

Personal Banking

General Terms and Conditions

For Personal Accounts with ICBC (London) plc

Section A – Introduction to this Agreement

1. The services this agreement covers

- 1.1 Your agreement with us consists of these General Terms and Conditions (“General Terms”) and any Additional Conditions (the General Terms and the Additional Conditions are together the (“Terms”) that apply to any product/service that you have and which are described in the Terms.
- 1.2 Additional Conditions include the following, as applicable to your product/service: (1) the Debit Card Account Terms and Conditions (2) the Internet Banking Terms and Conditions and (3) the Mobile Banking Terms and Conditions. You will be given a ‘Tariff of Banking Charges (personal accounts)’ (‘Tariff’) when you take out your product/service with us, and you can also find details of interest rates and charges by telephoning us, visiting our website or by asking the Retail staff in our branches. If any Additional Conditions contradict the General Terms, then the Additional Conditions will apply.
- 1.3 This document sets out the general conditions for our bank accounts and related banking services for personal customers resident in the United Kingdom (‘UK’). These accounts and services may also have additional conditions. If we offer other services in the future, we will make it clear at the time if these General Terms will apply to them.
- 1.4 This agreement only covers banking services we provide for your personal use.
- 1.5 Interpretation:
- i) In this agreement, ‘We’/‘Us’/‘the Bank’ are ICBC (London) plc
 - ii) In this agreement, ‘You’/‘Your and Yours’ refers to Customers of ICBC (London) plc.
 - iii) Money in your account will be held by the Bank as banker and not as trustee.

Section B – Contact and Security

2. Contact information

Product	From the UK	From Overseas	Email address
Current Account	02073 973 230/	+44 2 073 973 230	service@icbclondon.com
Fixed Deposit Account	02073 978 884		
Internet Banking			
Debit Card			

Contacting each other

- 2.1 Our contact details are in the contact details above.
- 2.2 You can contact us and give us instructions in our branch and/or via Internet Banking (once you have registered for this). Any instructions you give us are not effective until we actually receive them. You can usually use our Internet Banking and applicable Cashpoint machines at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short period of time (usually just minutes).
- 2.3 We may contact you by post, telephone or electronically using the contact details you give us (including any electronic address that we agree with you will be used to send you electronic communications). When we use the words ‘electronic’ or ‘electronically’ in this agreement we mean any form of message made by any type of telecommunication, digital or IT device (including the internet, email and text message). You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details.
- 2.4 It may be unlawful for you to use Internet Banking in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 2.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our services to you, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

3. Security

- 3.1 When we contact you or you contact us, we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts.
- 3.2 You must keep your security details secret.

- 3.3 If you suspect someone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of the security details.
- 3.4 You must take all reasonable precautions to prevent the fraudulent use of your security details in any way which may result in them becoming known to another person.
- 3.5 Provided you have kept your security details secret, you will not be liable where an unauthorised transaction is carried out on your account using your security details and you subsequently show it was not authorised by you.

4. Correspondence and statements

- 4.1 We will send you statements in the English language, on a regular basis showing any transactions on your account during the period. You must examine these statements and tell us as soon as possible if something appears to be wrong so that we can resolve the matter quickly and properly.
- 4.2 You may request additional statements from us at any time, but we reserve the right to make a reasonable charge to supply them.
- 4.3 You must notify us in person at our branch immediately if you change your name or address. You should ensure that the arrangements for receiving mail at your address are safe.
- 4.4 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.

Section C – Banking Services

5. Opening personal account

- 5.1 In line with Money Laundering Regulations, we are required by law to have procedures in place to prevent criminals from using financial products or services to launder 'dirty' money. Whether you're a new or existing customer, we are required to verify your identity when you apply for a new account. These regulations aim to stop criminals using the financial services to launder money. They also protect you from criminals who might try to use your identity without you knowing. A list of acceptable documents will be provided to you prior to completing your application form.
- 5.2 From time to time we may ask you to provide further information regarding the source of funds or purpose of payments or other information which we believe is relevant.
- 5.3 The Bank holds the right to decide whether your application for account opening is successful or if further information is required from you. We can not guarantee that your account opening request will be approved. We hold the right to give no explanation or reasons for any refusal we may give for our decision.

6. Processing times and general conditions about payments

- 6.1 We will treat an instruction in writing, verified by your signature, or a debit card transaction covered by your PIN as consent for the execution of your payment order.
- 6.2 We do not accept verbal payment instructions.
- 6.3 We do not accept instructions sent by email since messages sent over the internet cannot be guaranteed to be secure as they are subject to possible interception, loss and/or alteration. We cannot, therefore, be held liable by you or anyone else for any damage or loss suffered in connection with any message sent by you to us, or any message sent by us to you, over the internet.
- 6.4 We can make payments from your account provided that:
 - we have received suitable instructions from you; and
 - there are sufficient cleared funds in your account to cover the payment; and
 - where appropriate, sufficient notice of withdrawal for the type of account has been given to us.
- 6.5 Cash withdrawals over the counter in excess of £5,000 will require at least twenty-four (24) hours prior notice. Withdrawals of cash in foreign currency are subject to availability.
- 6.6 You may instruct us in writing or verbally (with written confirmation to follow) to stop the payment of a cheque, for which a charge will apply, provided that:
 - the amount has not yet been taken out of your account; and
 - we have not already told the beneficiary or their bank that payment will be made; and
 - we have received the written stop instruction prior to presentation of the instrument.
- 6.7 You cannot cancel cash or debit card transactions after they have been authorised by you.
- 6.8 We may stop the payment of a cheque or other item if we suspect it is unauthorised or is fraudulent and, where permitted, will give you our reasons for doing so as soon as practicable. We will unblock the payment instrument as soon as practicable after the reasons for blocking cease to apply.
- 6.9 We shall not be liable for any delay in processing a payment into your account or from your account if such delay has been caused by checks carried out as part of our payment monitoring controls.
- 6.10 We begin processing payment instructions on the working day we receive them. To do this, we must receive the payment instruction before the 'cut off' time for that working day.
- 6.11 'Working day' has a particular meaning in this agreement:

- a. By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day, as explained below.
- b. In all cases, how long a working day lasts will depend on the 'cut-off' time for that particular method of making or receiving payments. If the payment instruction is not received by the 'cut-off' time on any working day, we will treat it as being received the next working day.

6.12 Cut-off times:

	Currency to be remitted		
	Pound Sterling Payment	US Dollar Payment	Euro Payment
Internal Transfer	4.00p.m (GMT*)	4.00p.m (GMT)	4.00p.m (GMT)
UK Payment	2.30p.m (GMT)	2.30p.m (GMT)	11.00a.m (GMT)
Overseas Payment	2.30p.m (GMT)	2.30p.m (GMT)	11.00a.m (GMT)
ICBC Swift Payment	2.30p.m (GMT)	2.30p.m (GMT)	2.30p.m (GMT)

*GMT means Greenwich mean time

- 6.13 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause to breach a legal requirement or might expose to action from any government; regulator or other competent authority.
- 6.14 There may be a delay in us carrying out your instructions while monitoring and/or financial crime prevention checks take place. In addition, we may refuse to carry out your instructions if we are not reasonably satisfied of the lawfulness of the transaction or instruction.

7. Deposits into your account

- 7.1 We will accept deposit of funds by either electronic or paper means. These will normally be accepted subject to normal clearing procedures. Payments received by electronic means will become available to you only upon the value date given in the instruction. Proceeds of cheques will be available upon receipt of cleared funds for collection.
- 7.2 If an electronic payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account or you have used the funds to make a payment, or transferred or withdrawn all or part of them.
- 7.3 When you pay cash directly into your account at any of our branch counters, the cash will clear and appear in the balance of your account immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

8. Cheques (Please note from 31st December 2017 we are phasing out our cheque facility. This will mean from 31st December 2017, you will no longer be able to use existing ICBC cheques and we will no longer be providing cheque books)

- 8.1 You must take care of your cheque book, and inform us immediately if your cheque book is lost, stolen or misused and confirm this in writing.
- 8.2 Cheque books are only applicable to Flexible Accounts
- 8.3 The cheque must be written, dated and signed in ink. You must not write a cheque for more than your available British Pound Sterling (£) balance. The cheque must be written in English and the amount must be written in both words and figures. Dates must be written in English format (ie. dd/mm/yy) and any amendments must be signed. You must take all reasonable precautions to prevent anyone else altering it or making a forgery.
- 8.4 Where we are unable to honour a cheque due to insufficient funds in your British Pound Sterling (£) account, you will be charged with a handling fee.
- 8.5 To stop payment of a cheque, you must give us written notice. We shall not be liable to you in any circumstance for any failure to stop a cheque or other payment following your request.
- 8.6 If a cheque is lost or stolen, you must notify us immediately. You will be liable to the Bank for any transactions effected by use of the cheque by any unauthorized person before such notice is received by us.
- 8.7 We may refuse to pay cheques where the cheque is dated more than 6 months ago, or where the date is in the future. However, if you issue a cheque which is not presented within 6 months, do not assume that it has become invalid. We recommend that you ask us to place a stop on the item. A service charge may apply.
- 8.8 If more than one cheque is presented to us on any one business day and you do not have sufficient funds in your account to enable us to honour all such items, we may choose which of the items to honour, irrespective of the date of issue of each item.
- 8.9 The cheque book remains our property at all times and we may at any time withdraw the cheque book facility with two months notice under normal circumstances. In the event of fraud, other crimes or misuse, this facility may be withdrawn immediately.
- 8.10 The clearing cycle (normally 6 working days) is the time taken for money paid from or into your account to be deducted or added. This section applies to our normal clearing cycles for sterling cash and

cheques drawn in sterling or paid into our UK branches. For foreign cheques the clearing cycle may take longer.

When you pay a cheque into your account, you will normally have to wait six (6) working days including the day it was paid in, before you can withdraw the money. For example, the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on the next Monday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque in to your account, we mean the first day that we deal with and start processing your cheque. If you pay in a cheque after 3:00pm in the afternoon, we will not process your cheque until the following working day. The cheque amount must be included in your cleared balance before you can withdraw the money.

- 8.11 We treat cheques as being cleared for interest calculation purposes (if applicable) six (6) working days after they have been paid in.

Day Cheque Paid In (before 3:00 pm GMT)	Day Interest Earned	Day Funds Available (the following week)
Monday	Thursday	Monday
Tuesday	Friday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

9. Debit cards

- 9.1 Loss or misuse of your Debit Card: If the card is lost, stolen or misused, or you suspect that someone knows the PIN, you must telephone us immediately on 020 73973230/884 (if calling from overseas, please dial +44 20 73973230) and then send written confirmation as soon as possible to ICBC (London) plc, Customer Services, 81 King William Street, London EC4N 7BG, England.
- 9.2 You may apply for a debit card on certain accounts for personal use only (and not for any business or commercial use), if you are aged eighteen (18) years or over and resident in the UK. Your application will be assessed and if you are issued with a debit card, you must:
- sign the card in permanent black ink when you receive it.
 - keep the card secure at all times and do not allow any other persons to use it
 - never record the PIN in any way which could be understood by someone else.
 - never disclose your PIN to anyone, including Bank staff.
 - do not keep your cheque books and cards together.
- 9.3 You must not use the card before or after the period it is valid for or after you have received notice that we have cancelled or withdrawn the card.
- 9.4 You must only use the card when there are sufficient cleared funds in your account to cover the payment,
- 9.5 If we ask, you must return the card to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half). We, or anyone acting for us, may keep the card at any time. For example, we may withdraw a card and instruct any third party to keep hold of it if you try to use it.
- 9.6 If the account is joint, both parties are entitled to apply for a debit card.
- 9.7 The card may be used along with the PIN to obtain cash at any time, up to the daily limit for the card, from any cash-dispensing machine which will accept the card.
- 9.8 We will advise you of the daily cash withdrawal limit for the card carried out at cash dispensing machines, details of which will be advised to you from time to time and we may adjust it from time to time.
- 9.9 For interest calculation purposes, withdrawals of cash carried out using the card, will be deducted from your account as soon as we receive them, which is normally on the same day the card transaction is carried out or on the next Business Day.
- 9.10 For card withdrawals abroad, there are additional fees.

10. Payments

- 10.1 When you request that we make a payment to another bank account for you, we will require certain information about the beneficiary. For a payment to a UK bank account we will require the name of the beneficiary, the account number and branch sort-code. For international payments, this may vary according to the location of the beneficiary's bank account. Please ask us for details. If you provide us with incorrect details then your payment may be lost or delayed. We will not be liable for any loss or delay to a payment in this circumstance.
- 10.2 If you do not recognise any transaction, or you believe that a payment has not been correctly executed, you must tell us immediately. If you tell us within 13 months of the error, and we are responsible, we will immediately refund the amount of the unauthorized transaction (including any resulting interest and charges). If we suspect fraud or gross negligence, we will investigate the transaction, and will immediately refund the amount of the unauthorized transaction (including any resulting interest and

- charges) only if we conclude that there has not been any act of fraud, and that you have not been grossly negligent.
- 10.3 You will be responsible for any transactions where you have acted fraudulently; or where you have compromised the security of your account by allowing an unauthorized person to use it or where you have been grossly negligent.
- 10.4 We will not be responsible for any loss that occurs as a result of any of the above situations under 10.3.
- 10.5 When you enquire about a payment you have made through us, we may make a charge. We will let you know how much the charge is before we start to investigate on your behalf. There will be no charge if we have made an error.

Internal Transfers, UK Payments, Overseas Payments and ICBC Swift Payments

- 10.6 An Internal Transfer is a payment between UK accounts you have with us, including joint accounts you have with someone else or your account and someone else's account held with us.
- 10.7 A UK Payment is a payment between your account held with us and your or someone else's account held with another bank located in the UK.
- 10.8 An Overseas Payment is a payment between your account held with us and your or someone else's account held with another bank that is located outside the UK.
- 10.9 An ICBC Swift Payment is a fast payment between any two accounts held with ICBC group members in the world.

10.10 Payment processing times:

Internal Transfer	UK Payments	Overseas Payments	ICBC Swift Payment
Same working day	Same working day	Up to 3 working days, but it may take longer depending on which country We are sending money to.	Same working day

11. Fixed Term Deposits (Time deposits)

- 11.1 Time deposit accounts are available in British Pound Sterling (GBP), US Dollars (USD), Euros (EUR) and Chinese Yuan (RMB).
- 11.2 You can choose from 1 month, 3 months, 6 months and 12 months fixed deposit terms.
- 11.3 We can provide statements monthly, quarterly, or half-yearly.
- 11.4 You can choose to automatically continue or renew the deposit for any term or automatically transfer the deposit into your Flexible Account upon maturity.
- 11.5 Customers can withdraw money from their Time Deposit Account before maturity, however, please be aware that all interest will be lost and we will charge you a £25 (British Pound Sterling) processing fee.
- 11.6 This product is available to customers who wish to deposit at least £1000 (British Pound Sterling) (or deposit currency equivalent) unless otherwise stated.
- 11.7 Customers must be aged 16 years or over.
- 11.8 For more information about the interest rates we offer including the Gross rates or AER rates, please contact one of our staff or visit our website www.icbclondon.com/bulletin/other/rateenglish.pdf.
- 11.9 To apply for a Fixed Term Deposit Account, please apply at one of our branches. You can also find more details on our website. Full terms and conditions apply and are available on request.
- 11.10 You must hold a Flexible Account with us before you can apply for a Fixed Term Deposit account.
- 11.11 You may transfer money from your Flexible Account into your Time Deposit Account at one of our branches or via Internet Banking.

12. Interest

- 12.1 When you open an account with us we will advise you of the interest rates applicable to the account. The current interest rate rates are available on our website, and also upon request.
- 12.2 Interest will be calculated daily on cleared balances, and paid quarterly for Flexible Accounts at the last day of each quarter or at the end of the deposit term for a Fixed Deposit account. If this falls on a non working day, interest will be paid on the next working day. For Flexible Accounts, interest will not be paid on balances that fall below £100.00 (British Pound Sterling).

13. Bank charges

- 13.1 When you become our customer, we will give you our latest Tariff which details any charges that may apply for the day-to-day running of your account and, if appropriate, any card.
- 13.2 Fixed fees and charges will be debited from your account in accordance with our latest Tariff at the time the relevant service is provided to you.
- 13.3 If you request a service for which the fee is not detailed within our Tariff, we will let you know the charge for this service before, or when, we provide the service to you, or upon request.
- 13.4 We reserve the right to amend our fees and charges from time to time and details will be sent to you before any changes take effect.

Section D – General conditions

14. Joint Accounts only

If two or more of you are party to this agreement, the following terms apply:

- 14.1 Any of you can give us instructions independently of the other(s) on your joint account(s). This means any one of you can, for example, withdraw all or any money on an account without the knowledge of the other(s), close an account or end a service, ask for statements and correspondence to be given electronically alone or by paper too, and apply for cards and other services or different accounts with benefit packages which are covered by this agreement, and which are available on your joint account(s). We will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint account holder(s).
- 14.2 Just as any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name.
- 14.3 Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you, alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.
- 14.4 We may give any information about your joint account and the payments on it to any one of you. We can act on information about you which any of you gives us.
- 14.5 A notice we send to one of you will count as notice to all of you.
- 14.6 If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
- 14.7 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute has been duly resolved.
- 14.8 When this agreement ends (or your account is closed) we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- 14.9 If any of you die, we can, but are not bound to, continue to act on the instructions of the remaining account holder(s) in relation to any joint account(s) held by you, including allowing them to withdraw any or all the monies from the account(s) and provide instructions relating to any services or benefits associated with the account(s).

15. Authorising others to operate your accounts

- 15.1 You may authorise someone else to operate your account by signing a third party mandate or a power of attorney. For powers of attorney, we will need to see the original signed document or in some cases, we may be able to accept a copy certified by someone we reasonably think appropriate, such as a solicitor.
- 15.2 In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you become incapable or bankrupt, or in the event of your death), and any third party mandates or powers of attorney you have previously given may become ineffective.
- 15.3 For security reasons, we may not allow a person who is operating your account on your behalf access to some services. Where we do make any services available, we will allow that person to use your Security Details and we will not treat you as breaking your security obligations because they know your Security Details.
- 15.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorised to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

16. Cooling-off Period

- 16.1 If within fourteen (14) days of opening any account you are dissatisfied with the account you have chosen to apply for, you have the right to close the account and we will return your money along with any credit interest earned. This is known as the "Cooling-off Period". For more details, you can speak to one of our staff.

17. Generable Liability

- 17.1 If we break this agreement:
 - a. we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and
 - b. as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).
- 17.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:
 - a. that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
 - b. that you have been grossly negligent with your card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.

- 17.3 If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 17.4 Nothing in this agreement limits our liability for acting fraudulently or with gross negligence or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

18. Inactive accounts and Dormant accounts

- 18.1 We will treat a Flexible Account as inactive (ie, we suspend it) if it has been inactive over a period of at least 24 months. **DEFINITION of 'Inactive Account'** - When there has been no financial activity for a long period of time, other than the posting of interest, then an account can be classified as inactive. The Inactive Account can only be re-activated by you coming into our branch and making a request to re-activate the account together with relevant ID verification documents.
- 18.2 We will treat your Flexible Account as dormant if it has been inactive for at least 15 years. **DEFINITION of 'Dormant Account'** - When there has been no financial activity for a period of 15 years from the date of the last known financial activity recorded on your account.

Statute of limitations usually does not apply to **dormant accounts**, and funds can be claimed by the owner or beneficiary at any time.

If your account becomes dormant, we will write to you advising you of this. However, you will not be able to re-activate your account once it has become **dormant**.

19. Unauthorised transactions

- 19.1 You must read your statements carefully on receipt and review your online account regularly.
- 19.2 To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within thirteen (13) months of the date the transaction was deducted from your account), you may not be entitled to any errors corrected.
- 19.3 On receipt of a claim for refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible under the circumstances and unless we can show that the transaction was authorised by you, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place. We may request additional information from you, if we have reasonable grounds for checking the circumstances of the payment.
- 19.4 If you query a payment more than eight (8) weeks after the debit date or a payment made outside the EEA (European Economic Area), we are not obliged by law to make a refund, but we will advise you if we can help or suggest other steps you could take.
- 19.5 If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.
- 19.6 You will be responsible for all losses if information is received to suggest that you have: a) acted fraudulently, b) given a third party authorisation, c) deemed to have been grossly negligent with your Card or PIN, or d) you intentionally or with gross negligence failed to notify.

20. Data protection and confidentiality

- 20.1 When you apply for an account or other services with us, you authorise us to use your Personal Information for us to open that account, to provide those services and for other purposes set out in these General Terms, in each case in accordance with the Data Protection Act 1998.
- 20.2 You agree that we may collect, use and process your Personal Information to:
- enable us to assist you, select and apply for and, where applicable, evaluate your application for any account, product or service;
 - provide you with selected accounts, products and services;
 - contact you about the accounts, products and services provided to you;
 - open, operate and collect on your account(s);
 - verify your identity;
 - meet any legal or regulatory requirement; and
 - carry out internal audit (including security), statistical, and record keeping activities.
- 20.3 Personal Information will be held by ICBC (London) plc as data controller.
- 20.4 We will not disclose the Personal Information we hold about you except:
- to third parties and members of the ICBC Group in connection with the provision of accounts, products and services to you;
 - to members of the ICBC Group for the purpose of providing us with various IT and other administration services supporting our business and, where appropriate, to fraud prevention, law enforcement and credit reference agencies, to prevent crime, verify your identity and recover debt;
 - where we, or third parties or members of the ICBC Group processing Personal Information on our behalf, are required to do so by law, regulation or legal proceedings;
 - where we, or other members of the ICBC Group, are required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us, including information

about your accounts to the tax authorities in the UK or directly to the tax authorities in other countries (such as the USA);

- where there is a change (or prospective change) in the ownership of any ICBC Group company or their respective businesses, to the new or prospective owners;
- where we are seeking to recover sums owed to us or members of the ICBC Group;
- where our legitimate interests require such disclosure; or
- where you have consented to the disclosure.

21 Changes to Terms and Conditions

- 21.1 We may change, remove, vary or add to any of these General Terms at any time and we may change, suspend or withdraw any of the services, facilities or benefits made available to you in connection with your account, by giving you two (2) months' notice in writing. You will be deemed to have accepted the changes unless you notify us before the proposed date of the change.
- 21.2 Alternatively you have the right to terminate the contract immediately and without charge before that date.

22. If you have a complaint

- 22.1 You can voice your concerns by following the steps below.

- 22.2 Step 1 –How to make a complaint

You can make a complaint about the services provided in 4 ways – (i) in writing; (ii) online; (iii) by telephone or (iv) in person.

(i) Making a complaint in writing:

Explain the full details of the complaint and the nature of your grievance together with your contact details in writing and post to: Customer Care, ICBC (London) plc, 81 King William Street, London, EC4N 7BG, England.

(ii) Making a complaint online:

Explain the full details of the complaint and the nature of your grievance via email to customercare@icbclondon.com.

(iii) Making a complaint by telephone - Lines are open Mon–Fri from 09:00 to 17:00 (except public holidays)

- If you are calling within the UK: 020 7397 3884/3230
- If you are calling outside the UK: +44 20 7397 8884/3230

(iv) Making a complaint in person:

Explain to any member of staff that you wish to make a complaint about the service provided and tell them the nature of your grievance.

- 22.3 How we handle your complaint

If we are not able to resolve your complaint within 3 working days, we will issue you with a formal acknowledgement within 5 working days, explaining why it cannot be resolved immediately and give you the name and contact number of the person assigned to investigate your complaint. We will also tell you how long we estimate it will take to investigate the complaint fully.

If the complaint takes a long time to resolve, we will keep you informed by writing to you explaining the reason for the delay.

- 22.4 Time limits

We will write to you with a final response within 8 weeks of the complaint being made.

- 22.5 Step 2 – Follow up

To follow up your complaint with Customer Care you can ask the person you raised your complaint with to refer the matter to them or write to Customer Care at the address stated above.

- 22.6 Step 3 – Financial Ombudsman Service

If we have not issued our 'final response' within 8 weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Financial Ombudsman Service ("FOS") for an independent review.

The FOS was set up by law as an independent public body to resolve individual disputes between consumers and businesses that provide financial services. The service provided by the FOS is free of charge. If you choose to refer your complaint to the Financial Ombudsman Service you must do so

within six (6) months of you receiving the final response to your complaint. Leaflets are available (upon request) explaining how to do this.

Under normal circumstances the FOS will only consider the complaint if (i) you have not received a final response to your complaint within 8 weeks; or (ii) you have referred your complaint to them within six months of receiving the final response; or (iii) it has not been more than 6 years from when the complaint event happened; or (iv) it has not been more than 3 years from the date on which you became aware (or ought reasonably to have become aware) that you had cause for complaint.

If we receive a complaint which is outside the time limits for referral to the FOS, we may reject the complaint without considering the merits and will write to you accordingly explaining this.

22.7 Alternative ways to refer your complaint to the FOS

If you wish to refer a complaint immediately to the FOS without us investigating the complaint, we can agree to this request by giving consent to you in writing.

If you wish to refer a complaint to the FOS which is outside the FOS relevant time limits, we can agree to give consent to waive the relevant time limits and allow you to still refer your complaint to the FOS. In this event we will write to you accordingly.

Further information is available from the Financial Ombudsman Service website at <http://www.financial-ombudsman.org.uk> or you can call them on 0800 023 4 567 (freephone) or +44 20 7964 0500 (from outside the UK).

23. Ending this agreement or an account or service

23.1 This agreement will continue until you or we cancel or end it.

23.2 You may end this agreement, or an account, or other service under it, at any time by writing to us or visiting our branches. Where you have not told us in writing, we may require confirmation in writing.

23.3 We may end this agreement (or any account, or service under it):

a. by writing to you and giving you two (2) months' notice; or

b. immediately if:

i. you are, or we reasonably consider you may be:

1. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;

2. acting fraudulently;

3. behaving improperly (for example, in a threatening or abusive manner); or

ii. we reasonably consider that by continuing the agreement:

1. we may break a legal requirement or a court order or other authority;

2. we be exposed to action from any government or regulator; or

iii. you have seriously or persistently broken this agreement in any other way.

23.4 We may close or suspend an account or stop providing a service:

a. if you are not eligible (or no longer eligible) for that account, or service; or

b. you do not use it over a 24 months period and the account has a zero balance.

23.5 If we end this agreement or stop providing an account, or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce any inconvenience caused to you.

23.6 When you or we end this agreement, any, service or account we provide under it will end and you must on our request:

a. repay any money you owe us, such as the amount of any cheques, or other payment instructions you have made and which have not yet been taken out of your account;

b. pay any charges and interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the agreement is cancelled); and

c. return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before sending them).

If you or we end a service or benefit (but not the whole agreement), you must take these steps as they apply to that service alone.

23.7 If this agreement (or service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.

23.8 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us or, if you have broken this agreement, any loss of ours as a result.

23.9 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.

23.10 We may continue to hold and use your personal data but only to the extent it is necessary to do so.

24. How we are regulated

24.1 A company registered in England and Wales (company number 4552753). Registered office: 81 King William Street, London EC4N 7BG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Number is 222030.

24.2 To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.

- 24.3 To find out more about our company, see the Registrar's website, www.companieshouse.gov.uk or call the Registrar on 0303 1234 500.

25. Important information about compensation arrangements

- 25.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and non-financial corporates – are covered by the scheme.
- 25.2 In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositors' accounts with the bank including their share of any joint account, and not to each separate account.
- 25.3 For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at one of our branches, refer to the FSCS website at www.fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

26. Treatment of client money and client assets

- 26.1 The money held for customers is held by ICBC (London) plc as banker and not as a trustee under the Financial Conduct Authority's client money rules;
- 26.2 If ICBC (London) plc fails, the client money distribution rules will not apply to these sums and so customers will not be entitled to share in any distribution under the client money distribution rules.