is fixed for the duration of the Account.
2. Interest accrues daily and is credited on maturity.
3. Details of any introductory bonus rate(s) of interest (if applicable) and our standard rate(s) of interest can be found in our Rates and Charges Information.
4. Interest is applied at the end of the term.

#### 3.3 Withdrawals/Transfers

1. Withdrawals/transfers which are only available at maturity will only be permitted by us without charge, if the Account has expired and the balance at expiry has not been re-invested into a new Account.
2. Withdrawals/transfers at maturity will only be made to accounts held in Your name on receipt of a Payment Instruction.
3. Withdrawals/transfers to anyone other than You or to Your Account are not permitted on this Account.

#### 3.4 Maturity

1. We will advise that your account is due to end at least 14 days before Your Account expires.
2. When You open Your Account, You have two options; You can either opt to auto renew or provide Your Maturity Instructions on an ongoing basis.
3. If You have opted to auto renew; when Your Account expires, the Matured Balances will automatically transfer to a new similar Account at the prevailing rate being offered.
4. If You have however opted to provide Your Maturity Instructions on an ongoing basis, We will only transfer Your Matured Balances to a similar Account only if you have requested it.



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5. Your Maturity Instruction must reach Us before or on the close of the Business Day before Your Account expires.
6. If You have not opted for auto renewal or roll over and You have not provided Your Maturity Instruction, we will transfer Your Matured Balance to an Instant Access Savings Account at the prevailing interest rate.
7. If we are unable to open an Instant Access Savings Account to transfer Your Matured Balance, we will transfer the Matured Balance to Your existing current account held with Us.

## Part C: Other Important Information

### 1. Complaint

We aim to provide quality services to You, however if we haven't provided You with the service You expect, tell us about it, so we can aim to put things right for You and make improvements. We endeavour to sort things out for You as soon as we can. The easiest and quickest way is by talking to us about Your concern. You may contact us through any of the following channels:

**Call** + 44 (0) 20 7220 1000

**Write to:** Complaints, FCMB Bank (UK) Limited, 81 Gracechurch Street, London, EC3V 0AU

**Email:** [complaint@fcmbook.com](mailto:complaint@fcmbook.com)

If for any reason You are not happy with our final decision, You can refer Your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses.

You can find out more information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 2. Your Right to Cancel

After applying to open a new account, with the exception of fixed term deposit accounts, You will have 14 days from the day of the conclusion of the contract of the retail banking service. Your full initial deposit will be returned to You without interest (unless You have an Instant Access Account in which case interest will be included).

If for any reason You want to cancel or reconsider Your choice; let Us know either by;

Calling + 44 (0) 20 7220 1000,

or emailing [customerservices@fcmbook.com](mailto:customerservices@fcmbook.com)

or write to Customer Services, FCMB Bank (UK) Limited, 81 Gracechurch Street, London, EC3V 0AU

### 3. Fraud Prevention

We may occasionally, for fraud prevention purposes, have to contact You to confirm payments (e.g. high value payments) or ask for additional or security verifying information. If we leave a message asking You to contact us, You must do so as soon as possible.

We may discover activities conducted against Your account which may require further investigation by Us, this may cause Us to restrict activities on Your account until We are able to resolve the issue. If We do restrict activities on Your account, We will endeavour to notify You accordingly of the restriction in effect. We aim to advise you of this restriction by any and all means of correspondences You have agreed to maintain communication with Us.

We may also decline payment requests made through the Telephone or Payment Instructions if You don't call us back. Our fraud prevention measures may lead to the payment being delayed.

### 4. Regulated

1. FCMB Bank (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Office is situated at 81, Gracechurch Street, London, EC3V 0AU. Our Financial Services Register number is 502704.





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2. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0207 111 6768.
3. We are a member of the Financial Services Compensation Scheme (FSCS) – You can ask for a leaflet at our office or download from our website <http://www.fcmbuk.com> for more information.

#### **5. Law and Jurisdiction**

These conditions shall be governed and construed in accordance with English law and You and we agree to the exclusive jurisdiction of the courts of England and Wales. All communications we send to You will be in English. These do not affect or exclude any terms and conditions implied in law unless set out expressly in the conditions.

You can ask for an electronic or paper copy of our General Terms and Conditions & Terms of Business at any time.

#### **6. Changes to Terms and Conditions**

1. In addition to our right to vary interest rates, charges, penalties and withdrawals, we may change these terms and conditions and any conditions applying to particular accounts in the product literature to reflect improvements to, or changes in services we provide (for example by increased or reduced channels of communication with us) including:
  - a) changes in our systems or technology;
  - b) changes in legal or regulatory requirements (including those of courts or Ombudsmen);
  - c) to correct errors or omissions;
  - d) changes required in the interests of our financial stability; or
  - e) any other valid reason, where we reasonably believe a change is appropriate.
2. Any change to the terms and conditions to Your disadvantage will apply only after we have given You at least 2 months' notice before the change takes effect.
3. All other changes will be notified via our website at [www.fcmbuk.com](http://www.fcmbuk.com).
4. Accidental failure on Our part to display a notice of the change to the terms and conditions at our office shall not affect the validity of the said change to the terms and conditions which the notice would have announced.
5. We will notify You 2 months in advance of any changes in fees for payment services or any changes relating to payment services into and out of Your account which apply to Electronic Transfers or the setting of interest rates.
6. When we notify You of the change we will tell You how you may decline it and the consequences of doing so. You will be treated as accepting any change(s) we make unless You tell us that You want to terminate Your agreement with us and not accept the change(s) during the relevant notice period.

#### **7. Termination of Agreement**

1. You may terminate the agreement relating to an account at any time by notifying us in writing, calling our Office or by sending us a secure message, subject to any specific terms applicable to Your account.
2. We may terminate the agreement relating to an account at any time by notifying You in writing at the first named account holder's or Your joint address at least 2 months in advance.
3. Where there are exceptional circumstances (for example, Your persistent or material breach of these terms and conditions, fraud, threatening or abusive behaviour towards our staff), this notice period will not apply.