



Bank of Ceylon (UK) Ltd is a wholly owned subsidiary of the Bank of Ceylon, a company incorporated in Sri Lanka and having its head office at Bank of Ceylon, 4, Bank of Ceylon, Mawatha, Colombo – 01 Sri Lanka.

References to the words “the Bank”, “we”, or “us” means Bank of Ceylon (UK) Ltd.

References to the words “you”, “your” and “company” are used to represent all types of businesses as described below. No one else apart from you will have any rights or be able to enforce these terms and conditions.

The registration number of the Bank at Companies House is 06736473 The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 514744). The Bank’s place of business and registered address is 1 Devonshire Square, London, EC2M 4WD.

The Bank provides to its clients a wide range of banking services, including a range of savings accounts, trade finance, treasury, foreign exchange services and lending.

These terms and conditions:

- relate to an account used for business activity only;
- explain our obligations to you and yours to us;
- apply to our key products and services provided to you in the United Kingdom; and
- will apply continuously throughout your relationship with us.

These terms and conditions do not apply to any account(s) that you may hold with the Bank of Ceylon in Sri Lanka for which you will have separate terms and conditions.

You should read these terms and conditions carefully and in good time before you are bound by them. You should retain a copy of them for future reference.

Copies of these terms and conditions are available at any time on request from us.

These terms and conditions apply to business customers as defined below.

- **Sole trader** – a person operating a business in his or her own name, or under a trading name;
- **Partnership** – two or more people operating a business together;
- **Company** – a separate legal entity incorporated as a limited or unlimited company under the relevant Companies Act, or a foreign company incorporated abroad;
- **Club, society, association, personal representative, trustee, charity or other group** – a person, group or body providing a service for the benefit of others

## 1. GENERAL CONDITIONS

- 1.1 Your agreement with us is contained in:
- these terms and conditions (including, as applicable, the additional terms and conditions in conditions 19 and 20 in respect of particular products or services); and
  - in the application form or forms that you have signed.
- 1.2 The terms and conditions include information about our charges and interest rates tariff, notice periods, minimum or maximum balances and other terms and conditions which are specific to a particular account or service. We will provide you with additional terms and conditions or a key features document when you apply for a new product or service.
- 1.3 If the additional terms and conditions are inconsistent with these terms and conditions, the additional terms and conditions will apply. Similarly, if there is a provision in these terms and conditions that is specific to a particular product or service, that provision will take precedence over provisions of general application in relation to that product or service in the event of inconsistency.
- 1.4 We have tried to express these terms and conditions in language that is easy to understand, but there may be technical terms that you are not familiar with. Please let us know if you would like an explanation of the meaning of anything within these terms and conditions. You will not be charged for that explanation.
- 1.5 Our normal business hours in the UK are Monday to Friday, 9.00am to 3.00pm. The Bank is closed on Saturdays, Sundays and on bank holidays in the UK
- 1.6 A working day is any day other than Saturday, Sunday or a bank holiday in the UK.
- 1.7 These terms and conditions comply with the Payment Services Regulations 2017 ("PSRs") which apply to certain payments made in pounds, euro or another currency of the European Economic Area ("EEA") and to payments that are made to and from certain types of bank accounts within the EEA. The PSRs do not cover paper based transactions through your account, such as cheques or bankers' drafts, either paid into or debited from your account. The PSRs also do not apply to the operation of and transactions through any fixed term account.

## 2. OUR LIABILITY TO YOU AND YOUR LIABILITY TO US

- 2.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instruction (however caused), but our liability:
- will be the lower of the amount of such loss, injury or damage and the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error; and
  - is subject to this condition 2.
- 2.2 We will not be liable to you if:
- we do not act on your instructions for any reason under any of conditions 3.1 or 12.49 to 12.55;
  - the instructions you give us are incorrect,

- we cannot carry out our responsibilities under these terms and conditions as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, industrial disputes, act of god, failure of supplies or equipment, or technical breakdown;
- we cannot carry out our responsibilities under the PSRs due to our having to comply with obligations under the laws of the UK or of the European Union.

2.3 We will not be liable to you in any circumstances for:

- loss of business, loss of goodwill, loss of opportunity, loss of profit; or
- any type of special, consequential or indirect loss whatsoever; or
- loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

2.4 If you break your agreement with us, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as any fees for our services that you have not yet paid).

2.5 You will be responsible for all losses on your account if you:

- act fraudulently or
- intentionally or without reasonable care fail to comply with your security obligations under conditions 12.31 or 12.56 to 12.60.

Where you act without reasonable care in other circumstances and this causes losses on your account, you may be responsible for them. This may apply, for example, if you do not adhere to your agreement with us.

2.6 You agree to compensate us for loss if a claim is made against us, or a claim we make is defended, because of:

- something you have done (which you should not have done) or failed to do (which you were supposed to do) in connection with the products or services we provide to you; or
- you breaking your agreement with us.

This means that you are promising to pay us an amount which represents our reasonable assessment of our losses, liabilities, costs and payments (which would not have arisen otherwise) resulting directly from any claim or defence or from you breaking your agreement with us. This includes the reasonable costs incurred by us in investigating and managing the matter as well as our reasonable legal costs.

Our compensation right under this condition 2.6 will not apply if we deliberately or negligently caused the loss, liability or damage or as far as this condition 2.6 is not consistent with relevant laws or regulations.

2.7 If we receive notice of a court order or a court judgment against you, we may refuse to allow withdrawals or transfers from your account until the legal process comes to an end. Any court order or court judgment will not prevent us from using any right of set-off we may have (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other „security interest“ (a right over something which we can take if debts are not paid). You are responsible for an amount which represents a reasonable assessment of any losses, costs or expenses we have as a direct result of any dispute or legal action with yourself or someone else involving your account.

- 2.8 You will be liable for any amounts owing, including overdrafts and loans. We may recover such amounts from any other account where the holder of that account is connected to or associated with you. This may mean an account held in the name of any director or official of you.
- 2.9 Where a transaction has been debited to your account which has not been authorised by you, you must tell us as soon as you become aware of that transaction and in any event within 13 months of the debit date. Unless either condition 2.5 or condition 2.10 applies, we will refund the amount to you and restore your account to the state that it would have been in had the transaction not taken place. We may not refund you immediately if the circumstances of your request indicate that it is reasonable for us to carry out an investigation before making any refund.
- 2.10 Except where condition 2.5 applies, you will be liable for up to £50 of any payment out of your account before you told us that your account security had been breached or your cheque book or cards had been stolen, mislaid or misappropriated. After you have told us, you will not be liable for any later unauthorised payments out of your account on that occasion, unless you have acted fraudulently.
- 2.11 Where a payment out of your account is initiated by the beneficiary (such as a direct debit payment), you may be entitled to ask us to refund that payment in full if:
- the general authorisation you gave us did not specify the exact amount of the payment; and
  - the amount of the payment exceeded the amount you could reasonably have expected, taking into account your previous spending pattern, these terms and conditions and the circumstances generally (but not increases due to exchange rate fluctuations); and
  - you request that refund within 8 weeks of the payment being debited.

That refund right will not apply, however, if information on the payment was made available to you by the beneficiary or us at least 4 weeks before the payment date and if you have given us consent to make the payment out.

When requesting a refund you must give us such information as we reasonably request in order that we can investigate and check if you are entitled to a refund under this condition 2.11.

### **3. CLAIMS ON YOUR ACCOUNT**

- 3.1 If another person makes a claim for any of the funds in your account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else who owns or controls funds in the account, we may:
- put a hold on your account and refuse to pay out any funds until we are satisfied that the dispute has ended;
  - send the funds to the person who we have good reason to believe is legally entitled to them;
  - continue to rely on the current records we hold about you;
  - apply for a court order; or
  - take any other action we feel is necessary to protect us.

3.2 If we have acted reasonably, we will not be liable to you for taking any of the above steps.

#### 4. YOUR PERSONAL INFORMATION

- 4.1 Personal details that you provide to us when you open the account will be held by us in accordance with the provisions of the General Data Protection regulation 2018 (“the GDPR”). We will treat all your personal information as private and confidential (even when you are no longer a customer).
- 4.2 We will retain information about you after the closure of your account, if the banking relationship has terminated, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 4.3 We and will use your information for the following purposes to manage your account(s), provide you with statements, provide our services to you for assessment and analysis purposes (including credit and behaviour scoring and market and product analysis), to prevent and detect fraud, for anti- money laundering and other crime prevention purposes, 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 legitimate interests.
- 4.4 We may use and analyse information that we hold about you to help us design, select and offer products and services. We will use your information to inform you by letter, telephone, email and other electronic methods, about products and services which we consider may be of interest to you. We may also use your information to inform you by letter or telephone about products and services of other companies which we consider may be of interest to you. Please contact us as set out in condition 23.6 if you do not wish us to provide you with this information or if you would prefer us to contact you using a particular method.

Apart from as described in these terms and conditions, nothing about your relationship with us or your name and address will be disclosed to anyone other than in accordance with the terms set out below:

- where we (or any third party acting on our behalf) are legally compelled to do so, or
- where there is a duty to the public to disclose, or
- where our legitimate interests require disclosure, or
- where disclosure is made at your request or with your consent.

- 4.5 The personal details that we hold includes information that we obtain from you and from third parties such as employees, officers and other organisations or parties associated with you, when you apply for an account or any other product or service.
- 4.6 Where you provide personal and financial information relating to others for the purpose of opening or administering your account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with these terms and conditions.
- 4.7 You have a right to access the personal information held about you. Details of your rights can be found on the website of the Information Commissioner (ICO) at [www.ico.gov.uk](http://www.ico.gov.uk). You agree to let us know if you think that any information held about you is inaccurate, so that we may have the opportunity to correct it.
- 4.8 We may from time to time make searches about you at credit reference agencies who will supply us with credit information. We may also search the Electoral Register for the purpose of verifying your identity and address.
- 4.9 If we are asked to respond to a banker's reference, we will make sure that we have your written permission before we give it.
- 4.10 We may use your information in circumstances where we do not directly identify you, for example to produce statistics, to carry out research about fraud and our products and to test our systems.
- 4.11 You agree that we may contact you as part of administering your accounts.
- 4.12 We may share your personal information with:
- credit reference agencies;
  - persons acting as our agents who have agreed to keep your personal information strictly confidential.
- 4.13 We will not use your information for any other purpose other than as outlined in these terms and conditions.
- 4.14 Please contact us via the means in condition 23.6 if you wish to access your information. If you ask us, we will tell you what information we hold about you and will provide you with a copy in line with ICO GDPR guidance.

## 5. OPENING AN ACCOUNT

- 5.1 You can obtain an account opening pack from our office or by contacting us as described in condition 23.6. Those of your officials who would have responsibility for your assets must be at least 18 years of age.
- 5.2 We will ask for various documents that evidence the identity of the company, its owners, directors and all signatories to its accounts. Full details of the documents required may be found in: "Opening an Account and Identity Verification: Business Accounts", a copy of which can be obtained from us.
- 5.3 We will ask you to present all original documents in support of your application to open an account to an authorised signatory of the Bank at our office. Copies will then be taken and retained in our records in order for us to meet regulatory requirements.

- 5.4 All original documents will be returned to you.
- 5.5 Other documents may be requested where an account for an unincorporated business is required.
- 5.6 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any person or persons as authorised on the mandate form.
- 5.7 We will require you to place an initial deposit of £500 with us before we open your account. If the minimum initial deposit is not received within 30 days from the date of your application, we reserve the right to close your account without reference to you.
- 5.8 We reserve the right to decline your account application or refuse your money if you are unable to provide us with all of the information required under these terms and conditions or, in our absolute discretion, for any other reason. We are not obliged to tell you why we have declined your application and will not enter into any correspondence in these circumstances.
- 5.9 You can authorise another person to operate your account. If you wish to do so, we will ask you to complete a revised mandate and obtain a specimen signature of the other person. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own. We may request identity and address verification from the third party.
- 5.10 Additional terms and conditions which apply to the opening of fixed term accounts and notice accounts are set out in conditions 19 and 20 respectively.

## **6. BORROWING FROM US**

- 6.1 Overdrafts are not allowed on any business accounts without our prior agreement.
- 6.2 You are personally responsible for any money you owe us, whether this arises from your own actions or from the actions of someone authorised by you.
- 6.3 We reserve the right not to make payments from a specific account if there are insufficient cleared funds available. We may also cancel any standing orders and direct debits from your account if your account becomes overdrawn. We will advise you of this decision and you must apply in writing if you wish the payments to be re - instated once you have funds in your account. You are responsible for contacting us in advance to arrange any overdraft facility if you believe that your account is likely to be overdrawn.
- 6.4 If you do not contact us in advance before becoming overdrawn, we have the option of either refusing to honour a commitment you have entered into or establishing an unarranged temporary overdraft which would be subject to our unarranged overdraft fee and interest.
- 6.5 You should always remain within any agreed overdraft facility unless you first obtain our agreement to increase it.
- 6.6 Charges may apply for agreeing any overdraft facility, increasing any existing overdraft facility or if you overdraw the account without prior agreement. Interest will be charged at our rate for unauthorised borrowing whenever the account goes overdrawn on the amount by which the account is overdrawn and if you overdraw without arrangement. When borrowing is agreed, the interest rate and all other charges payable will be shown in a letter to you that sets out the terms and conditions of the facility.

- 6.7 Borrowing can be arranged either by overdraft, a separate loan or another method, which is suitable for the purpose. The form of borrowing and any security required will be agreed between you and us.
- 6.8 Before we lend you any money or increase your overdraft, or other borrowing, we will assess whether we feel you will be able to repay it. We will ask you for information that you need to provide before we can consider any borrowing facility, such as your income and financial statements, a business plan and cash flow, the business' existing financial commitments, how you have handled your finances in the past; any security that you have provided; and why you want to borrow the money and for how long.
- 6.9 When any loan is repaid early, "prepayment fee" may be due. When we have agreed to make a loan or overdraft available to you and you do not use it, "non-utilisation" fee may be due. If fees apply you will be advised at the time the facility is agreed.
- 6.10 Unless we have agreed other terms with you in writing, we may at any time cancel any overdraft or loan facility and demand that any money owed is repaid immediately. Any facility letter issued to you will detail the terms and conditions of the borrowing and clearly state that the overdraft is repayable on demand.
- 6.11 If any accounts you hold with us are in credit, we may use them to repay any amounts you owe us including but not limited to sums due on any other accounts you hold with us in the same name.
- 6.12 We shall be entitled to assume that you have cancelled your overdraft if you pay sufficient sums into your account to cover it, subject to express agreement to the contrary between us (including an agreement as to the term of the overdraft when it was first taken out). If you subsequently become overdrawn after the agreed term of the original overdraft, you will incur further charges as if a new overdraft were being arranged.
- 6.13 You will have to pay all costs and fees incurred or charged by us in connection with the negotiation, preparation, investigation, administration, supervision or enforcement of your borrowing. These will include expenses, fees (eg legal, security and valuation fees), stamp duty, taxes and other charges. These costs and fees will be debited to your account.
- 6.14 We reserve the right to decline a request from you to borrow.

## **7. RESPONSIBILITY FOR BORROWING**

- 7.1 If you are a sole trader you are personally responsible for any monies your business owes us.
- 7.2 As well as the account holders being jointly liable for monies to us, each partner, personal representative or trustee is individually liable for any such monies, even if he or she has subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders for all or part of such monies.
- 7.3 The directors, shareholders, officials and signatories of a corporate body are not normally liable for monies owed to us by the corporate body, unless personal guarantees have been given as part of the borrowing arrangements.

## **8. FINANCIAL DIFFICULTIES**

- 8.1 If you have difficulty in repaying us, please let us know as soon as possible. We will consider cases of financial hardship sympathetically and positively. You will usually spot problems first (eg if you fail to make an agreed repayment to us, if you regularly exceed your overdraft limit, if we are continually returning cheques unpaid that you have written or some other circumstance occurs which affects your business activities) and should let us know as soon as possible. The sooner you let us know about any financial problems that you have the easier it will be for both of us to find a solution. If we become aware of problems, we will let you know in writing. We will do all we can to help you overcome your difficulties. With your co-operation, we will develop a plan with you for dealing with your financial difficulties and will tell you, in writing, what we have agreed.
- 8.2 If you are having difficulties, you can also get help and advice from debt-counselling organisations. We will tell you where you can get free money advice. If you ask us to, we will work with debt-counselling organisations, such as Citizens Advice, money advice centres or the Consumer Credit Counselling Service. Their contact details are as follows.

Advice UK

Phone: 020 7407 4070

Website: [www.adviceuk.org.uk](http://www.adviceuk.org.uk)

Citizens Advice

Website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

You can get the phone number of your local bureau from the phone book, the local library or from the website above.

Business Link

Phone: 0845 600 9006

Website: [www.businesslink.gov.uk](http://www.businesslink.gov.uk)

Federation of Small Businesses

Website: [www.fsb.org.uk](http://www.fsb.org.uk)

Consumer Credit Counselling Service

Phone: 0800 138 1111

Website: [www.cccs.co.uk](http://www.cccs.co.uk)

Business Debtline

Phone: 0121 250 3000

Website: [www.birminghamsettlement.org.uk](http://www.birminghamsettlement.org.uk)

Payplan

Phone: 0800 917 7823

Website: [www.payplan.com](http://www.payplan.com)

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

## 9. CREDIT REFERENCE AGENCIES

- 9.1 We may use information collated by credit reference agencies to help verify your identity and address or the names and addresses of any company officials and for use in the assessment for any borrowing facility.
- 9.2 We may pass any information about you or your financial circumstances to credit reference agencies. However, we may tell them if you default on a payment to us, provided that we tell you 28 days in advance to allow you the opportunity to make a payment and prevent your information being passed in this way.
- 9.3 If you need to ascertain the information that may be held about you by credit reference agencies you should contact the customer service teams at the following organisations:

Experian Ltd	Equifax Credit File	Callcredit Plc
PO Box 9000	Advice Centre	PO Box 491
Nottingham	PO Box 1140	Leeds
NG80 7WF	Bradford	LS1 1WX
<a href="http://www.experian.co.uk">www.experian.co.uk</a>	BD1 5US	<a href="http://www.callcredit.co.uk">www.callcredit.co.uk</a>
	<a href="http://www.equifax.co.uk">www.equifax.co.uk</a>	

- 9.4 We may also ask you to give your permission to use the information held by credit reference agencies to check identity for anti-money-laundering and fraud purposes – this does not affect your credit history.
- 9.5 Information held about you by the credit reference agencies may already be linked to records relating to other individuals or business 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. This association will be taken into account in all future applications by you and shall continue until you apply to the credit reference agencies and are successful in filing a disassociation. Another person's or business' record will be "associated" with yours when:
- you advise us of a financial association with another person or business; or
  - if a credit reference agency has existing linked or associated records.

## 10. BANK CHARGES

- 10.1 We will provide you with our current tariff and charges prior to opening an account , in order that you can make an informed decision before proceeding to account opening .
- 10.2 We will provide you with our current tariff and charges prior to opening an account, in order that you can make an informed decision before proceeding to account opening. Our tariffs are also available at our office. Before you open an account, we will provide information which will help you choose the account that suits you. The information includes the terms and conditions and the interest rates.
- 10.3 After you have opened an account, we shall keep you informed about changes to this information, so that you can make decisions on how best to use your account.

- 10.4 We will levy charges for the operation of the account in accordance with our tariff of charges. We reserve the right to levy any reasonable additional charges for time taken to manage your account in addition to those stated in the tariff of charges or for providing you with more frequent information regarding the operation of your account
- 10.5 Note that these charges may change but we will always give you 60 days" notice before the new charges or new rates come into effect except that we do not need to wait before deciding to implement new rates which benefit you. You can also find out about the current tariffs by asking our staff.

## 11. INTEREST

- 11.1 Before you open an account, we will provide information which will include the terms and conditions and the interest rates
- 11.2 Current interest rates are available from our office. You can also contact us by telephone for further information.
- 11.3 You will receive interest from us, if any is receivable, and pay interest to us, at the rate applicable to your account and in accordance with the terms and conditions of the particular product that you have chosen.
- 11.4 If you ask us, we will explain to you how interest is calculated. You will not be charged for this explanation.
- 11.5 Interest on sterling accounts will be calculated on a daily basis on the cleared balance on your account, on the basis that there are 365 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 days in leap years). Interest payments on our accounts (except current accounts where no interest is paid) will be made in accordance with the terms and conditions of those accounts.
- 11.6 In the case of most foreign currencies, whilst interest will still be calculated on a daily basis on the cleared balance on your account, by convention, it is both quoted and calculated on the basis that there are 360 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 days in leap years).
- 11.7 We may change the interest rate on an account to reflect:
- a change to the Bank of England Base Rate;
  - changes in market conditions;
  - changes in the cost of providing the account and related services to you;
  - changes in the law or regulations affecting us; or
  - a decision or requirement made by a court, ombudsman, regulator or similar organisation.

Where any variable interest rate paid on an account is not tied to any base rate, we can choose not to change the rate for your account if the Bank of England Base Rate changes.

We may implement an interest rate change before telling you where that change:

- is favourable to you; or
- is to an account to which the PSRs do not apply, such as a fixed term account; or
- is for an account where the interest rate is linked to Bank of England Base Rate and that Base Rate changes.

In each of these cases, however, we will make information about the change available to you within 30 days.

In other cases, we will make information about the change available to you at least 60 days' notice before making the change.

- 11.8 When we change the interest rates on your accounts, we will inform you about the options available to you.
- 11.9 If your account is overdrawn, or you go over your overdraft limit, we may charge you interest and also a fee by debiting your account. We will tell you what the rates are, how interest will be calculated and about any changes in the rates.
- 11.10 Debit interest will be debited from your account on the last working day of each month relating to the previous calendar monthly charging period.
- 11.12 No interest is paid on current accounts.

## 12. CREDITS TO AND PAYMENTS FROM YOUR ACCOUNT

### Credits to Your Account

#### *General*

- 12.1 We will accept payments into your account by cash (but subject to the condition that we will not normally accept large amounts of cash as described in condition 12.14 below), cheques, other items that are payable to you and electronic transfers. A cheque, other item or electronic transfer will be payable to you if it is addressed as follows:
- company – to the company or its trading name;
  - public body – to the public body;
  - sole trader – to you or your trading name;
  - partnership – to any or all of the partners or your trading name.

The cut-off times for accepting payments into your account on a working day are:

- cash – up to 3 pm
- cheques – up to 3pm

- other items payable to you – up to 3pm
- electronic transfers – up to 3 pm

Any payment into your account that we receive after these cut-off times on a working day, or any payment which is received on a day which is not a working day, will be accepted into your account on the next working day.

- 12.2 If you maintain more than one account with us and you deposit funds without indicating to which account they should be credited, we will credit them to whichever of your accounts we think appropriate.
- 12.3 Note that information and documentary evidence regarding the source of any deposit made into the account may be requested from you. You are advised to provide us with documentary evidence of any deposit which has not been pre-advised to us as being in accordance with the usual activity on your account.
- 12.4 Cash paid into an account in the same currency as that account will be immediately available to you.

Payments into your account remitted from banks in the UK (such as standing orders) may be made under the BACS system. This means that the payment will usually take two working days to reach your account from the date that the funds leave the remitter's account (i.e. a payment made on Monday will usually reach your account on Wednesday). However, we shall credit those funds to your account, and any other payments (such as funds remitted from overseas and received electronically), as soon as we receive them. They will then be immediately available to you.

Conditions 12.10 to 12.12 describe when payments into your account by cheque will be available to you.

### ***Deposits by Cheque***

- 12.5 Cheques can also be sent to us through the postal system.
- 12.6 Transfers to other accounts will only be affected when any cheque paid in has cleared. Cheques paid in after 3pm will not be processed until the following working day when the timescale referred to in conditions 12.10 to 12.12. below will commence.
- 12.7 You cannot pay in a cheque or other item to your account which is not payable to you nor may we accept cheques that are more than six months old. Similarly, you cannot pay in any cheque payable to more than one person into an account in your sole name. However, we may agree to accept such cheques provided the payee(s) has signed on the back.
- 12.8 We may ask for further details before we agree to accept a cheque. In all cases, we will have recourse to you if someone else later claims that the proceeds of the cheque were theirs. If a cheque or other item is marked "Not transferable" or "Account Payee" we can only accept it for the person to whom it is payable.
- 12.9 If a cheque payable to you is returned unpaid, we will have "recourse" against you (as well as anyone who has signed or endorsed it) and we will be entitled to deduct from your account either the amount that we originally added to your account.

We also reserve the right to debit your account with any charges incurred in connection with the collection of the item, including charges and costs deducted by agents and the drawee bank if the item is unpaid. We will let you know what these charges are.

We will advise you of any cheques payable to you that have been returned unpaid. Debiting the amount of an unpaid cheque to your account may also result in your account becoming overdrawn or an increase in your existing overdraft and you could pay interest and fees for unauthorised overdrafts. Depending on the reason given for the cheque being unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

12.10 When you pay a sterling cheque, (under imaged clearing )drawn on a UK bank, into your account, a period of 2 working days after the day it has been paid in should be allowed before the proceeds can be withdrawn.

12.11 If the cheque is later returned unpaid, we will deduct the amount from your account, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You will incur charges and interest on any overdrawn amount in accordance with our tariff. Because of this, we may ask you to wait until we are sure that a cheque has been paid before you are able to draw against it. We would not normally allow you to draw against a cheque until it is been paid unless we have agreed a facility with you to that effect.

You are protected from any loss if the cheque is subsequently bounces and we cannot debit your account without your consent, unless you are knowingly a party to a fraud.

We will pay you interest (or reduce interest due to us) from the second working day after we receive a sterling cheque.

12.12 Remember that where a cheque is paid in during a period when a UK Bank Holiday falls, that day will not count as a working day and an additional day must be added to the above clearing time.

### ***Deposits by Cash***

12.13 Under no circumstances should cash be sent to us through the post.

12.14 We will not accept large deposits of cash. Furthermore, if you deposit cash you are required to complete and sign a form detailing the source of such cash and we may, in our absolute discretion, require you to provide documentary evidence thereof. We may refuse to accept a cash deposit of any amount until you can produce either a reasonable explanation of the source of the cash or produce satisfactory documentary evidence to explain the source (or both). If we do not accept a cash deposit, we do not have to explain why.

12.15 Charges for cash deposits will be levied as follows:

- Deposits of cash in US\$ or Euros will be subject to a charge of 1% of the amount of the cash deposited.

### ***Deposits in Another Currency***

- 12.16 A commission charge may be deducted from the account for payments into the account of foreign currency
- 12.17 If cash or a cheque of one currency is paid into an account held in another currency, eg a cheque drawn in US dollars into a sterling account, we will convert the amount at our standard rate of exchange on the day on which the cash or cheque is received (subject to any cut off time in condition 2.1). You can find out our standard exchange rate by calling on the number given in condition 23.6. We will deduct any appropriate charges.
- 12.18 If we agree to send a non-sterling item for collection we will add the amount to your account only when we have received the money from the bank on which it is drawn. The collection proceeds that you receive will be net of the drawee bank's charges and the amount of the proceeds will be shown on your next bank statement. The time taken to receive collection proceeds will vary depending on the paying bank or its country. The collection and negotiation of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.
- 12.19 If a non-sterling cheque payable to you is returned unpaid, instead of the deduction we are entitled to make under condition 12.9, we may elect to deduct the amount reconverted at our standard exchange rate applicable on the date we make the deduction. This means that if our standard exchange rate has changed the amount we deduct could be greater than the amount we originally added.
- 12.20 Clearance of cheques payable in non-sterling cheques payable abroad and abroad will take longer and the above timescale will not apply.

### **Withdrawals From Your Account**

#### ***General***

- 12.21 You may make transfers between any of your current and savings accounts by giving us your instructions at our premises or in writing. We will, where possible, carry out the transfer between your accounts on the same day as we receive your instructions.
- 12.22 Withdrawals of cash over £3000 will require '03 working days' notice to be provided to us.

- 12.23 We will refuse to make any payment if you do not have enough money in the account at the close of the working day before the payment is due to be made. In deciding whether you have enough money we take account of any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We are not obliged to take into consideration funds held on other accounts in your name. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.
- 12.24 We may, however, without reference to you, transfer funds from any other account held in your name(s) or any other account in which you are named as a party or which is held in the name of any official of the company in order to effect a payment, although we are not obliged to do so. This may involve a foreign exchange transaction for which we will not be responsible for any loss incurred by you as a result of exchange rate movements. Furthermore, any such foreign exchange transaction will be effected at our applicable exchange rate and we will deduct any appropriate charges. Details of the exchange rate and the charges which will apply to the transaction will be provided to you.
- 12.25 We will ask you to provide us with a written instruction which will cover all such transfers. All instructions must be signed in accordance with your current signature mandate.
- 12.26 We will make every effort to ensure that payments out of your account are processed by close of business on the working day on which your instructions are received. However, that may not be possible if:
- we receive your instructions after 2pm or on a day which is not a working day, in which case they will be treated as having been received on our next working day;
  - your instructions require us to make a payment on a particular date, at the end of a specified period (e.g. at month end) or when we receive cleared funds from you, in which case the instructions will be treated as having been received on the day on which the payment is to be made or, if that is not a working day, on the next working day; or
  - we refuse your instructions, as permitted under conditions 12.49 to 12.55, in which case we can treat those instructions as not having been received by us.
- 12.27 We will accept instructions from you in the following circumstances:
- upon receipt of written instructions from you which bear an original signature (this includes instructions received by fax, emails or letter);
- 12.28 As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. We may rely on any information quoted in an instruction as correct.
- 12.29 We do, however, reserve the right to take any additional security procedures that we believe are appropriate. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. We may rely on any information quoted in an instruction as correct.

- 12.30 We may from time to time apply financial and other limits to telephone and computer instructions and to the amount of a single payment out of your account. Wherever possible we will give you notice, but we may vary these limits at any time with immediate effect.

### ***Payments Out of Your Account by Cheque***

- 12.31 When writing a cheque, you must take all reasonable precautions to prevent anyone else from altering it or making a forgery. For example, if you are paying a cheque to a large organization such as HM Revenue & Customs, do not make the cheque payable simply to that organisation. Add further details into the payee line (for example, HM Revenue & Customs re: J Jones, your reference xxxyyz). You should draw a line through any space you do not use on the cheque so unauthorised people cannot add extra numbers or names.

If you are making a cheque payable to a bank or a building society, do not make the cheque payable simply to that organisation. Add further details in the payee line (for example, XYZ Bank, re: J Jones, account number xxxxxx). You should draw a line through any space you don't use on the cheque so unauthorised people cannot add extra numbers or names. Your cheque is likely to be returned to you if you make it payable simply to a bank or building society.

The more details about the true payee and the fewer the empty spaces on the cheque, the less likely it is that it can be tampered with and used fraudulently.

- 12.32 You should not write a future date on any cheque that you issue as it may prevent the payee from paying it into their bank account before that date. Cheques that are issued in this way and received by us for payment will be returned unpaid without reference to you. If we receive for payment one of your cheques that is more than six months old, we do not have to pay it but we may do so. We will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.
- 12.33 Cheques normally become out of date after six months and therefore you should request the payee to pay them in so that they clear in time. We may pay a cheque drawn by you even if it is not presented to us for payment within six months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.
- 12.34 We will keep original cheques or images of the cheques (if we receive by image) issued by you and paid from your account for at least six years unless we have already returned these to you. At your request we will return original cheques or a photocopy of the cheque (under image clearing) to you but only against your signed indemnity.
- 12.35 We are not obliged to tell you if any of the cheques that you have issued are returned unpaid but we may decide to do so. Any such advice will be sent to you either by letter or in another private and confidential manner.

**Electronic Payments Out of Your Account**

12.36 Where you instruct us to make a transfer out of your account other than by cheque, cash or banker's draft, you must supply to us:

- the full name and address of any beneficiary
- full details of the beneficiary's bank account (the name of the bank and the Bank Identifier Code and the IBAN);
- confirmation of the reason for the transfer;
- the currency in which the beneficiary is to be paid; and
- either the amount to be transferred from your account or the amount that the beneficiary is to be paid.

Note that we may request additional information and documentary evidence regarding the nature of any such transaction on the account. We will also quote your own name, address and account number on the payment, which is a legal requirement.

12.37 If you wish to set up a standing order to pay money from your account you must provide us with the following information:

- the full name of the beneficiary;
- the name of the beneficiary's bank, sort code and account number;
- the frequency of the payments;
- the date of the first payment: and
- the date of the final payment.

12.38 Where the information provided by you under conditions 12.36 or 12.37 is incorrect, we will make reasonable efforts to recover the funds and may charge you for the reasonable costs of recovery, including passing on to you any charges made by other banks and financial institutions who assist in tracing that payment;.

12.39 International payments will be processed using the SWIFT payments system. When you give an instruction to us to make an automated payment, the money will normally be taken from your account on the same day (subject to the cut off time in 12.26).

12.40 International payments are sent through another paying bank, either chosen by us or by a bank in the country the payment is being sent to and/or the country whose national currency is being sent.

12.41 Automated payments such as standing orders and direct debits are debited from your account at the beginning of the working day on which they are due. Deposits paid into your account on the day an automated payment is expected to be made may not necessarily be available to meet that withdrawal.

12.42 If we have to make a payment through another bank, we will give you an indication of the date on which the payment should be received by that bank, details of any commissions or charges and any exchange rate applicable. Payments made to a bank in the European Economic Area ("EEA") in Euros or sterling will reach the beneficiary's bank no later than three working days after we processed your instruction. For payments in other currencies to countries in the EEA, the payment will reach the beneficiary's bank no later than four working days after we processed your instruction.

12.43 Where you ask us to remit funds to an account outside the EEA, or another currency, you can ask us how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.

12.44 Any payments made from your account under a direct debit instruction are protected by the Direct Debit Guarantee Scheme. The guarantee states the following:

- if the amounts to be paid or the payment dates change, the organisation collecting the payment will notify you normally four weeks days in advance of your account being debited or as otherwise agreed
- if an error is made by the organisation or us, you are guaranteed a full and immediate refund from us of the amount paid
- you can cancel a Direct Debit at any time by contacting us, although you must ensure that we receive notice of your cancellation by close of business on the day preceding the day on which the payment is due. We also recommend you notify the organisation concerned.

If you wish to make a claim under the Direct Debit Guarantee Scheme you must advise us within 8 weeks from the date on which the funds were debited from your account. You cannot claim if you received advance notice of any change to the amount to be paid or the payment date or you have given consent for any revised payment to be made. Further information can be obtained from [www.directdebit.co.uk](http://www.directdebit.co.uk)

### **Stopping or Cancelling a Payment Out of Your Account**

12.45 Except where the payment is made in cash, you may instruct us to stop or cancel any payment out of your account, as long as:

- your instruction is received within the timescales in condition 12.26;
- the payment has not yet been deducted from your account;
- we have not told the person or their bank that we will pay the item; and
- your instruction complies with condition 12.48.

12.46 Once we have made the payment, you will not be able to stop or cancel a payment out of your account. Payment instructions given to us in advance, including electronic transfers, standing order and direct debit payment instructions, can only be cancelled up to the working day before the date the payment is due to be made. Please ensure therefore that we receive sufficient notice of the cancellation.

12.47 There is a charge for stopping or cancelling any payment out of your account, which is quoted in our tariff.

12.48 Any instruction to stop or cancel a payment must be accompanied by the following details:

- cheque: cheque number, account number, amount, name of payee and date;
- standing order: name of beneficiary, amount and frequency where appropriate;
- direct debit: name of beneficiary, amount and frequency where appropriate;
- other electronic transfer: name of beneficiary, account number, amount and date.

### **When We Can Delay a Payment Out of Your Account or Stop the Use of Your Account**

12.49 We may need to

- stop you using an account or

- delay carrying out instructions or
- not carry out those instructions

in order to meet our obligations under regulations to tackle money laundering, fraud, terrorist activity or other regulations (in which case we may not be able to tell you the real reason for the delay). Further checks may be necessary, which may involve contacting you, if you request us to make a transfer to a country which we consider to be high risk.

12.50 We can refuse to act upon any instruction if:

- we have a good reason for thinking that you did not give us the instruction;
- the instruction is not clear or is incomplete;
- we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;  
or
- the payment seems unusual compared with the way you normally use your account.

Where possible, we will tell you in advance or as soon as possible afterwards by telephone, fax or post if we refuse an instruction and the reasons for that refusal. We may charge you for the non-payment. Details of the charge are provided in our tariff.

12.51 As soon as possible after the reasons for stopping your use of an account, delaying or refusing your instructions have ended, we shall allow you to resume using your account and, where still relevant, carry out your instructions.

12.52 We will not be responsible to you or any other party for loss, including without limitation consequential loss, resulting from our having stopped the use of your account or delayed in carrying out your instructions as long as we have acted reasonably. You agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you or in respect of any failure by another paying bank to act on our instructions.

12.53 We reserve the right not to make a payment to any beneficiary if you have not provided us with full details as listed in conditions 12.36 or 12.37. We may charge you for the non payment.

12.54 In the event that

- a resolution is passed for your winding up; or
- a petition for a Bankruptcy Order is presented against any official of the company,

you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.

12.55 Your account and the transactions passing through it may be effected by a Court Order, such as a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.

## Security of Your Accounts

- 12.56 The care of the personal security details relating to your accounts, your cheque book and all credit or debit cards we may issue to you are essential to help prevent fraud and protect your accounts. You agree to keep the security details, cards and cheque book safe at all times and not to allow unauthorised use of them.
- 12.57 There is important information about the security of your cheque book and writing cheques inside the front cover of your cheque book. Please read those notes.
- 12.58 Cards and cheque books remain our property at all times. They must be returned on account closure or if we ask for their return because we have a reason for doing so, e.g. if you are in breach of this or any contract between us.
- 12.59 You must always take proper care of the personal security details relating to your accounts, your cheque book and your cards. You can find more information on identity fraud is [www.cifas.org.uk/identity\\_fraud.asp](http://www.cifas.org.uk/identity_fraud.asp)
- 12.60 If you lose your personal security details, cheque book or your card it is essential that you tell us as soon as you can. The best way to advise us about the loss is by phone or fax, using the numbers that we have given you. You can also advise us by email at [info@bankofceylon.co.uk](mailto:info@bankofceylon.co.uk)

## 13. STATEMENTS

- 13.1 If you hold a current account we will provide you with a monthly statement. Statements for deposit accounts are issued quarterly. Statements for other accounts are issued in accordance with the terms and conditions of those accounts. This will be sent to the last known recorded address that we hold and will contain details of all transactions through the account since the previous statement issued to you.
- 13.2 There is a charge if more frequent statements are requested.
- 13.3 Even if the account has not been used for some time, we will continue to send out statements unless previous statements have been returned. Please check carefully all transactions on the statement (s) and advise us as soon as possible of any discrepancies without undue delay but in any event no later than 13 months after the date of any discrepant transaction.
- 13.4 Your statement balance will show credits when we receive them even if they include cheques and other items which are not "cleared" and we may refuse to allow you to draw against these items. If we make an incorrect entry on your account or make a payment which has not been authorised by you, then we will correct it. We will ensure that appropriate adjustments are made to any charges and interest incurred as a result of our mistake. You must advise us without undue delay by telephone of any errors.
- 13.5 If we need to investigate a transaction on your account, you should co-operate with us and the police, if we need to involve them.
- 13.6 If you do not receive a statement on your account that you would normally expect to receive please let us know as soon as you can.

- 13.7 We will accept instructions from you not to forward any statements to you and will agree with you a collection frequency. There is a charge for this service. We will ask you to confirm your current contact address when you collect the items. Such an instruction will relate only to correspondence containing financial information.
- 13.8 If you request us to fax statements to you, we accept no responsibility if the information on the statements is viewed at the receiving address by any third party. You are responsible for ensuring the security of any sensitive information sent to you by fax.

#### 14. TELEPHONE ENQUIRIES

- 14.1 You may telephone us during our normal business hours to request information about your account. We reserve the right not to disclose any information until we are satisfied that you have been satisfactorily identified. Note that some telephone conversations may be recorded so that we can check instructions and monitor and help us improve our service standards.

#### 15. CLOSING YOUR ACCOUNTS AND TERMINATING THESE TERMS AND CONDITIONS

- 15.1 We reserve the right to close an account at any time if we, at our discretion, feel that it has not been operated in a manner satisfactory to us, or if we believe that you have contravened any of these terms and conditions or if, after requesting any information and documents to update our records in order to comply with current regulations, such information and documents have not been received within a reasonable time.

- 15.2 We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:

- you are not eligible for an account;
- we reasonably suspect that you have given us false information ~~you have given us any false information~~ at any time;
- you, or someone else, are using the account illegally or for criminal activity;
- it is inappropriate for a person authorised to give instructions on your account to operate it;
- your behaviour means that it is inappropriate for us to maintain your account;
- you have not provided us with the minimum deposit required for your account;
- you have not met our reasonable conditions and requests relating to identification and the provision of information about yourself and the activity (past, present or future) on any account or proposed account;
- by maintaining your account we might break a law, regulation, code or other duty which applies to us;
- by maintaining your account we may damage our reputation; or
- you have continually or seriously (or both) been in serious or persistent breach of these terms and conditions or any additional conditions which apply to an account.

We would normally give you 60 days' notice unless there are circumstances (such as the above) that justify closure on earlier notice. Unless we receive written instructions from you to the contrary we will remit the balance of the account (less any interest and charges that may be due to us) to the last recorded address held with us.

- 15.3 You must repay any money you owe us, including the amount of any cheques, other payment instructions you have made and any service charges due, which have not been taken out of your account. These conditions will continue to apply until the account is closed.
- 15.4 We will not close your account, or threaten to do so, merely as a result of a complaint received from you

- 15.5 When an account is closed it is your responsibility to cancel any direct payments to or from that account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.
- 15.6 If you owe us money on any account when or after we close it, and you hold another account with us that has money in it, we may use the money from that account to pay us all or part of the amount you owe us on the account that we have closed. If we do this, we will tell you about it.
- 15.7 We will accept an instruction in accordance with the signature mandate to close your account, although we reserve the right to obtain more than one signature, even if the signature mandate requires only one, before we act on any instructions for the disposal of the funds from the account.
- 15.8 If you wish to move your account to another financial institution, we will give them information on any standing orders and direct debits within 3 working days of receiving their request to do so. We will also close or move your account, free of charge (except for any interest that may be payable by you), when you ask us to do so.
- 15.9 If you are not happy about your choice of account, you may cancel it within 14 days from the date you entered into the contract or the day on which you first receive a copy of these terms and conditions, whichever is the later. We will help you switch to another account or give you all your money back with any interest it has earned. We will ignore any notice period and any extra charges. This cancellation right does not apply to a fixed rate account and any interest due on any overdraft will be payable by you. If you wish to exercise this option then please write to us at the address in condition 23.6. Should you not wish to exercise this option, you will be bound by these terms and conditions after the expiration of those 14 days. To exercise your option to cancel you must send written notification to us at our London address before the cancellation period expires. We will return any funds due to you, less any amount owed to us, within 30 days from the day on which we receive your notification of cancellation.
- If no funds are due to be returned to you but you owe us money, you agree to pay us any sums due within 30 days from the day on which we receive your notification of cancellation.
- Note that before any funds are returned to you, all identification requirements as described in our document Opening an Account and Identity Verification: Business Accounts' may still need to be satisfied. Any funds returned will be returned either to the account from which they were sent or to an account held in your name. No funds will be returned to a third party.
- 15.10 If you no longer have accounts with us and wish to terminate this agreement, please tell us by giving us 30 days' notice in writing to us and returning any unused cheques to us. We reserve the right not to dispose of the funds in accordance with your instructions until we have received all unused cheques from you.
- 15.11 We may terminate our agreement with you by giving you 60 days' notice in writing.
- 15.12 If either you or we terminate our agreement within its first year, we may charge you for our actual costs in terminating our agreement with you.

## 16. DORMANT ACCOUNTS

- 16.1 We consider that an account ( both Savings and Current ) is dormant if no activity (other than interest and charges) has taken place on it for a continuous period of 12 months for current accounts and 24 months for any of our savings accounts.
- 16.2 When an account becomes dormant we automatically restrict access to your account and your account will be designated as dormant. The funds will always be your property, or if you die, the funds will form part of your estate. This is the case no matter how many years pass. If you wish you can apply to re-activate the account. We may request identification procedures and appropriate formwork to be completed in accordance with condition 5 of these terms and conditions. Such an application will be considered at our discretion.
- 16.3 A service charge will be levied on the anniversary from when the account became dormant and half yearly thereafter. Details of the charge are in our charges tariff.
- 16.4 For further information please visit [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk) to submit an electronic account tracing form online. This is an official site set up by UK Finance, the Building Societies Association (BSA) and National Savings and Investments (NS&I) to reunite you with accounts which may have been lost from multiple banks and building societies.
- Download a copy from the above link and send it directly to us at: Bank of Ceylon (UK) Ltd, 1 Devonshire, London, EC2M 4WD, If you do contact us by phone or visit our branch, please have to hand any old statements or other information related to the account you are trying to find. You will also need to bring along some identification, like a passport or driving license.
- Once we have found your accounts we shall write to you about the next steps of reuniting you with your money. You should hear from us within 90 days.

## 17. THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

- 17.1 Your eligible deposits are covered by the Financial Services Compensation Scheme (FSCS), the UK's deposit protection scheme. For further information about the compensation provided by the FSCS, refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) The FSCS can pay compensation to eligible depositors if we are unable to meet our financial obligations. Please view [how FSCS protects your money](#) for further information or visit [www.fscs.org.uk](http://www.fscs.org.uk)
- 17.2 In respect of deposits with us payments under the Scheme are limited to a maximum payment of the higher of £85,000 or €85,000. Most depositors, including individuals and small firms, are covered and deposits denominated in all currencies are treated alike.

## 18. COMPLAINTS

- 18.1 Our aim is to offer great products and excellent service, but we know sometimes things can go wrong. If you have any reason at all to complain If we do not deliver the standard of service you expect, or if you think that we have made a mistake, please let us know. We have our own internal procedures to deal with any complaints. We will provide you with a copy when you open your account and they are also available on our website. Please allow us the first opportunity to answer your concerns and put matters right. If you wish to make a complaint about any aspect of our service, please write to the Chief Executive Officer Customer Services Manager, Bank of Ceylon (UK) Ltd, 1 Devonshire Square, London, EC2M 4WD. You may, of course, complain in person, by fax, telephone
- Authorised and regulated by the Financial Services Authority

or email.

- 18.2 If we don't manage to resolve the complaint within five working days we will write to give you an update and let you know when you can expect a full response.

We'll also let you know the name and contact details of the person or specialised team dealing with your case.

Once all the details of the complaint have been investigated, (we may call you for further details) we will issue a 'final response' to your complaint.

The Financial Conduct Authority (FCA) gives us a maximum number of days to issue a final response: If your complaint relates to payment services or e-money (e.g. Direct Debit) we aim to issue a final response within 15 business days after receiving your complaint. Should something outside of our control cause a delay, the FCA gives us a maximum of 35 business days.

For all other types of complaint, the Financial Conduct Authority (FCA) gives us eight weeks to issue a final response but we will aim to get your complaint resolved well before this deadline.

- 18.3 In addition, the Bank is a member of the Financial Ombudsman Service ("FOS") scheme. If we are not able to resolve a complaint and you are an eligible complainant (normally only small businesses with an annual turnover of up to €2,000,000 and fewer than ten employees) as described by the scheme, you may be entitled to refer it to the FOS. The FOS provides an out-of-court redress mechanism. Further details of the FOS scheme can be obtained from us or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

- 18.4 How to contact the Ombudsman :

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Free phone: 0800 023 4567  
Low-cost phone: 0300 123 9123  
Email : [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**19. ADDITIONAL TERMS AND CONDITIONS FOR FIXED TERM ACCOUNTS**

- 19.1 In order to open any of the fixed term accounts that we offer you will need to place a minimum deposit with us, which will be advised to you at the time that you wish to make the deposit,. Fixed terms are available for 3, 6 and 12 months only.
- 19.2 From time to time we may need to impose a limit that we will accept on any one term and acceptance above any limit is subject to our discretion.
- 19.3 We will not be able to open your fixed term account until any cheques used for the deposit have cleared. For cheques drawn on UK banks you must allow 4 working days before the cheque has cleared and before we can fix your deposit. In other words, a cheque deposited with us on Monday cannot be used as your deposit until Friday. The interest rate applicable to the fixed term account will be that available at the time the fixed term account is opened and the proceeds of the cheque have been received by us.
- 19.4 If you wish to use cash or a cheque of one currency as a deposit for a fixed term account denominated in another currency, e.g.: a cheque drawn in US dollars into a sterling fixed term account, we will convert the amount at our applicable rate of exchange. We will deduct any appropriate charges.
- 19.5 You will not be able add further funds to your initial deposit once the term and interest rate have been fixed.
- 19.6 However further deposits can be used to open additional fixed term accounts which can mature on the same date as other deposits that you may have with us. The rate applicable to the new deposit will be that available on the day that the new deposit is made.
- 19.7 Details of interest rates are available from us and you will be advised of the applicable rate before you open your account.
- 19.8 If we agree to send a foreign cheque for collection we will open your fixed term account only when we have received the money from the bank on which it is drawn. The interest rate applicable to the fixed term account will be that available at the time the fixed term account is opened and the proceeds of the collection have been received by us.
- 19.9 Interest will be paid on the maturity date of your deposit.
- 19.10 Before your deposit comes to an end (matures), we need to know what you want to do when it does mature. You can:
- give us renewal instructions when you make your initial deposit;
  - contact us by phone or in writing with your instructions no later than 3pm (London time) on the working day before your deposit is due to mature; or
  - set up an automatic rollover so that, until you tell us otherwise, we will renew your deposit for the same term at the interest rate that applies each time it matures.

If you have not given us any instructions or have not given us complete instructions, we will renew your deposit together with the interest applied for a term equivalent to the original term of the maturing deposit at the prevailing interest rate at the time of maturity.

Should we receive your instructions after the maturity date of your deposit and we have renewed the deposit as above and you chose to break the deposit, we reserve the right to charge a breakage fee in accordance with our charges tariff and you will be liable to breakage costs.

It is your responsibility to advise us in good time of your instructions upon maturity of the deposit.

- 19.11 You should not make fixed deposits if you need some or all of your money before the end of the fixed term. We do not normally allow you to withdraw part of the money during the term of the deposit. However, in exceptional circumstances and solely at our discretion, we may permit you to withdraw part or all of your deposit before the end of the fixed term. You shall be liable to pay a fee in accordance with our tariff. You will be notified of the amount of the fee before you confirm that you wish to make the withdrawal.

If you withdraw funds early then interest may not be paid at the contractual rate and will be paid at our stated call deposit account rate only. Interest paid at the contracted fixed rate under these circumstances is entirely at our discretion.

- 19.12 No cheque book or statement will be issued on your fixed term account.

- 19.13 There is no 14 day cooling off period for fixed term accounts.

- 19.14 Where the maturity of your deposit falls on a day which is not a working day, the actual maturity date will be the next working day.

## **20. ADDITIONAL TERMS AND CONDITIONS FOR NOTICE ACCOUNTS**

- 20.1 A minimum balance of £1000 is required to open a Notice Account. A minimum balance of £1000 must be maintained to receive any interest. Minimum balances in other currencies are required to receive interest. Details are available from us.

- 20.2 We will pay interest on your notice account quarterly on the last working day of the month (or the next working day if the last working day is not a working day) of March, June, September and December

- 20.3 We will provide you with a quarterly statement.

- 20.4 You may close your Notice Account at any time. If there is a notice period on your Notice Account and the full notice is not given, then the full withdrawal fee will be applied as in condition 20.5.

- 20.5 You must give us 7 days' notice before withdrawing any money from a Notice Account. Withdrawals without giving the required notice period may be permitted, at our discretion, but will incur a withdrawal fee. The withdrawal fee is calculated on the amount of the withdrawal, at the gross rate of interest applicable to the account on the day of withdrawal and for a period equal to the number of days' notice required.

- 20.6 Where any withdrawal fee exceeds the accrued interest on the Notice Account, we reserve the right to take any difference from the balance held on the Notice Account or from any other Account.

## 21. OTHER GENERAL TERMS

- 21.1 The agreement between you and us is in English and is governed by the laws of England and Wales. The courts of England and Wales may deal with any claim, dispute or difference arising from this agreement. However, if you live in Scotland or Northern Ireland, the courts of Scotland or Northern Ireland may deal with them.
- 21.2 We will write to you only in English and all written information we supply to you will be in English, but we may communicate with you face to face and over the telephone in Tamil or Sinhalese.
- 21.3 If we choose not to exercise rights against you immediately we can still do so later.
- 21.4 We reserve the right not to transact business with you outside our normal business hours as quoted above.
- 21.5 We may remove, suspend or reduce any of the services we make available to you without giving you notice if we consider there is a security or fraud risk.
- 21.6 We may record or monitor telephone calls and monitor electronic communications (including e-mails) between us so that we can check instructions and make sure that we are meeting our service standards.
- 21.7 You will be liable for the payment of any other taxes or costs that may exist that are not paid or imposed by us.
- 21.8 You may request a copy of these terms and conditions, and of any information to which you are entitled under the PSRs, at any time while you hold an account with us.

## 22. CHANGES TO TERMS AND CONDITIONS

- 22.1 We may, at our discretion, change these terms and conditions (including our charges and interest rates) and introduce changes to and charges for our services at any time. We will only make changes when we believe that it is necessary or appropriate to do so to:
- meet legal, financial or regulatory requirements or to set out our duties and responsibilities under them;
  - reflect a change in market conditions or the overall cost of providing our products or services to our customers;
  - reflect a change in technology or to cover a change in our products or services, or in the facilities we provide;
  - reflect a change to the interest or exchange rates we apply;
  - improve the clarity of any of the terms and conditions of this agreement; or
  - reflect industry guidance and codes of practice which are there to raise consumer protection.
- 22.2 Except where condition 22.3 applies, we will provide you with 60 days' notice before we make any such changes to these terms and conditions. At any time during the 60 day period from the date of the notification of the changes, you may switch or close your account with us without having to pay any extra charges or interest for doing this. However, should we not hear from you within the 60 day period, you will be deemed to have accepted the changes.

22.3 We do not need to provide you with 60 days' notice of any changes to these terms and conditions where the change:

- relates solely to a fixed term account or junior savings account or another account to which the PSRs do not apply; or
- is to any interest or exchange rate we apply and that change benefits you; or
- is to any interest or exchange rate we apply where that rate is based on a reference interest or exchange rate (such as Bank of England Base Rate).

### 23. CONTACTING EACH OTHER

23.1 We may contact you by post or telephone or email using the latest address, telephone number or email address you have given us.

23.2 You are responsible for advising us as soon as possible of any changes to your name, telephone number, usual residential address (and appropriate updated residential address verification) and email address and ensuring that all information held about you is up to date. You must do this by writing to us-

23.3 If you do not inform us promptly of a change to your details, the security of your information could be put at risk as we will continue to send information to you at the last known residential address we have for you.

23.4 If you do not tell us about a change of address and, as a result, post is returned to us, we may restrict access to your account until we receive satisfactory proof of your new address.

23.5 You should also advise us of any change in any circumstances that may affect the nature, frequency or size of transactions on your account.

23.6 You can contact us as follows:

#### **London**

Bank of Ceylon (UK) Ltd,

1 Devonshire Square,

London, EC2M 4WD

Tel: 0207 377 1888

Fax: 0207 377 5430

Email address: [info@bankofceylon.co.uk](mailto:info@bankofceylon.co.uk)

Website: [www.bankofceylon.co.uk](http://www.bankofceylon.co.uk)

We do not have a general helpline number but please contact us on 0207 377 1888 and our staff will be pleased to assist you with your enquiry.