

# standard terms & conditions

Bank Leumi (UK) plc



together we go further

[www.bankleumi.co.uk](http://www.bankleumi.co.uk)

# Standard Terms and Conditions

## 1. INTRODUCTION

1.1 These Terms and Conditions:

- Explain our obligations to you and your obligations to us
- Apply to all the accounts you hold with us and the services we provide in connection with your accounts

1.2 These Terms and Conditions must be read in conjunction with any additional conditions relating to a particular service or facility provided to you by us. If these terms and conditions are inconsistent with such additional conditions, the latter will prevail.

1.3 These Terms and Conditions apply in addition to the terms of your mandate to us and the usual rules which govern relationships between banks and their customers, and the operation of bank accounts.

1.4 In these Terms and Conditions:

- “You” or “your” mean any customer operating an account with us and include (where appropriate) any person you authorise to give instructions on your accounts
- “We”, “us”, and “our” mean Bank Leumi (UK) plc
- A “business day” is a day on which we are open for general business in London (not being a Saturday, Sunday or a Jewish High Holy Day)
- “Jewish High Holy Day” means Jewish New Year (Rosh Hashanah) and the Day of Atonement (Yom Kippur).

1.5 We may vary our Terms & Conditions from time to time. We will write to you at least two months prior to any change(s) to our Terms & Conditions coming into force (except in relation to changes in interest rates).

1.6 We may discuss with you your borrowing needs in relation to underlying transactions and requirements but such discussions are

strictly on the basis that we do not give advice on the underlying transactions or on the suitability of any facilities that we provide. You should obtain independent advice on any underlying transactions for which we provide finance and on the suitability for your needs of the facilities provided.

1.7 We shall not be liable for any loss or damage arising from failure of electronic equipment, data processing system or transmission link due to an act of god, act of war, revolution, industrial action, intervention of a public authority or any other event which is beyond our control which may interrupt, disorganise or disturb any of our services or those of our agents.

## 2. OPENING YOUR ACCOUNT

Before an account can be opened, you will need to complete the relevant account opening form(s) and mandates, and provide us with the identification and proof of address documents specified on the form(s) and any other documents as we may require from time to time.

## 3. YOUR AUTHORITY

3.1 Subject to the provisions of this clause, we will act in accordance with the authority contained in the mandate for your account unless it is cancelled by you, or treated as cancelled by operation of governing law.

3.2 We reserve the right not to carry out any instruction which we consider to be incomplete or unclear or which appears to us to conflict with another instruction or to be contrary to the governing law. Where appropriate, we will attempt to make contact to seek clarification of the instruction. We shall not be liable for any loss or damage which you may incur as a result of our seeking clarification or our decision not to carry out instructions where clarification cannot be obtained to our satisfaction.

3.3 If you have a joint account with us, and

any one of the joint account holders informs us of a dispute between them, we may treat this as a request to cancel the mandate and may refuse to carry out further instructions without the express authority of all joint account holders. We will notify you if this is the case.

- 3.4 In the event of the death of any joint account holder, the remaining account holder(s) will have authority to instruct us to pay to them any credit balance, subject to the terms of the mandate and to any rights which we or any third party may have.
- 3.5 If correspondence addressed to you is returned to us unopened or if your account is dormant for a period of 12 months we may require you to fulfil our account opening formalities for a new account before acting on your instructions.

#### **4. COMMUNICATION**

- 4.1 We may contact you by post, telephone and/or computer (which in this agreement includes e-mail and any form of electronic message made by any type of electronic device) using the latest address, telephone number or e-mail address you have given us. It is your responsibility to ensure that we have your current contact details. By law, we are required to continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change to your details, the security of your information could be put at risk. If correspondence addressed to you is returned to us we will be entitled to hold that and all subsequent correspondence addressed to you and you will be responsible for any resulting loss and damage.
- 4.2 Instructions should be given to us in writing signed in accordance with the relevant mandate. If you want us to accept instructions by telephone, fax or e-mail (or other electronic means) you should notify us in advance and we will arrange for you to sign our standard authorisation and indemnity form for telephone, fax and e-mail instructions (authorisation). If you regularly give us instructions by telephone, fax or e-mail you will be deemed to have signed a copy of our authorisation (copies

are available at our offices). It is your responsibility to ensure that any instructions given to us by telephone, fax or e-mail are only given by people authorised to do so. You irrevocably undertake to indemnify us and to keep us indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us and which arise out of, or in connection with, the instructions.

- 4.3 We can refuse to carry out any instruction if:
- we have a good reason for thinking that you did not give us the instruction; or
  - the instruction is not clear; or
  - we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
  - we reasonably believe that carrying out the instruction may damage our reputation.
- 4.4 If we refuse to carry out an instruction we will notify you, unless it is unlawful for us to do so, either in writing or by phone at the earliest opportunity but no later than one business day following receipt of your instruction.
- 4.5 We may require written confirmation and/or additional verification where the value of an individual transaction is in our opinion high or unusual for your account. If written confirmation is needed, we will let you know when you instruct us to carry out the transaction.
- 4.6 We may record or monitor telephone conversations and monitor electronic communications (including e-mails) to make sure that we carry out your instructions accurately and to help us maintain quality of service and for security purposes.
- 4.7 If you contact us by e-mail, you should not assume that it has reached us unless we send you an e-mail acknowledging receipt.
- 4.8 Our terms and conditions are written in English and any written communication with you will be in English. You must also communicate with us in English unless we agree otherwise.

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

5.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (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.

5.2 We will not be liable to you if:

- we do not act on your instructions for any reason under condition 4.3; or
- the instructions you give us are incorrect; or
- we cannot carry out our responsibilities under these conditions as a result of anything beyond our reasonable control. This includes, amongst other things, any machine or electronic device failing to work and industrial disputes.

5.3 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.

5.4 If you discover that someone has used, or attempted to use, your account fraudulently, you should notify us immediately. Notification can be provided to us by phone or fax – we will be liable for any losses incurred subsequent to you notifying us.

5.5 If you break any of the conditions of this agreement, 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 the amount outstanding on any facility we have made available to you, or any fees for our services that you have not yet paid).

## 6. CHARGES

6.1 When we open your account, we will provide you with a copy of our Charges booklet which details the charges payable by you for the use of our services. You can also request a copy of the booklet from your Relationship Manager at any time, or alternatively, a copy can be found on our website: [www.bankleumi.co.uk](http://www.bankleumi.co.uk)

6.2 We may vary our charges from time to time. We will notify you in writing at least two months prior to us increasing our charges or introducing a new charge.

6.3 Unless we indicate otherwise in writing, any fees quoted for the provision of a facility or service will be exclusive of all legal, valuation and other expenses which we may incur in connection with the provision of that facility (including any associated security) or service. We shall be entitled to deduct from your account our standard fee or commission for any facilities or services that we provide.

6.4 Any costs, losses, charges, expenses, internal management costs, and any professional fees reasonably incurred by us in relation to any facility or service which we provide to you (including any related security or guarantee), or which we may incur as a result of you not complying with the terms of any facility or service, are payable by you on demand. All remuneration payable to us by you must be paid in full, free of all deductions and withholdings.

## 7. INTEREST RATES AND FOREIGN CURRENCY EXCHANGE RATES

7.1 You will receive interest at the rate applicable to your account, if appropriate. Our current interest rates are available by contacting your relationship manager or by visiting our website: [www.bankleumi.co.uk](http://www.bankleumi.co.uk).

7.2 We may vary our interest rates at any time for a valid reason, including the following non-exhaustive list of reasons:

- following, or in anticipation of, a change in relevant law, regulation, code of practice or guidance or general banking practice;
- to reflect the making of a relevant recommendation, requirement, or decision of any court, ombudsman, regulator or similar body;
- to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any other institution that takes over responsibility for setting such a rate;
- to reflect any change in the applicable base rate, or any rate that replaces it, as set by any other interest rate decision-making body or similar body outside of the UK;
- to reflect any change or anticipated change in relevant interest rates charged or paid by other major banks or financial institutions in the UK or similar products;
- to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities;
- to reflect our internal policies on competitiveness, market share and/or profitability of our business as a whole, or, in respect of a particular product or service;
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend;
- to reflect any reorganisation of our business as a result of our acquiring another bank or organisation;
- to reflect any event beyond our control.

7.3 Interest is calculated on a daily basis,

unless we have told you otherwise. For fixed term deposits, the interest rate will be fixed at the beginning of the deposit term and interest will be paid at the end of the deposit term.

7.4 The following conditions apply in respect of fixed term deposits:

- When the term of your deposit ends, applicable interest will be credited to your account and the balance will be automatically rolled over into another fixed-term deposit. If you do not want us to automatically rollover your deposit, you should inform us prior to the end of the term of your deposit.
- If you wish to make an early withdrawal from a fixed term deposit, this will be at our discretion. Where we allow you to make an early withdrawal, no interest will be payable on your deposit throughout the period of the fixed term and you may incur an administration charge. Please refer to the Charges booklet

7.5 We will pay any interest to you after the deduction of tax at the lower rate of UK income tax. If you are a higher rate tax payer you may have to pay additional income tax on your interest.

7.6 If you are ordinarily resident in the UK and are eligible to receive interest gross (without the deduction of tax), you should complete, sign, and return a form R85 to us. Any interest paid before we are able to process an R85 will be paid after the deduction of tax at the applicable rate.

7.7 If you are ordinarily resident outside of the UK and are eligible to receive interest gross, you should complete, sign, and return a form R105 to us. Any interest paid before we are able to process an R105 will be paid after the deduction of tax at the applicable rate.

7.8 For joint accounts, if all parties are not eligible to receive interest gross, we will pay interest on a net basis.

7.9 Interest on authorised borrowing will be charged and payable at the rate and intervals set out in the relevant facility letter. Interest will be calculated, compounded and charged (after as well as

before any judgment) at our Base Rate (as varied from time to time) plus 5% or, if interest on any relevant agreed facility is calculated by reference to LIBOR, at three month LIBOR (as varied from time to time) plus 5% on:

- any borrowing not agreed in advance; or
- any borrowing which exceeds the limit set out in any relevant facility document; or
- any facility or part facility in respect of which no basis has been specified for the calculation of interest.

7.10 In respect of any borrowing not agreed in advance or any borrowing which exceeds the limit set out in any facility document, we will charge you a fee. Please refer to the Charges Booklet for details.

7.11 Our Base Rate (and LIBOR as appropriate) is displayed at our offices together with any notice of increase or decrease in our Base Rate. You can also find our Base Rate displayed on our website [www.bankleumi.co.uk](http://www.bankleumi.co.uk). Where we are required to do so, we will notify you in writing of such changes.

7.12 Where we publish exchange rates on our website: [www.bankleumi.co.uk](http://www.bankleumi.co.uk) these are for indicative purposes only. If you would like details of the current exchange rates we offer, you should contact your Relationship Manager.

## 8. YOUR ACCOUNT BALANCE

There are two types of account balance. These are:

- The cleared balance – the actual amount we owe you, or you owe us, each day on your account. This includes cheques, once they have been paid by the bank on which they are drawn or once we have decided to treat them as cleared, and other payments once we have received cleared funds. Interest (where applicable) is calculated on the cleared balance.
- The ledger balance – the amount (including payments which may not

have cleared) which we record on your statement, or tell you if at any time you ask for your account balance.

## 9. CUT-OFF TIMES

9.1 Where we receive an instruction from you to make a payment from your account or where you wish to make a credit to your account, we will normally process the transaction the same day provided that it is received before 3pm (London time).

9.2 Instructions received after 3pm (London time) will normally be processed on the next business day, subject to the following exceptions:

- instructions to make a transfer to another account you hold with us will normally be processed the same day provided that they are received before 4pm (London time);
- instructions to make a payment in a currency other than Euro, Pound Sterling, or US Dollars will normally be processed within two business days provided that they are received before 4pm (London time).

9.3 Where instructions are received on a non-business day, these will normally be processed on the next business day.

9.4 Where you instruct us to make a payment to a person with an account at a bank in the EEA, and the payment is in Euro, the payment will reach the other bank no later than the next business day after we have received the instruction.

9.5 If we accept your instructions to make a payment on a future date, we will make the payment on that date. If the payment falls due on a non-business day, we will make the payment on the next business day.

## 10. PAYMENTS INTO YOUR ACCOUNT

### Cheques

10.1 When you pay a cheque into your account it has to be sent to the paying bank (the bank holding the account from which the cheque is drawn) for payment – this process is known as the cheque clearing cycle. The clearing cycle for cheques

reflects the time it takes to send the cheque to the paying bank, for that bank to decide whether it can pay the cheque and to tell us if they decide not to pay it.

#### 10.2 Sterling Cheques issued by a UK Bank

When you pay a sterling cheque into your account, the proceeds of the cheque will normally be available two business days after the cheque was paid in, e.g. the proceeds of a cheque paid into your account on Monday will normally be available for withdrawal on Wednesday.

#### 10.3 Foreign Cheques

By 'foreign cheques' we mean cheques drawn in a foreign currency or cheques in pounds sterling drawn from an account at an overseas bank (other than in the Isle of Man, Gibraltar or the Channel Islands). If you pay a foreign cheque into your account, we will decide whether to 'collect' it or 'negotiate' it:

- A cheque drawn in Canadian Dollars, Euro, or US Dollars will be sent for negotiation, unless you request otherwise. The proceeds of the cheque will normally be available five business days after the cheque was paid in, e.g. the proceeds of a Euro cheque paid into your account on Monday will normally be available for withdrawal the following Monday.
- All other foreign cheques (including cheques drawn in Pound Sterling on an overseas bank) will be sent for collection. The proceeds of the cheque will be available upon receipt of the funds from the drawer's bank.

10.4 If you pay a cheque into your account and it is subsequently returned unpaid, we may debit your account for the amount of the cheque in addition to any charges we incur. This may happen even if such action will cause your account to become overdrawn and/or where we have allowed you to make a payment or to withdraw cash against that item. You may incur charges and interest on any overdrawn amount.

10.5 You must indemnify us against all liabilities, claims, losses, costs and expenses (including exchange fluctuations and agents' charges where applicable) which

may be imposed upon, asserted against or incurred by us in any way relating to or arising out of the negotiation and/or collection of cheques on your behalf.

### Cash

10.6 When you pay cash into your account using our offices, the cash will clear and appear in the balance of your account immediately.

10.7 When you pay cash into your account using other banks, the cash will clear and appear in the balance of your account upon us receiving the funds – this is normally within two business days.

### Standing Orders and Electronic Payments

10.8 Standing orders and electronic payments will be credited to your account on the same business day that we receive the funds.

10.9 If a standing order which has been credited to your account is returned unpaid, or an electronic payment is fraudulently or mistakenly paid into your account, we may subsequently deduct the relevant amount from your account. This may happen even if such action will cause your account to become overdrawn and/or where we have allowed you to make a payment or to withdraw cash against that item. You may incur charges and interest on any overdrawn amount.

10.10 We shall be entitled to credit payments to your account net of any cost, expense, tax or levy which we may be required to pay in connection with the funds credited.

## 11. PAYMENTS FROM YOUR ACCOUNT

### Cheques

11.1 When you issue a cheque on your account, the amount will normally be deducted from your account two business days after the payee pays it into their account.

11.2 When writing a cheque:

- you must take all reasonable precautions to prevent anyone else from altering it or making a forgery
- clearly write the name of the person

you are paying the cheque to and also put any other relevant information about them on the front of the cheque. For example, AAA Bank, account A Cohen.

- you should not write a future date on it as it may prevent the payee from paying it into their account before that date.

- 11.3 If we receive for payment one of your cheques which is dated more than six months prior, we shall not be obliged to pay it, but may do so.
- 11.4 You must keep your chequebook in a safe place. Immediately upon receipt of a chequebook from us, you should check it and notify us immediately if you discover that any cheques are missing – this is to assist us in the prevention of fraud.
- 11.5 If your cheque book or any cheque drawn on your account is lost or stolen, or if you know or believe that someone has signed or altered a cheque without your permission, you must notify us immediately.
- 11.6 Your chequebook remains our property at all times and must be returned to us should we ask you to do so, or if the account is closed.

## Direct Debits

- 11.7 A 'Direct Debit' is an authority from you allowing an organisation to collect varying sums of money from your account on a regular basis. Direct Debit payments are covered by the Direct Debit Guarantee Scheme. The organisation collecting the payment will normally tell you at least ten business days before changing your regular payment date or the amount that they will collect from your account, unless you agree otherwise.
- 11.8 We will allow Direct Debit payments to be collected from your account on the date specified in your Direct Debit instruction. If the payment falls on a non-business day, we will make payment on the next business day.
- 11.9 If you believe that a Direct Debit payment has been incorrectly taken from your account, you should inform us immediately.

You should also contact the relevant organisation to let them know what you have done. Under the Direct Debit Guarantee Scheme, if an error is made in the payment of your direct debit by us, you will be entitled to a full refund. If you receive a refund you are not entitled to, you must pay it back when we ask you to.

- 11.10 If you wish to cancel a Direct Debit, you must inform us at least one business day before the next payment will be taken. You are responsible for telling the organisation collecting payments that you have cancelled your Direct Debit instruction.

## Standing Orders

- 11.11 A 'standing order' is an authority from you to deduct regular payments of a fixed amount from your account. Standing order payments will normally reach the beneficiary's account by the next business day.
- 11.12 If you wish to set up a standing order on your account, you must provide us with the sort code and account number of the destination account. This must be in writing.
- 11.13 If you wish to cancel a standing order, you must inform us at least one business day before the next payment is due to be deducted from your account. This must be in writing.

## Electronic Funds Transfers

- 11.14 You can instruct us to make payments from your account either to another account you hold with us or to a third party account by Electronic Funds Transfer.
- 11.15 Electronic funds transfers to UK bank accounts can be sent either by CHAPS or by BACS:
- Where you instruct us to transfer funds by CHAPS, the funds will normally be credited to the beneficiary account by the next business day at the latest.
  - Where you instruct us to transfer funds by BACS, we can only transfer funds for future dated payments. The funds will take at least three business

days to reach the beneficiary's account.

- 11.16 If you wish to make a payment to another account in the UK, you must provide us with the sort code and account number of the beneficiary account.
- 11.17 For payments to an account outside of the UK, you must provide us with:
- the correct details of the receiving bank, including the bank's SWIFT Bank Identifier Code (BIC), sorting code or national bank code; and
  - the beneficiary's bank account number, or International Bank Account Number (IBAN) if paying Euro to a bank in the EU/EEA; and
  - the name and address of the beneficiary to whom the payment is made; and
  - your own account number, name and address (this is a legal requirement and these details will be passed to the beneficiary's banker; and
  - the beneficiary's reference, if applicable.

We will not be responsible for any loss or delay caused by you failing to provide us with all of the above details, or providing incorrect details.

- 11.18 You may not revoke an instruction to make an electronic funds transfer after it has been received by us, unless the instruction is post-dated. If you wish to cancel a post-dated instruction, you must inform us in writing at least one business day prior to the date of the intended payment.
- 11.19 If we impose a charge for making an electronic funds transfer, this will be debited separately from your account.

## 12. STATEMENTS

- 12.1 We will send you a statement of account at the frequency agreed at the account opening stage unless you have advised us in writing that you do not wish to receive such statements. If you would like to change your statement frequency, please contact your Relationship Manager. If you are a leumi online user, statements will be

provided to you electronically.

- 12.2 If you do not receive account statements at the agreed frequency, please notify us immediately.
- 12.3 Statements will include transaction information. You can request the following information on each transaction carried out by an automated payment (standing orders, direct debits, and all other electronic payments):
- details of the transaction into and out of your account including a reference to enable you to identify the transaction;
  - the amount of the transaction;
  - where applicable, any charges applied to your account in relation to the transaction;
  - where applicable, any exchange rates used by us in relation to the transaction; and
  - the date of receipt of the transaction into your account.

- 12.4 You must check your statements within a reasonable time of receiving them. If you become aware, or suspect, that any transaction was posted to your account in error or was not authorised by you, you must notify us immediately. The information contained in your statement shall be deemed to be correct and you will be deemed to have accepted it unless you query it in writing within six years of the date of the statement.

## 13. BORROWING AND OTHER FACILITIES

- 13.1 Unless a facility document clearly states that the facility is a term facility, all facilities are repayable on demand, which may be made by us at any time. Any reference in a facility document to a facility being available until, or reviewable at, a given date is indicative of our intention at the date of that document. We may, however, at our discretion, review the facility at an earlier date and withdraw or reduce it, or make it subject to further conditions.
- 13.2 The limits specified in a facility document

for each facility and/or each account must not at any time be exceeded. We will not be obliged to allow, or to continue to allow, any borrowing in excess of agreed facilities.

- 13.3 In working out whether any proposed withdrawal or borrowing would fall within agreed limits, we will, in calculating the existing balance on the account, only have regard to receipts which have been cleared.

## 14. BONDS, GUARANTEES, LETTERS OF CREDIT ETC.

- 14.1 Where we have agreed to provide you with a facility (such as letters of credit, acceptance credits, bonds or guarantees) under which we will enter into obligations to third parties on your behalf, we shall have the right not to issue or enter into any letter of credit, guarantee, bond or undertake any obligation unless the terms of the document setting out our obligation have been approved by us in advance.
- 14.2 You will indemnify us against the full value of any liabilities, which we may incur, at your request (such as letters of credit, acceptances, bonds or guarantees). You will, on demand, pay to us an amount equal to the full value of any such liabilities, whether they are contingent or future. We may hold any such payment in our own name and may use it to meet such liabilities. We may require you to execute a counter-indemnity in our standard form.
- 14.3 Where we open a letter of credit (or other documentary credit) on your behalf, we will have a lien over, and you pledge to us, all documents (and all goods represented by those documents and all proceeds of sale and all related insurance policies) which relate to the goods covered by that credit and which are in the possession of us or our agents as security for all your obligations to us.

## 15. FOREIGN EXCHANGE AND OTHER FACILITIES

Unless the facility document provides otherwise, any spot or forward foreign exchange facilities, terminable indemnities, guarantees, negotiations, documentary credits, confirmed credits or non-account-

based facilities which are detailed in any facility document are offered on the basis that there is no commitment on our part to enter into any such facility with you. We reserve the right at our absolute discretion to decide whether, and subject to what conditions, a utilisation may be made. No forward purchase or sale of any currency shall be made for speculative purposes without our prior written consent.

## 16. SECURITY AND GUARANTEES

Any references in a facility document to security documents and guarantees shall (unless we specify otherwise) be references to our appropriate standard documents validly executed and delivered to us, together with such evidence as we may require to satisfy ourselves that they are legally binding. Unless otherwise agreed, any guarantee must cover all of your liabilities to us.

## 17. OUR RIGHTS OF "SET-OFF" AND "COMBINATION"

- 17.1 If any accounts you hold with us are in credit and you have failed to pay us any amount which you owe on any other accounts you hold with us anywhere (including any loan or card accounts and those in different currencies) or otherwise under any facility or agreement you have with us, we may use the money you hold with us to reduce or repay the amount which you owe us. This is called our right of "set-off". We may also set one of your accounts against another of your accounts to determine how much you owe us. This is called our right of "combination". We may (and you irrevocably authorise us to) use this money to buy such other currencies at our spot rate as may be necessary in order for us to exercise any right of set-off or combination we may have.
- 17.2 We can use our right of set-off or combination in respect of accounts which are in your sole name and accounts which are in joint names of you and another person to reduce or repay amounts owed by you or that other person in your sole name or jointly.
- 17.3 We can use money you have in your

accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

17.4 We will not use our right of set-off or combination against any money which we hold in an account in your name which you have advised us is not yours. We will also not use our right of set-off or combination against any money which we are required to hold by law in an account in your name for someone else.

17.5 We can use our right of set-off or combination without telling you in advance. However, where you have not entered into these Terms and Conditions for the purpose of a business, trade or profession, we will remind you of our right of set-off or combination in advance unless we reasonably think you will do something to prevent us from obtaining repayment by set-off or combination.

## 18. OUR LIEN

In addition to any lien which arises under governing law, we shall have a lien over all securities and documents of title of any kind and other items (including cheques for collection) deposited with us (or our agents) by you (or on your behalf).

## 19. INVESTMENT SERVICES

Where we agree to provide investment services to you, such services will be governed by our separate Investment Terms of Business. A copy of our Investment Terms of Business is available upon request.

## 20. PROVISION AND DISCLOSURE OF INFORMATION

20.1 In order to provide you with products and services we need to collect, use and store personal and financial information about you (your information). This includes information which we:

- obtain from you or from third parties, such as employers, joint account holders, credit reference agencies

(who may search the Electoral Register), fraud prevention agencies or other organisations, when you apply for an account or any other product or service or which you or they give to us at any other time; or

- learn from the way you use and manage your account(s), from the transactions you make and from the payments which are made to your account.

20.2 Where you provide personal and financial information relating to others (e.g. dependants, joint account holders) 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 or us to use it in accordance with this agreement.

20.3 We will use your information to manage your account(s); send you statements; provide our services; for assessment and analysis to prevent and detect fraud, money laundering and other crime; carry out regulatory checks; meet our obligations to any relevant regulatory authority; develop and improve our services to you and other customers and to protect our interests.

20.4 We may use your information to inform you by letter, telephone, messages, e-mail and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us by writing to us providing your full name, address and account details.

20.5 We, credit reference, and fraud prevention agencies may share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes. Examples of circumstances when your information or information relating to your partner or other members of your household may be accessed and/or shared include:

- checking details on applications for credit and credit related or other facilities;

- managing credit and credit related accounts or facilities;
- recovering debt.

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:

- you make a joint application; or
- you advise us of a financial association with another person; or
- if the credit reference agencies have existing, linked or 'associated' records. This 'association' will be taken into account in all future applications and shall continue until one of you applies to the credit reference agencies and is successful in filing a 'disassociation'.

We do not give information about savings accounts to credit reference agencies.

- 20.6 Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, 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 the UK and other countries.
- 20.7 We may give information about you and how you manage your account to the following:
- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
  - Anyone to whom we transfer or may transfer our rights and duties under this agreement
- 20.8 We may also give out information about

you if we have a duty to do so or if the law allows us to do so. Otherwise we will keep information about you confidential.

- 20.9 We will retain information about you after the closure of your account or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 20.10 You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service.
- 20.11 You must provide us with any information that we may at any time reasonably require (including information which we may require to comply with anti-money laundering regulations) and must inform us of any material change of facts or circumstances relating to you and/or your business. We will not be responsible for any loss arising from your failure to notify us of such a change, even if the information has been published.
- 20.12 In considering any application from you or making lending decisions, we may search files held by credit reference agencies, which may keep a record of the search. We reserve the right to carry out further checks from time to time for fraud prevention and credit control purposes.
- 20.13 We may disclose information to credit reference agencies about your personal debts to us if:
- you have fallen behind with your payments; and
  - the amount owed is not in dispute; and
  - you have not made satisfactory proposals to us for repayment following the service on you of a formal demand; and
  - we have given you at least 28 days' notice of our intention to disclose the information.
- 20.14 We will not reply to a request for a bank reference, or any other request for a reference, without your consent.
- 20.15 Where applicable, you authorise us to disclose to your auditors any information

concerning your accounts with which they may from time to time request. You also authorise your auditors to provide us directly with copies of your accounts.

20.16 We will take all reasonable steps to ensure that the jurisdictions in which information may be disclosed, stored or processed under these Terms and Conditions shall have data protection laws equivalent to those of the European Economic Area to protect such information.

## 21. NOTICE

We may give written notice or make demand for repayment of any facility by hand, by post or by fax. Notice shall be validly served by hand if it is left at your home or in the case of business customers at your registered office, or your principal place of business or handed to an officer of the company at any place. A notice or demand sent by post or by fax may be addressed to you at home, registered office or address or place of business or using the fax number last known to us and shall be deemed to have been received (in the case of service by post) on the first business day after posting and (in the case of service by fax) when sent.

## 22. CLOSING YOUR ACCOUNT

22.1 If you are not happy with your account, you have a period of 14 days following on from the date that your account was opened to close your account. If you do so you must repay all amounts that you owe to us.

22.2 The cancellation rights under condition 22.2 will not apply to accounts where the rate of interest payable is fixed upon account opening or accounts which rely upon the performance of an underlying asset, which is subject to price fluctuations in the financial markets, e.g. structured capital at risk deposits.

22.3 After this 14-day period has lapsed, you may terminate your relationship with us at any time. If you do so you must repay all amounts that you owe and obtain a release (or counter indemnification to our satisfaction) for all contingent obligations we may have incurred on your behalf.

22.4 We may, at any time, terminate our relationship with you on giving you at least two months prior notice. On expiry of this notice all amounts outstanding under any account or facility will become immediately due and payable by you and interest will continue to accrue on all debit balances at the interest rate(s) applicable to each respective facility until payment is received in full. Interest shall cease to accrue on any credit balances immediately on expiry of the notice.

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

- you have given us false information at any time; or
- you or someone else is using the account illegally or for criminal activity; or
- your behaviour is such that we consider it inappropriate for us to maintain your account; or
- by maintaining your account we might break a law, regulation, code or other duty which applies to us; or
- by maintaining your account we consider we may cause damage to our reputation; or
- you have been in serious or persistent breach of this agreement or any additional conditions which apply to an account or facility.

22.6 When your account is closed it is your responsibility to cancel any direct payments to or from your 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.

## 23. GOVERNING LAW

23.1 The relationship between us and these Terms and Conditions (including any non-contractual obligations arising out of or in connection with these Terms and Conditions) are governed by the laws of England.

23.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claim

that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including without limitation non-contractual disputes or claims). It is agreed that the courts of England are the most appropriate and convenient courts to settle disputes or claims and neither you nor us will argue to the contrary. This clause is for our benefit only. As a result, we shall not be prevented from taking proceedings relating to any dispute or claim in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

23.3 If you have not entered into these Terms and Conditions for the purpose of a business, trade or profession, condition 23.2 shall not apply and the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including without limitation non-contractual disputes or claims).

23.4 If we choose not to exercise in full, or to delay exercising, any of our rights, powers or remedies arising under any facility document or otherwise, this will not prevent us from exercising our rights in full at a later date should we choose to do so.

## **24. COMPLAINT HANDLING**

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the matter and, if necessary, set about putting things right as soon as possible. If you would like further information about our complaint handling process, please contact your Relationship Manager or our Compliance Department on 020 7907 8105.

We are a member of the Financial Ombudsman Service. If you make a complaint and are not satisfied with our final response, you may be able to refer your complaint to the Ombudsman. You can find out more about the Financial Ombudsman Service by requesting a leaflet from our Compliance Department. Alternatively, you can contact the Financial

Ombudsman Service by writing to South Quay Plaza, 183 Marsh Wall, London E14 9SR or by telephone on 0845 080 1800. Details are also available from the website of the Financial Ombudsman Scheme: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **25. COMPENSATION SCHEME**

We are a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. If we are unable to meet our financial obligations, you may be eligible to claim compensation under the Scheme. Most depositors, including individuals and small businesses, are covered by the Scheme up to the current compensation limit. For further information, please refer to the Financial Services Compensation Scheme website: [www.fscs.org.uk](http://www.fscs.org.uk) or call 020 7892 7300.

## **26. INFORMATION ABOUT US**

Bank Leumi (UK) plc is a company registered with the Registrar of Companies for England and Wales (Company number: 640370). Registered Office: 20 Stratford Place, London, W1C 1BG. Our telephone number is +44 (0)20 7907 8000 and our fax number is +44 (0)20 7907 8001.

Bank Leumi (UK) plc is authorised and regulated by the Financial Services Authority (FSA) – our FSA registration number is 139217. To find out more about us, please see the FSA register: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

[www.bankleumi.co.uk](http://www.bankleumi.co.uk)

**Bank Leumi (UK) plc:**

20 Stratford Place, London W1C 1BG.

Tel 020 7907 8000 Fax: 020 7907 8001



together we go further

**BANK LEUMI (UK) PLC** IS AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY.