



General Terms and Conditions

State Bank of India (UK) Limited
Terms and Conditions
Effective from 28 July 2023

Terms and Conditions for your Account

sbiuk.statebank
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Contents

Introduction	1
Part 1: General Terms and Conditions	2
Meaning of Words	2
Opening an Account	3
Account Security	4
Proof of your identity and address	5
Joint Accounts	5
Instructions	6
Third Party Mandates	6
Paying into your Account	6
Paying in by cheque	7
Cleared funds	8
Interest	8
Payments out of your Account	9
Transaction Processing Time and suspension of your services	12
Right of Set Off	13
Cheques you issue	13
Charges	13
Early Access Charge	14
Closing your Account	14
Dormant Accounts	16
Changes to these terms	16
Our liability to you	16
Your liability to us	18
Statements	19
Internet banking	19
Use of websites	20
Availability of internet banking services	20
Instructions	21
Security notice	21

Client browser	23
Transactions	23
Joint Accounts	24
Variation/termination	24
Confidentiality	24
Data protection	25
General	25
Miscellaneous	26
Resolving your complaint	26
Regulatory Information	27
Part 2: Specific Account Terms and Conditions	29
Debit Card Terms and Conditions	29
Introduction	29
Issuing a card	29
Making payments using your card	30
Self-service machines	30
Payments and your Account	31
Charges	31
Security	32
What you must tell us	32
Suspending and withdrawing your use of the card	33
Responsibility for unauthorised transactions	33
Ending your use of the Card	34
Disabled customers	34
MasterCard Secure Code Terms and Conditions	34
Part 3: Remittance terms and conditions	37

Introduction

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

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

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

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

Part 1: General Terms and Conditions

Meaning of Words

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

- **Account** means **your State Bank of India (UK) Limited 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 the **Branch** with whom **you** are dealing 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;
- **Branch(es)** means the **UK branches** of **State Bank of India (UK) Limited**;
- **CHAPS** means the Clearing House Automated Payment 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 **Working Day**.
- **Cut-off Time** depends on the cut-off time for the particular method of making or receiving payments.
- **Cut-off Time** also depends on the currency in which the payment is to be made or received. Details of the Cut-off times are given in the **Cut-off Time Leaflet** and are also available on **www.sbiuk.com**;
- **Cut-off Time Leaflet** means details of cut-off times for various payment methods 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**;
- **FCA** means the Financial Conduct Authority and any successor bodies from time to time;
- **General Terms and Conditions** means the general **terms and conditions** applying to **your Account** and dealings with **us** and set out in Part 1 of these **Terms and Conditions**;
- **IBAN** (International Bank Account Number) is a unique identification number issued by **us** for a customer **Account** which has the bank **branch** identification along with

the **Account** number;

- **Sort Code** is a 6 digit identifier code used for making bank to bank payments within the **UK**;
- **Specific Terms and Conditions** means the product **specific terms and conditions** relating to **your Account**. These are made available to **you** at the time of opening an **Account**, are displayed on **our Website**, and there are also **Specific Terms and Conditions** contained in Part 2 of these **Terms and Conditions**;
- **State Bank of India (UK) Limited (SBI)** means **State Bank of India (UK) Limited UK**;
- **Tariff of Charges** means the schedule of charges as amended from time to time in accordance with the General **Terms and Conditions** and provided to **you** at the time of opening the **Account**;
- **Terms and Conditions** means this document, consisting of Parts 1 & 2, **Specific Terms and Conditions**, **our Tariff of Charges** and **our** application form;
- **UK** means the United Kingdom;
- **Unclaimed Balance Account** is as defined in section 16.2 below.
- **Unique Identifier** means the unique identifier **we** ask **you** for in connection with **your** initiation of a payment transaction, such as the **IBAN**, IFSC code, or **Branch** and **account** code.
- **Website** means **our** internet presence at www.sbiuk.com and for internet banking www.onlineSBIGlobal.com and such replacement URLs as **we** may direct **you** to from time to time;
- **Working Days** means from 9am to 5pm Monday to Friday except public holidays;
- **"we", "us" "our"** and **"State Bank of India (UK) Limited"** means **State Bank of India (UK) Limited** registered at Companies House with foreign company registration number FC004460 and **UK** established **branch** number BR000696 registered at 15 King Street, London, EC2V 8EA; and
- **"you"** and **"your"** refers to each person who is named as the **Account** holder and it refers to any company or other business entity which is an **Account** holder. If there is more than one of **you** then it refers to all of **you** individually and jointly. We explain more about what this means for joint **Account** holders in sections 4 and 19.1 below.

1.2 Where there is a conflict between the General **Terms and Conditions** and the **Specific Terms and Conditions** the **Specific Terms and Conditions** shall apply

Opening an Account

2.1 **Accounts** can be opened by individuals, partnership firms, micro-enterprises, corporates 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.
- 2.3 All the interest **we** pay **you** will be without any tax deducted i.e. paid at gross rate.
- If the total amount of interest **you** receive exceeds any Personal Savings Allowance to which **you** are entitled, **you** may have to pay tax at the applicable rate. It is **your** responsibility to ensure that this tax is paid. This would need to be paid directly to HM Revenue & Customs ('HMRC'). For more information, please visit gov.uk.
- 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 8.2, 8.3 and 17 for details of when **we** may make changes to these **Terms and Conditions** or **your Account**.

Account Security

- 2.5 **You** must take all reasonable steps to keep **your** personalised security credentials for **your Account** or associated payment instruments safe, such as **your** User ID, any password or security questions. This includes (but is not limited to) destroying any personalised security credentials notification immediately after receipt from **us**, never writing **your** personalised security credentials or User ID details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else and taking all reasonable care to ensure that no-one sees **your** personalised security credentials when **you** use them. **You** must also comply with the security requirements set out in these **Terms and Conditions** relating to specific payment products or instruments.
- 2.6 **You** must notify **us** without undue delay by contacting **us** on becoming aware of the loss, theft or misappropriation or unauthorised use of **your Account** or a payment instrument such as a card or online banking connected with it.
- 2.7 **You** are advised to avoid choosing a personalised security credentials that are generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving licence/car number etc.
- 2.8 Treat communications including calls or e-mails **you** receive with caution and be very wary of e-mails or calls asking **you** to reveal any personal security details. We or the police will never contact **you** to ask **you** for **your** internet banking password or User ID information.
- 2.9 Always access **our Website** via the www.sbiuk.com site 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.

Proof of your identity and address

- 3.1 When **you** open an **Account** with **us**, **we** will need to carry out paper-based and/or electronic checks on **you** in order 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. Where paper-based documents are requested or provided they must be either originals or certified copies.
- 3.2 We will not open an **Account** if **you** do not satisfy **our** requirements in relation to establishing **your** identity under relevant Anti-Money laundering legislation and in the event that **we** do refuse under this section to open an **Account**, **we** will refund any monies received to **you** without interest or charge, provided that **we** are permitted to do so under applicable Anti-Money laundering legislation.
- 3.3 **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

- 4.1 Anyone who is eligible to open an **Account** with **us** may be accepted by **us** to open a joint **Account**.
- 4.2 For joint **Account** holders, the interest is paid by **us** at gross rate without deducting tax. Please refer section 2.3 above for further details.
- 4.3 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**.
- 4.4 If **we** find out that any one of **you** is declared bankrupt, **we** may put a hold on the joint **Account** and refuse to pay out any amount from it until **we** receive instructions from the **Account** holder who has not become bankrupt and the person appointed to handle the bankrupt person's assets.
- 4.5 We will send (on paper or, if requested, by email) statements to each of the **Account** holders, but **you** can opt out of receiving more than one statement, in which case **we** will send the statement relating to **your Account** to the first named **Account** holder, unless **you** otherwise advise **us**. If **you** opt out of receiving more than one statement then a notice to the first named **Account** holder/the one **Account** holder counts as a notice to all of **you**.
- 4.6 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 4.7 or by operation of law.

- 4.7 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.
- 4.8 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).
- 4.9 We may make information about a joint **Account** available to any other joint **Account** holder by telephone, letter, e-mail or over the internet if **you** subscribe to internet banking on **our Website**.

Instructions

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

Third Party Mandates

- 6.1 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. For security reasons, **we** may not allow a mandate holder, to access some services through some of the channels. Where **we** make these services available, that mandate holder may use **your** security details. However, **we** will not treat this as **you** breaking **your** security obligations

Paying into your Account

- 7.1 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 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.

7.2 When **you** pay cash directly into **your Account** at one of **our Branches**, the funds will be credited to **your Account** and available to **you** immediately allowing for **our** processing time, provided the cash is in Sterling.

7.3 Cash is accepted only at **our Branch** counters and during **our** Banking Hours subject to satisfactory proof of source of funds. Cash handling charges apply as set out in **our Tariff of Charges**.

7.4 When **you** make an electronic transfer into **your Account** through another bank, the funds will normally be credited to **your Account** and available to **you** immediately on the day **we** receive them provided that **we** receive the funds during a **Working Day**. Where **we** receive a payment after a **Working Day** or on a day that is not a **Working Day**, it will be made available to **you** immediately on the next **Working Day**. In seeking to make a payment available to **you** immediately, **we** may require and use some processing time and in normal circumstances this should not take **us** longer than two hours. Where an electronic transfer involves a non-EEA currency **we** may not be able to make funds the funds available to **you** immediately but will do so as soon as practicable and in accordance with **our** Cut-Off times.

7.5 Paying into **your Account** may take longer in certain circumstances. Please see section 10.1 for details.

7.6 Paying in by cheque

7.6.1 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 cheque, 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. Please see section 7.7.1 for details on when a cheque drawn in sterling on a **UK** Bank is cleared. A 'foreign cheque' (by that **we** mean a cheque issued by a non **UK** Bank, or in a foreign currency) may take longer to clear.

7.6.2 **You** will start to earn interest on the cheque on the second **Working Day** after **we** have received the cheque. The funds will be available for withdrawal on the fourth **Working Day** after **we** receive the cheque.

7.7 Cleared funds

- 7.7.1 The value of the cheque, provided it is not a foreign cheque as described in section 7.6.1 above, will become 'cleared' funds after the end of the fifth **Working Day** after the **Working Day** the funds were added to **your Account** (provided the cheque is 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 after this time. The cheque clearing process is often referred to as the 2-4-6 timescale, as this sets the maximum timescales on when a cheque earns interest, when cheque funds can be withdrawn and when funds from a cheque can no longer be reclaimed. Section 7.7.2 shows an example to help **you** understand how this works practically:
- 7.7.2 For example, if **we** receive the cheque on Monday (day 0), then **you** will start earning interest on Wednesday (day 2) and it will be available for **you** to withdraw on the Friday (day 4), but **you** can be certain, unless **you** are a knowing party to fraud, that the funds will not be reclaimed from **your Account** as a result of the cheque being returned unpaid if **you** wait until the end of the following Tuesday (day 6) before withdrawing the cheque funds. Non-**Working Days** are not counted for the purposes of the cheque clearing cycle.

Interest

- 8.1 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**. **You** start earning interest on **your Account** from the day that cash funds are added to **your Account**. For interest on cheques that have not yet cleared, see condition 7.6.2 above. Interest is calculated on a daily basis according to **our** interest rate schedule available from **your** local **Branch** or **our** website (www.sbiuk.com). We credit interest in accordance with these **Terms and Conditions** and **our** interest rate schedule.
- 8.2 We may without prior notice change **your** interest rate at any time with immediate effect for any of the following reasons:
- where **your Account** is linked to an external reference rate (a publically available rate which **we** do not set, for example, the Bank of England **Base Rate**), to reflect changes in this reference rate; and/or
 - for any reason if the change benefits **you**. We will inform **you** of changes made in this way in statements **we** provide **you** with periodically. See section 20 for further details.
- 8.3 We will provide **you** with 2 months prior written notice (or 14 days if permitted by applicable regulation/law), if **we** change interest rates for any 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 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 (so that customers with similar products can be treated in the same way);
- to ensure **we** maintain financial strength and the competitiveness of **our** business generally; and/or
- to reflect any event beyond **our** reasonable control.

8.4 Any change **we** make to interest rates will be proportionate to the circumstances giving rise to the change. Changes to interest rates will now be made in accordance with conditions 8.2 and 8.3 if **we** have agreed a fixed rate of interest with **you** that applies to **your Account**.

8.5 If **you** do not accept the proposed change(s) to **your** interest rate as set out in section 8.3, **you** must let **us** know in writing before the change(s) take effect. **You** have the right to terminate the contract as a result of changes referred to in section 8.3 without any cost or charge to **you**. If **you** wish to change or close **your Account** due to notice of a reduction in rates, **you** must notify **us** within the 2 month period. If **you** do not notify **us**, **we** will consider that **you** have accepted the change.

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

8.7 All the interest **we** pay **you** on will be without any tax deducted i.e. paid at gross rate. For further details please see section 2.3 above.

8.8 Changes to interest rates will be communicated through the same details provided at **account** opening stage. Communication of those changes can be done via registered email address or post, whereby e-mail would be primary method of communication by default, unless requested otherwise.

Payments out of your Account

9.1 **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** may refuse

to make payments from one **Account** where there are insufficient available funds irrespective of funds **you** may hold in other **Accounts** with **us**. We may also refuse a payment transaction where to execute it would be unlawful or would otherwise be in breach of these **Terms and Conditions**. We will charge **you** a fee - as shown on **our Tariff of Charges** - if **we** have to refuse a payment. Unless such a notification would be unlawful, **we** will notify **you** of a decision to refuse a payment order at the earliest opportunity using the communication methods agreed under these **Terms and Conditions**.

- 9.2 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 **our Branches** or send **us** the relevant withdrawal or transfer form. We will be able to assist **you** provided that **we** will require **you** to comply with certain verification and security processes . We can:
- transfer funds to a specified **account** at another **UK** bank in Sterling, whether single one off payments or standing orders; please ensure that **you** provide **us** with **your** beneficiary's **account** details including the **Unique Identifier** **we** request, each time **you** want **us** to make a payment on **your** behalf. The funds will be taken from **your Account** on the day **we** initiate the payment in accordance with **your** request and **your account** will be debited on that date. Provided a payment order is received before the **Cut-off Time**, the funds will arrive in the beneficiary's **account** at the latest by the end of the next **Working Day** A paper based payment order received before the **Cut-off Time** may take until the end of the second **Working Day**. Where a payment order is received after the relevant **Cut-off Time**, its time of receipt will be deemed to be the next **Working Day**.
 - 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, the exchange rate **we** will apply and what **our** charges will be. The bank receiving the payment may also impose charges that are outside **our** control.
- 9.3 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**. A cheque issued may not be paid due to other reasons for example if the amount in words and figures differs, it is out of date i.e. date on the cheque is more than 6 months prior to the date of presentation, it is post-dated, or the Authorised Signatory's signature differs to the one held in **our** records. The cheque may not be paid if there is suspicion of any fraudulent activity.
- 9.4 **You** can request **us** to stop payment of a cheque provided that **you** do so before it has been debited to **Your Account** and **we** have not told the payee or their bank that the cheque will be paid. **Your** request to stop a cheque must also be received by **our** local **Branch**, before 12 noon on a **Working Day** in order to be processed on that day. Such request should be in writing mentioning the **Account** and cheque details

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

- 9.5 Withdrawals may be allowed by way of direct debits received through clearing where the **Account** has such facility.
- 9.6 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 name, address and **IBAN**, correct details of the recipient bank, including the bank's **Swift (BIC)** address and the purpose of remittance. For payments within the **UK**, **you** must provide the **account** number and **Sort Code** of the beneficiary's bank. If there are funds in the **Account**, payments will be made within one **Working Day** of receiving **your** instructions provided it is received before the **Cut-off Time**.
- 9.7 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 banker. In case of payments requested in currencies other than the currency of the **Account**, the currency conversion would be done at **our** prevailing exchange rate applying on the day of the conversion. We will disclose this to **you** prior to **your** transaction.
- 9.8 We do not accept standing orders for outward payments from deposit **Accounts**.
- 9.9 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.
- 9.10 **You** must notify **us** of any loss suffered by **you** on any **Account** or any unauthorised or incorrectly executed payment transactions without undue delay 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 concerning the relevant payment transaction in line with section 20.1 of these **Terms and Conditions**.
- 9.11 Provided **we** are able to do so, **we** will execute payments transactions for **you** in the currency agreed between the payer and payee. Where this involves a currency conversion service, or **you** otherwise use a currency conversion service provide by **us**, the rate **we** will apply will be the rate on offer on that day. We will disclose this to **you** prior to **your** transaction . 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.
- 9.12 There may be occasions when an off-line transaction means that **your Account** becomes overdrawn. In such a case **we** will contact **you** and require **you** to place funds into **your Account** to put it back into credit.

- 9.13 For withdrawals over the counter at **Branches**, **you** must provide a proof of identity acceptable to **us**, and the cheque book or withdrawal book for the **account**. **You** can not use **your** Debit Card for withdrawals over the counter. If **you** wish to withdraw cash over the counter above a certain limit **you** will need to contact **your** nearest **Branch**. The details of daily cash limit are available in **our branches** and the amount is changed from time to time.
- 9.14 Where **you** receive a payment into **your account** as a result of a third party's error in executing a payment transaction, **we** must co-operate with the payer's payment service provider in their efforts to recover the funds, including provision of information relevant to the collection of the funds.

Transaction Processing Time and suspension of your services

- 10.1 The delivery of **our** payment services may be suspended or interrupted and processing times for payments into and out of **your Account** may be more than the time set out in sections 7 and 9, due to the following reasons:
- defective request or insufficient, incomplete 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; and/or
 - business disruption on **account** of natural calamity, riot, war, terrorist activity, industrial action or equipment failure or any such event where it is an abnormal and unforeseeable circumstance which is beyond **our** control.
 - In these circumstances, **we** will **we** will not be liable for any delay or loss suffered by the **Account** holder (s).
- 10.2 We may stop **your** use of **your Account** and associated payment instruments and payment services on reasonable grounds relating to:
- the security of the **Account** or payment instruments;
 - suspected unauthorised or fraudulent use of the **Account** or payment instrument;
or
 - where a significant risk arises with respect to **your** ability to repay any indebtedness to **us**.
 - In these circumstances, notify **you** of **our** decision to stop the services and **our** reasons for doing so. Where **we** are unable to notify **you** in advance, **we** will do so immediately afterwards. We will not be required to notify **you** if providing this notification would compromise reasonable security measures or otherwise be unlawful.

Right of Set Off

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

Cheques you issue

- 12.1 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.

Charges

- 13.1 Before **you** open **your Account**, **we** will give **you** details of **our Tariff of Charges** for the day to day running of **your Account**. **You** can also find out about these charges by contacting **your Account** holding **Branch** or by looking at **our Website**.
- 13.2 If **we** increase any of these charges or introduce a new charge, **we** will give **you** at least two months' notice before the changes take effect. We will tell **you** the charge for any other service or product before **we** provide it to **you**, and at any time should **you** request it.
- 13.3 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** will provide to **you** from time to time from the date the payment is due up to the date of payment.
- 13.4 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 and **we** will be able to assist **you** provided that **we** will require **you** to comply with certain verification and security processes.
- 13.5 For payments made within the EEA all incurring charges will be shared between the payer and payee. For outgoing payments **you** would only pay **our** bank's charges and the beneficiary will pay their bank's incurring charges. The same principle would

apply for incoming payments.

Early Access Charge

- 14.1 Where restrictions on access apply to **your 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.
- 14.2 If **you** are a holder of a Fixed Deposit **Account** where the terms or **we** allow premature withdrawals, **you** may withdraw cash from **your Fixed Deposit Account** as per the **Specific Terms and Conditions** for the Fixed Deposit. Please refer to the **Specific Terms and Conditions** for Fixed Deposits for further details.
- 14.3 In the event of **your** death, **we** will repay the capital value and accrued interest without notice or loss of interest, after **we** have received the necessary legal confirmation of status and authority. If **you** hold a fixed deposit jointly with another person or with other persons, and if one of **you** should die, the surviving account holder may elect to transfer the **Account** to their sole name(s) for the remaining term or they may receive the capital value and accrued interest without notice or loss of interest.
- 14.4 In the event that **you** are declared bankrupt, **we** will repay the capital value and accrued interest without notice or loss of interest, after **we** have received the necessary legal confirmation of the status and authority. Alternatively and only if requested, the Fixed Deposit may continue until the end of term. The same provisions apply where **you** hold a Fixed Deposit jointly with another person or with other persons and one party is made bankrupt, although in these circumstances **we** will require instructions from both the person appointed to deal with the Bankrupt's affairs and the joint Fixed Deposit holder(s).

Closing your Account

- 15.1 **You** may close **your Account** at any time upon providing **us** with written notice in accordance with 15.2. Additionally for a period of 14 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 14.1 and 14.2 above, the funds deposited will be returned to **you** together with any interest earned except for **our** Fixed Deposit and Notice **Account**. No charges will be levied for cancelling the **Account** within this initial 14 calendar day period from **Account** opening.
- 15.2 Written notice of closure may be provided to **us** in person at any of **our Branches** or sent by post to State Bank of India, 15 King Street, London EC2V 8EA. If sent by post, notice of closure must be accompanied by certified copies of identification and proof of address.

15.3 We may close **your Account** if **you**:

- do not comply with any of **your** important obligations under these **Terms and Conditions** and do not put this right within a reasonable time of **our** requesting **you** to do so. In particular but without limitation, it is a condition of these **Terms and Conditions** that:
- **you** do not operate **your Account** in such a way that on a regular basis there are insufficient cleared funds in **your Account** to meet payment transactions;
- **you** do not give **us** false information in relation to **your Account**;
- **you** are entitled to open the **Account(s)**;
- **you** are (and remain) a **UK** resident;
- **you** behave appropriately and properly towards **us** or **our** staff (for example, **you** do not use threatening or abusive manner).

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

15.5 We will not use this clause 15 to close **your Account** in the event that **you** make a valid complaint(s) against **us**.

15.6 If **your Account** is closed for any reason and **we** make a full repayment to **you**, **you** will have no further right(s) or interest in the **Account**, provided this does not prejudice any existing rights **you** may have or any entitlements **you** may have under regulation to obtain records regarding **your Account** from **us**.

15.6.1 After the closure of **your account** with **us**, **you** would still be able to access **your** historical **account** data, via contacting/visiting **your branch**. The Bank would only retain **your** historical data according to the local data protection laws. Please note that statements would be issued in a paper copy format. The Bank would only retain **your** historical data for as long as necessary to fulfil the purposes **we** collected it for, including for the purposes of satisfying any legal, **accounting**, or reporting requirements. At the end of **your** relationship with **us** (for example, if **you** decide to close **your account**) **we** may retain **your** information for as long as required to meet **our** statutory, legal and regulatory requirements. To determine the appropriate retention period for personal data, **we** consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of **your** personal data, the purposes for which **we** process **your** personal data and whether **we** can achieve those purposes through other means, and the applicable legal requirements. Details of retention periods for different aspects of **your** personal data are available in **our** retention policy which **you** can request from **us** by contacting **us**.

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

- 15.8 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** 2 months' 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 19 on **your** liability to **us** and section 11 on **our** right to set off.
- 15.9 On maturity of a Fixed Deposit **Account** the proceeds will be transferred according to **your** instructions. Such instructions should be received in writing by **us** at least 15 **Working Days** before the maturity date of a Fixed Deposit. If **we** have not received any instructions from **you**, **we** may transfer the proceeds to the linked Current or Savings **Account** that **you** have with **us**.

Dormant Accounts

- 16.1 If **you** have not made any transactions on **your Account** for 9 months **we** shall attempt to contact **you**. **We** may suspend operation of **your Account** if **you** have not made any transactions on the **Account** for at least 12 months. Before reactivation of a suspended **Account**, **you** may be required to provide suitable evidence in one of **our Branches** of **your** identity and **your** legal claim on the **Account**. Please note that a payment order initiated by a third party on **your Account** during a period of dormancy (for example a direct debit) may still be met if there are sufficient funds in **your Account**.
- 16.2 If **you** have not made any transactions on **your account** for 5 years despite **our** attempts to contact **you** **we** will regard this as an unclaimed balance (an **Unclaimed Balance Account**). If this occurs no statements will be sent until reactivated. Before reactivation of an **Unclaimed Balance Account**, **you** will be required to provide suitable evidence in one of **our Branches** of **your** identity and **your** legal claim to the **Account**.

Changes to these terms

- 17.1 Save for changes to interest rates (see Interest sections 8.2 and 8.3 above) and any changes **we** may be required to make to **our** Privacy Policy (pursuant to section 23) if **we** decide to make any change to these **Terms and Conditions** **we** will provide the proposed changes to **you** no later than 2 months prior to the date on which the changes will take effect.
- 17.2 Unless **you** notify **us** to the contrary before the date on which the changes will come into effect, **you** will be deemed to have accepted the changes. **You** may terminate **your Account** with **us** at any time up to this date free of charge. If **you** reject the proposed changes, **we** may take this as a rejection of the contract with **us** and a notice of termination. **We** will contact **you** before **we** close **your Account**.

18 Our liability to you

- 18.1 Other than as set out expressly in this clause 18 or as required by law, **we** will not be responsible to **you** for any delay, indirect losses or losses that **we** could not reasonably have expected to foresee or to occur, or which result from the circumstances set out in section 10.1 above

We will not be responsible to **you** for any loss **you** may suffer if **we** are prevented from or delayed in providing **you** with any banking or other services as a result of compliance with laws preventing money laundering, fraud or terrorist financing, industrial action, availability of equipment or supplies, or business disruption on **account** of natural calamity, riot or terrorism.

Our liability to **you** for non-executed, defective or late execution of transactions

18.2 (The clause 18.2 is applicable only for consumers, micro-enterprises and charities)

Subject to clause 18.4 below, if **we** do not execute a payment transaction initiated by **you** as payer correctly or delay doing so, or incorrectly execute a payment transaction on **your** behalf where initiated by a payee, **we** will refund as necessary the incorrectly executed transaction and restore the debited **account** to the state it would have been in had the defective transaction not taken place (including as to interest or charges), using as a credit value date the date of the debit. Where a transaction is executed late, **we** may request on **your** behalf that the payee's payment service provider ensures that the credit value date to the payee's **account** is no later than the date on which the amount would have been value dated had the transaction been executed correctly.

18.3 Subject to clause 18.4 below, if **we** do not transmit a payment transaction initiated by **you** as payee correctly and in accordance with the time scales **we** have agreed, **we** will immediately re-transmit the payment order in question. In this case **we** will value date a credit to **your account** no later than the date on which the amount would have been value dated, had the transaction been executed correctly.

18.4 Regardless of any other information **you** provide **us** with, **we** are entitled to rely on any **Unique Identifier** **we** ask **you** for in connection with a payment transaction initiated by **you**, such as the destination **BIC** or **Swift** code, **IFSC** code, or **Branch** and **account** code. Should **your** transaction request be unsuccessful as a result of **your** incorrect provision of this information, **we** will not be liable for non-executed or incorrectly executed transactions arising from this error. We shall however take reasonable efforts to recover the funds where a transaction is executed incorrectly. Charges may be applicable to **our** recovery efforts arising from **your** provision of an incorrect identifier, as set out in **our Tariff of Charges**. If **we** are unable to recover the funds, where **you** request **us** to do so in writing **we** will provide **you** with the relevant available information **we** have in order for **you** to claim repayment of the funds directly.

In any other circumstances and regardless of whether **we** are liable under 18.1 or 18.3, **we** will on request by **you**, immediately and without charge make efforts to trace any non-executed or defectively executed payment transaction and notify **you** of the outcome.

18.5 Our liability to **you** for unauthorised payments is displayed under clauses 18.6 to 18.8.

18.6 Provided **you** notify **us** without undue delay, and in any event within the timeframe set out in clause 18.8, on becoming aware of any unauthorised or incorrectly

executed transaction, **we** will be responsible for refunding such a transactions unless **you** are responsible under section 18.7 below. Where **we** are liable **we** will also restore the debited payment **account** to the state it would have been in had the unauthorised transaction not been made, adding back to **your Account** any amount deducted including any related interest (if applicable) and charges. We will have no other liability to **you**.

18.7 **You** will be responsible for all losses incurred in respect of unauthorised transactions if **you** act fraudulently or have with intent, or gross negligence, failed to comply with **your** obligations set out in clause 2.5, 2.6 and/or clause 21 to keep **your** payment instrument and personalised security credentials secure and notify **us** without undue delay on becoming aware that the relevant payment instrument has been lost, stolen or misappropriated.

18.7.1 (The clause 18.7.1 is applicable only for consumers, micro-enterprises and charities)

In all other cases, **we** may require that **you** bear the first £35 of losses, provided that **we** may not do so where the loss, theft or misappropriation of the payment instrument was not detectable by **you** prior to the unauthorised payment or where the loss was caused by the acts or omissions of **our** staff or service providers.

18.7.2 Furthermore, unless **you** have acted fraudulently, **you** will not be liable for any losses in respect of:

1. an unauthorised transaction that arises after **you** have notified **us** of becoming aware that the relevant payment instrument has been lost, stolen or misappropriated;
2. where **we** failed to provide **you** with an appropriate means for making this notification; or
3. where the payment instrument has been used in connection with a distance contract (other than certain excepted contracts).

18.8 **You** agree to meet **our** reasonable requests for information or explanation in order to assist **us** in determining the appropriate allocation of liability pursuant to clause 18.3. Unless **we** have reasonable grounds to suspect fraud, where **we** conclude without need for further enquiry that **we** are obliged to refund an unauthorised payment to **you**, **we** will do so as soon as practicable and in any event by the end of the business day on which **we** became aware of the unauthorised transaction.

Your liability to us

19.1 **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**.

19.2 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.

19.3 **You** must compensate **us** for loss or damage which is caused to **us** as a result of either of the following;

1. **You** have acted fraudulently; or
2. **You** have, intentionally or with gross intent, failed to comply with **your** obligations regarding **your** security details.

The amount paid by **you** under this condition will represent a reasonable assessment of **our** losses. This includes the reasonable costs incurred by **us** in investigating and managing the matter as well as **our** reasonable legal costs.

19.4 If a payment is made fraudulently or mistakenly paid into **your Account** or if a rejection is received from the payer's Bank for a previously received payment instruction, the amount of payment may subsequently be deducted. This may happen even if the funds are included in the balance of **your Account**, **you** have used them to make a payment, or have transferred or withdrawn all or part of them. If the deduction of the payment from **your Account** makes **your Account** overdrawn, **we** will treat this as an unauthorized overdraft. If **we** do so, **we** will apply interest and charges as applicable from time to time.

Statements

20.1 We will provide **you** with a monthly statement of **Account** containing certain information regarding each transaction arising on **your account** (unless no transactions have occurred) in **your** online banking. **You** can also contact **us** and request an up to date paper statement for **your Account** at any time.

We will charge a fee as set out in **our Tariff of Charges** for supplying **you** with any duplicate statements.

20.2 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.

20.3 Where **you** initiate a payment transaction with **us** as the payer, on **your** request **we** will inform **you** of the maximum execution time and a breakdown of the charges payable by **you** in respect of the payment transaction.

Internet banking

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

- 21.2 This section 21 sets out the rules which apply to **your** internet access to **your Account(s)**, and explains **our** obligations to **you**, and **your** obligations to **us**, when operating these **Accounts**.
- 21.3 We offer internet banking facilities to all **Account** holders with a valid mobile phone number. Please log on to <https://www.onlinesbiglobal.com/64GBweb/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**.
- 21.4 **You** will then be sent **your** User ID, password and transaction password for internet banking. 'Net Banking' enables **you** to do the following:
- view **your Account** online;
 - transfer funds between **Accounts** (where the currency is the same in both **Accounts**);
 - make payments (subject to any financial limits imposed);
 - remittances;
 - request cheque books; and
 - deal with other related enquiries.
- 21.5 We may add further services from time to time to **our** 'Net Banking' offering.

21.6 Use of websites

- 21.6.1 **You** can access **your Accounts** through the **Website** after **you** receive and confirm receipt to **us** of the User ID and password sent to **you** by **us**. **You** must change the password provided by **us** at the time of first logging into internet banking on **our Website**.
- 21.6.2 Our internet banking service is available in respect of all the **Accounts you** hold with **us**.
- 21.6.3 All requests received from **you** are logged and transmitted to **your** local **Branch** for their fulfilment. The requests become effective from the time these are recorded/registered at the respective **Branch**.
- 21.6.4 When using **our** Websites, the terms of use applicable to the relevant **Website** will apply.

21.7 Availability of internet banking services

- 21.7.1 We work hard to make sure **our** internet banking services are available at the times **you** wish to use them. However, **we** cannot and do not guarantee their availability, nor that access to, and use of, **our** Websites will be uninterrupted or error free. From

time to time **we** may need to suspend provision of the internet banking services for repair, maintenance or upgrade purposes.

21.7.2 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.

21.8 Instructions

21.8.1 For the purposes of this section 21 and the web requirements, **you** agree to provide:

- written confirmation of **your** request; and
- 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**.

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

21.9 Security notice

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

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

- 21.9.3 There is no way to retrieve the password from the system. In case **you** forget **your** password, **you** will have to approach **us** to re-set the password.
- 21.9.4 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.
- 21.9.5 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** in accordance with the statement of **our** liability set out in Clause 18. We may not be liable under clause 18 to where **you** fail keep **your** payment instrument and personalised security credentials secure. In particular:
- **you** should not give **your** security details (including **your** password or username details) to anyone else;
 - **you** should not use 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) or payment initiation services (i.e. a service provided by another company that can initiate transactions for **you** from **your account**), unless it is one that **you** use as described in accordance with clause 21.9.7;
 - **you** should use 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** must not act fraudulently;
 - **you** should take reasonable precautions as described in these **Terms and Conditions** and comply with all other reasonable instructions **we** may give from time to time regarding security details.
 - **You** must notify **us** without undue delay by contacting **us** on becoming aware of a security breach or the loss, theft or misappropriation or unauthorised use of **your Account** or a payment instrument such as a card or online banking connected with it.
- 21.9.6 Our promise to compensate **you** in the circumstances described above only extends to a refund of the amount taken from **your Account** and where applicable otherwise restoring the debited **account** to the position it would have been in but for the unauthorised transaction, and does not extend to any additional loss **you** may suffer in consequence of any unauthorised access to **your Account**.
- 21.9.7 From 13 January 2018, certain businesses can be approved or registered with the Financial Conduct Authority or other relevant European regulators to provide **account** aggregation services (i.e. a service provided by another company that allows **you** to view all of **your** bank details on a single website) or payment initiation services (i.e. a service provided by another company that can initiate transactions for **you** from **your account**) or may be permitted in certain circumstances to provide these services under a transitional arrangement prior to being registered

or authorised with a relevant regulator (an “Approved Third Party Service”). It is important however that in using an Approved Third Party Service:

- **you** are aware that **we** are required by law to enable **you** to use Approved Third Party Services and that enabling **you** to do so does not constitute a recommendation that **you** should do so;
- **you** are responsible for **your** selection of an Approved Third Party Service and **we** recommend that **you** conduct an assessment of their services, taking into **account** among other factors their regulatory status and approach to data security;
- **you** should assume that **we** may not be aware that **you** are using an Approved Third Party Service, will not have a contract with the provider of **your** Approved Third Party Service, will not perform due diligence on them (other than, were **we** do become aware of them, seeking for **our** own purposes to verify their regulatory status) and that **we** will engage with them ‘as is’.
- Should an unauthorised or incorrectly executed transaction arise through **your** use of an Approved Third Party Service, **you** may raise this with **us** and **we** will address it pursuant to clause 18.
- We may refuse to permit access to a provider of an Approved Third Party Service where **we** have reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access. However, **we** may have limited or nil ability to detect risks of unauthorised or fraudulent access and **we** provide no guarantee or assurance that **we** will do so and **you** should not rely on **us** doing so.

21.10 Client browser

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

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

21.11 Transactions

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

21.11.2 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.

21.11.3 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.

21.11.4 We may refuse to act on an instruction, for example if the transaction exceeds a particular value.

- 21.11.5 **You** may terminate **your** internet services by sending a termination notice to **us**. Such termination will be effective from the date **we** receive **your** notice.
- 21.11.6 Banking instructions to pay money from **your Account** may not be cancelled once **you** have authorised them and **we** have received them, unless **we** agree to do so at **our** discretion. **You** may not revoke a payment order after initiating a payment transaction through an Approved Third Party Service, or after **you** have given consent to a payee to initiate a payment transaction. With respect to direct debits, **you** may not revoke a payment order after the end of the **Working Day** preceding the agreed day for the debit. Where **your** payment order relates to a future date, **you** may not revoke the order after the end of the **Working Day** preceding the day agreed. If **we** do agree **we** may make a charge as set out in **our Tariff of Charges**.

21.12 Joint Accounts

- 21.12.1 User ID and passwords information will be sent to all **Account** holders separately on request, but for the purposes of the General **Terms and Conditions** and the requirements: (1) to provide written confirmation of **your** request to make a withdrawal from **your Account**; and (2) to provide all other instructions in relation to the operation of **your Account** in writing (unless **we** have made other specific and documented arrangements), 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.
- 21.12.2 If any of **you** inform **us** in writing of a dispute between **you**, **we** will treat this information as notice of termination of the mandate, thereby suspending internet access. Any further transactions will need the authority of all of **you**.

21.13 Variation/termination

- 21.13.1 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**.
- 21.13.2 For any help, please call **our** Internet Banking Helpline on [0800 532 532](tel:0800532532) or write to **us** at customerservices.sbiuk@statebank.com

Confidentiality

- 22.1 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;
- **we** do so in connection with **your** use of an Approved Third Party Service as defined in clause 21.9.7
- the disclosure is explained in section 23 below;
- the disclosure is explained in **our** Privacy Policy on the website.

Data protection

- 23.1 **State Bank of India (UK) Limited** is a data controller for the personal information **you** have provided to **us** for the purposes specified in this document and in **our** Privacy Policy on **our** website. **You** can contact **us** in writing about how **we** use **your** personal information on the following address:

Data Protection Officer
State Bank of India (UK) Limited
15-17 King Street, London
EC2V 8EA

Or please email at customerservices.sbiuk@statebank.com marking the correspondence for the attention of the Data Protection Officer.

- 23.2 Our Privacy Policy on **our** website (which can be found at Privacy Policy) sets out the terms on which **we** may process any personal data which **we** collect from **you**, or that **you** provide to **us**. We may update the Privacy Policy from time to time by publishing a new version on **our** website. **You** should check the aforementioned web-page occasionally to ensure **you** are aware of any updates and happy with any changes to the Privacy Policy.

General

- 24.1 For all **Accounts** held in England and Wales, these **Terms and Conditions** and any dispute or claim arising out of it or its subject matter or formation and any non contractual obligations arising out of it is governed by the laws of England and Wales, as are all **our** dealings with **you** until such time as **your Account** is opened. For all **Accounts** held in Scotland, Scottish law will apply instead. **You** and **we** submit to the jurisdiction of the courts of England and Wales (or Scotland, as appropriate) to settle any dispute or claim arising out of or in connection with these **Terms and Conditions** or its subject matter or formation. The language **we** will use in **our** communications will be English.
- 24.2 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.

- 24.3 **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.
- 24.4 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.
- 24.5 **You** may not transfer any of **your** rights or obligations in relation to **your Account** or assign or transfer any **Account** or deposit. We may transfer all or any of **our** rights in relation to **your Account**. We may also transfer any of **our** obligations or arrange for any other party to carry out **our** obligations, but only to someone **we** reasonably consider capable of performing them so that there is no reduction in the service standard provided to **you**.
- 24.6 If **we** relax any of the **terms and conditions** this may be a temporary measure or a special case and **we** may enforce them again.

Miscellaneous

- 25.1 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**.
- 25.2 We may block **your Account** to protect **you** and **us** if **we** suspect fraud or other suspicious transactions in accordance with clause 10.2. 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**.

Resolving your complaint

- 26.1 If **we** do not deliver the standard of service **you** expect, or if **you** think **we** have made a mistake, please let **us** know, so that **we** have the chance to put it right in a timely manner. We have a complaints procedure that **we** follow, a copy of which can be requested at any time by emailing **us** or contacting **us** and is also available on **our Website**. **You** can call **us** on **0800 532 532** or email **us** at customercare.sbiuk@statebank.com or write to **us** at:

Customer Care
State Bank of India (UK) Limited
15 King Street
London
EC2V 8EA

- 26.2 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.

- 26.3 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** can apply to take **your** complaint to the Financial Ombudsman Service (FOS).

26.3.1 (The clause 26.3.1 is applicable only for consumers, micro-enterprises and charities)

It is **our** aim to respond within 15 working days since the receipt of a complaint, however depending on complexity of cases final response may sometimes be extended to up to 35 business days, upon which deadline **you'd** be advised on relevant outcome.

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

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

Telephone numbers: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

Regulatory Information

27.1 In the **UK**, **State Bank of India (UK) Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. SBI **UK** is entered on the Financial Services Register and its Register number is 139156. As explained in **our** website in the "Customer Care" section, **State Bank of India (UK) Limited**, (the **UK** Operations) is registered in England and Wales (Registered Number FC 004460 **Branch** No: BR000696), as an Overseas Company with Registered Office: 15-17, King Street, London EC2V 8EA.

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

27.3 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 depositor's **Accounts** with **us**, including their share of any joint **Account**, and not to each separate **Account**.

27.4 Please note that the compensation limit can be subject to change at any given time. Therefore, it is recommended that you check www.fscs.org.uk for the latest information on the current limit and other factors that are related to FSCS protection. It is crucial to keep in mind that this limit applies to the total amount you hold with a Bank, including any money you may have with a Holding Account Provider or Platform Bank through our Online Platform or with that same Bank through other

accounts in your name or other platforms.

- 27.5 For further information about the scheme (including the amounts covered and eligibility to claim) please ask **us** or, refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100.(The clause 26.3.1 is applicable only for consumers, micro-enterprises and charities)

Part 2: Specific Account Terms and Conditions

Debit Card Terms and Conditions

These are our **terms and conditions** for use of the card with **your** current **Account**. Please read them carefully and keep them in a safe place.

Introduction

1.1 **Your** agreement with us is contained in:

- these card conditions;
- the application form for the card/**Account** application signed by **you**; and
- Our General **Terms and Conditions** and any other **Terms and Conditions** which apply to **your Account**. The General **Terms and Conditions** shall prevail over these conditions to the extent of any inconsistency.

Issuing a card

2.1 We will only send **you** a card if **you** ask for one or to replace a card **you** already have. We issue the following types of card:

- MasterCard and un-embossed Debit Card.

2.2 For security purposes we will ask **you** to contact us upon receipt of any new or replacement card **you** receive from us before **you** can use it.

2.3 We will issue **you** with a Personal Identification Number (PIN). We will send **your** PIN number separately from **your** card for security purposes. We will not reveal **your** PIN to anyone but **you**. **You** can use **your** PIN with **your** card for withdrawing money and using other services available from self-service machines. **You** will also need **your** PIN to be sure that **you** can pay for goods and services at the premises of a retailer or other supplier with a chip and PIN card.

2.4 **You** must sign **your** card as soon as **you** receive it and follow any reasonable instructions that we give about using cards and keeping them safe.

2.5 **You** can change **your** PIN. We tell **you** how to change **your** PIN when we issue **your** PIN.

2.6 **You** must not use **your** card after the end of the month it expires or after we have asked **you** to return it to us or told **you** that its use is suspended.

2.7 **You** authorise us to deduct from **your Account** the amount of any transaction carried out using **your** card with or without use of **your** PIN or using **your** debit card details, whether or not **you** have given or authorised such instructions. Please refer to section 10 of this Part about responsibility for unauthorised transactions.

- 2.8 **You** have the right to cancel **your** use of the card at any time by sending us written notice in accordance with section 15 of our General **Terms and Conditions**. **You** must also return the card cut into 4 pieces, making sure **you** cut through the magnetic strip. Please note that the cancellation of **your** card will not automatically cancel **your Account**.

Making payments using your card

- 3.1 Subject to section 3.2 below, MasterCard can be used to pay for goods and services where **you** see the appropriate MasterCard logo in the UK, the Channel Islands and the Isle of Man or the MasterCard logo abroad. A "cash back" service may also sometimes be available.
- 3.2 **You** may use **your** debit card to make payment for goods and services through a variety of channels such as the internet and by point of sale transactions with merchants who accept the card. For further details of how **you** can use **your** card please visit our Website. For security reasons, **your** debit card cannot be used to make payments over the telephone. **You** must not disclose **your** PIN when using any of these channels. We strongly recommend the use of "secure payment" sites and software when sending **your** card details over the internet.
- 3.3 **Your** card will be enabled for the MasterCard Secure Code by default. This code is used to confirm **your** transactions over the internet by the organisations that participate in MasterCard Secure Code (to prevent fraud). To get **your** code, **you** will have to visit our website (https://acs.onlinesbi.com/sbi/enrollment/enroll_welcome.jsp) and give **your** card number and mobile number. Details of the procedure are provided in sections 13.4 and 13.5 below.
- 3.4 We will not be responsible if a retailer or other supplier refuses to accept **your** card or if **you** cannot use **your** card to make a payment.
- 3.5 **You** can only use the card or the card number for transactions if **you** have enough money in **your Account**.
- 3.6 We will normally deduct from **your Account** the amount of any payment made in the UK either on the same day or on the first Working Day following the transaction.

Self-service machines

- 4.1 **You** may use **your** card in ATM self-service machines in the UK, Channel Islands and Isle of Man, which display the MasterCard logo.
- 4.2 We may allow **you** to use **your** card in self-service machines in the UK and abroad operated by other financial institutions if such machines display the MasterCard logo. We will advise **you** if **you** are able to use **your** card in these machines when we send **you your** card and about any limitations which apply. Please tell us if **you** are going abroad before **you** go. If **you** do not we may not authorise **your** transactions using **your** card whilst **you** are abroad.
- 4.3 Cash withdrawals in the UK will normally be deducted from **your Account** on the

same day.

- 4.4 If financial institutions charge for **your** use of their self-service machines, such charges will be payable by **you**.
- 4.5 For cash withdrawals at self-service machines outside the UK we will convert the amount of any cash withdrawal made in a currency other than Sterling into Sterling at our applicable exchange rate on the day we receive details of the withdrawal. See Tariff of Charges for charges that will apply. We will normally deduct the amount of such withdrawals and any charges from **your Account** within 5 Working Days.
- 4.6 We will be responsible for any money lost if there is a fault on one of our self-service machines and we have not notified **you** by a message on the screen or a notice on the machine. If we have notified **you** we will not be responsible for any loss if our self-service machines are not in operation. We may change the availability of our machines at any time without notice.
- 4.7 We will not be responsible if **you** cannot use **your** card in a machine operated by another financial institution, as this is outside our control.
- 4.8 **You** can only use the card or the card number for cash withdrawals if **you** have enough money in **your Account**.
- 4.9 We will tell **you** what the daily cash withdrawal limit is when we send **you your** card and we may change the limit from time to time by giving **you** at least 2 months' notice. **You** may use **your** card to obtain cash from any cash machine which we advise will accept **your** card only up to the daily limit on **your Account**. **Your** daily cash limits are applicable to the UK ATM and POS transactions. This maybe different when **you** use **your** card in other countries dependent on the local country, financial institutions and merchant daily/ per transaction limit.

Payments and your Account

- 5.1 All transactions, cash withdrawals and transfers will be shown on **your Account** statement.
- 5.2 **You** cannot stop a debit card payment but a retailer or supplier may make a refund. We will credit **your Account** when we receive their instructions but will not be responsible for any delay in receiving their instructions.
- 5.3 We may refuse to authorise a payment if we consider that **your** card or **Account** has been or is likely to be misused or for fraud prevention purposes. We may refer an authorisation request back to the retailer for more information if we consider this necessary to help us to prevent card misuse. This may result in **you** being asked to produce additional identification. This may also be done on a random basis for fraud prevention purposes.

Charges

- 6.1 We may charge for use by **you** of the card at the rate set out in our Tariff of Charges.

Please also see section 11 below about how we may change our charges which apply. **You** authorise us to deduct all such charges from **your Account**.

Security

- 7.1 **You** must do all that **you** can to keep the card safe and **your** PIN secret at all times. **You** must keep the card separate from any cheques.
- 7.2 **You** must never allow anyone else to use **your** card, PIN or other security information.
- 7.3 **You** must never write down or record **your** PIN or other security information.
- 7.4 **You** must only reveal the card number to make a transaction, to report loss or theft of the card or if we allow **you** to do so.
- 7.5 We will never contact **you** to ask **you** for **your** security information such as **your** PIN, passwords or the 3 digit number on the reverse of **your** card. **You** should not reveal **your** security information to anyone else.

What you must tell us

- 8.1 **You** must tell us as soon as reasonably possible if:
- the card is lost or stolen or **you** think that the card may be misused or that someone may know the PIN;
 - **your** statement includes an item which **you** think is wrong; or
 - **you** change **your** name or address
- 8.2 We have a 24 x 7 Helpline only for blocking cards. **You** may contact us on 0808 1017633 (toll free within the UK) or 00442074544404 (if contacting from outside the UK) if **you** think that the card has been stolen or **you** think the card may be missing or that someone may know the PIN.
- 8.3 For all other matters **you** can contact us at any of our **Branches** in the UK during Banking Hours or **you** may phone us on 0800 532 532 during Banking Hours. We may ask **you** to confirm in writing within 7 days any information which **you** have not already given us in writing.
- 8.4 **You** must give us all the information **you** have about the loss, theft or misuse of a card or the PIN and any other information we ask for to help us. We may give the police, national authorities, or government fraud prevention agencies any information we think will be useful. If **you** find cards which **you** have reported as lost, stolen or at risk of misuse **you** must not use them. **You** must cut them into four pieces, making sure **you** cut through the magnetic strip and return them to us immediately.

Suspending and withdrawing your use of the card

- 9.1 We may ask **you** to return **your** card to us or we may suspend its use at any time. We will normally give **you** at least 2 months' prior notice unless we have a valid reason for not doing so, such as we consider that **your** card or **Account** has been or is likely to be misused or if the card has not been used by **you** for a considerable amount of time. We may deduct from **your Account** the amount of any card transaction (and any charges) made by **you** but not paid by us until after return or suspension.
- 9.2 We may also suspend, withdraw or restrict the use of **your** card for either of the following reasons:
- there are concerns as to the security of the debit card; or
 - if we have reasonable grounds to believe that **you** may have difficulty in meeting **your** financial commitments.
- 9.3 We will send **you** notice before we take this action or as soon as possible afterwards in accordance with our General **Terms and Conditions**.

Responsibility for unauthorised transactions

- 10.1 Provided **you** notify us without undue delay, and in any event within the timeframe set out in clause 18.8 above, on becoming aware of any unauthorised or incorrectly executed transaction, we will be responsible for refunding unauthorised transactions unless **you** are responsible under section 10.2 below. Where we are liable we will also restore the debited payment **account** to the state it would have been in had the unauthorised transaction not been made, adding back to **your Account** any amount deducted including any related interest (if applicable) and charges. We will have no other liability to **you**.
- 10.2 **You** will be responsible for all losses incurred in respect of unauthorised transactions if **you** act fraudulently or have with intent, or gross negligence, failed to comply with **your** obligations set out in clause 18.7 above, to keep **your** payment instrument and personalised security credentials secure.
- 10.2.1 (The clause 10.2.1 is applicable only for consumers, micro-enterprises and charities)
- In all other cases, we may require that **you** bear the first £35 of losses, provided that we may not do so where the loss, theft or misappropriation of the payment instrument was not detectable by **you** prior to the unauthorised payment or where the loss was caused by the acts or omissions of our staff or service providers.
- 10.2.2 Furthermore, unless **you** have acted fraudulently, **you** will not be liable for any losses in respect of:
1. an unauthorised transaction that arises after **you** have notified us of becoming aware that the relevant payment instrument has been lost, stolen or misappropriated;

2. where we failed to provide **you** with an appropriate means for making this notification; or
3. where the payment instrument has been used in connection with a distance contract (other than certain excepted contracts).

10.3 **You** agree to meet our reasonable requests for information or explanation in order to assist us in determining the appropriate allocation of liability pursuant to this clause 10. Unless we have reasonable grounds to suspect fraud, where we conclude without need for further enquiry that we are obliged to refund an unauthorised payment to **you**, we will do so as soon as practicable and in any event by the end of the business day on which we became aware of the unauthorised transaction.

Ending your use of the Card

11.1 If **your Account** is closed **you** will not be able to use **your** card.

11.2 **You** will not be able to use **your** card if we suspend or end its use under section 9 above.

11.3 We can end **your** use of the card at any time by giving **you** at least two months' written notice in accordance with our **General Terms and Conditions**.

11.4 **You** can end **your** use of the card at any time by telling us in writing and returning **your** card to us immediately (cut into at least 4 pieces, making sure **you** cut through the magnetic strip).

11.5 We may replace **your** card with another card covered under this Agreement, and which **you** may be eligible for. This could be when **your** card expires, or at **your** request. However, we may not automatically replace **your** card if **your account** has not been used for a significant period of time.

12.1 Customers are requested to call **0800 532 532** to set up a T-PIN. A T-PIN will assist in authenticating the Customer's identity without the use of other methods which may prove difficult to the Customer. Should the T-PIN be lost, forgotten or require replacing, the Customer should call the same number to arrange this with the customer service agent. Customers who have difficulty in arranging the T-PIN, have questions relating to the service, or require additional support may contact a Branch to discuss how they can best be supported. Staff at our Branches will be able to assist with providing the number to call, voice-responsive phones, and other supportive aids as required. Please note that Branch staff cannot enter the T-PIN for the Customer as this would constitute a breach of the Customer's account security. The phone line is available 24/7 for support.

MasterCard Secure Code Terms and Conditions

13.1 These section supplements and is in addition to the **Terms and Conditions** prescribed for our Debit Cards, issued in association with MasterCard.

13.2 In addition to the defined terms explained in clause 1 of the **General Terms and**

Conditions a number of words and phrases are printed in bold type because they have the special meaning explained here:

- Card means our Debit Card issued in association with MasterCard.
- Cardholder means any person holding a valid Debit Card issued by us and who desires to make payments to the Merchant over the internet using the Debit Card.
- ID means the user identification provided to the Cardholder by us to enable Cardholder to make payments through the internet using the Card.
- Merchant means any person who owns or manages or operates a merchant establishment through a physical establishment and/or a website.
- Password means the passwords, digital signatures or other means of authentication as we may specify from time to time which the Cardholder uses to make payments through the internet using the Card.
- Registration Data means the information we ask in order to confirm the identity of the Cardholder before proceeding for MasterCard Secure Code password creation.
- Service means the MasterCard Secure Code (3D Secure) being offered by us enabling the Cardholder to make payments through the internet using the Card.

13.3 These terms form the contract between the Cardholder and us for the Service. The Cardholder shall apply to us online for use of the Service. We are entitled at our sole discretion to accept or reject such applications.

13.4 The Cardholder shall register for the Service by giving their card number and mobile number in the SBI's web site (https://acs.onlinesbi.com/sbi/enrollment/enroll_welcome.jsp). The Cardholder will be given an authentication code by SMS or any other communication means decided by us from time to time based on the registration date (like Name, Mobile Number etc) to set their own secured password.

13.5 In order to use MasterCard Secure Code, the Cardholder must provide certain information to us including the mobile number that allows us to validate the Cardholder's identity and verify that the Cardholder is the owner of or an authorised user of the specified Card. The information that the Cardholder provides may be validated against information we already hold associated with the Cardholder and their Card. Once we validate the Cardholder's identity as part of the MasterCard Secure Code registration process, the Cardholder is permitted to create a Password.

13.6 We shall validate the Card details provided by the Cardholder during the course of a transaction directly and the Merchant will not be privy to the same.

13.7 This Service is available to the Cardholder upon registration. We may add, revise, suspend in whole or in part any of the services provided by the Service, without notice. By using the Service, the Cardholder has accepted these **Terms and Conditions**.

- 13.8 The Cardholder is hereby made aware that in case of payment over the internet using their Card, the Cardholder will not sign the charge-slips at the time of making the payment. Accordingly, the Cardholder accepts that, in the event of any dispute regarding the authenticity or validity of such a payment, the Cardholder's **Account** shall be liable to be debited with the amount payable. Please refer to sections 10.1 and 10.2 of this Part, detailing the responsibilities for unauthorised transactions.
- 13.9 If the Cardholder does not successfully register for MasterCard Secure Code or if the Cardholder chooses not to register for MasterCard Secure Code, we and/or the Merchant may not accept the Card to pay for an e-commerce or other transaction subject to MasterCard Secure Code.
- 13.10 Any payment made on the internet using the Cardholder's Password shall be considered to be an order received from the Cardholder. The Cardholder's Password issued to him/her, allows the Cardholder to make payments through the internet and that Cardholder is the sole and exclusive owner of the Cardholder's Password and accepts sole responsibility for use, confidentiality and protection of the Password, as well as for all payments made using such Password subject to sections 10.1 and 10.2 of this Part.

Part 3: Remittance terms and conditions

- 1.1 We will only process remittance payments which are funded from **your Account**.
- 1.2 We will apply the remittance rate available only after the funds have cleared. For cash payments the remittance will be processed at the rate available at the time of the request.
- Incomplete remittance forms may be rejected and we shall not be responsible for any losses incurred as a result.
 - If **your** remittance request has been accepted but not yet processed, any subsequent cancellation or amendment to the request will be processed as a separate transaction and charges will be applied accordingly. Please refer to the Tariff of Charges for further details.
 - If **your Account** does not have sufficient funds at the time of processing the remittance, we will not process the transaction and **you** will have to submit a new remittance request.
 - If a new remittance request is subsequently submitted, we will use the exchange rate available at the time of processing the new request, NOT the exchange rate for the initial remittance request.
 - Remittances to SBI **branches** in India will normally take one Working Day after the receipt of cleared funds. For example if the remittance is processed on Tuesday it should be received on Wednesday, if not earlier. For other banks in India, the remittance will normally take 2 to 3 Working Days after the funds have cleared to reach the nominated **account**. We will send the payment to the nominated **account** using the information provided.
 - Please refer to our Tariff of Charges for details of our charges.
 - We encourage our customers to confirm the receipt of the cleared funds with the beneficiary within a reasonable time frame. Any non-receipt of payment should be advised to us within 7 Working Days.
 - Before making any remittances to any charitable organisations, please ensure that they have permission to receive a donation from abroad.
- 1.3 We are entitled to rely on the Unique Identifier we ask **you** for in connection with **your** remittance transaction, such as the IFSC code, or **Branch** and **account** code. Should **your** remittance request be unsuccessful as a result of **your** incorrect provision of this information, we will not be liable non-executed or incorrectly executed transactions arising from this error. We shall however take reasonable efforts to recover the funds where a transaction is executed incorrectly. Charges may be applicable to such recovery efforts as set out in our Tariff of Charges.
- 1.4 If for any reason the funds are not paid to the nominated **account** and are returned to us, we will refund these to **you**. The refund will be made in GBP and the exchange

rate applied will be the higher of:

- The exchange rate on the date of the refund plus INR 0.50; or
 - The exchange rate at the date of the remittance plus INR 0.50,
- 1.5 In the event a payment is processed incorrectly, we will seek to recover the payment at the earliest opportunity. If this results in another **account you** hold with us and which **you** control receiving a payment made in error, **you** agree to notify the bank immediately. In these circumstances **you** authorise the bank to recover any excess amounts credited as party of this remittance request
- 1.6 We reserve the right to perform additional verification checks prior to processing any remittance application. Failure in any of the verification requirements may result in either a delay in processing the remittance application or a rejection.
- 1.7 Applicable laws prohibit us from processing money transfers with certain individuals and countries. In order to comply, we are required to screen transfers against information provided by various governments and / or government agencies. If a potential match is found, we will suspend the transfer and request additional information.

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