

Website Terms and Conditions

This Website ("the Site") is owned and maintained by State Bank of India ("the Bank"). The following terms and conditions (the "Terms") govern your use of this Site. By using this Site you agree to be bound by these Terms. If you do not agree to these Terms please do not use this Site.

These Terms may be changed at any time, without notice, by the Bank updating this statement. You agree that you will review the Terms on a regular basis and that your continued access to this Site means that you accept any changes made.

Information About Us

State Bank of India is a bank incorporated in India with its main offices at Madame Cama Road, Mumbai, India and has established a branch in the UK with company number BR000696 with its registered address and head office at 15 King Street, London EC2V 8EA. State Bank of India is authorised and regulated by the Financial Services Authority (FSA) and its FSA Firm reference number is FRN 139156. Its VAT number is 243808264.

Use of the Site

This Site and the information contained within it is intended for those who access it from the United Kingdom. If you are viewing this Site from outside of the United Kingdom you should note that the information contained within it may not be appropriate for use in other places and may not comply with the laws of any territory outside of the United Kingdom. Those who choose to access this Site from countries other than the United Kingdom do so at their own risk and are responsible for compliance with local laws.

You are responsible for your own use of the Site.

Accessing our Site

From time to time the Bank may restrict or suspend access to some parts of the Site, or the entire Site without notice in order to carry out repairs or maintenance or to introduce new facilities or to amend any part of its service or for any other reason it considers appropriate.

If you choose, or you are provided with, a user name, pass code, memorable word or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user name, pass code or memorable word, whether chosen by you or allocated by the Bank at any time if in the Bank's opinion you have failed to comply with any of the provisions of these Terms.

Intellectual Property

The copyright and all other intellectual property rights, existing anywhere in the World, in this Site and all of its contents belong to the Bank. You may not, without the prior written agreement of the Bank, reproduce or adapt any part of this Site other than for the purpose of accessing the Bank's products or services or printing pages for your own personal records.

The Bank's status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. Except as provided in this paragraph you may not use, distribute, sell, modify, republish or deal in any way with the trademarks, trade names, logos, software or other intellectual property material or content of the Site without the Bank's prior written permission. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations or graphics separately from any accompanying texts.

Use of Information

The contents of any materials posted on this Site are for information purposes only and do not constitute investment, financial or professional advice and no reliance should be placed on the same. Any figures shown on this Site are subject to change.

Our Liability

These provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this Site. Nothing in these Terms shall exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

Nothing in these Terms shall exclude or limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

These terms and conditions do not apply to or affect our liability to you in respect of any Account opened by you using this Site and our liability to you in respect of such Account is governed by our [Terms and Conditions](#).

The Bank has taken all reasonable steps to ensure the accuracy and completeness of the content of the Site. Save as set out in our Terms and Conditions the Bank accepts no responsibility arising out of the use of or access to or inability to use or results of the use of this Site nor for any errors or omissions contained in this Site nor if this Site is unavailable at any time or for any period. The Bank shall not be responsible for any direct or indirect:

- financial losses (including without limitation loss of income, revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- any loss or damage we could not reasonably have expected to foresee or reasonably have expected to occur,

which you may suffer and which arises out of or in connection with your use of or access to or inability to use or the results of your use of this Site.

Access to and use of this Site is at your own risk and the Bank does not guarantee that the use of this Site or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. The Bank accepts no responsibility in respect of losses or damages arising out of changes made to the content of this Site by unauthorised third parties.

To provide increased value to users of this Site the Bank may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that as you have chosen to enter the linked website the Bank is not responsible for the availability of such third party sites or resources and does not review or endorse and shall not be responsible or liable, directly or indirectly for (i) the privacy practices of such websites, (ii) the content of such websites including any advertising, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by or in connection with the use of or reliance on any such advertising, products, goods or other materials or services available on such third party websites or resources.

Transmission of Information is at your Risk

The Bank cannot guarantee that the transmission of information or messages sent over the internet is completely secure as there is a possibility of interception at all times. Any transmission is at your own risk. The Bank shall not be responsible for any loss, damages or costs whatsoever which you suffer or incur in connection with or arising out of any transmission of information or message sent by you to the Bank over the internet or the alteration, interception or misuse of such information. Once the Bank has received your information or message the Bank will use strict procedures and security features to try to prevent unauthorised access.

It is your responsibility to keep security information, such as PIN numbers or passwords, secure at all times. The Bank will never ask you for this information and you should not disclose it to any third parties. If you receive any email or other request for such information you should delete it immediately and should not respond. If you think you may have disclosed any security information you must advise the Bank immediately.

Information about you and your visits to our Site

The Bank processes information about you in accordance with its [Privacy Policy](#). By using our Site, you consent to such processing and you agree that all information provided by you is accurate.

Viruses, Hacking and Other Offences

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence. The Bank will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

The Bank will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

Disputes

Any dispute arising from the use or content of this Site shall be governed by the laws, and subject to the exclusive jurisdiction of the Courts, of England and Wales.

How to Contact the Bank

If you have any concerns about this Site or want to make a complaint please call us on 0207 454 4391 or email us at chief.fo@sbilondon.com or write to us at:

The Chief Financial Officer
State Bank of India
15 King Street
London EC2V 8EA

Thank you for visiting our Site.

PRIVACY POLICY

State Bank of India ("We") is committed to ensuring that Your Information is used properly and is kept securely.

This Privacy Policy (together with the terms and conditions set out in the [Terms of Use] section of our website and any other documents referred to in it) sets out the basis on which any information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding Your Information and how we will treat it.

By submitting Your Information to the State Bank of India Site ("the Site) (whether during the registration process or when posting your own content or otherwise using our on-line services), you are consenting to the processing of Your Information by us and our agents in accordance with this Privacy Policy.

DATA CONTROLLER

Any information you provide on our Site is controlled by State Bank of India, which is registered as a data controller with the Information Commissioner under reference: Z552946X. For more information about State Bank of India please refer to the [Terms of Use] section of our Site.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following information about you ("Your Information"):

- Information that you provide by filling in forms on our Site. This includes information you provide when you apply for an account with us or for any of our other products and services and when you register for and use our online services. We may also ask you for information if you report a problem with our Site or if you contact us and request assistance when using our Site.
- The contents of any correspondence you send us.
- Details of transfers to and from your accounts.
- Details of your visits to our Site including, but not limited to, traffic data, location data, web logs and other communication data, whether this is required for our own purposes or otherwise and the resources that you access.
- Information obtained from you or third parties such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations when you apply for an account with us or for any of our other products or services or which you or they give to us at any time.

IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our Site and to deliver a better and more personalised service. They enable us:

- To store information about your preferences, and so allow us to customise our Site according to your individual interests.
- To make it easier for you to log on and use the Site during future visits.

You may refuse to accept cookies by activating the setting on your internet browser which allows you to refuse the setting of cookies. Please refer to your internet browser's help section for specific instructions. However, if you select this setting you may be unable to access certain parts of our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our Site.

Please note that our advertisers may also use cookies, over which we have no control.

For more information about cookies (including how to set your browser to reject cookies) please visit the website set up by the Interactive Advertising Bureau (Europe) at www.allaboutcookies.org

WHERE WE STORE YOUR INFORMATION

The information that we collect from you may be transferred to, stored and processed by another company in the State Bank of India group of companies or a service provider or agent in another country including countries outside the European Economic Area ("EEA"). We will make sure that the group company, service provider or agent agrees to apply the same levels of protection as we are required to apply to Your Information and to use Your Information in accordance with our instructions.

All information you provide to us is stored on our secure servers. Any payment transactions will be similarly secure. Where we have given you (or where you have chosen) a user name, passcode and memorable word which enables you to access certain parts of our Site, you are responsible for keeping this user name, passcode and memorable word confidential. You must not to share these with any one.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Your Information, we cannot guarantee the security of Your Information transmitted to our Site; any transmission is at your own risk. Once we have received Your Information, we will use strict procedures and security features to try to prevent unauthorised access.

HOW WE USE YOUR INFORMATION

We use Your Information in the following ways:

- To ensure that content from our Site is presented in the most effective manner for you and for your computer.
- To process your application for and set up your accounts and to process your application to use our on-line services.

- To manage your accounts.
- To give you statements and to provide you with services available through our Site including the service, which enables you to manage your accounts on-line.
- To verify your identity and make financial risk assessments including anti money laundering checks and for crime and fraud prevention purposes.
- To meet our regulatory compliance and reporting obligations.
- To provide you or permit selected third parties to provide you with information, products or services that you request from us or which we or they consider may be of interest to you, where you have consented to be contacted for such purposes.
- To carry out our obligations in respect of the provision of your accounts and the provision of our on-line services.
- To enforce any of our rights against you.
- To enable us to carry out assessment and analysis (including credit and/or behaviour scoring, market and product analysis).
- To develop and improve our services to you and notify you about changes to our services.

We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users. We may also use such aggregate information to help advertisers reach the kind of audience they want to target. We may make use of Your Information to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

If you contact us on 0207 600 6444 when using any of our services, we will verify your identity by asking you a number of questions based on information known to us about you. We will let you know if we record your telephone conversation with us.

DISCLOSURE OF YOUR INFORMATION

We may disclose Your Information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

We may disclose Your Information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose Your Information to the prospective seller or buyer of such business or assets and we will ensure that the prospective seller or buyer treats Your Information as confidential.
- If a third party acquires State Bank of India or substantially all of its assets, in which case information held by State Bank of India about its customers will be one of the transferred assets. We will ensure that the third party treats Your Information as confidential.
- If we are under a duty to disclose or share Your Information in order to comply with any legal or regulatory obligation, or as part of legal proceedings, or in order to enforce or apply our

[Terms and Conditions](#) which apply to your accounts or to protect the rights, property, or safety of State Bank of India, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

- If we use third parties to process Your Information on our behalf, for example, we use third parties to host the Site and to maintain our IT systems. Where we use third parties to process Your Information on our behalf we will ensure that they have adequate security measures in place to safeguard Your Information.
- When you have consented to be contacted for such purposes, we will disclose Your Information to carefully selected third parties for marketing purposes so that they can contact you about products or services that they think may be of interest to you.
- The third parties may include credit reference and fraud prevention and law enforcement agencies and identity and address verification agencies who may record and use Your Information and disclose it to other organisations for debt tracing, fraud and money laundering prevention purposes.

YOUR RIGHTS

You have the right to ask us not to process Your Information for marketing purposes. We will only use Your Information for such purposes where you have consented to this. If you do not want to receive any marketing information from us and you wish us to stop using Your Information for marketing purposes, please contact us at customerservices@sbilondon.com.

If you would like to update or amend Your Information, please contact us at customerservices@sbilondon.com.

Our Site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal information to these websites.

ACCESS TO INFORMATION

You have the right to request a copy of Your Information and to have any inaccuracies corrected. We will ask for confirmation of identity before we disclose any of Your Information and may charge an administration fee to meet our costs in providing you with details of the information we hold about you. Please address requests to: customerservices@sbilondon.com.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our Privacy Policy in the future will be posted on this page. It is important that you review this Privacy Policy regularly to ensure that you are aware of any updates.

CONTACTING US

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to chief.acct@sbilondon.com

STATE BANK OF INDIA

Terms and Conditions

Effective from 1 November 2009

STATE BANK OF INDIA

Terms and Conditions

Effective from 1 November 2009

Terms and Conditions for your Account

1. Introduction

These **Terms and Conditions** contain important information which **you** should read carefully as they explain **our** obligations to **you** and **your** obligations to **us**.

You should also check **our Website** for product specific terms and conditions and for **our Tariff of Charges**, which apply to **your** dealings with **us**, as these also form part of **our** contract with **you**.

You should read all these **Terms and Conditions** carefully and keep them in a safe place for future reference, as they form a legal contract between **you** and **us**.

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

General Terms and Conditions

Meaning of Words

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

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

- **Banking Hours** means the hours **your** branch is open for business;
- **Base Rate** means the base rate set by the Bank of England or any successor authority that takes over responsibility for setting such a rate;
- **BIC or Swift code** is an alphanumeric code of 8 or 11 characters used for making international payments through the swift system;
- **Cut-off Time** means the UK time within which a transaction or a request should be made by **you** in order to be processed on the same **Business Day**. **Cut-off Time** depends on the cut-off time for the particular method of making or receiving payments. Cut-off time also depends on the currency in which the payment is to be made or received for example “cut-off” time for making a Sterling payment is 1.00pm, for making a cash payment is 4pm, and for Euro it is 12.00 pm. Instructions for payment in US Dollar can be given up to 2.00 pm. Also “cut off” time is different for each of **our** branches. **You** may contact **your Account** maintaining branch for information on the **Cut-off Time** specific to **your** branch;
- **General Terms and Conditions** means the general terms and conditions applying to **your Account** and dealings with **us**.
- **IBAN** (International Bank Account Number) is a unique identification number issued by **us** for a customer **Account** which has the bank branch identification along with the **Account** number;
- **Sort Code** is a 6 digit identifier code used for making bank to bank payments within the UK;
- **Specific Terms and Conditions** means the specific terms and conditions which apply to **your Account** in addition to the **General Terms and Conditions**.
- **Transaction Time** means the time taken for processing a customer request;

- **Tariff of Charges** means the Schedule of Charges as amended from time to time in accordance with the **General Terms and Conditions** and provided to **you** at the time of opening the **Account**;
- **Terms and Conditions** means this document and **specific terms and conditions**.
- **Website** means **our** internet presence at www.sbiuk.com and for internet banking www.onlineSBIglobal.com;
- **Working Days** means Monday to Friday except public holidays;
- **"we", "us" and "our"** means State Bank of India;
- **"you", "your" and "yourself"** refers to each person who is named as the **Account** holder and it refers to any company or other business entity which is an **Account** holder. If there is more than one of **you** then it refers to all of **you** individually and jointly. **We** explain more about what this means for joint **Account** holders in sections 2 and 17.1 below.

2. Opening an Account

2.1 **Accounts** can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework.

2.2 **Our** application form for the **Account** for which **you** are applying will contain the eligibility criteria for opening that **Account**. **You** should read the application carefully to ensure that **you** are eligible. The information contained in the application form, including that filled in by **you**, forms part of **our** contract. If **you** have any queries please contact **us** on **08081680304**

2.3 If **you** are an individual, **you** may be able to register with **us** to receive interest gross. Otherwise interest will be paid net of income tax at the prescribed rate. Interest on **Accounts** is subject to deduction of tax at the lower rate, unless we have received a completed HMRC Form R85.

2.4 The agreement between **us** relating to the **Account** is made up of these **Terms and Conditions** and includes any other special conditions such as interest rates, notice periods and charges whether on **our Website** or in paper form. Please see sections 6.2 and 15.1 for details of when **we** may make changes to these **Terms and Conditions** or **your Account**.

Proof of your identity and address

2.5 When **you** open an **Account** with **us**, **we** need to obtain sufficient proof of **your** identity and address to enable **us** to satisfy **our** legal obligations and protect **you**, the public and **us** against fraud and misuse of the banking system. Please note that in some instances **we** may need to ask **you** to send in further information or documents or ask **you** to visit **your** local branch. From time to time **we** may also need to update the proof of identity and address **we** hold for **you** or make any other enquiries necessary.

2.6 Until **we** have sufficient evidence to verify **your** identity and address, **we** will not permit payments from **your Account**.

2.7 **You** may have more than one **Account** with **us** and these **Terms and Conditions** will apply to each **Account** unless **you** are otherwise notified.

Joint Accounts

2.8 Anyone who is eligible to open an **Account** with **us** may be accepted by **us** to open a joint **Account**.

2.9 **We** are not able to treat the tax status of each of the joint **Account** holders differently for the purposes of applying interest, so unless **you** are all eligible to receive interest gross **we** will pay interest net of tax. For further details please see section 6.4 below.

2.10 Each joint **Account** holder is responsible for complying with these **Terms and Conditions**. If one of **you** breaks any of the terms of **your** agreement with **us** **we** are able to take action against any or all of **you**.

2.11 If **we** find out that any one of **you** is declared bankrupt, **we** may put a hold on the joint **Account** and refuse to pay out any amount from it until **we** receive instructions from the **Account** holder who has not become bankrupt and the person appointed to handle the bankrupt person's assets.

2.12 **We** will send statements to each of the **Account** holders, but **you** can opt out of receiving more than one statement, in which case **we** will send the statement relating to **your Account** to the first named **Account** holder, unless **you** otherwise advise **us**. If **you** opt out of receiving more than one statement then a notice to the first named **Account** holder/the one **Account** holder counts as a notice to all of **you**.

2.13 **Unless you** have previously given **us** instructions to the contrary, **we** are entitled to accept the authority of any joint **Account** holder to give instructions on behalf of all other **Account** holders relating to the **Account** until it is cancelled by any such other joint **Account** holders, or treated by **us** as cancelled as described in section 13 or by operation of law.

2.14 If any one of the joint **Account** holders tells **us** of a dispute between them, **we** may treat this as notice of cancellation of the authority of any single joint **Account** holder. If **we** do, any further transactions will need the authority of all the joint **Account** holders.

2.15 In the event of the death of any joint **Account** holder, then subject to any rights **we** or a third party may have, any money in the **Account** will be at the disposal of the survivor(s).

2.16 **We** may make information about a joint **Account** available to any other joint **Account** holder by telephone, letter or electronically.

3. Instructions

3.1 Any request or instruction should be given in writing signed by the **Authorised Signatory**. Firms, companies and other organisations should use their letterhead in giving instructions. **We** do not accept instructions by email or over the telephone.

3.2 Unless agreed in writing with **us** personal customers may not issue instructions by fax or as a scanned copy by email or by email.

3.3 Instructions by fax and/or as a scanned copy by email can only be accepted from corporate customers if **we** have agreed to this in writing.

3.4 All instructions given to **us** should be in English.

4. Third Party Mandates

4.1 The **Account** holder(s) can authorise another person to operate the **Account** by executing a third party mandate in **our** standard format. The **Account** holder(s) will continue to be responsible for the actions or omissions of the mandate holder.

5. Paying into your Account

5.1 Once **your Account** is open, **you** can make further payments into **your Account**:

- by instructing another bank or building society to make an electronic BACS transfer from **your Account** with them to **your Account** with **us**;
- by visiting one of **our** UK branches and depositing a cheque or cash with one of **our** cashiers;
- by bank credit across the counter at any UK bank or building society using one of **our** paying-in slips. These institutions may charge for the service;
- by standing order through another bank or building society;
- by post with a paying-in slip or letter to **your Account** holding branch. Please do not send cash by post;
- by CHAPS, an electronic same-day payments system, within the UK;
- or by international electronic transfer from other countries. Please ask **us** for details.

Paying in by cheque

5.2 When **you** pay a cheque into **your Account** through another bank, the value of the cheque is added to **your Account** balance on the date **we** receive the funds, which is

normally two **Working Days** after **you** have paid it in. When **you** send a cheque to **us** by post, the value of the cheque is added to **your Account** balance on the date **we** receive it and pay it into **your Account**. In both cases, they are 'uncleared' funds and not yet available to **you** for withdrawal. **We** must first ask the bank of the person who issued the cheque to confirm they will pay **us** the value (to 'clear' the cheque). If the other bank refuses to pay **us** its value, the value of the cheque is deducted from **your Account** as at the date it was added.

5.3 If **you** paid the cheque in at another bank, the funds will be available for withdrawal on the fifth **Working Day** after they were added to **your Account**. If **you** sent the cheque to **us** by post, the funds will be available for withdrawal on the fourth **Working Day** after they were added to **your Account**.

5.4 **We** pay interest on cheques from the fourth **Working Day** after they have been added to **your Account**. For example if **you** pay a cheque in on Monday before the **Cut-Off Time** we will pay **you** interest from Friday.

Cleared funds

5.5 The value of the cheque will become 'cleared' funds by the end of the fifth Working Day from the Working Day when the funds were added to **your Account** (provided they are deposited before the **Cut-off Time** on a **Working Day**). This means that the funds cannot be reclaimed from **you** as a result of a cheque being returned unpaid.

5.6 Proceeds of foreign currency cheques deposited and cleared in the **Account** will be converted at the exchange rate in use by **us** on the day of conversion. If proceeds are received by **us** in a currency other than the currency in which the cheque was drawn, **we** will not accept liability for any loss that may occur as a result of fluctuations in foreign currency exchange rates. All foreign currency cheques will be subject to **our** collection fee set out in **our** Tariff of Charges, and those of the drawee bank wherever applicable.

5.7 When **you** pay cash into **your Account**, **your** funds will start earning interest from the day the funds are paid into **your Account**, provided the funds are received before the **Cut-off Time**. When **you** pay cash or make an electronic transfer into **your Account** through another bank, the funds will normally be available to withdraw on the third **Working Day** after **we** receive them.

5.8 If a cheque which **you** have paid into **your Account** is returned unpaid, its value will be deducted from **your Account** together with **our** cheque return charges set out in **our Tariff of Charges**. **We** will inform **you** when this has been done. Depending on the reasons why the cheque was unpaid, **we** will either ask for payment again from the bank of the person or business that issued it, or return it to **you**.

5.9 Cash is accepted only at **our** counters and during **our Banking Hours** before the **Cut-Off Time**, subject to satisfactory proof of source of funds. Cash handling charges apply as set out in **our Tariff of Charges**.

5.10 Payments into **your Account** will be credited on the following **Working Day** with the appropriate value date as outlined above. The transaction may take longer time if **your** instructions are incomplete or partially incorrect or in any way gives rise to suspicion in which case the matter would be investigated before any decision is taken regarding application of funds. **We** will not be held liable for such delays and no back valuation will be permitted in such cases.

6. Interest

6.1 When you have money in your Account, you will be eligible for credit interest. We will work this out on the amount actually in your Account at close of business each Working Day, this does not include cheques that have not cleared. You start earning interest on your Account from the day that cash funds are added to your Account. Interest is calculated on a daily basis according to our interest rate schedule available from your local branch we credit interest in accordance with these Terms and Conditions and our interest rate schedule.

6.2 **We** may vary the **Account** interest rate for any one or more of the following reasons:

- if there is a change in relevant law, regulation, code of practice or to reflect a recommendation, requirement or decision of any applicable court, ombudsman, regulator or similar body;
- to reflect any change in the **Base Rate**;

- to reflect changes or expected changes in the costs **we** pay to others and/or changes in inflation, or the costs of the services or facilities **we** provide;
- to reflect any change in interest rates charged by other UK competing banks or financial institutions;
- to reflect any changes in money market interest rates or the cost to **us** of money **we** lend;
- to reflect any reorganisation of **our** business by it being acquired by or by **our** acquiring another bank or organisation
- to reflect any event beyond **our** reasonable control.

6.3 Any interest rate changes may be effective immediately. New rates will be published on **our Website** within three **Working Days** of a change. **We** will let **you** know of any changes in interest rates within 60 calendar days by letter, e-mail, publishing in **our** branches or through **our Website**. Details of **our** current interest rates will be published on **our Website** and on any communication **we** send **you**. If **you** wish to change or close **your Account** due to notice of a reduction in rates, **you** must notify **us** within the 60 calendar day period. If **you** do not notify **us** **we** will consider that **you** have accepted the change.

6.4 **We** will pay **you** interest after deduction of tax at the applicable rate. If **you** are eligible and have completed, signed and returned to **us** the correct form from HMRC **we** will pay **you** interest gross. Please note if **you** are joint **Account** holders then **we** will always pay interest net of tax unless both of **you** are eligible for interest gross for which **you** would each have to provide a form as outlined above.

6.5 **We** will maintain a list of the historic rates for **your Account**, for savings and current accounts. **You** can access these historic rates either by viewing **our Website** or by requesting a copy by telephoning **us** on 08081680304 **We** will also provide **you** with a copy once a year with **your** statement as set out in section 18.

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

7. Payments out of your Account

7.1 **You** can make payments from **your Account** as long as there are enough available funds in **your Account** to cover the payments. **We** will take into account any other payments which **we** have paid or agreed to pay from **your Account** that day, or which have been authorised for that day, such as standing orders and direct debits. When a payment or standing order is due on a day which is not a normal **Working Day**, **we** will make the payment on the next **Working Day**. Please note that **we** do not offer overdraft facilities or any borrowing facilities on any personal savings **Accounts** and may refuse to make payments where there are insufficient available funds irrespective of funds **you** may hold in other **Accounts** with **us**. **We** will charge **you** a fee - as shown on **our Tariff of Charges**- if **we** have to refuse a payment.

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

- transfer funds by BACS to a specified account at another UK bank; please ensure that **you** provide **us** with **your** beneficiary's account details each time **you** want **us** to make a payment on **your** behalf. Allow at least three **Working Days** from the day **we** receive **your** instructions for these transfers to clear. The funds will be taken from **your Account** on the day **we** initiate the payment in accordance with **your** request and will arrive in the beneficiary's account two **Working Days** later.
- transfer funds by CHAPS, an electronic payments system, to another bank account within the UK; funds are cleared on the same day. Please refer to **our Tariff of Charges** for **our** charges for this service.
- transfer funds to a bank account in another country by international electronic transfer. Please enquire for further details. If **you** want to make a payment in a currency other than sterling, please contact **us** and **we** will advise **you** how this can be done and what **our** charges will be. The bank receiving the payment may also impose charges that are outside **our** control.

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

7.4 **You** can request **us** to stop payment of a cheque. Such request should be in writing mentioning **Account** and cheque details and signed by **Authorised Signatory**. There is a charge for this service as set out in **our Tariff of Charges**. **You** should take care when issuing a cheque to prevent forgery. All **our** cheques are marked 'A/C Payee' and are payable only through the payees **Account**. **You** can request a banker's cheque or draft in **your** known name or a third party by making a written request. Charges as mentioned in **our Tariff of Charges** will apply for the same.

7.5 Withdrawals may be allowed by way of direct debits received through clearing.

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

7.7 Any payment made by electronic transfer including through **Swift** will be sent to the beneficiary's bank on the same day. However, the value date on which the beneficiary's account will be credited will depend on the beneficiary's bank. In case of payments requested in currencies other than the currency of the **Account**, the currency conversion would be done at **our** exchange rate that applies on the day of the conversion.

7.8 Payments made out of **your Account** would be based on the information provided by **you**. In case the information provided by **you** is incorrect **we** will make reasonable efforts to recover the funds involved in the payment transaction and may charge **you** for any

reasonable costs incurred in recovering **your** funds.

7.9 **We** no longer accept standing orders for outward payments from deposit **Accounts**.

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

7.11 For security reasons, we may contact you by telephone or by email to seek confirmation of a payment request received through a messenger, by post or by fax.

7.12 You must notify us of any loss suffered by you on any Account or any unauthorised or incorrectly executed payment transactions as soon as you become aware of them but not later than 13 months from the date of debit in the Account, otherwise we shall not be liable to you. However, this condition shall not apply if we fail to provide you with the information of the payment in line with Section 18.1 of these Terms and Conditions.

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

8. Transaction Processing Time

8.1 The processing time for payments into and out of **your Account** may be more than the time set out in Sections 5 and 7 due to the following reasons:

- defective request or insufficient or incorrect details in **your** instructions to **us**;
- to comply with **our** legal or regulatory obligations;
- order by a competent court;
- order or stipulation by any other law enforcing body;
- business disruption on account of natural calamity, riot, war, terrorist activity, industrial action, equipment failure or any such event which is

beyond **our** control.

In above circumstances, **we** will not be liable for any delay or loss suffered by the **Account** holder(s).

9. Right of Set Off

9.1 **We** may use any **Account/s** held by **you** with **us** which are in credit to reduce or repay any amount **you** may owe to **us** in other **Account/s** held by **you** in the same name. In the process **we** may appropriate fixed deposit/s held by **you** with **us** for a certain period along with the interest payable by **us**. In cases where the credit balances are in a different currency than the balances owed to **us**, then the currency conversion would be done at the prevailing market rate.

10. Cheques you issue

10.1 If **your Account** has a cheque facility and **you** issue a cheque on **your Account**, it will normally be deducted from **your Account** two **Working Days** after the recipient pays it into their **Account**. For example, a cheque paid in on a Monday will normally be deducted from **your Account** on a Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England and Wales, or any account held at a non-clearing bank.

11. Charges

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

11.2 If **we** increase any of these charges or introduce a new charge, **we** will tell **you** at least 60 calendar days before the changes take effect. **We** will tell **you** the charge for any other service or product before **we** provide it to **you**, and at any time should **you** request it. Before **we** deduct charges for standard **Account** services from **your Account**, **we** will give **you** at least 14 calendar days notice of how much **we** will deduct.

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

11.4 Payments from **your Account** will be made in accordance with the notice period applying to **your Account**. **You** choose this notice period when **you** open **your Account**. For example, if **your Account** is on 90 calendar days' notice, **you** will need to allow 90 calendar days from the day **we** receive **your** instructions before **we** make the payment. **You** can give notice for a withdrawal by telephone or fax. However, **we** will only carry out the withdrawal if **we** have received confirmation of **your** request in writing which also notes the date of **your** original call or fax before the date **you** want the payment to be made.

12. Early Access Charge

12.1 Where restrictions on access apply to savings account **you** may have early access to **your** savings at short notice (a minimum of one **Working Day**) but, unless **we** have agreed otherwise, **we** will charge **you** the interest due on the amount withdrawn for the part of **your** notice period for which **you** have not given notice. So if **you** withdraw £500 on 15 calendar days' notice from an **Account** set up on 90 calendar days' notice, then the interest **you** would have earned on that £500 for 75 calendar days (i.e. 90 - 15) will be deducted from **your Account**. However this provision will not apply and you will get a full capital refund if **your Account** has been opened with **us** for less than the notice period.

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

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

13. Closing your Account

13.1 **You** may close **your Account** at any time. Additionally for a period of 30 calendar

days after the date **you** open **your** Account with **us**, **you** have the right to cancel **your** contract with **us** by closing **your** Account. Subject to 11.4 and 12.1 above, the funds deposited will be returned to **you** together with any interest earned except for **our** Fixed Deposit and Notice Account please see the **Specific Terms and Conditions**. No charges will be levied for cancelling the **Account** within this initial 30 calendar day period from **Account** opening.

13.2 **We** may close **your** Account if **you** fail to operate **your** Account in accordance with these **Terms and Conditions** or regularly fail to ensure that there are sufficient cleared funds in **your** Account to make requested payments. If **we** close **your** Account, **we** will write to **you** and, unless there are exceptional circumstances including but not limited to unauthorised borrowing, **we** will give **you** 60 calendar days' notice of **our** intention to close **your** Account(s). **We** will repay any credit balance to **you** and **we** may require **you** to repay any money owed to **us**. Please see section 17 on **your** liability to **us**.

14. Dormant Accounts

14.1 If **you** have money in a dormant **Account**, it will always be **your** property (or if **you** die it will become part of **your** estate). This is the case no matter how many years pass.

14.2 Please note that **we** may suspend operation of an **Account** that has been inactive for at least 12 months. Before reactivation of a dormant **Account**, **you** may be required to provide suitable evidence of **your** identity and **your** legal claim on the **Account**.

15. Changes to these terms

15.1 **We** may from time to time amend **our** **Terms and Conditions** for the following reasons:

- if the change is favourable to **you**;
- to comply with **our** legal obligations;
- to reflect changes in general banking practice;
- to reflect regulatory changes;
- where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent Court or any other law enforcing body;
- to reflect changes in costs associated with the relevant technology, the costs **we** pay to others relating to the **Account** or services and/or **our** costs of providing the **Account**, service or facilities.

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

email or by post.

15.3 If **we** decide to make any change to these **Terms and Conditions** **we** will give **you** 60 calendar days' notice of the change. If **we** make any changes to these **Terms and Conditions** that does not disadvantage **you**, **we** may make them immediately and tell **you** about them within 60 calendar days of having done so.

15.4 If the changes are not to **your** advantage **you** may wish to close **your Account** within 30 calendar days of the date of the notice of the changes. If **you** reject the proposed changes, **we** may take this as a rejection of the contract with **us** and a notice of termination. **We** will contact **you** to before **we** close **your Account**. If **we** do not hear from **you**, **we** will consider that **you** have accepted the changes **we** have made to the **Terms and Conditions**.

16. Our liability to you

16.1 If **we** do not carry out **your** request or delay doing so or do not do carry out **your** request correctly, **we** will be liable for any direct loss as a result and the amount of interest that **you** did not receive from **us** as a result of **our** failure or late action or mistake if 16.2 below does not apply. **We** will not be responsible to **you** for any indirect losses or losses that **we** could not reasonably have expected to foresee or to occur.

16.2 **Our** responsibility in relation to section 16.1 above is subject to the following.

16.2.1 **We** will not be responsible to **you** for any loss **you** may suffer if **we** or any of **our** agents or correspondents are prevented from or delayed in providing **you** with any banking or other services due to compliance with laws preventing money laundering, fraud or terrorist financing, strikes, industrial action, failure of equipment or supplies, or other causes beyond **our** reasonable control.

16.2.2 **We** will not be responsible for any payments from the **Account** or any loss **you** may suffer including any indirect loss, caused by:

- **your** failure to keep **your** password, user name and memorable word or other confidential information about **your Account** secure;
- **your** failure to take all reasonable precautions to prevent unauthorised or fraudulent use of **your** password, user name or memorable word or

other confidential information about **your Account**; or

- **your** failure to comply with the security obligations set out in these **Terms and Conditions** and the security recommendations on **our Website**.

17. **Your liability to us**

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

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

18. **Statements**

18.1 Statements for all **Accounts** are issued in July and January free of charge. Statements are additionally issued in April and October for **Accounts** with a cheque facility. **You** can also choose a statement frequency that results in a statement every time there is a transaction on **your Account** or **you** can choose another frequency, for example weekly or monthly. **You** can also contact **us** and request an up to date statement for **your Account** at any time, free of charge.

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

19. **Internet banking**

19.1 If **you** have indicated that **you** would like **us** to provide internet banking services, the following terms and conditions also apply for those **Accounts** registered for online banking. As with the **General Terms and Conditions**, **we** may change the following terms and conditions in this section 19 at **our** discretion and give **you** at least 60 calendar days written notice, except where specifically stated otherwise. The changed terms and conditions will apply from the date specified in the notice.

19.2 Section 19 sets out the rules governing **your** internet access to **your Account(s)** and explain **our** obligations to **you**, and **your** obligations to **us**, when operating these **Accounts**.

19.3 **We** offer Online Banking facilities to all **Account** holders. Please log on to <https://www.onlinesbiglobal.com/64GB/web/Index.htm> and download a registration form for individual accounts and Corporate Registration form for Company/business accounts. The completed registration form should be sent to the Branch Manager where **you** have **your Account**.

19.4 **You** will then be sent **your** ID, password and transaction password for internet banking. 'Net banking' enables **you** to do the following:

- View **your Account** on line
- Transfer funds between **Accounts**
- Make payments
- Pay bills
- Remittances
- Order drafts
- Request cheque books
- Other related enquiries

Use of websites

19.5 **You** can access **your Accounts** through the **Website** after **you** receive the User ID and passwords sent to **you** by **us**.

19.6 Service will be available in respect of all operating **Accounts with the same account identifier** which **you** have mentioned in **your** application. All other **Accounts** not listed in the registration form will be available on the **Website** for the purpose of enquiry only.

19.7 All requests received from **you** are logged and transmitted to **your** local branch for their fulfilment. The requests became effective from the time these are recorded/registered at the respective branch.

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

Availability of internet banking services

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

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

Instructions

19.11 For the purposes of this section 19 and the web requirements **you** agree:

(1) to provide written confirmation of **your** request to make a withdrawal from **your Account**; and

(2) to provide all other instructions in relation to the operation of **your Account** in writing (unless **we** have made other specific and documented arrangements), **you** can comply with these requirements by providing **us** with the relevant details using **your** authenticated security details on **our Website**.

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

Security notice

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

- keep **your** computer secure. Make sure that any computer **you** are using benefits from up-to-date anti-virus and spyware software and a personal

firewall. If **you** use a public computer (for example, in an internet café), **you** should ensure **you** do not leave any personal details stored on that computer after **you** have finished using it;

- keep **your** username and passwords secret. This includes but is not limited to taking the following precautions:
 - destroying any password notification immediately after receipt from **us**;
 - never writing **your** password or username details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else;
 - taking all reasonable care to ensure that no-one sees **your** password or username when **you** use them;
 - **you** are advised to avoid choosing a password that is generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving license/car number etc;
- treat e-mails **you** receive with caution and be very wary of e-mails or calls asking **you** to reveal any personal security details. **We** or the police will never contact **you** to ask **you** for **your** internet banking password or username information;
- always access **our Website** via the www.sbiuk.com or by typing the address into **your** web browser. Please ensure that **you** double check the spelling is correct when typing **our** address into the browser, before using the **Website** that **you** are directed to. **We** will never send **you** an e-mail with a link through to **our** internet banking **Website**;
- follow any further security advice **we** may offer from time to time on **our Website**;

- Visit www.banksafeonline.org.uk for more useful information.

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

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

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

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

regarding security details.

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

Client browser

19.17 **Your** client browser must be Javascript enabled.

19.18 Any amendments to the functionality listed above will be notified to **you** within **your** secure internet banking session.

Transactions

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

19.20 Transactions carried out in internet banking for transfer of funds within the UK or bill payment by **the Cut-Off Time** will be processed on the same **Working Day**. Instructions received after **the Cut-Off Time** will be processed on the next **Working Day**. The transfer of funds or bill payments will be made through the BACS payment system.

19.21 An instruction will only be accepted by **us** if it has been effected through the internet service using **your** User ID and password. **We** will not further check the authenticity of an instruction.

19.22 **We** may refuse to act on an instruction, for example if the transaction exceeds a particular value or other limit such as the transactions will create an overdraft or exceeds an agreed overdraft limit.

19.23 **You** may terminate **your** internet services by sending a Termination Notice to **us**. Such termination will be effective from the date **we** receive the Notice.

19.24 Banking instructions to pay money from **your Account** may not be cancelled once **you** have authorised them and **we** have accepted them, unless **we** agree to do so at **our**

discretion. If **we** do agree **we** may make a charge as set out in **our Tariff of Charges**.

Statements

19.25 If **you** have opted to continue receiving **your** statements in paper format, they will be sent to **you** at the same frequency as currently set on **your Account**. [**You** may change this from the within internet banking section of **our Website** at any time].

19.26 If **you** have opted to receive statements online, please note that official reminders of their availability will only be e-mailed to **you** bi-annually (January and July). If **you** have elected to have them produced more frequently, they will be available within **your** Internet banking area but **we** will not tell **you** each time one is produced. In both cases **you** will be able to view (and print) all **your** transactions between particular dates online at any time.

19.27 **You** are required to check the record of **your** transactions and statement of **Account(s)** sent to **you** from time to time and discrepancy/(ies) if any, should be notified to **us** immediately.

Joint Accounts

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

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

Variation/Termination

19.30 **We** may at any time vary or terminate some or all of **our** internet banking services. In the case of any material variation, or termination, **we** will give **you** as much notice as **we**

reasonably can in the circumstances. Changes will be notified to **you** through a notification on the **Website**.

19.31 For any help, please call our Internet Banking Department on 020 7600 6444 or write to us at the following address:

Application Administrator (Internet Banking)
State Bank of India
15 King Street
London
EC2V 8EA

20. Confidentiality

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

- **we** are legally required to disclose;
- **we** have a public duty to disclose;
- **our** interests mean **we** must give the information (for example, to prevent fraud). However, **we** will not use this as a reason for giving information about **you** or **your Account** (including **your** name and address) to anyone else, including other companies in **our** group for marketing purposes without **your** consent;
- the disclosure is made with **your** consent;
- this is as set out in section 21 below;
- this is as set out in **our** Privacy Policy.

21. Data Protection

21.1 State Bank of India is a data controller registered with the Information Commissioner

under number Z552946X

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

What Your Information includes

21.3 **Your Information** includes information which **we**:

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

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

How We Use Your Information

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

Use of Your Information for Marketing Purposes

21.5 With **your** permission **we** and other members of the State Bank of India group of companies may use **Your Information** to inform **you** by letter, telephone, text messages, digital television, email and other electronic methods about products and services (including those of others) which may be of interest to **you**. **If you do not want us to contact you about such products and services please let us know by writing to us at State Bank Of India 15 King Street London EC2V 8EA mgr.operations@sbilondon.com**

Third Parties with whom we may share Your Information

21.6 **We** may share **Your Information** with the following third parties, wherever located:

- a) other companies within the State Bank of India group of companies (which means **our** subsidiaries, **our** ultimate holding company and its subsidiaries);
- b) **our** partners and companies and organisations that provide services to **us** or assist **us** or act as **our** agents including but not limited to sub-contractors and professional advisors;
- c) anyone to whom **we** may transfer **our** rights and/or obligations under any agreement **we** have with **you**;
- d) any third party as a result of any restructure, sale or acquisition of any company within the State Bank of India group of companies;
- e) **your** advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by **you**;
- f) credit reference agencies and fraud prevention agencies;
- g) where **we** have a duty to do so, or if law or regulation allows **us** to do so.

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

Transfer of Your Information Overseas

21.7 **We** may transfer **Your Information** to another company in the State Bank of India group of companies or to a service provider or agent in another country (including countries outside the EEA) for the purposes stated in condition 21.4 above. **We** will make sure that the group company, service provider or agent agrees to apply the same levels of protection as **we** are required to apply to **Your Information** and to use **Your Information** in accordance with **our** instructions.

Credit Reference Agencies and Fraud Prevention Agencies

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

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

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

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

Credit reference agencies keep a record of **our** enquiries and may record, use and give out information **we** give them to other financial institutions, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the UK. **We** can provide the names and addresses of the credit reference and fraud prevention agencies **we** use if **you** would like a copy of **Your Information** held by them. Please contact **us** at 15 King Street London EC2V 8EA if **you** want to receive details.

Right to receive a copy of Your Information

21.9 **you** can ask for a copy of **Your Information** by writing to **us** at 15 King Street London EC2V 8EA. **We** may charge an administration fee to meet **our** costs in providing **you** with details of **Your Information**.

Where to find further information

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

22. Bankers' references

22.1 **We** will only provide bankers' references or bankers' opinions in reply to a status enquiry about **you** if **you** have given **your** written consent. A copy of the reply will be available to **you** on request. If **you** would like to know more about the way that bankers' references work and **our** charges, please let **us** know.

23. General

23.1 The operation of the **Account** will be governed by English Law. The language **we** will use in our communications will be English. These **Terms and Conditions** are governed by English Law.

23.2 Please tell **us** straight away if **you** change **your** name, address, or contact details. If **we** do not hold correct information **we** may suspend **your Account** to protect **us** both.

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

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

24. Miscellaneous

24.1 **We** may change **our Banking Hours**, availability of banking branches by display of notice in **our** branches or in the press or by post or by posting on **our Website**.

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

25. Complaints

25.1 If **we** do not deliver the standard of service **you** expect, or if **you** think **we** have made a mistake, please let **us** know. **You** can call **us** on 02074544391 or email us at chief.fo@sbilondon.com or write to **us** at:

Chief Financial Officer
State Bank of India
15, King Street
London
EC2V 8EA

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

25.3 In the unlikely event that **you** remain dissatisfied with **our** response or **we** have not sent **you** a final response within 8 weeks of the original complaint, **you** have a right to take **your** complaint to the Financial Ombudsman Service (FOS).

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

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone number: 0845 080 1800
Website: www.financial-ombudsman.org.uk

26. Regulatory Information

26.1 State Bank of India is established in the UK with company number BR000696 at 15 King Street, London, EC2V 8EA. This is **our** Head Office. **We** are authorised and regulated by the Financial Services Authority (FSA). **Our** FSA Firm reference number is FRN 139156 and **you** can check **our** details online on the FSA register by going to www.fsa.gov.uk.

26.2 State Bank of India is a member of the Financial Services Compensation Scheme (the "Scheme") established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the bank. For joint Account holders the maximum limit applies to both Account holders (i.e. £85,000 per Account holder). Most depositors, including individuals and small firms are covered. Large businesses are generally excluded from the Scheme. More information can be found at the Scheme website www.fscs.org.uk or by calling them on 020 7892 7300.

