

UNION BANK OF INDIA (UK) LIMITED

Terms and Conditions

(Effective from 1st January 2018)

Introduction

These Terms and Conditions contain important information which you should read carefully as they explain our obligations to you and your obligations to us as a customer of Union Bank of India (UK) Ltd.

The Terms and Conditions are divided into two Parts. The first Part called "General Terms and Conditions" sets out the general terms and conditions which apply to any Account you hold with us. The second Part called "Specific Terms and Conditions" contains Account specific information which relates to particular Accounts which you have with us or services which you use and you will also be provided with "Specific Terms and Conditions" relating to your Account upon opening an Account with us. You should also check our Website for further terms and for our Tariff of Charges, which apply to your dealings with us, as these also form part of our contract with you. You should read all these Terms and Conditions carefully and keep them in a safe place for future reference, as they form a legal contract between you and us.

We can provide you with additional or up to date copies of these Terms and Conditions (and any other documents which form part of the contract between you and us) upon request. You can also access our up to date Terms and Conditions on our Website.

We may offer other products from time to time and we will provide details of such products on our Website, including details of any further Specific Terms and Conditions applicable to those products.

Part 1: General Terms and Conditions

1. Meaning of Words

1.1. In these Terms and Conditions, a number of words and phrases are printed in bold type because they have a special meaning, which is explained here or in the Specific Terms and Conditions:

Account means your Union Bank of India (UK) Ltd account(s) and services taken with us from time to time;
Authorised Signatory means the Account holder(s) in case of an individual Account and a designated person or persons who are allowed to operate the Accounts on behalf of a firm or organisation;

Banking Hours means the hours of the Branch with whom you are dealing is open for business (please refer to our website) Base Rate means the base rate set by the Bank of England or any successor authority that takes over responsibility for setting such a rate; BIC or Swift code is an alphanumeric code of 8 or 11 characters used for making international payments through the Swift system; Branch (es) means the UK branches of Union Bank of India (UK) Ltd;

Cut-off Time means the UK time within which a transaction or a request should be made by you in order to be processed on the same Working Day. Cut-off Time depends on the cut-off time for the particular method of making or receiving payments. Cut-off Time also depends on the currency in which the payment is to be made or received for example Cut-off Time for making an electronic Sterling payments within UK is 03:30 pm, for making a sterling cash payment is 4pm, and for Euro cash payment it is 12.00pm. Instructions for payment in US Dollar can be given up to 2.00pm. Also Cut-off Time is different for each of our Branches. You may contact your Account maintaining Branch for information on the Cut- off Time specific to that Branch;

FCA means the Financial Conduct Authority and any successor bodies from time to time;
General Terms and Conditions means the general terms and conditions applying to your Account and dealings with us as set out in Part 1 of these Terms and Conditions;

IBAN (International Bank Account Number) is a unique identification number issued by us for a customer

Account which has the bank branch identification along with the Account number;
Sort Code is a 6 digit identifier code used for making bank to bank payments within the UK;

Specific Terms and Conditions means the product specific terms and conditions relating to your Account. These are made available to you at the time of opening an Account and are also displayed on our Website;

Tariff of Charges means the Schedule of Charges as amended from time to time in accordance with the General Terms and Conditions and provided to you at the time of opening the Account;

Terms and Conditions means this document, consisting of Part 1;

UK means the United Kingdom;

Website means our internet presence at www.unionbankofindiauk.co.uk and for internet banking www.unionbankonline.co.uk and such replacement URLs as we may direct you to from time to time;

Working Days means Monday to Friday except public holidays;

- 1.2. "we", "us" "our" and "Union Bank of India (UK) Ltd" means Union Bank of India (UK) Ltd registered at Companies House with company registration number 07653660 and registered address at Senator House, 85 Queen Victoria Street, London EC4V 4AB.
- 1.3. "you" and "your" refers to each person who is named as the Account holder and it refers to any company or other business entity which is an Account holder. If there is more than one of you then it refers to all of you individually and jointly. We explain more about what this means for joint Account holders in clause 4 below.
- 1.4. Where there is a conflict between the General Terms and Conditions and the Specific Terms and Conditions the Specific Terms and Conditions shall apply.

2. Opening an Account

- 2.1. Accounts can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework.
- 2.2. Our application form for the Account for which you are applying, contains the eligibility criteria for opening that Account. You should read the application carefully to ensure that you are eligible. The information contained in the application form, including that filled in by you, forms part of our contract.
- 2.3. The agreement between us relating to the Account is made up of these Terms and Conditions, Specific Terms and Conditions and includes any other additional conditions (such as interest rates, notice periods and charges) whether on our Website or in paper form. Please see clauses 7.2, 7.3 and 15 for details of when we may make changes to these Terms and Conditions or your Account.
- 2.4. You may have more than one Account with us and these Terms and Conditions will apply to each Account unless you are otherwise notified.
- 2.5. We reserve our right to refuse opening of all or any account with us in the event we are not satisfied with the information provided by you, including without limitation, as specified in clause 3.2 below. We may or may not give the reasons for such refusal.

3. Proof of your identity and address

- 3.1. When you submit an application to open an Account with us, we need to obtain sufficient proof of your identity and address to enable us to satisfy our legal obligations and protect you, the public and us against fraud and misuse of the banking system. Please note that in some instances we may need to ask you to send in further information or documents or ask you to visit your local Branch. From time to time we

may also need to review and update the proof of identity and address we hold for you or make any other enquiries as necessary.

- 3.2. In order to verify your identity electronically (this is only to confirm identity and not a credit check), we will ask for your details (such as your name, address, date of birth and details and/or copies of your identification documents). This information will be passed on to external organization/s in order to electronically match your information with information on their databases. These organisations will assess and advise us whether all or some information you provided matches their records.
- 3.3. We will not open an Account if you do not satisfy our requirements in relation to establishing your identity under relevant Anti-Money Laundering legislation.

4. Joint Accounts

- 4.1. Anyone who is eligible to open an Account with us may be accepted by us to open a joint Account.
- 4.2. Each joint Account holder is responsible for complying with these Terms and Conditions. If one of you breaks any of the terms of your agreement with us we reserve the right to take action against any or all of you.
- 4.3. If we find out that any one of you is declared bankrupt, we may put a hold on the joint Account and refuse to pay out any amount from it until we receive instructions from the Account holder who has not become bankrupt and the person appointed to handle the bankrupt person's assets.
- 4.4. We will send statements to each of the Account holders, but you can opt out of receiving more than one statement, in which case we will send the statement relating to your Account to the first named Account holder, unless you otherwise advise us. If you opt out of receiving more than one statement then a notice to the first named Account holder / the one Account holder counts as a notice to all of you.
- 4.5. Unless you have previously given us instructions to the contrary in writing, we are entitled to accept the authority of any joint Account holder:
 - a) to give instructions on behalf of all other Account holders relating to the operation of the Account;
 - b) to deliver any item held by us in safe keeping in your joint names against the receipt of any one of you; until it is cancelled by any such other joint Account holders, or treated by us as cancelled as described in clauses 4.6, 4.8 or by operation of law.
- 4.6. If any one of the joint Account holders tells us of a dispute between them, it shall be treated as notice of cancellation of the authority to operate the Account by any and all joint Account holders. If we do, any further transactions we will need the authority of all the joint Account holders. The use of additional services such as internet banking may be suspended (this would mean that you would have to make alternative arrangements for your regular payments to be made). We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account. We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.
- 4.7. In the event of the death of any joint Account holder, then subject to any rights we or a third party may have, any money in the Account will be at the disposal of the survivor(s) provided it is permitted by the operational mandate.
- 4.8. If we receive notice that any one of you has become mentally incapable we will treat this as notice of cancellation of the authority pertaining to the operations in the Account. This means that 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.
- 4.9. We may make information about a joint Account available to any other joint Account holder by telephone,

letter, e-mail or over the internet if you subscribe to internet banking on our Website.

- 4.10. Notwithstanding anything to contrary in this clause (Joint Accounts), 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.

5. Instructions

- 5.1. Any request or instruction should be given in writing signed by the Authorised Signatory. Firms, Companies and other Organisations should use their letterhead for giving instructions. We do not accept instructions by email or over the telephone.
- 5.2. Unless agreed in writing with us personal customers may not issue instructions by fax or as a scanned copy by email.
- 5.3. Instructions by fax and/or as a scanned copy by email can only be accepted from corporate customers if we have agreed to this in writing.
- 5.4. All instructions given to us should be in English.

6. Paying into your Account

- 6.1. Once your Account is open, you can make payments into your Account:
- a) by instructing another bank or building society to make an electronic (BACS Automated Clearing Services) ("BACS") transfer from your account with them to your Account with us;
 - b) by visiting one of our Branches and depositing a cheque or cash with one of our cashiers;
 - c) by standing order through another bank or building society;
 - d) by post with a paying-in slip or letter to your Account holding Branch. Please do not send cash by post;
 - e) by Clearing House Automated Payment System ("CHAPS"), an electronic same- day payments system, within the UK; or
 - f) by international electronic transfer from other countries. Please ask us for details.
- 6.2. When you pay cash directly into your Account at one of our Branches, the funds will be credited into your Account on the same Working Day, provided we receive the funds before the Cut-Off Time.
- 6.3. Cash is accepted only at our Branch counters and during our Banking Hours subject to satisfactory proof of source of funds. Cash handling charges apply as set out in our Tariff of Charges.
- 6.4. When you pay cash or make an electronic transfer into your Account through another bank, the funds will normally be credited to your Account and available to withdraw on the Working Day we receive them provided that we receive the funds before the Cut-Off Time and request for withdrawal is also received during the banking hours.
- 6.5. Paying into your Account may take longer in certain circumstances. Please see clause 9 for details.
- 6.6. When we can refuse to accept a payment in: We're making clear that we may refuse to accept a payment into your account where it is reasonable for us to do so, for example if we reasonably believe doing so might cause us to breach a legal requirement.
- 6.7. Payments made into your account by mistake: While we can already return money paid into you account by mistake, we're adding a term to explain that if you receive money by mistake that you're not entitle to, we may have to share information about you, your account and the payment with the sender's bank. We're required to co-operate with them to help the sender recover the money, and we'll only ever need to share this information if we're unable to return the money – for example , because It has been spent.

Paying in by cheque

- 6.8. If the cheque you're paying in is payable in sterling and drawn on a bank in the UK, we use what's called the '2-4-6 process' which sets the maximum timescales on when a cheque funded account starts earning interest, when the funds can be withdrawn and when the funds can no longer be reclaimed. Non-Working Days are not counted for the purposes of the cheque clearing cycle.
- 6.9. The process starts on the working day we receive the cheque by post or at a branch and is set out below:
- a) Monday (Day 0) we receive the cheque (at a branch or by post);
 - b) Start of Wednesday (Day 2) you start to earn interest (where payable) on the amount of the cheque;
 - c) Start of Friday (Day 4) the money is available in your account for withdrawal after 10.00 am; and
 - d) End of the next Tuesday (Day 6) the cheque can't be returned unpaid (can't 'bounce') except in the case of fraud.
- 6.10. The bank on which a cheque is drawn may return it unpaid, after the amount on the cheque has been included in your available balance. When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later, for example in cases of suspected fraud etc., in which cases we may be obliged to debit your account with the amount of the cheque.

Paying currencies other than sterling into your sterling Account / Foreign Currency Accounts:

- 6.11. A 'foreign cheque' (by that we mean a cheque issued by a non UK Bank, or in a foreign currency, viz., a USD and EURO cheque) may also be paid into your Account over the counter at our branch. The clearing cycle will vary according to the method and place of payment.
- 6.12. Cheques payable outside the UK paid in for collection or negotiation are dealt with in accordance to our guidelines issued from time to time and on the following terms:
- a) You warrant that you have good title to them.
 - b) You indemnify us against all liabilities, claims, losses etc.
 - c) Expenses, exchange rate fluctuations and agents charges that may arise will be recovered from the proceeds or from you if the proceeds received are less than the charges and expenses; and
 - e) You authorise us to debit the account if any cheque is returned unpaid subsequently with the amount already credited, along with the interest for the period for which the bank was out of funds.
- 6.13. For deposits made by foreign cheque or drafts payable in USD / EURO
- a) These instruments are subject to the rules and regulations of the country on which they are drawn.
 - b) We will pay interest (if applicable) on any funds deposited to your account by way of foreign cheque or draft after these funds are deemed available for withdrawal by you. The period before the funds are deemed available will vary depending on the currency of the instruments and as to where the instrument is payable.
 - c) Even where we have deemed that funds deposited to your account are available, if a foreign cheque or draft is dishonoured for any reason, we will exercise recourse against you and you will therefore be liable to repay us for any amount not paid by the bank on which the foreign cheque or draft is drawn (the "Drawee Bank"). You agree that the dishonour time frames differ and depend on the rules of the country in which a foreign cheque or draft is drawn and in some cases a Drawee Bank can dishonour the instruments many months after the foreign cheque was deposited by you.
 - d) We reserve the right but not the obligation to represent on your behalf any foreign cheque or draft which is unpaid on presentation to the Drawee Bank, but such representation does not affect our right to exercise recourse at a later date.
 - e) Where we have to exercise recourse, we may debit your account or any of your accounts held with us to recover from you any costs levied by the Drawee Bank together with our fees. Where we have to exercise recourse in currency other than that of your Account, the amount claimed may differ due to foreign exchange rate fluctuations. We may also debit your accounts or recover from you any costs

levied by the Drawee Bank together with our standard service fees and charges. Where deemed necessary by us, or upon your request, certain foreign cheques or drafts may be sent "on collection" to the Drawee Bank. Where a foreign cheque or draft is sent on collection, available funds will be credited to your account as soon as payment is received from the Drawee Bank.

- f) Where funds are credited to your Account other than by way of foreign cheque or draft they will be available for withdrawal on the day of receipt if in a form deemed suitable by us, or on the value date of any authenticated advice from a remitting bank, whichever is later, as long as it is a business day in England, and in the country of the relevant currency being deposited.
- g) If you deposit funds into your Account in a currency other than that of your Account or if we are required to effect any dishonour or return of funds in a currency other than that of your Account, the relevant funds will be converted at our prevailing rate of exchange on the day of the transaction (or subsequent dishonour / return).
- h) We reserve the right to refuse or accept an amount paid in, and if we do, we will inform you.
- i) If you want us to collect payment for you of a foreign cheque, you must endorse the cheque by signing your name on the back. If the cheque is payable to more than one person, each of you must endorse on the back of the cheque.
- j) The exchange rate we use when converting a foreign cheque into sterling will be: Our standard rate of exchange for negotiating the cheque on the day we buy the cheque from you; or our standard rate of exchange for collecting cheques, on the day we receive the payment from the paying bank.
- k) If the foreign bank later returns the cheque or asks for the money to be returned, we will debit the Account with the currency or the sterling equivalent. If we have converted the cheque to sterling we will convert back into foreign currency using our standard exchange rate for the relevant currency on the day we debit your account. We will do this even if you have drawn the amount from your account, in which case, your account may be overdrawn.
- l) This means that we have to take a larger amount from your account than we originally paid in. The exchange rate may have also worsened during our crediting and debiting your account.
- m) Charges for dealing with foreign cheques -We will recover our charges for dealing with foreign cheques and any charges by the foreign bank, including charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account into which the cheque was deposited. For avoidance of doubt in addition to our fees, the fees of our agent and/or correspondent banks and/or the bank on which the foreign cheque is drawn may be payable whether it is paid or not. These will be deducted from your account when we receive notice of them. This may be after your account has been credited with the amount of the foreign cheque.
- n) From time to time it may not be possible for us to obtain payment of foreign cheques because of local foreign exchange or other restrictions, in the country where the cheque is drawn.
- o) If we have incurred any costs or other obligations as a result of negotiating or collecting a foreign cheque, the same will be recovered from you, to revert us to the position we would have been in, had we not attempted to collect or negotiate the cheque. In other words the bank will not incur any loss by collecting or negotiating any cheque or draft or other instrument for you.

6.14. While we will take reasonable care in choosing our agent and correspondent banks when negotiating or collecting foreign cheques, we do not accept liability for any loss, damage or delay arising from any failure to perform or any act or omission of any such agent or correspondent bank which is not directly due to our own negligence. Such agent and correspondent banks will act for your account and at your risk.

6.15. The Uniform Rules for Collections, as published by the International Chamber of Commerce, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment. If you would like a copy, contact us.

7. Interest

7.1. When you have money in your Account, provided your account is an interest earning account, you will be eligible for credit interest. We will work this out on the amount actually in your Account at close of business each Working Day. You start earning interest on your Account from the day that cash funds are added to your Account. Interest is calculated on a daily basis according to our interest rate schedule available from your local Branch or from our website (www.unionbankofindiauk.co.uk). We credit interest in accordance with these Terms and Conditions and our interest rate schedule.

7.2. We may without notice change your interest rate at any time with immediate effect where your Account is linked to an external reference rate (a publicly available rate which we do not set, for example, the Bank of England Base Rate), to reflect changes in this reference rate.

7.3. We will provide you with 2 months' written notice if we change interest rates for any reason.

7.4. Any change we make to interest rates will be proportionate to the circumstances giving rise to the change. Changes to interest rates will not be made in accordance with clauses 7.2 and 7.3 if we have agreed a fixed rate of interest with you that applies to your Account.

7.5. If you do not accept the proposed change(s) to your interest rate as set out in clause 7.3, you must let us know in writing before the change(s) take effect. You have the right to terminate the contract as a result of changes referred to in clause 7.3 without any cost or charge to you. If you wish to change or close your Account due to notice of a reduction in rates, you must notify us within the 2 month period. If you do not notify us, we will consider that you have accepted the change.

7.6. Information about our current interest rates, for savings and current accounts, is available on our Website, by telephoning us and by asking any member of our staff at any of our Branches. When we change the interest rate on your Account the old rate will also be available to help you compare rates.

7.7 With effect from 6 April 2016, Union Bank of India (UK) Ltd. will pay interest on your account (s) gross. From 6 April 2016, a tax-free Personal Savings Allowance (PSA) will be introduced for savings income (such as interest) paid to individuals. Broadly, this means that basic rate taxpayers will be able to receive up to £1,000 of savings income, and higher rate taxpayers can receive up to £500 of savings income, without any tax being due. The PSA will not be available to any saver with additional rate income. Any interest you earn above PSA will be subject to tax and it will be your responsibility to declare this to HM Revenue & Customs (HMRC). Further details can be found on HMRC website.

7.8 Details of interest chargeable for overdraft Accounts agreed by us will be explained in the facility letter issued to you for such Accounts.

8. Payments out of your Account

8.1. You can make payments from your Account as long as there are enough available funds in your Account to cover the payments. We will take into account any other payments which we have paid or agreed to pay from your Account that day, or which have been authorised for that day, such as standing orders and direct debits. When a payment or standing order is due on a day which is not a normal Working Day, we will make the payment on the next Working Day. Please note that we do not offer overdraft facilities or any borrowing facilities on any personal Accounts without a prior agreement and may refuse to make payments when funds are insufficient in the account irrespective of funds you may hold in other Accounts with us. We will charge you a fee - as shown on our Tariff of Charges - if we have to refuse a payment.

8.2. When you want to make payments from Accounts which do not have a cheque facility, you can either speak to one of our cashiers at our Branches or send us a withdrawal form or letter telling us how you would like the payment to be made. We can:

a. transfer funds via Faster Payments Service (for eligible inter-bank payments effective from 01 January 2012) to a specified account (up to a maximum of £100,000) at another UK bank in Sterling, whether single one off payments or standing orders; please ensure that you provide us with your beneficiary's account details each time you want us to make a payment on your behalf. The funds will be taken from your Account on the day we initiate the payment in accordance with your request and will arrive in the beneficiary's account the same Working Day, if the instruction is received before the Cut-off Time by us. We may refuse to send payments to UK banks that do not support this Service and you may use CHAPS for such payments. If you want to transfer above £100,000 (separate limits for transfers via Internet Banking will apply), such transfers can be sent via CHAPS (with applicable fee) or as multiple Faster Payments. The charges (if any) applicable for such transfers are given under schedule of charges and available on our website.

b. transfer funds by CHAPS, an electronic payments system, to another bank account within the UK; funds are cleared on the same day. Please refer to our Tariff of Charges for our charges for this service.

c. transfer funds to a bank account in another country by international electronic transfer. Please enquire for further details. If you want to make a payment in a currency other than sterling, please contact us and we will advise you how this can be done, the exchange rate we will apply and what our charges will be. The bank receiving the payment may also impose charges that are outside our control.

Basic information on executed payment transactions can be requested at branch at no additional charge

Payment out by issuing cheques

8.3. Payment may be made by the Account holder by issuing a cheque on those accounts wherever cheque books are issued by us. Cheques should be issued in the currency of the Account. We may not pay the cheque issued by you if there are insufficient funds in your Account or effecting such payment exceeds the agreed overdraft limit. A cheque issued may not be paid due to other reasons for example if amount in words and figures differs, it is out of date i.e. date on the cheque is more than 6 months prior to the date of presentation, it is post-dated, or the Authorised Signatory's signature differs. The cheque may not be paid if there is suspicion of any fraudulent activity.

8.4. When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account, eg, the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank. However:

- a) if a cheque you issue is paid in at the counter of your branch, eg, to pay a bill or is paid in there by the recipient, the amount will be deducted from your account on the same day;
- b) if you cash a cheque you issue at any of our branches, the amount will be deducted from your account on the same day;

8.5. You can request us to stop payment of a cheque provided that you do so before it has been debited to Your Account and we have not told the payee or their bank that the cheque will be paid. Your request to stop a cheque must also be received by our local Branch, before 12 noon on a Working Day in order to be processed on the same day. Such request should be in writing mentioning the Account and cheque details and signed by the Authorised Signatory. There is a charge for this service as set out in our Tariff of Charges.

8.6. You should take care when issuing a cheque to prevent forgery. All our cheques are marked 'A/C Payee' and are payable only through the payees Account. You can request a banker's cheque or draft in your name or a third party by making a written request. Charges as mentioned in our Tariff of Charges will apply for the same.

8.7. If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, you must call us immediately. Cheque books remain our property at all times. They must be returned when you close your account or if we ask for their return.

8.8. When writing a cheque you must take all reasonable precautions to prevent anyone else altering it or making a forgery. This includes (but is not limited to) never leaving a gap between words or figures and never signing a cheque before you use it. You must sign all alterations to cheques you issue. We reserve our right to refuse to accept / clear cheques with alterations.

8.9. We will keep original cheques paid from your account or copies for at least six years unless we have already returned these 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.

8.10. Processing 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.

8.11. **Cheque Clearing:** From 30 October 2017 all banks have introduced a new system for clearing cheques called the Image Clearing System. This allows banks to clear a digital image of a cheque rather than the original paper cheque. This means that some cheques you write using this system will clear within two working days.

The Image Clearing System has been introduced gradually, SO both the existing paper cheque clearing process and the new Image Clearing System will be used.

General Terms applicable for payments out of your account

8.11. Payments may also be made by providing written instructions in the format available for download from our website) and can be sent by email or Fax to a designated secure email ID / Fax Number. Please note that the Bank may call you to confirm the instruction and any details thereon for security purposes. These instructions will also be accepted only if they are sent from the same e-mail or fax that were provided at the time of opening the account. In order to avail of this service, you will have to execute a Telecommunications Indemnity Agreement (the "Indemnity") with the Bank.

As well as the information you normally give when you ask us to make a payment, you'll also now need to provide us with the payee's name (and their address for payments made abroad).

8.12. Withdrawals may be allowed by way of direct debits received through clearing where the Account has such facility.

8.13. Payments can be made by electronic transfer through Swift by providing us with a written request signed by you. You should provide your Account details from which the payment will be made, the beneficiary's name, address and IBAN, correct details of the recipient bank, including the bank's Swift (BIC) address and the purpose of remittance. For payments within the UK, you must provide the account number and Sort Code of the beneficiary's bank. If there are funds in the Account, payments will be made within one Working Day of receiving your instructions.

8.14. Any payment made by electronic transfer including through Swift will be sent to the beneficiary's bank on the same day. However, the value date on which the beneficiary's account will be credited will depend on the beneficiary's banker. In case of payments requested in currencies other than the currency of the Account, the currency conversion would be done at our prevailing exchange rate applying on the day of the conversion. We publish the indicative exchange rate for rupees on our Website.

8.15. Payments made out of your Account are based on the information provided by you. In case the information provided by you is incorrect, resulting in the payment going wrong, we will make reasonable efforts to recover the funds involved in the payment transaction and may charge you for any reasonable costs incurred in recovering your funds.

8.16. Any outward payment request received after the Cut-Off Time will be considered to have been received on the next Working Day.

If a payment you asked us to make within the EEA doesn't arrive when it should have (normally the business day after we send the payment from your account), you can ask us to contact the receiving bank and ask them to treat the payment as if it had been made on time.

8.17. We now have to make clear how we'll use the contact details you give us in the event of suspected or actual fraud or security threats, For security reasons, we may contact you by telephone or by email to seek confirmation of a payment request received through a messenger, by post or by fax.

8.18. You must notify us of any loss suffered by you on any Account or any unauthorised or incorrectly executed payment transactions as soon as you become aware of them but not later than six months from the date of debit in the Account, otherwise we shall not be liable to you. However, this clause is subject to the bank providing you with the statement of account in line with clause 18 of these Terms and Conditions.

8.19. For payments involving currency conversion, the rate we will apply will be the rate on offer on that day. The rate is made available to you at our Branches or over the telephone. If a payment is made involving foreign currency and the payment is returned, we will reconvert the returned payment to the original currency at our prevailing exchange rate and credit your Account. We shall not be liable for any loss in exchange on account of the conversion.

Cancellation of instruction to make a payment

8.20. Any cancellation of the instruction to make a payment will depend on and is subject to the method of payment and their respective Cut Off times. Any such cancellation request must be received at least one hour before the Cut Off time.

8.21. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.

9. Transaction Processing Time

9.1. The processing time for payments into and out of your Account may be more than the time set out in clauses 6 and 8 due to the following reasons:

- a. defective request or insufficient, incomplete or incorrect details in your instructions to us;
- b. if your instructions in any way give rise to suspicion in which case the matter would be investigated before any decision is taken regarding application of funds;
- c. to comply with our legal or regulatory obligations;
- d. order by a competent court;
- e. order or stipulation by any other law enforcing body; and/or
- f. business disruption on account of natural calamity, riot, war, terrorist activity, industrial action, equipment failure, void instruments or any such event which is beyond our control.

9.2. In the above circumstances, we and /or our clearing agent(s) shall not be liable for any delay or loss suffered by the Account holders(s), provided that we have acted reasonably, including where lawfully notifying you of the refusal or delay in making the payment and the reasons why at the earliest opportunity and, in the event that payment details are incorrect because of an error by you or a third party we will help you investigate.

10. Right of Set Off

10.1. We may use any Account/s held by you with us which are in credit to reduce or repay any amount you may owe to us in other Account/s held by you in the same name. In the process we may opt to recover any amount(s) outstanding from your other deposits whether they be time or demand deposits held by you with us for a certain period along with the interest payable by us. In cases where the credit balances are in a different currency from the currency in which balances are owed to us, then the currency conversion would be done at our prevailing market rate. Any losses on conversion will be to the account of the customer.

10.2. If you hold a joint Account, and another Account holder on this Account owes us money in relation to another Account held with us in his/her name, we can exercise our right of set off on the Account you hold jointly with this Account holder.

10.3. We will not use our right of set-off

- a) against any money which we are required to hold by law in an account in your name for someone else, or
- b) in any way that contravenes any law, regulation, code of conduct or industry guidance.

11. Charges

11.1. When you open your Account, we will give you details of our Tariff of Charges for the day to day running of your Account. You can also find out about these charges by contacting your Account holding Branch or by looking at our Website.

If we increase any of these charges or introduce a new charge, we will give you at least two months' notice

before the changes take effect. We will tell you the charge for any other service or product before we provide it to you, and at any time should you request it.

11.2. If any sum due and payable by you is not paid on the due date, you will be liable to pay the interest (both after, as well as before, any judgment) on such sum at such a rate or rates as we will provide to you from time to time from the date the payment is due up to the date of payment.

12. Early Access Charge

12.1. If you are a holder of a Fixed Deposit Account, please note that pre-closure of term deposits will be permitted only at the discretion of the bank. The interest rate payable on pre closure of deposits will be at the rate applicable for the period run less penalty as prescribed by the bank from time to time.

12.2. If you are a holder of a Fixed Deposit, in the event of your death, we will repay the capital value and accrued interest without notice or loss of interest, but only once we receive the necessary legal confirmation of status and authority. Alternatively and only if requested, a fixed deposit may continue until the end of the term. Whereas if you hold a fixed deposit jointly with another person or with other persons, and if one of you should die, the survivor(s) may elect to transfer the Account to their sole name(s) for the remaining term or they may receive the capital value and accrued interest without notice or loss of interest.

12.3. If you are a holder of a Fixed Deposit, in the event that you are made bankrupt, we will repay the capital value and accrued interest without notice or loss of interest, but only once we receive the necessary legal confirmation of the status and authority. Alternatively and only if requested, the Fixed Deposit may continue until the end of term. The same provisions apply where you hold a Fixed Deposit jointly with another person or with other persons and one party is made bankrupt, although in these circumstances we will require instructions from both the person appointed to deal with the Bankrupt's affairs and the joint Fixed Deposit holder(s).

13. Closing your Account

13.1. You may close your Account at any time upon providing us with written notice in accordance with clause 13.2. Additionally for a period of 30 calendar days after the date you open your Account with us, you have the right to cancel your contract with us by closing your Account. Subject to clause 12.1 and 12.2 above, the funds deposited will be returned to you together with any interest earned except for our Fixed Deposit Account. No charges will be levied for cancelling the Account within this initial 30 calendar day period from Account opening.

13.2. Written notice may be provided to us in person at any of our Branches or sent by post to Union Bank of India (UK) Ltd, Senator House, 85 Queen Victoria Street, London EC4V 4AB.

13.3. We may close your Account if you:

- a. do not comply with any of your important obligations under these Terms and Conditions and do not put this right within a reasonable time of our requesting you to do so;
- b. fail to operate your Account in accordance with an important term in these Terms and Conditions;
- c. regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments;
- d. give us false information in relation to your Account;
- e. if you act fraudulently or refuse to give us required due diligence information; or additional proof of ID.
- f. are not entitled to open the Account(s);
- g. have been made bankrupt; and/or
- h. have behaved inappropriately or improperly towards us or our staff (for example, in a threatening or abusive manner).
- i. you're involved, or we reasonably believe that you're involved, in criminal activity of any kind

whether or not linked to your account or your relationship with us.

13.4. Subject to our Specific Terms and Conditions, we will pay any balance due, together with interest at the agreed rate, up to and including the date of repayment.

13.5. We will not use this clause 13 to close your Account in the event that you make a valid complaint(s) against us.

13.6. If your Account is closed for any reason and we make a repayment to you, you will have no further right(s) or interest in the Account.

13.7. Except for fixed rate bond (Fixed Deposits) Accounts and Accounts with notice periods for withdrawals you may terminate your Account without charge at any time by writing to us.

13.8. If we intend to close your Account, we will write to you and, unless there are exceptional circumstances including but not limited to unauthorised borrowing, we will give you 60 calendar days' notice of our intention to close your Account(s). We will repay any credit balance to you and we may require you to repay any money owed to us. Please see clause 17 on your liability to us and clause 10 on our right to set off.

13.9. In the event that a petition for a bankruptcy or sequestration order is presented against you then you agree that we may:

- a) suspend or stop your ability to make payments;
- b) suspend or stop your internet banking services;
- c) ask you to return any debit cards and cheque books you have; and/or
- d) refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court; or
- e) act as per such orders.

13.10. If we are notified that any other court order or arrangement has been entered into or application made in relation to your account which requires authority to be obtained from a third party before we act on instructions to make payments from your account, you agree that we may take any of the actions set out in clause 13.9 above until we receive appropriate authority from the relevant third party.

14. Dormant Accounts

14.1. We may suspend operation or make inactive your Account for security reasons if you have not made any transactions on that Account for at least 18 months. In that case, we will write to you and request you to either make any transaction in the account or explain the reasons for not operating the account. If you fail to make any transaction in the account or do not give reasons for not operating the account, then your account will further become dormant after six months. Once your account becomes dormant after a total period of 24 months, then you will be required to provide suitable evidence of your Identity and address to reactivate the account.

15. Changes to these terms

15.1. Except for changes to interest rates (see Interest clauses 7.2 and 7.3 above) we may from time to time amend our Terms and Conditions (including our Tariff of Charges, General and Specific Terms and Conditions) if we reasonably believe that the change is needed for any of the following reasons:

- a. if the change is favourable to you;
- b. to comply with our legal obligations;
- c. to add new products by way of new Specific Terms and Conditions;
- d. to reflect changes in general banking practice;
- e. to reflect regulatory changes;
- f. where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent Court or any other law enforcing body;

- g. To make the Terms clearer;
- h. To improve the services we provide;
- i. To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would;
- j. To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you and/or
- k. to reflect changes in costs associated with the relevant technology, the costs we pay to others relating to the Account or services and/or our costs of providing the Account, service or facilities.

15.2. We will tell you about any changes to these Terms and Conditions and also when they come into effect by placing a notice with your statement, on the Website or by email or by post.

15.3. Subject to clause 15.5 and unless otherwise specified in any other clause of these Terms and Conditions or Specific Terms and Conditions, we decide to make any change to these Terms and Conditions we will give you two months' notice of the change.

15.4. Subject to 7.5, if the changes are not to your advantage you may wish to close your Account within 30 calendar days of the date of the notice of the changes without charge. If you reject the proposed changes, we may take this as a rejection of the contract with us and a notice of termination. We will contact you before we close your Account. If we do not hear from you, we will consider that you have accepted the changes we have made to the Terms and Conditions.

15.5. Unless we have agreed to a fixed rate of interest with you that applies to your Account, changes to interest rates may be applied immediately as specified in clause

7.2. We will tell you about any change in interest rates as soon as possible unless we have agreed on a specific frequency or manner in which we notify or make available to you the information.

16. Our liability to you

16.1. Subject to clause 16.2 below, if we do not carry out your request (in accordance with these or such other terms relevant to your request) or do not carry out your request correctly, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.

16.2. Our responsibility in relation to clause 16.1 above is subject to the following:

- a) We and /or our clearing agent(s) shall not be responsible to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other services as a result of compliance with laws, compliance with our banking terms and conditions, preventing money laundering, fraud or terrorist financing, industrial action, non-availability of equipment or supplies, or business disruption on account of natural calamity, riot or terrorism;
- b) We and /or our clearing agent(s) shall not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities) or for any indirect losses for any reason whatsoever;
- c) We and /or our clearing agent(s) shall not be responsible to you for any delay, indirect, consequential losses or losses that we could not reasonably have expected to foresee or to occur;
- d) We and /or our clearing agent(s) shall not be responsible to you for any delay, indirect, consequential losses or losses which may result from the circumstances set out in clause 16.1 above, provided that we have acted reasonably.

16.3. We will be responsible for unauthorised payments from the Account where, our reasonable investigations confirm that:

- a) you have informed us without delay of the unauthorised payment subject to these Terms and Conditions, any relevant Specific Terms and Conditions and any applicable legislations; and
- b) you have not acted fraudulently or been grossly negligent; and
- c) the unauthorised payment is not a result of a failure by you to comply with the security obligations set out in these Terms and Conditions and the security recommendations on our Website. This includes (but is not

limited to) a failure by you to keep your password, user name and memorable word, or other confidential information about your Account secure.

16.4. If we later become aware of evidence that shows we are not responsible for the unauthorised payment, we will recover an amount equal to the refund from your account.

16.5. In the event that we are responsible for unauthorised payments as specified in clause 16.3, our liability shall be limited to refund the amount of the unauthorised transaction and any resulting overdraft interest and charges. We will have no further liability to you.

16.6. However, where an unauthorised payment has taken place as a result of the use of a lost or stolen payment instrument, you will be liable up to a maximum of £50 for any losses incurred.

16.7. Nothing in these Terms and Conditions limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

17. Your liability to us

17.1. You are responsible for payment of any debt that arises on your Account. If you have a joint Account, you will each be responsible for any money owing on your Account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other Account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended. Where a joint Account holder has an Account with us in their sole name, and that Account has a credit balance, we can use money in that Account to repay any money owing to us on the joint Account.

17.2. If any Accounts you hold with us are in credit, we may use the credit to reduce or repay any amounts you owe on other Accounts you hold with us in the same name. If we decide to do this, we will tell you why it is being done.

18. Statements

18.1. Statements for all Accounts are issued at least once a year. You can also choose another frequency, for example monthly or quarterly or you can print a statement of Account using your online banking. You can also contact us and request an up to date statement for your Account at any time. We will charge a fee as set out in our Tariff of Charges for supplying you with any such duplicate statements.

18.2. We recommend that you carefully check your Account history regularly. If any entry appears to be wrong, you should tell us as soon as possible.

19. Internet banking

19.1. If you have indicated that you would like us to provide internet banking services, the following terms and conditions also apply for those Accounts on which we offer internet banking.

19.2. This clause 19 sets out the rules which apply to your internet access to your Account(s), and explains our obligations to you, and your obligations to us, when operating these Accounts.

19.3. We offer internet banking facilities to account holders maintaining operative accounts such as savings or current account with us.

Please log on to www.unionbankofindiauk.co.uk (the "Website") and download an application form for individual Accounts and Corporate Application form for company/business Accounts. If you have already opted for internet banking facility in the account opening form, then we will process the application and no separate application will be further required to be filled in. Internet banking facility is offered only if you have at least one operative account. We don't offer this facility in case you have only deposit account with us. The completed application form should be sent to the Branch where you have your Account.

19.4. You will then be sent your User ID, l o g i n password and transaction password for internet banking. 'Net Banking' enables you to do the following:

- a. View your Account on line;
- b. Transfer funds between Accounts*;
- c. Make payments*;
- d. Request cheque books; and
- e. Make Service Requests (in offline mode)

We may add further services from time to time to our 'Net Banking' offering.

*Facility available to Retail users only. **Corporate users have only view facility.

**Some eligible corporates depending on the mandate in the account can have view and transaction facility both.

Use of Websites

19.5. You can access your Accounts through the Website after you receive the User ID and password sent to you by us. You must change the password provided by us at the time of first logging into internet banking on our Website.

19.6. All requests received from you are logged and transmitted to your local Branch for their fulfilment. The requests become effective from the time these are recorded/registered at the respective Branch.

19.7. When using our Websites, the terms of use applicable to the relevant Website will apply.

Availability of internet banking services

19.8. We work hard to make sure our internet banking services are available at the times you wish to use them. However, we cannot and do not guarantee their availability, nor that access to, and use of, our Websites will be uninterrupted or error free. From time to time we may need to suspend provision of the internet banking services for repair, maintenance or upgrade purposes.

19.9. We will not, in any event, have any liability to you if we are prevented from, or delayed in, providing any internet banking services due to the failure of any telecommunication link or other equipment or infrastructure not owned or controlled exclusively by us and/or any acts or omissions of third party telecommunications or internet service providers.

Instructions

19.10. For the purposes of this clause 19 and the web requirements, you agree that any instructions given using your authenticated security details on the internet banking service shall be deemed as written instruction given by you.

19.11. However, please pay careful attention to the security notice set out in the following clause 19.12 and comply with it.

Security notice

19.12. Internet banking is safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

- a) Keep your User ID and password secret. This includes (but is not limited to) destroying any password notification immediately after receipt from us, never writing your password or User ID details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else and taking all reasonable care to ensure that no-one sees your password or username when you use them;
- b) You are advised to avoid choosing a password that is generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving licence/car number etc.
- c) Treat e-mails you receive with caution and be very wary of e-mails or calls asking you to reveal any personal security details. We or the police will never contact you to ask you for your internet banking password or User ID information;
- d) Always access our Website via the www.unionbankofindiauk.co.uk site or by typing the address

www.unionbankonline.co.uk into the address bar of your web browser. Please ensure that you double check the spelling is correct when typing our address into the browser, before using the Website that you are directed to. We will never send you an e-mail with a link through to our internet banking Website; and
e) Visit www.banksafeonline.org.uk for more useful information.

19.13. There is no way to retrieve the password from the system. In case you forget your password, you will have to approach us to re-set the password.

19.14. Please remember that internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any unauthorised access by a third party and/or corruption of data being sent to us by e-mail.

19.15. If you are a victim of internet fraud and someone gains unauthorised access to your Account, then we will refund the full amount of money taken from your Account, provided each of the following sub clauses applies:

- a) you have not given your security details (including your password or User ID details) to anyone else;
- b) the loss was not caused by your use of an account aggregation service (i.e. a service provided by another company that allows you to view all of your bank details on a single website);
- c) you have not sent us incorrect payment instructions;
- d) you have used reasonable care when using internet banking (e.g. logging off at the end of each internet banking session and not leaving your computer unattended while logged on to the internet banking service);
- e) you inform us as soon as possible of any security breach, or potential breach, of which you are aware;
- f) you have not acted fraudulently;
- g) you have taken the precautions described in these Terms and Conditions and complied with all other reasonable instructions we may give from time to time regarding security details.

19.16. Our promise to compensate you in the circumstances described above only extends to a refund of the amount taken from your Account and does not extend to any additional loss you may suffer in consequence of any unauthorised access to your Account.

Client browser

19.17. Your client browser must be JavaScript enabled.

19.18. Any amendments to the functionality listed above will be notified to you within your secure internet banking session, before such changes are implemented.

Transactions

19.19. Some specific conditions apply to transactions processed through internet banking:

- a) Transactions carried out in internet banking for transfer of funds within the UK or bill payment by the Cut-Off Time will be processed on the same Working Day. Instructions received after the Cut-Off Time will be processed on the next Working Day. The transfer of funds or bill payments will be made through the BACS payment system.
- b) An instruction will only be accepted by us if it has been effected through the internet service using your User ID and password. We will not further check the authenticity of an instruction.
- c) We may refuse to act on an instruction, for example if the transaction exceeds a particular value or other limit such as the transactions will create an overdraft or exceeds an agreed overdraft limit.
- d) You may terminate your internet services by sending a termination notice to us. Such termination will be effective from the date we receive your notice.
- e) Banking instructions to pay money from your Account may not be cancelled once you have authorised them and we have accepted them, unless we agree to do so at our discretion. If we do agree we may make a charge as set out in our Tariff of Charges.
- f) We are updating the T&Cs to explain that when we ask for information, for example additional proof of ID, to help prevent money laundering or financial crime, we can ask you for that information in a set

timescale. If we don't get it in time, we might have to stop processing payments, payments could be delayed or we may have to freeze your account until we have it.

Joint Accounts

19.20. User ID and password information will be sent to all Account holders separately on request, but for the purposes of the General Terms and Conditions and the requirements: (1) to provide written confirmation of your request to make a withdrawal from your Account; and (2) to provide all other instructions in relation to the operation of your Account in writing (unless we have made other specific and documented arrangements), any one of you can comply with these requirements by providing us with the relevant details using your authenticated security details on our Website. However, please pay careful attention to the security notice set out above.

19.21. If any of you inform us in writing of a dispute between you, we will treat this information as notice of termination of the mandate, thereby suspending internet access. Any further transactions will need the authority of all of you.

Variation/termination

19.22. We may at any time vary or terminate some or our entire internet banking services. In the case of any material variation, or termination, we will give you as much notice as we reasonably can in the circumstances. Changes will be notified to you through a notification on the Website.

Use of Cookies

19.23. When you or your representatives use a computer or other device to access websites operated by us and associated third parties, information may be stored and accessed on that device:

- a) to improve your experience;
- b) to improve the functionality, security and performance of those websites;
- c) to provide you with promotional content; and/or
- d) to provide us with information about how those websites are used, and how users arrive at those websites.

19.24. In the event that you or your representatives receive emails sent by or on behalf of us, such emails may contain technologies to track for market research purposes whether those emails are opened and whether internet links contained in those emails are accessed.

19.25. You agree to information being stored, accessed and used in this way.

19.26. We may also exchange, analyse and use relevant information about you or your representatives in the way described above to ensure that promotional content displayed on screen when you use our websites is more likely to be relevant and of interest. Further information is available on our cookies policy and website terms at our website www.unionbankofindiauk.co.uk

19.27. For any help, please email us at ebanking@unionbankofindiauk.co.uk or write to us at the following address:

Customer Care Team (Internet Banking)
Union Bank of India (UK) Ltd Senator House
85 Queen Victoria Street, London
EC4V 4AB

20. Confidentiality

20.1. We will treat all your personal information as private and confidential (even when you are no longer a customer). Information we hold about you will not be disclosed to anyone (including other companies in our group) unless:

- a) we are legally required to disclose;
- b) we have a public duty to disclose;

- c) our interests mean we must give the information (for example, to prevent fraud). However, we will not use this as a reason for giving information about you or your Account (including your name and address) to anyone else, without your consent;
- d) the disclosure is made with your consent;
- e) this is as set out in clause 21 below;
- f) this is as set out in our Privacy Policy.

21. Data protection

21.1. Union Bank of India (UK) Ltd is a data controller registered with the Information Commissioner under number Z3266289.

21.2. In order to provide you with bank Accounts and other products and services we need to collect, use, share and store personal information about you and your transactions ("Your Information"). This clause explains how we will use Your Information.

What Your Information includes

21.3. Your Information includes information which we:

- a) obtain from you or third parties, such as employers, joint Account holders, credit reference agencies, fraud prevention agencies or other organisations when you apply for an Account with us or for any of our other products or services, or which you or they give to us at any other time; or
- b) learn from the way in which your Accounts with us are administered and managed, from the transactions made such as the date, amount, currency and the name and type of supplier (for example, supermarket services, medical services, transactions in assets, retail services) and from the payments which are made to and from your Accounts with us.

21.4. Where you provide personal and financial information about others (such as dependents, other family members and a joint Account holder) you confirm that you have their consent or are otherwise entitled to provide this information to us and for it to be used in accordance with these Terms and Conditions.

21.5. To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. 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. Any recordings remain our sole property.

How We Use Your Information

21.6. We will use Your Information to manage your Accounts, give you statements and provide our services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, to carry out regulatory checks, to meet our obligations to any relevant regulatory authority, to develop and improve our services to you and other customers and to protect our interest.

Use of Your Information for Marketing Purposes

21.7. With your permission may use Your Information to inform you by letter, telephone, text messages, digital television, email and other electronic methods about products and services which may be of interest to you. If you do not want us to contact you about such products and services please let us know by writing to us at Union Bank of India (UK) Ltd, Senator House, 85, Queen Victoria Street, London EC4V 4AB or by emailing us at customercare.ubi@unionbankofindiauk.co.uk. We would provide you a clear option at the time of the opening of the account whether you would like to receive information about our other products and services and it is up to you to opt in or not.

Third parties with whom we may share Your Information

21.8. We may share Your Information with the following third parties, wherever located:

- a) anyone to whom we may transfer our rights and/or obligations under any agreement we have with you;
- b) your advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by you;
- c) credit reference agencies and fraud prevention agencies; and/or
- d) where we have a duty to do so, or if law or regulation allows us to do so.

21.9. Except as set out above we will not disclose Your Information to anyone unless the disclosure is made with your consent.

Transfer of Your Information Overseas

21.10. We may transfer Your Information to our Back Office Operations Division (the "BOOD") (part of the Bank) based overseas for the processing purposes and for purposes stated in clause 21.6 above. We will make sure that the BOOD agrees to apply the same levels of protection as we are required to apply to Your Information and to use Your Information in accordance with our instructions.

Credit Reference Agencies and Fraud Prevent Agencies

21.11. We may give Your Information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes, to make credit assessments and decisions about credit related services to enable us to manage and take decisions about your Accounts, insurance policies and insurance claims and to recover debt.

21.12. Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial "association" has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any associated records. Another person's record will be associated with yours when:

- a. you make a joint application;
- b. you advise us of a financial association with another person; or
- c. if the credit reference agencies have existing linked or "associate" records.

21.13. This "association" will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a "disassociation".

21.14. Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other financial institutions, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the UK. We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of Your Information held by them. Please contact us at Senator House, 85 Queen Victoria Street London EC4V 4AB if you want to receive details.

Right to receive a copy of Your Information

21.15. You can ask for a copy of your information by writing to us at Senator House, 85 Queen Victoria Street London EC4V 4AB. We may charge an administration fee to meet our costs in providing you with details of your information.

Your Rights in relation to your Information: You explicitly consent to us accessing, processing and retaining any information you provide to us for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we will stop using your data for this purpose, but may continue to process your data for other purposes. Your privacy is important to Union bank of India UK Ltd. Our Privacy Policy explains

how we collect, use, disclose, transfer and store your information and sets out your rights to your information. In future it will be set out in a separate document, and will be available at: <https://www.unionbankofindiauk.co.uk/privacy-policy> or you can ask for a copy at our office in London.

Where to find further information

21.16. Please visit our Website to see our Privacy Policy which provides further information about how we use Your Information.

22. General

22.1. **Governing Law** For all Accounts held in England, these Terms and Conditions and any dispute or claim arising out of it or its subject matter or formation and any non-contractual obligations arising out of it is governed by the laws of England and Wales, as are all our dealings with you until such time as your Account is closed. You and we submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation. The language we will use in our communications will be English.

22.2. Please inform us immediately if you change your name, address, or contact details. If we do not hold correct information we may suspend your Account to protect us both.

22.3. You agree that we may request additional information from you or to check from time to time that the existing information we have about you is up to date, in order to meet our legal and regulatory responsibilities.

22.4. To ensure that we carry out your instructions accurately and for compliance and training purposes, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

22.4 **Immigration Checks:** All UK banks are required to carry out regulatory checks to ensure that we know who our customers are. Recent changes in legislation mean that we will have to do these checks more frequently only on personal customers that are resident in the UK, and take action where it is found that a person has no right to remain in the UK. To help us comply with this change in industry regulation, we are updating our terms and conditions to allow us to terminate our agreement with you immediately if you, or an authorised signatory on your account, fails to meet a check which is required by law. We are also adding a right for us to remove a signatory from your account if they fail these checks.

23. Miscellaneous

23.1. We may change our Banking Hours, availability of banking Branches by display of notice in our Branches or in the press or by post or by posting on our Web- site.

23.2. We may block your Account to protect you and us if we suspect fraud or other suspicious transactions. In such cases, we may be required to carry out the process of establishing your identity again. Once we have sufficient proof, we will reactivate your Account.

24. Resolving your complaint

24.1. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know, so that we have the chance to put it right in a timely manner. We have a complaints procedure that we follow, a copy of which can be requested at any time by emailing us or contacting us and is also available on our Website. You can call us on +44 207 332 4250 or email us at customercare.ubi@unionbankofindiauk.co.uk or write to us at:

Complaints Manager
Union Bank of India (UK) Ltd
Senator House

85 Queen Victoria Street
London EC4V 4AB

24.2. We will then arrange for the right person to investigate your concerns. Please when writing to us provide as much information as you can in order to assist our investigations.

24.3. In the unlikely event that you remain dissatisfied with our response or we have not sent you a final response within eight weeks of the original complaint, you can apply to take your complaint to the Financial Ombudsman Service (FOS).

24.4. If you would like FOS to look into your complaint you must contact them within 6 months of the date of any final response issued by us. You can find out more about the role of FOS by contacting us and requesting a copy of our FOS leaflet, or you can write to FOS at:

The Financial Ombudsman Service South Quay Plaza
183 Marsh Wall London
E14 9SR

Telephone numbers: 0800 023 4567 or 0300 123 9123 Website: www.financial-ombudsman.org.uk

25. Regulatory Information

25.1. Union Bank of India (UK) Ltd registered at Companies House with company registration number 07653660 and registered address at Senator House, 85 Queen Victoria Street, London EC4V 4AB. We are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Our Firm Reference Number is FRN 601551 and you can check our details online on the Financial Services Register by going to www.fca.org.uk

25.2. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if we are unable to meet our financial obligations. Most depositors including most individuals and small businesses are covered by the scheme.

25.3. In respect of deposits, an eligible depositor is entitled to claim up to £75,000.

For joint Accounts each Account holder is treated as having a claim in respect of their share so, for a joint Account held by two eligible depositors, the maximum amount that could be claimed would be £75,000 each (making a total of £150,000). The £75,000.00 limit relates to the combined amount in all the eligible depositor's Accounts with us, including their share of any joint Account, and not to each separate Account.

25.4. For further information about the scheme (including the amounts covered and eligibility to claim) please ask us or, refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100.

26. Right to Contact you

26.1. You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s), your mobile telephone number and e-mail address to contact you for service or operational reasons. These include telling you about changes to the Terms, including credit interest and/or over- draft interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your e-mail address, telephone number(s) and postal address. If you would prefer that we do not contact you for service or operational reasons by e-mail, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

26.2. We may also use secure e-messages to contact you in respect of any accounts you hold that are managed solely online. Where we hold alternative postal address (es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

26.3. We may record telephone numbers (including mobile telephone numbers) from which you contact us from time to time. In limited circumstances, we may use these telephone numbers.

27. **Waiver**

27.1. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that right or remedy.