



## UK Terms & Conditions Personal Banking

This pamphlet sets out the general terms and conditions that apply to our banking relationship. These terms and conditions apply to our bank accounts and other related services so please read them carefully and keep them for future reference.

Please ask us if you have any questions about this Agreement or any other matter concerning our relationship by visiting us at a Branch, calling or writing to us.

<b>Part One – Introduction to this Agreement .....</b>	<b>1</b>
1. Interpretation and defined terms.....	1
2. The services the General Terms and Conditions cover.....	2
3. How this Agreement works.....	4
<b>Part Two – Contact and Security .....</b>	<b>5</b>
4. Getting in touch with each other.....	5
5. Security .....	5
6. Statements and Information.....	7
<b>Part Three – Banking Services .....</b>	<b>8</b>
7. Branch opening hours, transaction processing times and general terms concerning payments .....	8
8. Payments into your account .....	9
9. Payments out of your account.....	14
10. Fixed Term Deposit Accounts .....	21
11. Interest and Charges .....	22
12. Overdrafts and available funds.....	23
<b>Part Four – General Conditions .....</b>	<b>24</b>
13. Operating procedures for joint accounts.....	24
14. Authorising other people to operate your accounts .....	25
15. Personal information .....	26
16. Alterations to the provisions of this Agreement .....	29
17. General liability.....	32
18. Off-setting money between accounts .....	33
19. Terminating this Agreement, closing your account or ending a service .....	34
20. Definition and consequence of dormant account status .....	36
21. Transferring rights and obligations .....	36
22. Not enforcing this Agreement .....	36
23. The law applicable to this Agreement .....	36
24. How to make a complaint.....	37
25. The Financial Services Compensation Scheme .....	37
26. Our Regulators and how we are regulated.....	38
27. General Information .....	38
28. Contact details .....	38

## Part One – Introduction to this Agreement

The Personal Banking Terms and Conditions are a contract between you and us, which;

- apply to all personal accounts (whether current or savings) with us in the UK;
- explain our obligations to you and your obligations to us in a clear manner; and
- apply to all our personal services provided to you in the UK.

### 1. Interpretation and defined terms.

In these terms and conditions, the following words and phrases shall have the meanings set out below.

- 1.1 "**Agreement**" means the General Terms and Conditions, together with any additional terms and conditions (see clause 3) as may be relevant.
- 1.2 "**Authorised Person**" means any person authorised by you to operate the account in accordance with clause 14.
- 1.3 "**Debit Card**" means the debit card which may be used in accordance with the terms of clause 2.
- 1.4 "**Force Majeure**" means any circumstances or events beyond the reasonable control of the Branch. For instance, acts of God, epidemics or pandemics, terrorist attack, civil commotion or riots, or interruption or failure of a utility service.
- 1.5 "**General Terms and Conditions**" means these İşbank London Branch Personal Banking Terms and Conditions.
- 1.6 "**Internet Banking Customer Guides**" means all customer guides, manuals or similar documents (whether in hard copy or in electronic form including any on-line help screens provided via the Bank's website from time to time) issued by us to you at any time in any format for use with Internet Banking Services.
- 1.7 "**Internet Banking Services**" means any information service provided by use of Internet Banking that we provide to you from time to time and which provides internet access to intra-day and historic information relating to bank account and transactional information.
- 1.8 "**Internet Banking**" refers to the Türkiye İş Bankası A.Ş UK Branch's computer-controlled on-line account management system.
- 1.9 "**Mobile Banking Customer Guides**" means all customer guides, manuals or similar documents (whether in hard copy or in electronic form including any online help screens provided via the Bank's website or app from time to time) issued by us to you at any time in any format for use with Mobile Banking Services.
- 1.10 "**Mobile Banking Services**" means any information service provided by use of Mobile Banking that we provide to you from time to time and which provides internet access to intra-day and historic information relating to bank account and transactional information.
- 1.11 "**Mobile Banking**" refers to the Türkiye İş Bankası A.Ş UK Branch's computer-controlled mobile account management system.

- 1.12 **"Reference Exchange Rate"** means a publicly available rate used to convert one currency into another. The rate may be set by us or a third party.
- 1.13 **"Reference Interest Rate"** means a publicly available interest rate, which is not set by us, for example the London Interbank Offered Rate (LIBOR) or the Bank of England base rate.
- 1.14 **"Security Details"** means a security procedure or an identification process we ask you to use in order to protect your account from abuse and that enable us to confirm the identity of those with whom we are dealing, for example using a Personal Identification Number (PIN) with your card or our telephone identification procedure.
- 1.15 **"We, us, our, the Branch"** means İşbank London Branch (which expressions shall include any other Türkiye İş Bankası A.Ş branches in the United Kingdom).
- 1.16 **"Working Day"** means Monday to Friday (excluding bank holidays in England and Wales).
- 1.17 **"You"** means the account holder(s) set out in the separate account operating instructions you provide us from time to time covering the account and (if applicable) any other of your accounts with us.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and the singular shall include the plural and vice versa;
- 1.19 References to clauses or terms are to the numbered clauses set out in these General Terms and Conditions (unless the context clearly indicates to the contrary).
- 1.20 Where we want to draw your attention to important information contained in these General Terms and Conditions we have put that information in **bold**.

## 2. **The services the General Terms and Conditions cover**

- 2.1 These General Terms and Conditions set out the general terms and conditions for our bank accounts and related banking services.
- 2.2 Our accounts and services may also have additional terms and conditions (for further details see clause 3 below). If, in the future, we decide to offer other services we will make it clear if the General Terms and Conditions apply to them when the services are introduced.
- 2.2.1 **Bank accounts**
- a) Our suite of accounts includes, Current Accounts and Fixed Term Deposit Accounts (see clause 10).
- b) Money can be paid into a current account in cash, by cheque or by a direct transfer from another account. You are able to take money out of a current account in cash, by card, cheque, by transfer to another account, standing order or direct debit.
- c) If you are over 18 years of age, we may approve a planned overdraft on your current account and will consider requests for an unplanned overdraft or any subsequent increase in an unplanned overdraft. We will inform you of our decision to approve a planned overdraft, an unplanned overdraft or a subsequent increase in an unplanned overdraft and it is within our sole discretion to give such an approval. We believe that

our granting an unplanned overdraft facility is an important part of our service which should prevent our customers facing some unforeseen inconvenience.

- d) If you wish to open an account with us, you must normally be over 18 years of age and we will ask for: proof of your identity, proof of your address and sources of income and will ask you to complete a document (account mandate) identifying you and containing a specimen of your signatures.

### 2.2.2 **Cards**

- a) The Debit Card is covered by these General Terms and Conditions. For the avoidance of doubt, this card does not give you additional rights to borrow money and Debit Cards are generally only available to individuals aged 18 years or over.
- b) Provided that the cleared balance on your account (plus any unused arranged overdraft facility) is sufficient, you may use your card along with your PIN to obtain cash from any cash machine which we advise will accept your card. You may also pay for goods and services at retailers who accept contactless card payments up to [£30.00] per transaction. Withdrawals may be made up to the daily cash withdrawal limit.
- c) We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- d) You can use your card to make purchases from retailers or suppliers of services if the front of your card displays the MasterCard Debit logo and the retailer or supplier of services displays either the MasterCard or the MasterCard Debit logo. If a retailer or supplier of services accepts payment by our card, the use of your card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.
- e) If you have a Debit Card and have instructed us to close your account, you will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible, the transaction will be declined. A retailer or supplier of services may also ask us for authorisation in line with clause 2.2.3 below.
- f) If your card displays the MasterCard Debit logo, you may use it to obtain funds over the counter at any bank displaying the MasterCard logo.
- g) If by using your Debit Card you (or any additional cardholder(s)) instruct us to debit your account where there are insufficient funds available to cover the debit, or the requested debit would cause an arranged overdraft limit to be exceeded, we may (but will not be obliged to) treat your instructions as an informal request for an unarranged overdraft and the provisions set out in General Condition 13 will apply.
- h) Transactions carried out using your card will normally be applied to your account on the day the transaction is carried out or on the next business day.

- i) On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit to your account.
- j) When there is a transaction in a foreign currency on your account, the amount will be converted into sterling. The exchange rate will be that which is determined by MasterCard, (the Payment Scheme Exchange Rate), or any other payment scheme which we notify to you, on the date the card transaction is processed. Exchange rates may fluctuate, and the exchange rate used for conversion may differ from the exchange rate prevailing when the card transaction is made.
- k) When abroad, if you choose to have the transaction converted to sterling at point of sale, you will be charged the amount quoted in sterling and any conversion fee charged by the merchant. Any link you have established with your card and your local currency current account will then not apply and we will debit your sterling account in this instance.
- l) You must pay all amounts charged to your account by your card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any additional cardholder has authorised the transaction.
- m) When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- n) You must not use your card:
  - i. before or after the period for which your card is valid; or
  - ii. after we have notified you that we have suspended, withdrawn or restricted the use of your card under paragraph o) below; or
  - iii. after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card, under paragraph r) below; or
  - iv. if we receive notice of the loss, theft or possible misuse of your card under paragraph s); or
  - v. if your right to use your card is ended under clause 2.2.5.
- o) We may suspend, withdraw or restrict the use of your card for any of the following reasons:
  - i. we have reasonable grounds to suspect that your card details have not been kept safe; or
  - ii. we have reasonable grounds to suspect unauthorised or fraudulent use of your card; or
  - iii. as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
  - iv. you have broken any term of the contract between you and us; or

- v. we have sent you a replacement card; or
  - vi. we consider it appropriate for you or your protection.
- p) Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons afterwards.
- q) When we issue you with a replacement card, we may issue it under a different card scheme from the one which applies to your previous card. We will only do this if we reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.
- r) Your card remains our property. At any time when paragraph o) above allows us to suspend, withdraw or restrict the use of your Card, we may instead give you personal notice demanding that you return your card to us. If we do this, then:
- i. you must return your card to us immediately, cut once through the magnetic strip and once through the chip; and
  - ii. we, or anyone acting for us, may keep your card if you try to use it.
- s) Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card. If your card is then found, you must not use it. You must return it to us immediately (cut once through the magnetic strip and once through the chip). (see 5.8)
- t) We will not be liable if any party refuses to let you pay or withdraw cash using your card.
- u) By inserting your card in the card reader device provided and keying in your PIN, you may use your card and PIN to authenticate transactions for which you have given instructions in a bank branch or at a retail outlet.

### 2.2.3 **Authorisation**

- a) A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to give authorisation if:
- i. your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
  - ii. you or any additional cardholder have broken these Conditions; or
  - iii. taking account of all other transactions we have authorised, including those not yet charged to your account, there are insufficient funds available in your account.
- b) Once you have carried out a transaction using your card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.

#### 2.2.4 ***Passing information to third parties***

- a) You authorise us to give any appropriate third party any relevant information:
  - i. in connection with the loss, theft or possible misuse of your card or PIN; or
  - ii. in order for us to meet our obligations as a member of the MasterCard Debit card scheme.

#### 2.2.5 ***Ending the use of your card***

- a) If your account is closed, then you will not be entitled to use your card. In addition, you will not be entitled to use your card if you receive an instruction from us not to make any further withdrawals on your account.
- b) You may end your use of your card (and the use of your card by any additional cardholder(s)) at any time by telling us in writing and returning your card(s) to us immediately (cut once through the magnetic strip and once through the chip).
- c) If your use of the card (or the use of the card by any additional cardholder(s)) is ended, you remain responsible for all transactions carried out with the card(s).

#### 2.2.6 ***Internet Banking and Mobile Banking***

- a) Once you have registered you can access your account statements electronically using our Internet Banking Services and our Mobile Banking Services.
- b) Once you have registered, we will send you a temporary access code or PIN to your mobile device by SMS message. On receipt of the temporary access code or PIN you must set a permanent password to access the Internet Banking Services and Mobile Banking Services, as the case may be, which we will require to be changed at your option at the end of every one, three or six-month period as you select.
- c) Once you have access to the Internet Banking Services and Mobile Banking Services you can ask us to transfer money from your current account electronically using our Internet Banking Service and/or Mobile Banking Service and to make payments to accounts maintained at any of our branches in the UK or in Turkey. You may also use the service to make payments within the UK to other banks via the faster payments service or outside of the UK via SWIFT payments. Spot foreign exchange transactions may also be completed using our Internet Banking Services and Mobile Banking Services.
- d) Access to the Internet Banking Services and Mobile Banking Services requires passing the two-factor authentication system, including customer number and password combination and the unique security code sent to your phone. When you make an online transfer, you will be asked for the customer password and the unique security code again sent to your phone.
- e) You must exit the Online Banking Service and/or Mobile Banking Service before you leave your computer terminal or mobile device unattended. You must also exit the Internet Banking Service and/or Mobile Banking Service when you have completed

your session and you must not allow anyone to operate the Internet Banking Service and Mobile Banking Service on your behalf.

- f) You may wish to authorise another person or persons as a user to give instructions on your account, make payments and to access and use the Internet Banking Services and/or Mobile Banking Service on your behalf. Otherwise a user can be given 'Read Only' access. You must ensure that any user complies with these General Terms and Conditions and with all applicable laws, rules and regulations in relation to the Internet Banking Services and/or Mobile Banking Service. You are responsible for their instructions and transactions, even if they cause an unarranged overdraft, and reference to 'you' in relation to the operation and use of the Internet Banking Services and/or Mobile Banking Services include any users authorised by you.
  - g) You must use a separate e-mail address for each user. If a user has only 'Read Only' access rights, the extent of that user's ability to use the Internet Banking Services and/or Mobile Banking Service will be limited to viewing information only, with no power to give instructions and perform transactions.
  - h) We can refuse to act or delay acting upon any instructions, whether received from you online, mobile or by other similar means if:
    - i. we have reasonable grounds for believing that you did not send the instructions;
    - ii. the instructions are not clear;
    - iii. in our reasonable opinion, the instructions would create an unplanned overdraft or an excess of a planned overdraft; or
    - iv. in our opinion, the instructions are unlawful.
- 2.3 You may not be eligible for all of our accounts or services, for example we will not give you a planned overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us.
- 2.4 We believe that it is part of our role as your bank to provide you with services that assist you in managing your finances. We do not provide advice, but we can use the information we have concerning you to suggest other services we believe may be of interest to you and would be suitable for you. To find out more about the way Türkiye İş Bankası A.Ş uses your personal information, please read clause 15.
- 2.5 We will make all reasonable efforts to ensure that the Branch's Internet Banking Services and Mobile Banking Services will perform in substantial conformity to the specifications published in the applicable Internet Banking Customer Guides and the applicable Mobile Banking Customer Guides, as the case may be. This is the only performance warranty made by the Bank in respect of its Internet Banking Services and Mobile Banking Services. We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for a particular purpose of the Internet Banking Services and Mobile Banking Services.
- 2.6 We will take all reasonable care to ensure that the information supplied to you through our Internet Banking Service and Mobile Banking Service accurately reflects the information on our computer systems or information received from a third party. We do not warrant that the information is accurate, sufficient or error-free.

- 2.7 It may be necessary from time to time to suspend some or our entire Internet Banking Services and Mobile Banking Services for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary we will, in so far as is possible, provide you with a reasonable period of notice prior to the suspension.
- 2.8 If you want to use third party providers ("**TPPs**"), this Agreement between you and us still applies. When you sign up to use TPP services such as account information services or payment initiation services you must grant the TPP your permission for them to provide these activities on your account. You should check the information provided by the TPP carefully to make sure that they are authorised. If they are based in the UK, they should be authorised by or registered with the Financial Conduct Authority (the FCA). If they are outside the UK but in the EEA it should be regulated by an EEA regulator. If you give your security details to a TPP, we will assume that you granted the allowance to let them see information about your accounts and to initiate payments. You will be responsible for any payments made as a result. However, if we gain knowledge that an unauthorised third party is using your security details, we will block access to your accounts.

### **3. How this Agreement works**

- 3.1 This Agreement, concerning the above mentioned bank accounts and related banking services, is made up of the General Terms and Conditions contained in this document and any 'additional terms and conditions' we give you for these accounts or services. We will tell you if the General Terms and Conditions apply when you take a new product or service from us.
- 3.2 'Additional terms and conditions' include service specific terms that may not be included in this document, for example, how to qualify for an account or service, charges and interest rates, balance requirements and notice periods on savings accounts. We will provide you with any additional terms and conditions separately – for example in application forms, letters, leaflets, mandates, in our charges guide, by phone or on our website. [www.isbank.co.uk](http://www.isbank.co.uk).
- 3.3 If the additional terms and conditions contain clauses that are contrary to, or conflicting with, these General Terms and Conditions, then the clauses contained in the additional terms and conditions prevail.
- 3.4 General law (for example, about banking or consumer protection) applies to this Agreement and the services we provide to you under it. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.
- 3.5 Unless the general law cannot be changed or excluded this Agreement applies if there is any difference between it and the general law.
- 3.6 This Agreement only covers banking services provided by us for your personal use which means personal accounts should not be used for business purposes. We have other agreements if you are a customer for the purposes of a business, club, charity or other legal entity, or if you are acting as a trustee, personal representative, partner or sole trader. This Agreement does not affect the terms, express or implied, of those agreements.

## **Part Two – Contact and Security**

### **4. Getting in touch with each other**

- 4.1 You can find our contact details in the contact details section at clause 28.

- 4.2 You can contact us and give us instructions either:
- a) on a document bearing your original signature(s);
  - b) by fax transmission of such a document (subject to the provisions contained in the account mandate);
  - c) through our website;
  - d) by telephone; or
  - e) by using your İşbank Debit Card.
  - f) by a document transmitted to us which is electronically signed by you through the use of an e-signature service provider; or
  - g) by Email having a scanned PDF or TIF document bearing your signature(s) attached to that
- 4.3 Any instructions you give are not effective until we actually receive them.
- 4.4 You may give us instructions by faxed transmission of a document bearing your or any joint account holder or Authorised Person's original signature(s) subject to the provisions contained in the account mandate.
- 4.5 If you give us an instruction by fax or e-mail, we can ask for the original signed copy of that instruction or confirm the authenticity of the instruction by telephone before we act on it.
- 4.6 We will contact you by using the contact details that you have provided to us. You must notify us immediately if your name or contact details change. If you do not notify us, we will continue to use the details that you last gave us and we will not be responsible if we fail to contact you or if we send confidential information to an incorrect address using details that are out of date. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not maintained by you.
- 4.7 In certain countries it may be unlawful for you to use Internet Banking Services. You are responsible for ensuring that you check this and take appropriate action as not using these services. To the extent permitted by applicable law and/or regulations, you will be liable if you break foreign laws and for any loss you cause as a result of your doing so.
- 4.8 We may record or listen into any phone calls with you in order to:
- a) confirm that we have correctly carried out your instructions;
  - b) improve our performance;
  - c) ensure that we comply with our regulatory obligations; and
  - d) help to detect or prevent fraud or other criminal activity.
- Any recordings remain our sole property.

## 5. Security

5.1 When you contact us or we contact you we must verify your identity before accepting instructions from you and before we can disclose or discuss confidential information about your accounts. For this reason:

- a) you must sign instructions given on paper;
- b) when you visit a Branch, we may ask you for identification; and
- c) if you are contacting or instructing us by any other method you must do so using the 'Security Details' (as defined at clause 1.14 above) that we have provided or agreed with you personally.

5.2 As long as we have confirmed your identity using one of the methods set out above we will assume that we are dealing with you.

5.3 You must:

- a) follow any instructions that we give you, which we reasonably believe are necessary in order to protect both you and us from unauthorised access to your accounts;
- b) not let anyone else use your cards or Security Details, not even someone sharing a joint account with you, since they will have their own Security Details;
- c) keep your cards and Security Details secure and protect your cards from being damaged;
- d) do everything you reasonably can to ensure that no one can find out your Security Details by not:
  - i. selecting obvious passwords, such as your date of birth, as part of your Security Details;
  - ii. writing your Security Details on, or keeping them together with, your cards or other banking documentation;
  - iii. writing down your Security Details in a recognisable way;
  - iv. allowing other people to overhear your calls with us, or observe you entering or making use of your Security Details;
- e) not allow anyone else to give instructions, or have access to information, on your accounts unless they have a separate arrangement with us to do so, or you have authorised them to do so under clause 14; and
- f) sign a card we have issued, if it has a place for signature, as soon as you have received it.

5.4 If you use Internet Banking you must ensure that your computer meets any reasonable requirements set by us, carry out your own regular virus checks and will not alter or copy any software we provide or give it to a third party.

- 5.5 You agree to establish, maintain and regularly review security arrangements concerning access to, and your use of, Internet Banking and information stored on your computing and communications systems, and in particular your control of passwords.
- 5.6 You must notify as soon as possible (see the contact details section at clause 28) if you:
- a) notice any errors;
  - b) find our services are not working;
  - c) believe any cards or Security Details have been lost, stolen, damaged or are being misused;
  - d) believe someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 5.7 You must also notify us in writing if you notice any inaccuracies or if you have reason to believe that there is something fraudulent or misrepresented on any statement as soon as is practically possible and in any event within 13 months of the credit/debit date of the transaction concerned for all activities.
- 5.8 When taking instructions via telephone, we may ask you to send written confirmation of your call within 7 days.
- 5.9 You must destroy a card immediately if you find it after you have told us of its loss, theft or misuse. This is because we will already have cancelled the card. (see 2.2.2r).
- 5.10 For your protection where we have reason to believe:
- a) that a card has been lost or stolen;
  - b) that a card or card number is liable to misuse;
  - c) that an enquiry purporting to come from you through Internet Banking has not been properly authorised by you; or
  - d) that any other breach of security has occurred in relation to your use of Internet Banking Services,

we may take any steps we reasonably think necessary to deal with the risks, including not to act, or to delay acting upon an enquiry received via Internet Banking Services. Unless the law prevents us from doing so or we consider it may compromise our security arrangements we will try to tell you by telephone or in writing what we have done and the reason for our action. We will try to do this before we take action, or as soon as possible afterwards.

- 5.11 Email is not a secure medium and we strongly recommend that you do not send us confidential information or instructions via email. Should we receive instructions by email we may, at our sole discretion, not act or delay acting until we have received confirmation of your instructions by other means. You should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email it is at your own risk.

- 5.12 We will do all we reasonably can to prevent unauthorised access to your accounts and to ensure that they are secure.
- 5.13 We may reset the Security Details upon receipt of a written request, such request must be given in writing duly authorised by a person or person(s) according to your account mandate.

## **6. Statements and Information**

- 6.1 For current accounts and depending on your expressed preference, regular paper account statements are available and will be provided to you free of charge.
- 6.2 You can ask us for a paper statement by calling or visiting your Branch.
- 6.3 If you use Internet Banking or Mobile Banking we can provide you with electronic statements and you can tell us to stop sending you paper statements for all, or any, of your accounts with us that are accessible through the service. However, you can change your mind and ask us to start sending you paper statements again.
- 6.4 We can provide you with a copy of a paper statement that we have already provided but we will charge you for this.
- 6.5 We may print messages on, or include messages with, your statements to inform you about changes to this, or other agreements or services you have with us.
- 6.6 You are responsible for checking statements and other account information that we give you. If you tell us about any errors on your account, or if we notice and errors, we will correct them as soon as reasonably possible.
- 6.7 You must provide any information or assistance we reasonably request to deal with misuse or unauthorised access to your accounts, or with regard to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, those involved in processing card payments, or to the police or other authorities in the UK or where appropriate abroad.

## **Part Three – Banking Services**

### **7. Branch opening hours, transaction processing times and general terms concerning payments**

- 7.1 We process payment instructions on the Working Day that we receive them. In order to do this, we must receive the payment instruction before the appropriate currency 'cut-off' time for that Working Day. In this Part Three the time periods given assume that we receive a payment, or your payment instruction, before the appropriate currency 'cut-off' time on a Working Day.
- 7.2 Some pre-advised currency payments can be made on non-Working Days, the processing of these payments is not completed on our systems until the next Working Day as explained below:
  - a) although we may process an international transaction received by us on a Working Day, completion of the transaction may be delayed due to a national holiday in the relevant overseas state;

- b) in all cases, the length of time a Working Day lasts will depend on the 'cut-off' time for that particular currency, method of making or receiving payments. If an instruction is not received by the relevant cut-off time on any Working Day we will treat it as being received the next Working Day. Further information on cut-off times can be provided on request, please see the contacts section at clause 28.

### 7.3

- a) The Branch has obligations relating to the prevention of fraud, money laundering or terrorist activity and the provision of financial and other services to persons who may be subject to sanctions.
- b) Where we have a reasonable basis to believe that you are involved in and/or using your accounts in connection with the activities set out above at clause 7.3a), we may take whatever action we consider appropriate to meet our obligations. This may include, but is not limited to, investigating and intercepting payments into and out of your accounts and investigating the source of funds or intended recipient. It may also include making enquiries to establish whether a person is subject to sanctions.
- c) Exceptionally carrying out the activities in this clause and clause 8.1a) may delay the carrying out of payment instructions or the receipt of cleared funds but, where possible we will advise you of the reasons for any delay or stop and the likely length of any delay. If we are not satisfied that a payment into or from your account is lawful, we may decline to process it.

7.4 Our UK Branches are usually open to the public from 09.00 to 17.00 Monday to Friday.

7.5 Further information on cut-off times can be found in the schedule of cut-off times provided at the time the account was opened. Such information can also be provided on request, please see the contacts section at clause 28.

## **8. Payments into your account**

### **8.1 *General conditions applicable to payments into your account***

- a) In order to comply with anti-money laundering and counter terrorism legislation and for the prevention of financial crime we carry out certain checks on payments into and out from your account. We may ask you at any time for documentary evidence of the source of funds credited to your account.
- b) The clauses below set out the timings applicable to the different types of payment into your account including:
  - i. when we show them in your account;
  - ii. when we pay interest, or reduce interest payable by you, on accounts on which we pay or charge interest; and
  - iii. when the funds become available for you to withdraw or pay out from your account.

### **8.2 *Cash payments into your account***

- a) You can pay cash into your account over the counter at the Branch, and by personal delivery. We can only accept responsibility for the cash after we have received and counted it.
- b) Outlined below are the ways in which you can pay cash into your account. How soon the funds become available for you to use, earn (where appropriate) or reduce interest will depend on when we receive the cash.
  - i. Where cash is paid in at our counter we will show it in your account and allow you to use it immediately and we will pay interest (where appropriate) on it or use it to reduce the interest that you pay from that day.
  - ii. Where cash is paid in at another bank we will show the cash in your account and allow you to use it as soon as we receive it (usually three Working Days after you paid it in) and will pay interest on it (where appropriate) or use it to reduce the interest that you pay from that day. Please note that if you pay money into your account held with us through another bank the other bank may charge you commission for their services.

### 8.3 *Electronic payments into your account; in your account's currency*

- a) This clause covers standing orders and direct transfers into your account from another account.
- b) When we receive a payment for your account in the currency of that account we will show it in your account and allow you to use it immediately. Where appropriate we will pay interest on it or use it to reduce the interest that you pay from that day.

### 8.4 *International payments into your account*

- a) When we receive a payment for your sterling account in a foreign currency, we will convert it into sterling before we pay it into your account. If the payment is in euro or another currency from the European Economic Area (EEA) (members of the European Union plus Norway, Iceland and Liechtenstein), we will show it in your account and make it available for you to use almost immediately (generally within two hours if the payment is received before the cut-off time on a Working Day). We will pay interest on it (where appropriate) or use it to reduce the interest that you pay from that day. For all other currencies, the time it takes us to convert the payment into sterling takes longer so it will be credited to your account up to two Working Days after we receive it.
- b) If we receive instructions to make payments into your account in a currency other than the currency of your account, we will convert the amount of the payment into the currency of your account at our prevailing exchange rate. Our exchange rates are variable exchange rates which are changing constantly throughout the day (to reflect movements in the foreign exchange markets).
- c) We may take our charges for dealing with the international payment before we add it to your account but we will tell you the full amount of the payment and the charges that applied. The exchange rate to be applied to the payment and, where applicable, the fees we charge for the currency conversion will appear on your statement and will also be available on request if you contact us

## 8.5 *Cheques paid into your account*

### 8.5.1 *General provisions*

- a) We will accept cheques for payment into your account which are made payable as to you or any joint account holder.
- b) If you want to pay in a cheque that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque is marked on the front 'not transferable' or 'account payee', we reserve the right not to accept it for any account other than the account of the person named on it.
- c) You can pay cheques into your account by post, over the counter at the Branch, and by personal delivery. We can only accept responsibility for these after we have received and checked them.
- d) We may not accept a cheque for payment into your account if it is more than six months old. This is because cheques normally become out of date after six months and you should pay them into your account so that they clear before they expire. Outdated cheques will be returned to you. We will notify you when this happens.
- e) If a cheque is returned unpaid by the paying bank before the end of the sixth Working Day from the day that it is paid in, we will debit your account with the amount and any interest we have paid you on it, even if you have already withdrawn against it or it puts you into overdraft. If item overdraws your account, you may incur a charge and debit interest may be charged. If this happens we will let you know.
- f) If a cheque is returned to us with an indication from the bank it is drawn on that it may be paid if it is presented again through the clearing, we are not obliged to do this. We will normally only present such a cheque again if it is above a certain amount. For further information you may contact us, please see the contacts section at clause 28.
- g) Cheques can be returned unpaid by the bank of the person who wrote the cheques even where funds have been made available.
- h) If you wish to be sure that a cheque has been paid you may request us to specifically present the cheque when you pay it in. There is a charge for this service.

### 8.5.2 *Cheques from banks other than İşbank London*

- a) When you pay a sterling cheque from another bank in the UK, the Isle of Man, Gibraltar or the Channel Islands, into your account:
  - i. we will show the cheque in your account on the same day that we receive it;
  - ii. if your account earns interest we will start paying interest on the cheque from the fourth Working Day after we receive it;
  - iii. we will use it to reduce the interest you pay from the fourth Working Day after we receive it;

- iv. you will be able to use the funds from the fourth Working Day after we receive it; and
- v. from the end of the sixth Working Day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

Monday	If you pay in a non - İşbank London cheque you will see it on your account.
Tuesday	
Wednesday	
Thursday	
Friday	Today we will start paying interest on the cheque (where appropriate), or use it to reduce the interest you pay and you will be able to use the funds.
Saturday	
Sunday	
Monday	
Tuesday	From the end of today we cannot take money from your account without your permission.

- b) Further information on the cheque clearing cycle can be provided on request, please see the contacts section at clause 28.

### 8.5.3 *Cheques drawn on İşbank London*

- a) Where you pay in to your account a cheque drawn on us (i.e., we are the paying bank), we will show it in your account and allow you to use it immediately. We will pay interest on it (where appropriate) or use it to reduce the interest that you pay on the day that we receive it.

### 8.5.4 *Foreign cheques paid into your account*

- a) By 'foreign cheques' we mean cheques drawn in a foreign currency or cheques in sterling paid out of an account at a bank abroad, i.e. in locations other than the UK, the Isle of Man, Gibraltar or the Channel Islands.
- b) If you want us to obtain payment for you of a foreign cheque, you must 'endorse' the cheque by signing your name on the back (this means we will have 'recourse' against you as well as anyone else that has signed or endorsed it should it be returned unpaid). Your signature must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to "Mr B Aşka" you need to sign the cheque as "Mr B Aşka"). If the cheque is payable to more than one person, each person must sign the back of the cheque.

- c) When you pay a foreign cheque into your account, the processing times applicable for dealing with UK cheques do not apply and we may decide or agree, although we are not obliged to do so, to 'negotiate' or 'collect' the cheque.
- i. If we decide to negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the Working Day after we receive it. We will then obtain payment from the paying bank.
  - ii. If we decide to collect the cheque, we may send it on your behalf direct to the paying bank or we may pass the foreign cheque through the appropriate clearance system in the country where the foreign cheque needs to be presented for payment. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent into your account on the day we get payment from the paying bank. The time that this takes will vary depending on the paying bank or its country. For further information you may contact us, our contact details are set out at clause 28.
  - iii. Due to difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.

d) *Exchange rates*

- i. Where we decide to negotiate a cheque the exchange rate we use when converting a foreign cheque into the currency of your account will be determined on the day we buy the cheque from you.
- ii. Where we decide to collect a cheque on your behalf the exchange rate we use when converting a foreign cheque into the currency of your account will be determined on the day we receive the payment from the paying bank.

e) *Risks associated with sending a cheque for collection*

- i. You should be aware that a cheque, which has been sent for collection, can be returned unpaid even after we have credited your account with the amount of the cheque. Consequently, if the foreign bank later returns the cheque or asks us to return the money, we will take the currency or the sterling equivalent from your account. If we converted the cheque into the currency of your account, we will change it back into the foreign currency. The rate we use to do this will be determined on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft.

**Please note:** that because our buying and selling rates are different this normally means that the amount that we deduct from your account will be greater than the amount that we originally paid in. In addition to this the exchange rate for the foreign currency may also have moved in an adverse manner between the time of our paying it in and the time of our deducting it.

f) *Charges, fees and interest*

- i. For a foreign cheque that we negotiate, we will deduct our charges at the time that you pay it in from the account that you asked us to pay the cheque into.

If a cheque is returned unpaid, we will also deduct a further fee at the time it is returned. Agents' fees may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.

- ii. For a foreign cheque that we collect, we will deduct our charges from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque, from the account that you asked us to pay the cheque into. Agents fees and/or fees of the bank on which the cheque is drawn may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- iii. If we have any other costs or obligations as a result of negotiating or collecting a foreign cheque you must reimburse us and take any other steps necessary to put us in the position, we would have been in had we not attempted to negotiate or collect the cheque.
- iv. Whilst we take care in choosing our agents when negotiating or collecting any foreign cheques, to the extent permitted by applicable law and/or regulations we do not accept liability for any loss, damage or delay that is not directly due to our own negligence. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of your account.
- v. For details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque, please ask at your Branch.

## **9. Payments out of your account**

### **9.1 *General conditions applicable to payments from your account***

- a) We are entitled to assume that we are dealing with you, and that you have agreed to us acting on any instructions, without our obtaining further confirmation from you, in the following situations:
  - i. where you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords used for Internet Banking Services) as long as any relevant security checks have been completed by us;
  - ii. otherwise, if you have signed a cheque or other document containing the payment instruction.
- b) Other than a cheque, when you give us a payment instruction you must provide us with all the following details in order that we may make the payment:
  - i. the correct details of the recipient's bank, including the bank's BIC, sort code (e.g. 40-11-22) for payments within the UK or national bank code for payments outside the UK;
  - ii. the recipient's bank account number (or IBAN if paying to a bank in the EEA);

- iii. the name and address of the recipient;
- iv. any recipient reference you wish to provide; and
- v. your own account number, name and address, which are a legal requirement and these details, will be passed to the recipient's bank.

You are responsible for checking that the details are correct. We will not be liable if your payment is delayed or sent to the wrong beneficiary as a result of you giving us incorrect details. If a payment does go to an incorrect beneficiary because you gave us incorrect details we will use reasonable efforts to recover the money, in the circumstances set out in clause 9.7.

- c) If you ask us to make a payment on a future date, we will endeavour to make the payment on that day unless that day is a non-Working Day when we will make the payment on the next Working Day. Should technical, or other operational difficulties, or a Force Majeure event occur we will not be liable for any delay in making the payment or failure to make the payment.
- d) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. In addition to the reasons set out a clause 5.10, we can do this if we reasonably consider it necessary for reasons related to:
  - i. you or any additional card holder have broken the terms of this Agreement;
  - ii. suspected unauthorised or fraudulent use of a card or your Security Details;
  - iii. a significantly increased risk that you may not be in a position to pay any money you owe us on the relevant account; or

there is a legal requirement or a court or other competent authority tells us to act in this way. Unless the law prevents us from doing so or we consider it may compromise our security arrangements we will try to tell you by telephone or in writing what we have done and the reason for our action. We will try to do this before we take action, or as soon as possible afterwards.

- e) Since all cards belong to us. We, or an agent acting on our behalf, for example a cash dispenser, may take or retain a card if we stop or suspend your right to use it. If we stop or suspend a card, you must then stop using the card.
- f) If we ask you to do so, you must return your card to us immediately having first cut once through the magnetic strip and once through the chip.
- g) We may decline to effect a payment instruction if:
  - i. there are insufficient available funds in the account to make the payment or you have exceeded a limit that we have applied to your account, for example, the daily cash withdrawal limit from cash dispensers;
  - ii. the payment instruction is unclear or you have not provided us with the correct details;

- iii. we reasonably believe that you or any joint account holder or Authorised Person did not give us the instruction;
  - iv. there is a legal requirement or a court or other competent authority that tells us to act in that way;
  - v. the payment appears unusual when compared with the way you normally operate your account;
  - vi. we reasonably believe that you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally, fraudulently or improperly;
  - vii. we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
  - viii. any other reason set out separately in this Agreement applies.
- h) In the event that a petition for a bankruptcy order is presented against you then you agree that we may:
- i. refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court; and/or
  - ii. set up a separate account or accounts in your name to which any of your future receipts may be credited.
- i) For security purposes we may apply limits to transactions of certain types or amounts from time to time. We will tell you what these limits are or any changes we make to them and if we are stopping a payment for this reason. Where possible we will do this before the changes come into effect, but we shall not be liable to you for not doing so.
- j) To help us prevent the misuse of your account we have systems in place that identify payments that appear unusual. Where we consider an unusual payment involves misuse we may investigate further, for example by contacting you or declining the payment.
- k) If we prevent you from using your account or card or decline to make a payment under this condition, we will act in a manner that we consider is reasonably appropriate for the circumstances and try to reduce any inconvenience to you.
- l) Unless the law prevents us from doing so, we will, at the earliest opportunity, try to get in touch with you in order to tell you that we are declining to act on your payment instruction.
- m) You may also contact us in order to find out (unless the law prevents us from telling you) why we have declined to act on your payment instruction in order to correct any factual errors that may have contributed to our declining to act.

- n) We are not liable if another bank or its cash machine or other machine does not accept your card or card number.

## 9.2 *Payments not carried out by cheque or card; Payments within the UK*

- a) Where you instruct us to make an immediate payment or a future payment, for example, a standing order, to another account at another bank in the UK, the following will apply: provided that we receive your instruction to make a payment before the relevant cut-off time a payment will normally reach the beneficiary's account the same Working Day that it is taken from your account. We will make a charge for this service. For further information you may contact us, please see the contacts section at clause 28.
- b) If you ask us to make a payment to another account held with us, we will take the funds from your account and it will reach the other account straightaway.
- c) You must make sure that you give us the correct details of the bank, the bank sorting code and bank account number or the IBAN number and the name and address of the beneficiary to whom the payment is made.
- d) In order for us to meet our statutory obligations, details of your name and address, our reference number, or date and place of birth will be passed to the beneficiary's banker.

## 9.3 *Payments not carried out by cheque or card; International payments*

- a) If you instruct us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in Euros, the payment will reach the beneficiary's bank no later than three Working Days after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the beneficiary's bank no later than four Working Days after we receive the payment instruction. The bank receiving the payment from us is required by law to credit its customer's account on the day it receives the payment from us.
- b) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank as this will depend on the banking practices of that country.
- c) You must make sure that you give us the correct details of the bank, for example its SWIFT code, or the IBAN number or bank account number and the name and address of the beneficiary to whom the payment is made.
- d) If we receive instructions to make payments in a currency other than the currency of your account, we will convert the amount of the payment from the currency of your account at our prevailing exchange rate.
- e) Our exchange rates are variable exchange rates which are changing constantly throughout the day (to reflect movements in the foreign exchange markets). For payments involving a currency conversion from your account where we receive instructions by any method other than by post, we will either tell you the exchange rate or tell you that it is available (depending on the method used) before we make

the payment. The exchange rate to be applied to the payment and, where applicable, the fees we charge for the currency conversion will appear on your statement and will also be available on request if you contact us.

- f) If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You may find out the current exchange rate by contacting us, please see the contacts section at clause 28.
- g) If, for any reason, a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account. This means that if the exchange rate has changed the amount we credit could be less than the amount originally paid out by you.
- h) We have to send an international payment through the banking system in a foreign country and we may need to appoint an agent in that country to act on our behalf.
- i) Where we properly incur any costs or other obligations when acting on your behalf in making an international payment, you must reimburse us and take any other steps required to put us in the position we would have been in had we not acted for you. For example, where we need to use the services of an agent or correspondent bank overseas, you may have to pay their additional charges. These may not be calculated in the same way as our prices.

#### 9.4 **Direct Debits**

- a) If you give a UK-based business or other organisation authority to collect regular payments from your account, they will normally provide you with a minimum of 10 Working Days' notice before altering the payment dates or the amount of money that they ask us to pay from your account, unless you agree otherwise.
- b) We allow direct payments to be collected from your account on the date specified in the direct debit instruction.
- c) If you believe that there has been an incorrect direct debit payment you should inform us immediately so that we can arrange a full and immediate refund – even if the original mistake was made by the business or organisation that established the direct debit. You should also contact them to let them know what you have done and why.

#### 9.5 **Cancelling or changing a payment**

- a) You cannot normally cancel a payment that you have instructed us to make after we have accepted your instructions. However, if you ask us to we will do all we can to recall the payment but we cannot guarantee that we will be able to do so once your instructions for the payment have been received and acted on.
- b) Once you have carried out a transaction using your Debit Card, you cannot ask us to stop that transaction or withdraw your consent to the processing of a payment.
- c) You can cancel or change a standing order, direct debit or any other payment that you have asked us to make on a future date as long as you tell us by the close of business of the last Working Day before the payment is due to be made.

- d) If you wish to cancel or change a direct debit you must tell the recipient business or organisation that you are cancelling the Direct Debit instruction to ensure that the payment is cancelled, as well as telling us.
- e) If you ask us to cancel or change a payment instruction, we may charge you our reasonable costs for trying to cancel or change it, whether we are successful or not in cancelling or changing it.

## 9.6 **Card Payments**

- a) You may use your card and PIN to obtain cash (up to the daily limit on your account as advised by us from time to time and to the extent that you have funds available in your account)
- b) If you use your card to withdraw cash we will take the amount withdrawn from your account on the Working Day we receive details of the withdrawal.
- c) Each withdrawal of cash will incur a fixed or variable fee that will be debited from your account.
- d) You should not use the card if to do so would overdraw your account without our prior agreement, or would increase any borrowing on the account to more than we have agreed. If you are uncertain of your balance, we recommend that you contact the Branch to check your balance before making a withdrawal as the persistent breaching of limits may result in our cancelling the card.
- e) On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they may be used to pay any other debit to your account.
- f) We will normally deduct cash withdrawals made over our counter from your account on the same Working Day.

## 9.7 **Refunds for payments, except those made by cheque**

- a) We will refund the amount of a payment, except those made by cheque, and restore your account to the state it would have been in had the payment not taken place (i.e., refund any charges or interest you paid as a result of the payment and we will pay you any interest we would have paid you), if:
  - i. you tell us that a payment out of your account was unauthorised. We may carry out an investigation to confirm that you did not authorise the payment, unless we find proof you did authorise it, you will not be liable for the payment; or
  - ii. you instructed us to make the payment to another bank and the payment was not made properly or never arrived. However, if:
    - i. there was a mistake in any of the details contained in the payment instruction you gave us (see clauses 9.2c) and 9.3c) above) it may not be possible for us to recover your payment. In the event you do give us the wrong payment details and realise your mistake, you must promptly inform us and we will make reasonable efforts to recover

the funds used to make the payment and we may charge you reasonable costs for doing so; or

- ii. we can demonstrate that the payment was received by the other person's bank (in this case that bank is required by law to make the payment immediately to that person).
- b) In order to refund a payment in accordance with clause 9.7a), you must inform us as soon as is reasonably possible. If you fail to promptly inform us that a payment was either unauthorised (clause 9.7a)i) or was not properly made/never arrived (clause 9.7a)ii) then it becomes more difficult for us to reasonably ascertain what happened. In situations where there is a delay in informing us and we cannot reasonably ascertain what happened we are less likely to refund your payment and restore your account. As a general rule, we will not refund a payment if you tell us that the payment was not made properly or was unauthorised more than 13 months after it was made.
  - c) If you do not recognise a payment out of your account and think it may be unauthorised, we will give you more details if you ask us.
  - d) This clause is subject to clause 17.2.

## 9.8 *Cheque payments*

- a) When we receive a cheque that you have written we will take the money from your account on the same day. We usually receive cheques a few days after you have written them. However, the exact timing will depend upon when the person you gave it to pays it into their account. If the recipient requests special presentation (special presentation being a process whereby the cheque is presented directly to us as your branch) of your cheque from his or her bank it is likely to be debited from your account on the following Working Day after it was paid in by the recipient.
- b) It is your responsibility to ensure that there are always sufficient available funds in your account to cover any cheques you have written. Available funds include the available balance of any overdraft, which we have given you on your account.
- c) You may be able to stop a cheque that you have written (apart from a guaranteed cheque) as long as the cheque has not already been paid by contacting us with details of the cheque number, the account on which the cheque is drawn, the name of the payee, the amount and date of the cheque, and similar details of any replacement cheque. We may charge you for trying to stop a cheque, whether or not we succeed.
- d) We cannot stop a counter cheque or bankers' draft that you have asked us to draw on your behalf.
- e) You should always date a cheque; as undated cheques are likely to be returned with a request to include a date.
- f) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
- g) We do not have to pay any cheques issued on your account which are received for payment when they are more than six months old, but we may do so.

- h) If someone asks you to replace a cheque it is your responsibility to ask for the old cheque back, and to destroy it, or to ask us to stop the old cheque, before you write a new one. If you do not do this there is a risk that both the old and replacement cheques will be paid from your account.
- i) If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names.
- j) You should only write cheques in the currency of your account. If you need to make a payment in a currency other than the currency of your account, we will advise you on the best way to do so.
- k) If it is necessary to make amendments to a cheque you are writing, these should be made clear by crossing through the error and signing the correction.
- l) When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery including (but not limited to) using black ink which cannot be erased to write the cheque, never leaving a gap between words or figures and never signing a cheque before you use it. You may be liable for cheques which have been altered or signed by someone else if you have not taken all reasonable steps to prevent anyone from doing this and/or if you have not notified us of any actual or suspected event in accordance with clause 9.8m) below.
- m) If your cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must tell us as soon as you can.
- n) We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you.

## 10. Fixed Term Deposit Accounts

- 10.1 This clause 10 sets out the terms and conditions relating to fixed term deposit accounts (the "**Fixed Term Deposit Account**"). In the event that this clause 10 is inconsistent with any other clause of this Agreement then, in respect of Fixed Term Deposit Accounts, this clause 10 shall prevail.
- 10.2 We only allow cleared funds to be transferred into your Fixed Term Deposit Account. Therefore, a cheque used as a deposit must be paid into your current account with us then, once the cheque has cleared, we will transfer the funds into your Fixed Term Deposit Account. You will receive the interest rate applicable once the funds have been transferred into your Fixed Term Deposit Account.
- 10.3 The interest rate you receive is fixed for the term of the Fixed Term Deposit Account and is calculated daily on the cleared balance. We will tell you what the applicable interest rate is when your Fixed Term Deposit Account is opened.
- 10.4 You cannot make additions to your initial deposit into your Fixed Term Deposit Account but you can open more than one Fixed Term Deposit Account. Each Fixed Term Deposit Account will receive interest at the rate applicable at the time of opening.

- 10.5 If you withdraw any money from your Fixed Term Deposit prior to the maturity date you will lose all interest entitlement to your Fixed Term Deposit and the remaining balance will be transferred automatically to a Current Account.
- 10.6 You must contact us at least two Working Days before your Fixed Term Deposit Account matures to let us know what you wish to do on maturity. However, we will provide you with written notice 15 days in advance of maturity. Unless we hear from you or we already have written instruction from you to the contrary, the balance on your Fixed Term Deposit at maturity will be automatically rolled over into another equivalent Fixed Term Deposit available as published on our website. If such an equivalent product is no longer on offer the balance of your Fixed Term Deposit will be transferred to a Current Account.
- 10.7 We will pay you interest when we repay your deposit. The interest may be added to your Fixed Term Deposit Account or credited to you by cheque or by automated bank transfer to any UK bank account that you may nominate for such purpose.

## 11. Interest and Charges

- 11.1 The details of our interest rates, charges (including account fees and overdraft charges) and charging dates are not contained in these General Terms and Condition, but in our Personal Banking Fees and Charges Schedule accessible through the Branch website. You may find out further information about our charges by contacting us, please see the contacts section at clause 28. We may change our interest rates, charges and charging dates under condition 16 below.
- 11.2 Unless we inform you otherwise we will calculate any interest we pay or charge on a daily basis. We do not pay interest on amounts of less than one currency unit (for example £1 or €1).
- Interest on sterling accounts which we pay or charge will be calculated on the basis that there are 365 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
  - In the case of most foreign currencies, whilst interest will still be calculated on a daily basis by convention, it is both quoted and calculated on the basis that there are 360 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
- 11.3 *Our Website* contains details of when we pay interest, if any, on your account. This may be monthly, quarterly, bi-annually or annually. If the day that interest is due to be paid on an account is not a Working Day, we will pay interest up to, and on, the next Working Day.
- 11.4 We may also change the interest rates which apply to your account for any other reason. If we do this, we will tell you the reason for the change.
- 11.5 We will pay interest by crediting it to your account. We pay compound interest once interest has been capitalised, i.e. once it is credited to your account the interest then becomes part of the account balance and therefore counts towards the amount we pay interest on.
- 11.6 Where we pay interest to your account it will be paid 'gross' which means that we will not deduct tax automatically from your interest. You are responsible for paying any tax due to HM Revenue and Customs.

- 11.7 We will charge you any interest at the end of every quarter unless we tell you otherwise. We may also charge compound interest. A higher rate of interest will be charged if we have not given you a planned overdraft or to the excess if you exceed an overdraft limit which we have given you.
- 11.8 We may take any interest and charges you owe us from the same account or from your other accounts as allowed under clause 16. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account.
- 11.9 Further information on interest and charges is available on *our Website* provided as published at the time the account was opened. Such information can also be provided on request, please see the contacts section at clause 28.

## 12. Overdrafts and available funds

- 12.1 If you are 18 or over, we may at our discretion provide an overdraft facility on your account (except Fixed Term Deposit Accounts). When we agree to do so we will tell you the terms of the facility including:
- the limit;
  - the debit interest rate being charged;
  - how we calculate the debit interest;
  - any fees we may charge for agreeing, reviewing and/or continuing your overdraft; and
  - how and when the borrowing must be repaid.

We will confirm these details and any other conditions in writing. In some cases, we may need security.

- 12.2 An 'overdraft' is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The 'available funds' is the amount you can use to make payments out of your account each day. This is calculated as the amount of any credit balance that is available for you to use on your account plus the amount of any planned overdraft (the overdraft limit); less the amount of any card payments we have authorised but not taken from your account.
- 12.3 When calculating your available funds, we do not include any regular or other payments that we are aware may be paid into your account.
- 12.4 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft at any time. If we demand repayment or reduce your limit, this will usually be due to an alteration or anticipated alteration in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days' notice before making the change.
- 12.5 How much an overdraft will cost you will depend on whether it is a 'planned' or an 'unplanned' overdraft. A planned overdraft is an overdraft where we have agreed a limit that takes into account your personal circumstances, and which you arrange with us in advance in order to

increase the available funds in your account. When we grant you a planned overdraft we will tell you the terms of the overdraft including how long the planned overdraft will be available. Where we do not specify a period, then a default period of one year will apply and we may, at our discretion, agree to keep renewing it for further periods (usually one year unless we tell you otherwise).

- 12.6 We will treat any of the following events as a request for an 'unplanned overdraft', or for an increase in your unplanned overdraft if you already have one, if:
- a) you instruct us to make a payment from out of your account for which you do not have sufficient available funds, for example by your issuing a cheque or a direct debit request arrives; or
  - b) your account becomes overdrawn, or exceeds a limit previously agreed under a planned overdraft, due to a payment into your account being returned unpaid by the paying bank or because we have added charges.

Under both circumstances we will take account of your personal circumstances when considering whether we will agree to your request. We will not be liable to you if we do not agree to give you, or increase an existing, an unplanned overdraft

- 12.7 When your account goes into an unplanned overdraft we will write to tell you that we have agreed to it and about our charges for considering and agreeing to your request, unless it is to increase one you already have. We will ignore any unplanned overdrafts that are repaid by the end of that Working Day when our accounting systems are updated (usually between 18.00 and 19.00 hours London time). We will only provide 'unplanned overdrafts' for a limited time and we will tell you when you must repay one. Your unplanned overdraft will in any case end as soon as you have available funds again in your account. However, this will not preclude you requesting a new unplanned overdraft in the future.
- 12.8 Where you do not have sufficient available funds to make a payment and we do not agree to your request for an unplanned overdraft or an increased unplanned overdraft, you will not be able to make that payment. We will tell you that we have declined your request. If you ask us to do so we will give this explanation to you in writing. The charges that apply are set out in our *Interest Rate & Charges Guide for Personal Banking*.

## Part Four – General Conditions

### 13. Operating procedures for joint accounts

- 13.1 If two or more of you are party to this Agreement, the following terms apply:
- a) any of you are empowered to give us instructions independently of the others on your joint accounts. This means that any one of you can, for example:
    - i. withdraw all or any of the money on an account without the knowledge of the other;
    - ii. close an account or cancel a service;
    - iii. ask for statements to be accessed electronically alone or by paper;
    - iv. apply for overdrafts, cards or other services;

- v. open further accounts which are covered by this Agreement and which are available on your joint accounts,

we will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint customers;

- b) any one of you can replace an account or service with another account or service covered by these General Terms and Conditions on behalf of all of you;
- c) in the same way that any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name under clause 18;
- d) each of you is separately responsible for complying with the terms of this Agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one of you, even if you did not know about the debt;
- e) we may supply any information about your joint account and any transactions on it to any one of you. However, if you live at different addresses we can send any of you separate current account statements if you ask us to do so. We can act on information about you supplied by any of you;
- f) a notice we send to one of you will count as notice to all of you;
- g) if we open an account for you in joint names and you later decide to add a further person, or remove a person to the account or authorise someone else to operate the account, you must all apply to do so;
- h) if we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended. This means that further transactions will need the authority of you all;
- i) if this Agreement ends, or your account is closed, we may pay or transfer money we hold for you under this Agreement, or in the account, to any one of you; and
- j) if any of you die, we can, but are not bound to, continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all the money from the accounts and provide instructions relating to any services associated with the accounts.

## **14. Authorising other people to operate your accounts**

- 14.1 You can authorise another person to operate your account(s) by signing a third party mandate or a power of attorney in respect of those account(s), (you should take legal advice before signing a power of attorney). On joint accounts, all of you must sign.
- 14.2 For powers of attorney, we will need to see the signed document. In accordance with applicable law and/or regulations or at our discretion, we may need to see the original signed document. In other circumstances we are able to accept a copy certified by someone we reasonably consider appropriate, for example a solicitor or notary (if the document was executed overseas).

- 14.3 In certain circumstances, (for example, if you become bankrupt, incapable or in the event of your death), the law may require us to allow someone else to operate your account and any third party mandates or powers of attorney you have given may become ineffective.
- 14.4 For security reasons we may not always allow a person who is operating your account for you access to certain services. Where we do allow these services to be used that person may use your Security Details and we will not treat you as breaking your security obligations because they know your Security Details.
- 14.5 We will not be responsible for an act, or failure to act, of anyone you or the law authorise to operate your account, if we did not know or suspect that they were acting dishonestly towards you.
- 14.6 If you authorise another person to operate your account then you will be responsible for their actions, or failure to act, as if they were your own.
- 14.7 We reserve the right to undertake appropriate due diligence checks against any third party acting on your behalf or the person acting as your Attorney.

## **15. Personal information**

### **15.1 *How we collect your personal information***

- a) Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- b) We collect information on you through various means, including:
- i. application forms, emails and letters, telephone and face to face conversations, customer surveys, our website and during financial reviews and interviews;
  - ii. our data analysing your transactional data, for example amount, frequency, location, origin and recipient;
  - iii. information we receive from intra-group companies and from other organisations such as credit reference and fraud prevention agencies.
- c) You must not supply to us another person's personal information without first obtaining his consent for it to be used and disclosed in the ways described in this condition. Although we may still ask for confirmation that you have done so, this is because we will usually assume that he have given his consent. Where you do provide information about someone else, or someone else discloses a connection with you, that information will be considered as part of your personal information.

### **15.2 *How we use your personal information***

- a) We may, from time to time, provide further details about how your personal information may be used.
- b) You agree that we (as both the Branch and the Türkiye İş Bankası A.Ş corporate group) may hold and process by computer or otherwise any information we hold about you and may use any of that information, in order to:

- i. manage your relationship with us;
  - ii. update, consolidate and maintain the accuracy of our records;
  - iii. respond to your enquiries and complaints;
  - iv. comply with applicable laws and/or regulations, including (without limitation), anti-money laundering and anti-terrorism laws;
  - v. provide you with products and services and keep you informed about important changes or developments to the operation or features of those products and services;
  - vi. administer promotions, offers and competitions;
  - vii. assess any risks we may encounter across the İşbank Group;
  - viii. identify products or services we consider may be of interest to you;
  - ix. You agree that we may disclose that information to:  
  
other companies within our group for the purposes described in paragraphs (i) to (viii) above; and  
  
to any person to the extent necessary for the performance by us of our obligations under these terms and conditions.
- c) We will treat your personal information as private and confidential and it will not be disclosed to anyone other than:
- i. where it is allowed by this Agreement;
  - ii. where the disclosure is made with your consent;
  - iii. our interests require disclosure for example, where it is needed by our agents, advisors or others involved in running accounts and services for you or collecting what you owe İşbank Group;
  - iv. to credit reference agencies or other organisations who may use and give out information for credit assessments and to prevent fraud;
  - v. to Her Majesty's Revenue and Customs or other authorities that require it;
  - vi. where we are legally required to disclose it;
  - vii. where we have a public duty to disclose it;
  - viii. where it is required by İşbank Group or others to investigate or prevent crime.
- d) If you agree, we may analyse and use the information we hold about you to enable us to give you information about products and services offered by us (or by other companies in our group or selected third parties) which we believe may be of interest to you. You may tell us at any time if you do not want to contact you in this manner.

- e) Türkiye İş Bankası A.Ş. may in the future decide to sell, transfer or merge all or part of its business or assets, or any associated rights or interests, or to acquire a business or enter into a merger with it. If any of these events materialise we may disclose your personal information to a potential buyer, transferee, or merger partner or seller and their advisers on condition that they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction is concluded, the buyers, transferee or merger partner may use or disclose your personal information in the same manner outlined in these terms and conditions.
- f) Türkiye İş Bankası A.Ş. may use automated decision-making systems to assess any application for services, manage your borrowing and to detect financial crime including for example, fraud or money laundering.

### 15.3 *Credit reference and fraud prevention agencies*

- a) We may use credit reference agencies ("**CRA**") and fraud reference agencies ("**FRA**") records about you to:
  - i. assist us in making decisions, for example, in order to:
    - I. confirm the details given on applications for credit, credit-related or other services;
    - II. manage credit, and credit-related accounts or services;
    - III. debt recovery; and
    - IV. check the details of job applicants and employees; and
  - ii. to prevent crime, including fraud and money laundering.
- b) We, CRAs and other organisations may also use CRA records about you and those financially linked to you in order to:
  - i. check your credit history;
  - ii. verify your identity if you, or someone financially linked to you, applies for services;
  - iii. trace your whereabouts; and
  - iv. undertake research, statistical analysis and systems testing.

Please note: you will be financially connected by CRAs to any other names that you use or have used in the past and to any joint applicants. This means that joint applicants' financial affairs may be treated as affecting each other, and will be revealed whenever CRS records are searched, until one of you successfully files a disassociation with the CRAs.

- c) If we need to make a credit decision when you apply for a service or review how much credit we have extended to you under an existing agreement, such as an overdraft, we will carry out a CRA search. The CRA will record the searches, even if an application is not proceeded with or is unsuccessful. This may impact on your ability to borrow

from other lenders. We may also inform CRAs how you manage your relationship with us, for example whether or not you meet your payments in a timely manner, which may also affect your ability to obtain credit from other lenders.

- d) We may pass details of false or inaccurate information provided and any suspected fraud or general information about how you manage your relationship with us to FRAs and other relevant organisations. This information may be accessed and used by law enforcement agencies and us.
- e) If you ask us we will tell you which CRAs and FRAs we have used in order that you can obtain a copy of your details from them.

#### 15.4 *Transferring information abroad*

- a) You agree that we may also transfer information we hold about you to any country, including countries outside the European Economic Area, for any of the purposes described in this clause 15.
- b) We may process payments through other organisations including banks and the global payment system operated by SWIFT where, for example, you instruct us to make an overseas payment or a payment through CHAPS. Those organisations may process and retain your personal information abroad and may be required to disclose it to foreign authorities (usually in order to assist them in their fight against crime and terrorism), including those outside the EEA, in which case your personal information may not be protected to equivalent UK standards.

#### 15.5 *Reference requests*

15.6 We will obtain your written consent before providing a bankers' reference about you. However, if we receive a written request from another financial services institution to verify your identity for money laundering prevention purposes, we will provide this information.

#### 15.7 *Access to information*

- a) You may have a right of access to some or all of the information we hold about you, or to have inaccurate information corrected, under data protection law. If you wish to exercise either of these rights, please contact us. Our contact details can be found at clause 28.
- b) We will require proof of your identity before providing you with personal information and we are entitled to charge a small administrative fee for supplying the information.

#### 15.8 *Retention of your information*

15.9 We will retain your information following the termination of this Agreement for so long as is necessary in order to comply with our legal and regulatory obligations or our document retention and records management policies.

### 16. *Alterations to the provisions of this Agreement*

#### 16.1 *General alterations*

- a) We will not alter a fixed rate of interest on your account or any other condition, if we have agreed to fix it, for the duration of time that we have agreed to keep it fixed.
- b) We may also introduce additional benefits on your account such as enhanced services, preferential terms, preferential interest rates and/or special promotions. We may limit the period for which such benefits may apply or be available and we may extend such period. At the end of any such period, the benefit will finish.
- c) We may have to have alterations to the Agreement in order comply with changed regulatory requirements that we are subject to.
- d) Otherwise, we can only make alterations to these and additional terms and conditions as set out below.

#### **16.2 *Alterations we can make without our giving advance notice***

- a) We can change our standard exchange rates at any time. Reference Exchange Rates that we do not will change automatically.

#### **16.3 *Alterations we can make only by our giving you advance notice***

- a) Providing we give you two months' notice we may change our banking hours, the location of the Branch and similar matters at our discretion. The change will apply from the date specified on the notice.
- b) Providing we give you two months advance personal notice we can amend:
  - i. the additional terms and conditions that apply to a particular account or service; and
  - ii. any of the terms of this Agreement.
- c) Providing we give you 30 days' advance personal notice we can amend:
  - i. the interest rate that you pay on an overdraft, which is not to your advantage; or
  - ii. to the other additional conditions of an overdraft.
- d) Where we notify you of a material change to an interest rate, in accordance with clause 16.3b), and this change will be to your disadvantage we will also inform you of the following:
  - i. if we offer a comparable interest bearing account, for which you are eligible; and
  - ii. remind you of your rights to move your account to another bank, should you wish to do so.

### **17. General liability**

- 17.1 To the extent permitted by applicable law and/or regulations, if we break this Agreement:

- a) we will not be liable for any losses or costs arising from abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused, amongst other things, by the action of any government or government agency, industrial action, problems with another system or network (such as CHAPS), mechanical breakdown or data-processing failures, any act, omission or delay of any agent, correspondent or paying bank, or any third party.
  - b) since this Agreement is made with you as a personal customer, we will not be liable to you in any circumstances for any business losses or costs you suffer, for example, loss of business, goodwill, profits or opportunities.
- 17.2 You will not be liable for any payment instructions that you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:
- a) that you have acted fraudulently in which case you will be liable without limit for all payments from the account that we have not been able to stop and for all related losses; or
  - b) that you have been careless with your card or Security Details, for example if you do not inform us as soon as you think someone has found out your Security Details or is accessing your account without your authority or you broke your obligations in clause 5. In which case, depending on the facts of the case and any applicable legal requirements, you may be liable for payments from your account but only until you informed us that your card or Security Details have been lost, stolen or could be misused.
- 17.3 If you are not liable for a payment, we will refund the amount of the payment and any charges or interest that you may have paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 17.4 To the extent permitted by applicable law and/or regulations, you will be liable for any costs incurred, loss, damage or liability we suffer as a result of any breach by you of the terms of this Agreement.
- 17.5 In respect of unauthorised transactions (whether in connection with lost or stolen payment instruments), you may be held liable for up to £35 per transaction, unless it can be shown that the unauthorised transaction was as a result of theft or as a result of the actions or omissions of a bank employee or agent or as someone who carried out activities on behalf of the bank.
- 17.6 You will be liable for any debt that arises on your account. If you have a joint account, you will each be responsible for any money owing on the joint account and you will be jointly and severally liable. 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.
- 18. Off-setting money between accounts**
- 18.1 If any money you owe us, for example, a loan, mortgage, overdraft or otherwise is overdue for payment, we may use any money in any of your accounts, whether or not those accounts are in the same currency, with us to reduce or repay (by way of set-off or otherwise) what you owe to us. This is known as our '**right of set-off**'.

- 18.2 We can use this right of set-off against accounts which are in your sole name as well as joint accounts you hold with us. In addition, **where you hold a joint account with another person(s) you become financially linked with that person. Because of that financial link you agree that where the other person owes us money we can exercise our right of set-off against the other person's account, the joint account you share with the other person and your own current account.** For instance, you ("Person A") share an account with another person ("Person B"). Person B default on a loan payment to us and we exercise our right of set-off. We can exercise this right of set-off against Person B's own account, the joint account that Person A and Person B share and the account of Person A alone.
- 18.3 We will write to you at least 14 days before exercising our right of set off. In our letter we will explain why we are exercising our right of set off and provide further general information on when we might exercise our right of set-off again in the future. The foregoing notwithstanding, if we think there is a risk that you will move money out of your account with us to prevent us exercising our right of set-off then we will delay informing you until the day we actually exercise our right of set-off.
- 18.4 After we have exercised our right of set-off we will promptly inform you that we have done so.
- 18.5 For the purposes of this clause 18, we may exercise our right of set-off when you owe money to an entity within the Türkiye İş Bankası A.Ş corporate group. Further, to the extent permitted by law, **by entering into this Agreement you specifically agree that our right of set-off can be applied not only in circumstances where you owe us money in your personal capacity but also where you owe us money in a business or other professional capacity (i.e., where you have both a personal account with us and a business account).**
- 18.6 We are sometimes in receipt of legal instructions or notices to hold a customer's money for someone else or to pay it to a third party. If this happens to you, the money available to the other person will be what remains after we total the amounts we owe you on your affected accounts and deduct the amounts that you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.
- 18.7
- a) When exercising our right of set-off under this clause 18, we will have regard to our obligations to treat you fairly, particularly if you are in financial difficulty. On the basis of the personal information we hold about you, we will not take such money from your account: (i) when we know or reasonably ought to know, that you hold that money as a fiduciary or you are under a legal obligation to deal with that money in a certain way; or (ii) as would mean that you did not have the money to afford to pay for your essential living expenses or your priority debts (e.g., your mortgage, gas bill, etc.). For example, if you owe us £2,000 and have £1,800 in your account we will not take the full £1,800 where we determine that you are holding some of that money (£300) for another person and need £500 for your essential living expenses. In this example we will only exercise our right of set-off over the £1,000 and will leave you the £300 you hold for someone else and with £500 to cover your essential living expenses.
- b) If we exercise our right of set-off over one of your accounts and later learn that we took money from your account which either belonged to another person and/or was

needed to cover your essential living expenses, we will refund this money unless we consider it fair in the circumstances not to do so.

## **19. Terminating this Agreement, closing your account or ending a service**

- 19.1 If you are not happy about your choice of current or savings account (except for a Fixed Rate Term Deposit Account), we will help you to switch to another of our accounts or we will close your accounts and pay you the balance in your account with interest at the rate(s) if any applicable to your account. We will ignore any additional charges and any notice period that applies to your account
- 19.2 This Agreement will continue until it is cancelled by you or by us. If you are paying any regular fees for an account or service, the amount you pay will be limited to the period for which we provide that account or service.
- 19.3 You may end this Agreement, or an account or other related service, at any time by writing to us, visiting your branch or by phoning us. Where you have not told us in writing, we may require confirmation in writing.
- 19.4 You will be treated as ending this Agreement in relation to an account if you do not make a payment into the account within two months of opening it.
- 19.5 We may end this Agreement or any account or service under it:
- a) by giving you two months' written notice; or
  - b) immediately if:
    - i. you are, or we reasonably consider you may be:
      - 1) using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
      - 2) acting fraudulently;
      - 3) behaving improperly (for example, in a threatening or abusive manner);
      - 4) otherwise commit a material breach of any of the terms under this Agreement;or
    - ii. we reasonably consider that by continuing the Agreement:
      - 1) we may break a legal requirement or a court order or other authority;
      - 2) we may be exposed to action from any government or regulator; or
      - 3) you have seriously or persistently broken this Agreement in any other way.
- 19.6 We may suspend or close an account or cease providing a service if:
- a) you are not eligible, or no longer eligible for an account or service; or
  - b) you do not use it for 36 months.

- 19.7 If we end this Agreement or cease to provide an account or service, we will act in a manner we think is reasonably appropriate in the circumstances and will try to reduce the inconvenience to you.
- 19.8 When you or we end this Agreement, any benefit, service or account we provide under it will end and you must:
- a) repay any money that you owe us, such as overdrafts and the amount of any cheques, card transactions or other payment instructions you have made and which have not yet been taken out of your account;
  - b) pay any charges or interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the Agreement is cancelled) and;
  - c) return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before returning them).

If you or we end a service (but not the whole Agreement), you must take these steps as they apply to that service alone. We reserve the right not to close your account until you have met with terms of this clause 19.8.

- 19.9 When your account is closed, you are responsible for cancelling any direct payments, for example direct debits, standing orders, into or out from your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 19.10 If this Agreement, or a service under it, ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 19.11 When this Agreement ends, or your account is closed, we will pay or transfer money we hold for you or owe to you under this Agreement or in the account, to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, for example anything you may owe us under clause 17 or, if you have broken this Agreement, any resulting loss of ours.
- 19.12 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 19.13 After this Agreement ends, we will retain our rights to use money between accounts under clause 16 and any rights we have under general law; and clause 15 (personal information) will continue to apply.
- 19.14 ***Cooling off period***
- a) After opening an account with us you have a period of 14 days within which to cancel your account (except for a Fixed Rate Term Deposit Account).
  - b) The cancellation period set out in clause 19.14a) above, begins on the later of the following two dates:
    - i. the date your account is opened; or

- ii. the date on which you receive a copy of these General Terms and Conditions.
- c) To cancel your account you must send a written notice to us (by letter or by email), our contact information is provided at clause 28.
- d) If you cancel your account, we will return all the money in your account to you and any interest it has earned, and we will not impose any extra charges. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services.
- e) If you do not cancel your account in accordance with this clause 19.14, your account will remain open and you will remain bound by this Agreement until such a time as your account is closed.

## **20. Definition and consequence of dormant account status**

- 20.1 If there have been no payments in to or out from an account for a period of 2 years, and we have not heard from you within this period of time, we will write to you at your last known address stating that unless we hear from you to the contrary within 1 month from the date of our notice the account will be classified as dormant and will not accrue interest. However, the funds remain your property. We will need to re-identify you and apply additional anti money laundering procedures as appropriate before making any payment.

## **21. Transferring rights and obligations**

- 21.1 You cannot transfer any obligations or rights, benefits or interests under this Agreement or in your accounts or income from them, or create any security over money in your accounts in favour of someone else without our written consent.
- 21.2 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to a person or entity we consider reasonably capable of performing them. References to us in these General Terms and Conditions would then be read as references to the person or entity to which any relevant right(s) or obligation(s) were transferred.

## **22. Not enforcing this Agreement**

- 22.1 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict application of this Agreement later on.

## **23. The law applicable to this Agreement**

- 23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 The parties agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Business or its subject matter or formation (including non-contractual disputes or claims).

## 24. How to make a complaint

- 24.1 It is the view of Türkiye İş Bankası A.Ş. that all of our customers are of the highest importance and accordingly all are to be treated with respect and fairness at all times. Should you feel that we have fallen short of these ideals or feel in anyway dissatisfied with our level of service we would like to hear from you.
- 24.2 If something has gone wrong, please let us know by contacting any of the following:
- Your Relationship Manager or Isbank London Branch contact on UK Tel: (44) (0207 394 1400); or
  - By email to [complaints@isbank.co.uk](mailto:complaints@isbank.co.uk); or
  - By writing to the Head of Compliance, Isbank London Branch, 8 Princes Street, London EC2R 8HL.

The person you contact will note the details of your complaint and ensure that this is dealt with in line with our complaints handling procedure described below.

- 24.3 We will do all we can to resolve your complaint by at least the end of the 3<sup>rd</sup> business day following receipt and provide you with a written summary as to resolution. If we cannot do this, we will tell you who is dealing with your complaint and:
- a) we will write to you promptly and provide you with the contact details of who is handling your complaint and provide you with details of the Branch's complaint handling procedures. We will make every effort to resolve the complaint, as soon as possible in a fair and equitable way. We will also provide you with a copy the Financial Ombudsman Service's explanatory leaflet;
  - b) after 8 weeks, we will either send you our final response signed by the Compliance Officer. If we have not sent you our final response within 8 weeks from the date that you first made your complaint or you are dissatisfied with the outcome of our final response, you can refer the complaint to the Financial Ombudsman Service. However, you must do so within 6 months;
  - d) however, if your complaint is related to payment activity, we will send you our final response within 15 business days. If in exceptional circumstances, we have to send you to a holding response. We will explain why we are not in a position to provide you with a final response and indicate when you can expect one, but this will be no later than by the end of 35 business days after the day when the complaint was first received.

- 24.4 The Financial Ombudsman Service is an independent body that can review your case impartially and make a final decision on banking or, other financial disputes where you have made a complaint and you remain dissatisfied or, we have been unable to resolve it. However, they will only consider your complaint, if you have first tried to resolve it with us. So please, contact us with your concerns first, in order that we may do all we can to resolve them speedily.

You may contact the Financial Ombudsman Service by telephone on 0800 023 4567 (or +44 207 964 0500 if calling from outside the UK) or by email (<https://www.financial-ombudsman.org.uk/>) or by writing to:

The Financial Ombudsman Service,  
Tower Exchange,  
London E14 9SR

## **25. The Financial Services Compensation Scheme**

25.1 We are members of the Financial Services Compensation Scheme ("FSCS"). Deposits in all currencies made with us (Türkiye İş Bankası A.Ş., London Branch) are covered by the FSCS. The FSCS covers up to £85,000 of each eligible account holder's total deposits and up to £50,000 of investments. As individuals you will be eligible for FSCS protection in most circumstances. If you would like to learn more about the FSCS, more information can be found on its website: [www.fscs.org.uk](http://www.fscs.org.uk).

## **26. Our Regulators and how we are regulated**

26.1 Türkiye İş Bankası A.Ş is incorporated in Turkey and has been licensed to operate as a bank by the Turkish Banking Regulation and Supervision Agency.

26.2 In the United Kingdom, Türkiye İş Bankası A.Ş. is registered in England and Wales under Company No. FC012054 with branch number BR001619. Türkiye İş Bankası A.Ş is authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 204708. Our VAT Number is 397281706.

26.3 We follow advertising codes regulated by the Advertising Standards Agency (ASA). If you would like to complain about to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk). You may find out more about the advertising codes of the ASA by visiting their website or calling them on 0207 492 2222, faxing them on 0207 242 3696 or writing to them at:

The Advertising Standards Authority  
Mid City Place  
71 High Holborn  
London  
WC1V 6QT

## **27. General Information**

27.1 We will communicate with you in English.

27.2 Our charges will include our delivery costs, if any, and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or through us.

27.3 For more information visit us at [www.isbank.co.uk](http://www.isbank.co.uk) or visit us at a Branch.

27.4 We will retain a copy of this Agreement, which will be available on our website or on request.

27.5 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

## 28. Contact details

- 28.1 You may contact us for general enquiries by calling your dedicated customer relationship manager or by writing to us at the following addresses;

Türkiye İş Bankası A.Ş London Branch  
8 Princes Street  
London  
EC2R 8HL

Tel no; 0207 397 1400

You may also contact us by email at [info@isbank.co.uk](mailto:info@isbank.co.uk)

- 28.2 To find out more about our current interest rate please visit the Branch or call us on 0207 397 1402.
- 28.3 To find out more about our standard exchange rates for foreign cheques, international payments, foreign currency transactions please visit us at the Branch or call 0207 397 1423
- 28.4 For personal information queries and requests please write to the Compliance Officer at the above address.
- 28.5 To tell us about a change of name / address please visit us at a Branch or send us a change of name / address form which you may obtain from your Branch.
- 28.6 To tell us if your Debit Card is lost or stolen or you suspect someone knows your PIN or if there is any risk your card or card number may be misused for any reason at all, contact your customer relationship manager as soon as possible or alternatively by calling the Lost/Stolen reporting line.