

Terms and Conditions (personal accounts)

General Terms and Conditions

Current Account, Instant Access Savings Account and

All-in-One Fixed Term Deposit Account

Gold Premier and Gold Student Account

Student Prime Account

Wealth Management Account

Verified by Visa

Effective from 6 January 2020

Bank of China (UK) Limited

From UK: 0800 38 95566

From overseas: +44 20 7282 8926

www.bankofchina.com/uk



Bank of China (UK) Limited
Registered in England Number 6193060
Registered Office: 1 Lothbury, London EC2R 7DB

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General Terms and Conditions

Bank of China (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 467410). Registered in England (company number 6193060). Register office: 1 Lothbury, London, England, EC2R 7DB.

Your agreement with us ('Agreement') consists of the following (all as amended from time to time in accordance with the terms set out in the Agreement):

- these General Terms and Conditions ('General Terms');
- the Additional Conditions that apply to any product or service that you have;
- the interest rate information applicable to any product that you have. You can find details of interest rates and charges by telephoning us or by asking staff in our branches;
- the Tariff of Banking Charges (Personal Accounts) ('Tariff'); and
- any other terms and conditions that you and we agree relating to the product/service you have.

Examples of Additional Conditions that may apply include:

- (1) the Current Account, Instant Access Savings Account, All-in-One Fixed Term Deposit Account Terms and Conditions (the 'Current Account, Instant Access Savings Account, All-in-One Fixed Term Deposit Terms');
- (2) the Gold Premier and Gold Student Account Terms and Conditions (the 'Gold Premier and Gold Student Terms');
- (3) the Student Prime Account Terms and Conditions (the 'Student Prime Terms');
- (4) the Wealth Management Account Terms and Conditions (the 'Wealth Management Terms');
- (5) the Personal Internet Banking Terms and Conditions; and
- (6) the Terms and Conditions for the Mobile Banking Service.

If you apply for a particular account, or register to use one of our services such as our Personal Internet Banking Service or our Mobile Banking Service, then the relevant Additional Conditions will apply and will form part of your Agreement with us.

If there is any inconsistency between anything in the General Terms and any term or condition in the Additional Conditions, the relevant term or condition in the Additional Conditions will apply.

Please read the Agreement and keep your copy in a safe place. The Agreement contains important information about your account(s) with us and any debit card issued for use on an Account, and it represents the terms of the contract between you and Bank of China (UK) Limited, which will remain in place whilst you continue to have a relationship with us. You can ask for a copy of the Agreement at any time.

1. Interpretation

'We', 'Us' and 'Our' means Bank of China (UK) Limited, which includes the Banking Department and our branches: London Chinatown Branch, Birmingham Branch, Glasgow Branch and Manchester Branch (each a 'Branch'), and also our successors and anyone to whom we transfer our rights and obligations in respect of an Account.

'You' and 'your' means any person or persons in whose name(s) the Account is opened.

'Account' means an account held in your name(s).

'Business Day' means a day, not being a Saturday, Sunday, or a Public Holiday, on which banks are open for business in London. Some of our Branches are open on other days, but these are not treated as 'Business Days' for the purposes of these Conditions.

'Card' means any debit card we provide for use on an Account.

'DPA' means the Data Protection Act 1998, as amended, supplemented or replaced from time to time.

'GBP' means British pound sterling, or the official currency of the United Kingdom.

'Payment Account' means any of our Accounts which is identified as a 'Payment Account' in the Additional Conditions for that Account.

'Personal Information' means any personal data as defined in the DPA, including, but not limited to, any such data which consists of a name, address, e-mail address, date of birth, gender, identification numbers, income, employment, assets, liabilities, source of funds, payment records, personal references, investment objectives, financial plans, credit reports and other financially-related information as well as information relating to habits, personality, travel or movement details, lifestyle, leisure activities, qualifications and employment history.

'Security Credentials' means any features which are personalised to you and which you use either to identify yourself to us (for example, over the telephone, or if you use our Personal Internet Banking Service or Mobile Banking Service) or to give your consent to the execution of a payment. Examples of Security Credentials include a PIN, password, memorable information, numbers generated using an electronic token, and biometric information such as a fingerprint.

'Third Party Provider' means any online provider that you authorise to access information on a Payment Account, or to give us payment instructions on your behalf in relation to a Payment Account. Depending on the authorisations you give them, Third Party Providers will have access to all the information on your Account and will be able to make payments out of your Account, as if they were you. Many Third Party Providers will be authorised by the UK Financial Conduct Authority, or by the equivalent regulatory body in another country in the European Economic Area. If you are thinking of using a Third Party Provider, you should ask it for details of its authorisation (if it has one) and check these yourself (the Financial Conduct Authority's online register can be found at <https://register.fca.org.uk>). You should also make sure you are comfortable to give a Third Party Provider access to your Payment Account.

2. Your cheque book

- 2.1. You must take care of your cheque book, and inform us immediately if your cheque book is lost, stolen or misused and confirm this in writing. The cheque book remains our property at all times and we may at any time withdraw it with two (2) months' notice under normal circumstances or immediately in the event of misuse.
- 2.2. When you write a cheque, you must take all reasonable precautions to guard against forgery.
- 2.3. If we receive a cheque which is more than six (6) months old, we may, but do not have to, pay it.
- 2.4. You must not issue cheques that are dated in the future ('post-dated'). If you do issue such cheques and they are presented for payment before the date on the cheque, we may pay the cheque or return it unpaid and we will not be liable to you.

3. Debit cards

- 3.1. You may apply for a debit card (Card) on certain Accounts for personal use only (and not for any business or commercial use), if you are aged eighteen (18) years or over and resident in the UK. If the Account is joint, both parties are entitled to apply for a Card each. Your application will be assessed and if you are issued with a Card, you must:
 - sign the Card in permanent black ink when you receive it;
 - keep the Card secure at all times and do not allow any other person to use it;
 - never record your Card's PIN in any way which could be understood by someone else;
 - never disclose your PIN to anyone, including our staff;
 - not keep your cheque books and Card together; and
 - following any reasonable instructions which we give you or publish on our website from time to time and which are intended to help you keep your Accounts safe.

Please also see Condition 11 below.

- 3.2. You must not use the Card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the Card.
- 3.3. You must only use the Card when there are sufficient cleared funds in your Account to cover the payment, or the amount of the payment is covered by an overdraft agreement.
- 3.4. The Card remains our property. If we ask, you must return the Card to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half). We, or anyone acting for us, may keep the Card at any time. For example, we may withdraw the Card and instruct any third party to keep hold of it if you try to use it.

Using the card (card transactions)

- 3.5. The Card may be used along with the PIN to obtain cash at any time, up to the daily limit for the card, from any cash-dispensing machine which will accept the Card.
- 3.6. We will advise you of the daily cash withdrawal limit for the Card (this may include the value of other card transactions carried out at cash dispensing machines, details of which will be published on our website from time to time) and may adjust it from time to time.
- 3.7. The Card may be used to settle any purchase from retailers or suppliers of services who display the Visa logo or any other logo which we print on the Card.
- 3.8. For interest calculation purposes, card transactions, including withdrawals of cash carried out using the Card, will be deducted from your Account as soon as we receive them, which is normally on the next day.
- 3.9. On each day, any available funds in the Account will be used to pay any card transaction notified to us since the previous Business Day in priority to paying any other debit from the Account.

- 3.10. For card transactions abroad, there are additional charges. Please refer to our latest Tariff for further information.
- 3.11. The Card may not be accepted by some gambling establishments, such as casinos or licensed betting shops and online cash transaction.
- 3.12. We will not be responsible where you are unable to use your Card because we have refused the payment under Condition 10.1 (as explained in Condition 10.5), or where an ATM, retailer, supplier or other person declines to accept the Card for any other reason.
- 3.13. The Card is not a cheque guarantee card and cannot be used to guarantee any cheques drawn on the Account.
- 3.14. You may end your use of the Card at any time by returning the Card to us (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half).

4. Borrowing

- 4.1. If we have not agreed an overdraft facility with you, or you exceed any agreed overdraft facility limit, we will refuse to honour any payment requests given by you. However, there may be circumstances in which we are unable to refuse to honour the payment request, or there may be a charge applied to your Account. If your Account becomes overdrawn as a result, interest at our rates for unarranged overdrafts will apply (as per our latest Tariff) and you must immediately pay sufficient money into your Account to correct the unauthorised position.
- 4.2. If at any time your Account is overdrawn, we may demand immediate repayment of any money owing to us. If a foreign currency Account held by you is overdrawn, you will be responsible for any exchange rate risks and any other costs incurred in making repayment in accordance with our requirements or the requirements of any central bank or government authority.
- 4.3. We are authorised by you to transfer funds from any other account(s) you may hold with us, to pay off or reduce an overdrawn balance on your Account at our discretion. Please also see our rights of set-off under Condition 21.

Interest, exchange rates and charges

5. Interest

- 5.1. When you open an Account with us we will advise you of the interest rates applicable to the Account. These interest rates may also be available on our website, in our Branches, or you can ask us for this information at any time. The reference interest rates used for pound and euro can be found on the Bank of England and European Central Bank websites, www.bankofengland.co.uk and www.ecb.europa.eu respectively.
- 5.2. Interest where applicable will be calculated on a daily basis on the cleared balance of your Account and will be applied at the times and rates applicable to the type of Account you have. For interest applicable to your account please refer to our website or in our branches.
- 5.3. Subject to any Additional Conditions that apply to your Account, we can change interest rates as set out below.
- 5.4. Changes may include the introduction or alteration of tiers, under which interest is not paid where the amount in the Account is below a certain level, and/or where different rates apply depending on the amount in the Account.
- 5.5. We will not change the rate of a fixed rate Account during the fixed rate period.

Changes to interest rates on Accounts

- 5.6. We can change interest rates on Accounts at any time for any of the following reasons:
 - to reflect changes in the Bank of England bank (base) rate, any rate that replaces it, or any other external interest rate that affects the cost to us of holding money on deposit and/or lending money to borrowers;
 - to reflect other changes in our costs in providing Accounts, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
 - to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank);
 - to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
 - to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you;
 - to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

- 5.7. Where your Account is a Payment Account and the change is a reduction in the interest rate on the Account, we will give you personal notice of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

- 5.8. Where the change is a reduction in the interest rate on an Account, we will give you personal notice of the change as follows:
- if no notice period applies for withdrawals, we will give you fourteen (14) days' prior notice before the change takes effect. If you wish to close or switch your Account the normal notice period for closure will not apply;
 - if the notice period for withdrawals is less than thirty (30) days, we will give you forty-four (44) days' prior notice before the change takes effect. If you wish to close or switch your Account the normal notice period for withdrawals will apply to your Account;
 - if the notice period for withdrawals is thirty (30) days or more, the notice period we will give you before the change takes effect will be fourteen (14) days plus the normal notice period for withdrawals. If you wish to close or switch your Account the normal notice period for withdrawals will apply to your Account.
- 5.9. Where we increase the interest rate on an Account, we will tell you about this by posting a notice on our website and in our Branches within thirty (30) days of the change.

6. Exchange rates

- 6.1. When you make a payment in a currency other than the currency in which your Account is denominated, or we receive a payment into your Account which is in a different currency from the currency in which your Account is denominated, we will convert the payment into the relevant currency using the spot rate of exchange selected by us at the time of conversion. This will normally be the Bank of China (UK) Limited exchange rate.
- 6.2. When you use the Card for a card transaction in a currency other than pound, we will convert the amount into pound at the relevant exchange rate on the day of the transaction being cleared by relevant channels. If the transaction is cleared through Bank of China's network in China, the relevant exchange rate will be the Bank of China exchange rate. You can obtain information about this rate by contacting us. In all other cases, the exchange rate will be set by Visa and information about this rate is available on Visa's website.
- 6.3. Exchange rates change according to market movements each day and any changes will apply immediately. Please note that this rate can on some occasions fluctuate considerably during the course of a day.
- 6.4. Details of the Bank of China (UK) Limited and Bank of China exchange rates we use are available on request. Please note that, unless we expressly say otherwise at the time we accept your instruction, any exchange rate quoted by us is indicative only, as the rate may have changed by the time we carry out the conversion. When you ask us to carry out a currency conversion we will provide you with the exchange rate which is used as the basis to calculate the currency exchange.

7. Bank charges and costs

- 7.1. Our Tariff sets out the charges (also sometimes referred to as fees) that may apply for the running of your Account and, if appropriate, any Card. Charges applicable to specific Accounts may also be set out in the Additional Conditions for that Account.
- 7.2. Fixed charges will be debited from your Account in accordance with our latest Tariff at the time the relevant service is provided to you.
- 7.3. If you request a service for which the charge is not detailed within our Tariff, we will let you know the charge for this service before, or when, we provide the service to you, or upon your request.
- 7.4. We can introduce a new charge, or increase, decrease or abolish an existing charge, for any of the following reasons:
- to reflect changes in our costs in providing Accounts, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
 - to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank);
 - to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
 - to reflect any cost associated with any new product or service we introduce, or any new feature on an existing product or service;
 - to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you;
 - to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

- 7.5. Fixed charges will be debited from your Account in accordance with our latest Tariff at the time the relevant service is provided to you.

Changes to charges (other than charges relating to electronic payments)

- 7.6. If we introduce a charge, or increase an existing charge, which relates to the day-to-day running of your Account, we will give you at least thirty (30) days' personal notice before the change comes into effect. If the change does not relate to the day-to-day running of your Account, we will tell you about the change by posting a notice on our website and in our Branches within thirty (30) days of the change. If you wish to close or switch your Account during the thirty (30) day period, the normal notice period for closure will not apply.
- 7.7. If we reduce or abolish a charge we will tell you about the change by posting a notice on our website and in our Branches within thirty (30) days of the change.

Changes to charges relating to electronic payments

- 7.8. If we introduce a charge, or increase, reduce or abolish an existing charge, which relates to electronic payments into or out of your Account, we will give you personal notice of the change at least two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.
- 7.9. There may be other taxes or costs that are not paid through us or charged by us.

8. Giving and cancelling instructions

- 8.1. Where we refer to you giving us an instruction in this Agreement, this includes an instruction given by you (or any of you, in the case of a joint Account) or by a Third Party Provider.
- 8.2. You consent to us making an electronic payment in one of the following ways:
- in one of our Branches, by completing and signing the relevant forms we ask you to provide in order to authorise the payment;
 - by posting a written instruction to us, clearly setting out the details of the payment to be made and signed by you;
 - through our Personal Internet Banking Service or Mobile Banking Service, by entering the necessary Security Credentials and providing details of the payment to be made; or
 - by using any other method we may introduce and/or agree with you from time to time.
- 8.3. If we have issued a Card for you to use in connection with your Account, you can also give us a payment instruction by using the Card. You will be treated as having consented to us making the card payment in one of the following ways:
- by signing a voucher;
 - by entering your PIN;
 - online, by providing your Card number, expiry date and security code, or a combination of these details;
 - if you have a contactless Card, by holding your Card near the card reader;
 - by using an e-wallet, or device such as a mobile phone, on to which your card details have been loaded, where this technology is available;
 - by providing biometric confirmation, where this technology is available (for example, by using your fingerprint or facial recognition software).
- 8.4. We do not accept payment instructions over the telephone.
- 8.5. We do not accept instructions by email since messages sent over the internet cannot be guaranteed to be secure as they are subject to possible interception, loss and/or alteration. We cannot, therefore, be held liable by you or anyone else for any damage or loss suffered in connection with any message sent by you to us over the internet.
- 8.6. You cannot give us instructions to make Faster Payments in a Branch.
- 8.7. If more than one cheque is presented to us on the same day and you do not have sufficient funds in your Account to enable us to honour all such items, we may choose which of the items to honour irrespective of the date of issue of each item.
- 8.8. Cash withdrawals in excess of £1,000 will require at least twenty-four (24) hours' prior notice. Withdrawals of cash in foreign currency are subject to availability.
- 8.9. You may instruct us in writing or verbally (with written confirmation to follow) to cancel a cheque, providing:
- the amount has not yet been taken out of your Account, and
 - we have not already told the beneficiary or their bank that payment will be made, and
 - we have received the written stop instruction prior to presentation of the instrument.

A charge applies for cancelling a cheque. Please see our Tariff for details.

8.10. You cannot cancel cash, card transactions or electronic payment instructions after they have been authorised by you. However, you can cancel a future dated instruction (for example, a standing order or Direct Debit, a continuous payment authority on a Card, or an instruction to make a payment at the end of a notice period or on maturity of a fixed rate deposit) in one of the following ways:

- in one of our Branches, by telling us which payment you wish to be cancelled;
- by posting a written instruction to us, setting out the details of the payment to be cancelled; or
- by using any other method we may introduce and/or agree with you from time to time.

In each case, we must receive your cancellation instruction before close of business hours on the Business Day before the payment is to be made. If you cancel a standing order or Direct Debit, we will treat your instruction as meaning that all subsequent standing orders or Direct Debits are also to be cancelled. A charge applies for stopping payment of a standing order. Please see our Tariff for details.

9. Receipt of instructions

9.1. Any instruction to make an electronic payment will generally be treated by us as being received by us at the time we actually receive your consent to make the payment (as explained in Condition 8). The exceptions are set out below.

9.2. Unless the payment instruction relates to a Faster Payment given through Personal Internet Banking or Mobile Banking, if we receive your payment instruction after our cut-off times on a Business Day, or on a day that is not a Business Day, your payment instruction will be treated as being received by us on the following Business Day. Our cut-off times for receipt of payment instructions are set out in our Tariff of Banking charges (personal accounts), available in our Branches, or you can ask us for this information.

9.3. If you have given us a payment instruction for a payment to be made on a future date (for example, a standing order or Direct Debit, or an instruction to make a payment at the end of a notice period or on maturity of a fixed rate deposit), or on the date you provide funds to us to make the payment, then your payment instruction will be treated as being received on that date.

10. Refusal or delay of instructions

10.1. We can refuse to allow a payment into or out of your Account (or where relevant, restrict the amount that can be paid into or out of your Account), or delay processing a payment into or out of your Account where:

- we are not satisfied that we have your consent for the payment, in accordance with your mandate to us;
- you have not given us evidence of your identity, if we have asked for this;
- we need to carry out further checks in order to comply with our anti-money laundering, financial crime or other legal and regulatory requirements, or because we have suspended your Account under Condition 22.4;
- we believe that there may be fraudulent activity or other financial crime affecting you, your Account or the payment;
- we are obliged to do so by any law, regulation, court order or instruction from an ombudsman, regulator or government body;
- there is a dispute (which we reasonably believe is genuine) about who owns, or is entitled to, money in the Account, or we are informed (or reasonably believe) that there is a dispute between joint Account holders;
- you have broken the terms and conditions of your Agreement with us in a way that we reasonably believe justifies us in refusing or delaying your payment, and you have not put this right;
- we reasonably believe that processing your instruction would breach the terms and conditions of your Agreement with us;
- in the case of a payment out of the Account, the amount of the withdrawal exceeds any withdrawal limit that applies to the Account or the method of payment (for example, a Card spending limit or cash withdrawal limit);
- in the case of a payment out of the Account, there are insufficient cleared funds in the Account to make the payment and/or to cover any charge for making the payment;
- you are subject to an order relating to your bankruptcy, or you have entered into a voluntary arrangement with your creditors;
- in the case of a payment out of the Account, the terms of the payee's account prevent completion of the transaction, or the payee's account is unable to receive payments of that type;
- we intend to exercise our right of set off under Condition 21;
- in the case of a payment out of the Account, you have attempted to give us an instruction using your Card or Security Credentials, and we have blocked the use of these under Condition 12.

10.2. Provided it would not be unlawful for us to do so:

- we will notify you of the refusal either by telephone or in writing. We will do so as soon as possible and in any event no later than the day by which the funds should have been made available to the payee under Condition 15. If for any reason we are unable to notify you before we refuse to carry out an instruction, we will do so as soon as possible afterwards;
- we will explain our reasons for refusal, if possible; and
- we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.

We may not send you a notification where you have been informed that the instruction has been refused at the time you attempt to give the instruction.

10.3. We can charge for refusing to process a payment instruction. Please see our Tariff for more information.

10.4. We may also be unable to process a payment instruction, or delay in processing the instruction, due to circumstances beyond our reasonable control (as explained in Condition 20).

10.5. We will not be liable to you for any loss you may suffer where we exercise our rights under Condition 10.1.

11. Security

11.1. You must take reasonable steps to keep your Security Credentials safe and to prevent their fraudulent use. These steps include:

- disguising any Security Credentials you write down and keeping them out of sight of third parties who should not have access to your Account;
- not sharing your Security Credentials with anyone else, unless they are a Third Party Provider that you have authorised to access your Account and they need those Security Credentials in order to obtain access; and
- following any reasonable instructions which we give you or publish on our website from time to time and which are intended to help you keep your Accounts safe. These instructions include specific information set out in our Personal Internet Banking Terms and Conditions and our Terms and Conditions for the Mobile Banking Service.

11.2. If you suspect someone knows your Security Credentials you must call us immediately on the Customer Service Hotline number set out on the back page of these General Terms. The Customer Service Hotline number is also on our website.

11.3. If you have authorised a Third Party Provider to make payments out of your Account on your behalf and you wish to revoke their authorisation, you should inform them directly and make sure they no longer access your Account. If you have shared your Security Credentials or Card details with them and you are concerned that they are still using these, you should contact us as explained in Condition 11.2 above.

12. Suspending use of your Card or Security Credentials, and denying access to Third Party Providers

12.1. We can stop or block the use of your Card and/or your relevant Security Credentials (as appropriate) if:

- you have notified us that, or we reasonably believe that, your Card or the relevant Security Credentials have been lost, stolen, compromised, used without your authorisation or used fraudulently;
- we reasonably believe that (if we have agreed to allow you to borrow on an Account) there is a significantly increased risk that you may be unable to repay the amount you owe us; or
- we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body.

12.2. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures:

- we will notify you that we intend to stop or block the use of your Card or the relevant Security Credentials, either by telephone or in writing. If for any reason we are unable to notify you before we stop or block their use, we will notify you afterwards without delay; and
- we will explain our reasons for stopping or blocking the use of your Card or the relevant Security Credentials.

12.3. We will allow the use of your Card or Security Credentials, or we will replace these, as soon as possible after the reasons for stopping or blocking their use no longer apply. We may charge you for providing a replacement Card or replacement Security Credentials.

12.4. If you have reported your Card as lost or stolen and it is later found, you must not use it. You must instead return it to us immediately (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half).

12.5. We may share information about the loss, theft, compromise or unauthorised or fraudulent use of your Card or Security Credentials with third parties such as the police and, in the case of the Card, members of the card scheme.

12.6. We can deny a Third Party Provider access to your Account if we reasonably believe that access to the Account by them, or any payment instruction we receive from them, is unauthorised or fraudulent. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, we will tell you we intend to do this and tell you our reason for doing so. If we are unable to inform you before we do this, we will tell you afterwards without delay.

- 12.7. We will restore a Third Party Provider's access once we are satisfied (acting reasonably) that there is no longer any justification for preventing their access to the Account.
- 12.8. If we restrict your access to the Personal Internet Banking Service for any of the reasons set out in Condition 12.1 above, this will also mean that any Third Party Provider will be unable to access that service.
- 12.9. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, if there is an actual or suspected fraud affecting any of your Accounts, or a security threat in respect of any of your Accounts, we will contact you by calling you on the latest telephone number that we hold for you. If we cannot reach you by telephone, we will send you an email or a letter.

Payments

13. Cash paid into your Account

- 13.1. If you pay cash into a Payment Account denominated in a UK pounds or euro at the Banking Department or any of our Branches in the same currency as that Payment Account, it will be credited to your Payment Account and will become available immediately after the receipt of the funds.
- 13.2. If your Account is not a Payment Account and you pay cash into the Account in the same currency as the Account, it will be treated as credited to your Payment Account immediately after the receipt of the funds, meaning that you will start earning interest (if applicable) on those funds from that date.
- 13.3. In all other cases, you should ask us when the money will be credited to your Account and will start earning interest, and when the funds will become available.
- 13.4. Our Branches may (and any other bank that accepts cash payments into your Account may) refuse payments involving large sums of banknotes or coins, and cash in any currency other than UK pounds.
- 13.5. Where a discrepancy in a cash deposit is discovered after the funds have been credited (for example, forged notes, or the cash has been miscounted) corrections can be made and we will inform you of any adjustments.
- 13.6. We will only accept payments into your Account if they are in UK pounds, euro, US dollars, Hong Kong dollars or RMB, or such other currencies as we may specify from time to time.
- 13.7. We may, at the discretion of the relevant Branch, offer a foreign currency exchange service to you if you hold an Account with us. The service is only available by arrangement and is subject to the availability of the relevant currency (and amount in that currency). If we provide this service, the currency conversion will be carried out at the Bank of China cash exchange rate applicable at the time we carry out the conversion.

14. Cheques paid into your Account

- 14.1. Although cheques or other items may appear on your Account on the date they are paid in we may not receive the money immediately. Unless we agree otherwise, you cannot transfer or withdraw funds until those funds have cleared.
- 14.2. If you pay a cheque in pounds drawn on a bank in the UK into your Account, the cheque will go through a process known as the cheque clearing cycle. The cheque will start going through the cheque clearing cycle on the Business Day on which it is paid in, provided it is paid in before the relevant Branch's cut off time. If the cheque is paid in after the cut off time, or on a day which is not a Business Day, it will start going through the cheque clearing cycle on the next Business Day. After the end of the cheque clearing cycle, we cannot take the amount of the cheque out of your Account unless you have been knowingly involved in fraud relating to the cheque. More information about the cheque clearing cycle, and the Branch cut-off times for paying cheques in, is set out on our website or in our Branches, or you can ask us for this information.
- 14.3. If you pay a cheque drawn in a foreign currency, or in pounds drawn on a non-UK bank account, into your Account it may take longer to credit your Account and we will charge you for negotiating or collecting the cheque. Please ask us for further details if required.
- 14.4. Cheques paid in to your Account must be payable to the account name they are destined for. Cheques made payable to Bank of China or Bank of China (UK) Limited will not be accepted.
- 14.5. Our Branches may refuse payments involving large numbers of cheques.

15. Electronic payments into your Account

- 15.1. Where we receive an electronic payment to be credited to your Account, we may deduct the following charges from the payment before crediting the remainder to your Account:
 - in the case of a payment made by another European Economic Area Bank, any reasonable charges we apply or incur for processing the payment; and
 - in the case of a payment made by bank outside the European Economic Area currency, in any currency, (1) any reasonable charges we apply or incur for processing the payment and/or (2) the paying bank's charges for making the payment.

- 15.2. In order for us to credit your Account on the day we receive the funds, all payments made in to your Account via Faster Payments, BACS, CHAPS or telegraphic transfer (SWIFT) must include the account name and account number that they are destined for, otherwise they may be returned to the payer's bank.
- 15.3. If a bank or building society tells us that they have made a payment into your Account by mistake, we are obliged to co-operate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so that the payer can claim repayment. This information will include your name and contact address.
- 15.4. Where we are providing insurance intermediary services, money that is paid into your Account in connection with those services will be held by us as banker and not as trustee (or in Scotland as agent).

16. Electronic payments from your Account

- 16.1. In order for us to process your payment instruction correctly, you must provide us with certain information. For UK bank payments in pounds, this is the sort code number and account number of the payee's account. For international payments it will be the Swift code, BIC or IBAN of the payee. We may, in addition to this information, ask you for further information in order to process the payment and/or to comply with our legal and regulatory obligations.
- 16.2. If you make an electronic payment from your Account, the money will be received by the payee's bank no later than the times set out into the table below. In each case, the period of time is calculated from the time we receive your instruction, or are treated as receiving it, as set out in Condition 9. We have grouped different types of payments into three separate groups:

| Group 1: where the receiving bank will receive the payment within one Business Day |
|--|
| <p><u>Payments in pounds (GBP)</u></p> <ul style="list-style-type: none"> • payment in GBP to an account in the UK (e.g. Faster Payments, CHAPS or standing order) • conversion from euro to GBP, followed by a payment in GBP to an account in the UK only <p><u>Payments in euro</u></p> <ul style="list-style-type: none"> • payment in euro to an account in the European Economic Area • conversion from GBP to euro, followed by a payment in euro to an account in the European Economic Area |
| Group 2: where the receiving bank will receive the payment within four Business Days |
| <p><u>Payments to accounts in the European Economic Area not covered by Group 1</u></p> <ul style="list-style-type: none"> • payment in a European Economic Area currency to an account in the European Economic Area, where the payment falls outside Group 1 • conversion from one European Economic Area currency to another European Economic Area currency followed by payment to an account in the European Economic Area, where the currency conversion and/or payment falls outside Group 1 |
| Group 3: please contact us for information about how long the payment will take |
| <ul style="list-style-type: none"> • payment in a non-European Economic Area currency to an account anywhere in the world • payment in any currency (including a European Economic Area currency) to an account outside the European Economic Area currency, with or without a currency conversion |

- 16.3. In the case of a future dated payment such as a standing order or Direct Debit, if the due date for payment falls on a day which is a non-Business Day, the payment will be made on the next Business Day.
- 16.4. Where we make an electronic payment in any currency to a bank outside the European Economic Area, we may deduct (1) any reasonable charges we apply or incur for processing the payment and/or (2) the payee's bank's charges for receiving the payment, before sending the remainder to the payee's bank.

Problems with payments

17. Unauthorised Payments

- 17.1. This Condition 17 does not apply to payments made out of your Account by cheque.
- 17.2. Subject to the remaining Conditions in this Condition 17, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of a Card or any Security Credentials, you will be liable for up to a maximum of £35 of that loss.
- 17.3. You will be liable for all losses arising from an unauthorised transaction or transactions where you have acted fraudulently. The maximum liability of £35 explained in Condition 17.2 will not apply in this case.

- 17.4. Where losses arise from an unauthorised transaction or transactions because you deliberately or with gross negligence failed to keep your Card or Security Credentials safe, your liability will not be limited to £35. You will be liable for all losses arising, except in the circumstances set out in Condition 17.5. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 17.5. Except where you have acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions:
- where the loss, theft or unauthorised use of your Card or Security Credentials was not detectable by you before the unauthorised transaction or transactions occurred;
 - after you have notified us of the loss, theft or unauthorised use of your Card or Security Credentials;
 - where we have failed to provide a notification process to allow you to report the loss, theft, or misappropriation of your Card or Security Credentials, or any unauthorised use of your Account;
 - where we have failed to carry out security checks to the standard required under relevant laws and regulations; or
 - where the payment related to certain contracts made at a distance.
- 17.6. You will not be liable for any losses arising from an unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents did or failed to do.
- 17.7. If you notify us of an unauthorised payment transaction, and we are responsible for the loss, then (subject to the remaining Conditions set out in this Condition 17) we will refund the amount of the unauthorised payment to your Account and we will restore your Account to the state it would have been in had the unauthorised payment had not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a direct result of the unauthorised payment. We will process your refund no later than the next Business Day after you contact us.
- 17.8. If we have reason to suspect that you have been involved in fraudulent behaviour, we are not obliged to refund you within one Business Day and we may investigate the circumstances further. If we decide to investigate, we will inform you of this no later than the next Business Day after you contact us. You must co-operate with us and with the police, if we need to involve them.
- 17.9. If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise, and subject to the remaining Conditions set out in this Condition 17, we will refund the unauthorised payment to your Account and we will restore your Account to the state it would have been in had the unauthorised payment had not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a direct result of the unauthorised payment.
- 17.10. If you have any reason to think that a transaction has occurred on your Account without your authorisation, you must tell us as soon as possible and in any event within thirteen (13) months of the transaction. We are not obliged to investigate any unauthorised transaction or make any refund if you tell us more than thirteen (13) months after the date of the transaction.
- 17.11. For Direct Debits in UK pounds which are taken from your Account, the UK Direct Debit Guarantee scheme will continue to apply.
- 17.12. If we make a refund and discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your Account. We will notify you before we do this.

18. Payments where the amount was not known in advance

- 18.1. Where the payment was debited from your Account by Direct Debit in UK pounds, the UK Direct Debit Guarantee scheme will apply.
- 18.2. Subject to the remainder of this Condition 18, you can make a request for a full refund if you used your Card to pre-authorise a payment (for example, at a hotel or if you hired a car) and the following conditions are met:
- you did not specify the amount that you would pay; and
 - the actual amount charged to your Payment Account exceeds what you could reasonably have expected based on your previous spending history and the circumstances of the case, but excluding changes in the rate of exchange we apply to Card payments.
- 18.3. If you make a request for a refund, you must give us any information we reasonably request. We may share this information with third parties to investigate your claim. We will complete our investigations within ten (10) Business Days of your claim (or within ten (10) Business Days of receipt of the information we reasonably request from you). We will then either refund you or tell you we have refused your claim.
- 18.4. You will not be entitled to a refund in any of the following cases:
- if the payment was made outside the European Economic Area;
 - if you make your claim more than eight (8) weeks after the date on which the funds were debited from your Payment Account;

- if you directly gave us your consent for the payment to be made, and if relevant, information regarding the payment was provided or made available to you either by us in accordance with the terms of this Agreement, or by the payee, at least four (4) weeks before the due date for payment.
- 18.5. If we make a refund and discover that any of the conditions set out in Condition 18.4 applied, we can reverse the refund and take the amount refunded from your Account. We will notify you before we do this.

19. Mistaken and delayed payments

- 19.1. This Condition 19 does not apply to payments made out of your Account by cheque.
- 19.2. If we fail to process a payment transaction to another bank in the European Economic Area, fail to process it on time (as set out in Condition 16.2), or process it incorrectly, we will be liable to you as set out in Condition 19.3. However, we will not be liable to you in any of the following situations:
- where you did not give us the correct payment details, as set out in Condition 16.1. It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details we will not be liable if the transaction is not carried out or is carried out incorrectly. In this case, we will make reasonable efforts to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;
 - where you fail to notify us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out;
 - where we can show that the payee's bank or building society received the correct payment and payee's details on time;
 - where we had reasonable grounds to delay processing your instructions under Condition 10; or
 - where it was not possible for us to process your instruction due to circumstances beyond our reasonable control, as explained in Condition 20.
- 19.3. Subject to the other provisions of our Agreement with you, we will reimburse you for losses due to a mistake, failure or delay in processing a payment but our liability will be limited to refunding the amount of the payment together with:
- the amount of any interest you should have received but did not receive; and/or
 - any interest or charges you have to pay
- as a direct result of our mistake, failure or delay.
- 19.4. For Direct Debits in UK pounds which are taken from your Account, the UK Direct Debit Guarantee scheme will continue to apply.

20. Matters beyond our control

- 20.1. We will not be liable to you if we are unable to perform our obligations under our Agreement with you, or if we are unable to perform them according to the terms of this Agreement, as a result of:
- abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary (such as strikes, power failures or other causes beyond our control);
 - our having to comply with any legal or regulatory requirement.

21. Set off

- 21.1. If any money you owe us (for example on a loan, overdraft, mortgage or credit card) is overdue for payment, we may use any money you have in any Account (including, where appropriate, a multi-currency account) with us to reduce or repay the amount owing. This is called right of set off. We can set off between sole accounts in your name and from a sole account in credit to a joint account on which money is owed. In order to exercise our rights, we can:
- close any fixed term product, even if this means you lose interest as a result of early closure; and
 - convert any balance held in one currency into another currency so that we can set off the amounts. If we do this, we will convert the balance at the Bank of China exchange rate which applies at the time of conversion.
- 21.2. If we have to exercise our right of set off because funds are overdue, on the first occasion we do so we will usually remind you of this right fourteen (14) days beforehand and we may also remind you on subsequent occasions depending on the period of time which has elapsed since we last reminded you.
- 21.3. We will not exercise our right of set off in relation to money in an Account if we have reason to believe that any of the following conditions apply:
- you are holding money on behalf of someone else;

- you have received the money from a Government department, local authority or NHS direct payment organisation for a specific purpose;
- you are under a legal obligation to keep the money and use it in a particular way; or
- the money is needed to meet your essential living expenses, to meet mortgage or rental payments on your home, to pay for essential goods and services (such as payments in respect of essential household items or travel to work), to pay for utilities (such as water, gas or electricity), or to comply with any court orders or legislation (such as council tax, child support maintenance, income tax or court fines).

21.4. If we exercise our right of set off, we will tell you afterwards the date and amount set off.

21.5. Once we have exercised our right of set off in relation to money in your Account, that money will cease to be yours and you will not earn any interest on it.

22. Closing or suspending your Account

22.1. If within fourteen (14) days of opening an Account you are dissatisfied with the Account you have chosen to apply for, you can close the Account and we will return your money along with any credit interest earned within thirty (30) days or, with our approval, you may switch to a different type of account offered by us. No additional charges will be incurred for doing this, and you will not have to comply with any notice period applicable to the Account or incur any loss of interest.

22.2. Unless the Additional Conditions for your Account say otherwise, you can close your Account at any time.

22.3. Before you close a Payment Account with us, you must give us a minimum fifteen (15) Business Days' notice, in writing (which can either be given to us in one of our Branches, or by post). This period of notice will not apply in the circumstances where we change interest rates, charges or other terms and conditions of your Agreement with us in any of the ways set out in Condition 5.7, Condition 5.8, Condition 7.6, Condition 7.8, Condition 26.2 or in the first paragraph under Condition 26.3.

22.4. We can suspend your Account if it has remained inactive for six (6) months and after we have given you (or have attempted to give you) at least two (2) months' notice. We can also at any time suspend access to your Account if it has remained inactive for twelve (12) months, without giving you any notice. An Account is treated by as inactive if there has been no payment activity, other than the crediting of accrued interest. If your Account is suspended, we may carry out additional checks with you if we receive an instruction from you, before processing that instruction.

22.5. We can close your Account without giving any reason, but we will not close your Account in response to a valid complaint made by you. Except in the circumstances explained in Condition 22.6:

- we will normally give you two (2) months' notice of closure; and
- we will not use this right to repay a fixed rate or fixed term product before the end of the fixed rate period or fixed term.

22.6. In exceptional circumstances we may close or suspend your Account immediately. Exceptional circumstances include:

- You have given us false information at any time which has resulted in us doing something that, had we known the true facts, we would not have done, or would have done differently (for example, if you gave us false information as part of your application for the Account, and we would not have accepted your application if we had known the true facts).
- We believe you or someone else is using the Account illegally or for criminal activity.
- You are using the account other than the purpose established at account opening, e.g. where you are using the account for business purposes including sole trader business.
- You have been asked to repay money you owe us and have not done so within a reasonable period of time.
- You have behaved in a way that is threatening or abuse towards our staff.
- Your Account has an unarranged overdraft and you do not repay the amount owed when we ask you to do so.
- You have broken the terms of your Agreement with us in a serious way, or you have repeatedly broken the terms of your Agreement with us in some other way (for example, if the Account is conducted poorly through repeated unarranged overdrafts).
- We are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body.
- We are exercising our right of set off under Condition 21.

22.7. On closure of Your Account, You will no longer be able to use any Card associated with that Account.

22.8. Closure of an Account will not affect any legal rights or obligations that already exist at the time of closure. Where applicable, you must settle all cheques, debit card transactions and any amounts outstanding on the Account and return all cheque books (cut in half) and debit card(s) to us (cut in half through the signature box and magnetic stripe, and if you have a chip card ensure the chip is cut in half). We will pay or transfer the balance of your Account according to your instructions, but we keep money to cover:

- any charges and/or debit interest that you owe us but which have not yet been applied at the time of closure; and

- any payments that we are aware of and which have not yet cleared (such as card transactions).
- 22.9. If you are switching a Bank of China current account to another current account provider using the Current Account Switching Service, we will keep any money you owe us (as set out above) and transfer the balance to your new account.
- 22.10. If after your Account is closed we are obliged to make any payment that was authorised by you (or on your behalf), then you must immediately repay the amount you owe us.

Information

23. Correspondence, statements and information about payments

- 23.1. We will send you statements in the English language, on a regular basis showing any transactions on your account unless there have been no transactions on the Account since the last regular statement date. Some statements may be issued in both English and Chinese language versions. You must examine these statements and tell us as soon as possible if something appears to be wrong so that we can resolve the matter quickly and properly.
- 23.2. You may request additional statements from us at any time, but we reserve the right to make a reasonable charge to supply them.
- 23.3. Whenever you make an electronic payment out of your Account, or (in the case of a Payment Account) you make a cash withdrawal, we will send you a payment notification setting out the details of that payment, within one month of the date on which the payment was made. However, we may not do this where the payment is a payment of accrued interest, or a payment by cheque.
- 23.4. You can ask us to give you information about payments (of any kind) into and out of your Account at any time.
- 23.5. You must notify us in writing immediately if you change your name or address. If you do not, you will be responsible for any costs we may incur in locating you or your new address. In addition, if we have said we will send you notice, we will not be responsible if you receive shorter notice, or no notice at all, as a result of us sending notice to your old address instead. You should ensure that the arrangements for receiving mail at your address are safe. You must also notify us in writing immediately if you change any other information you have given us.
- 23.6. We may communicate with you by post, telephone, email, text message, SMS, secure message using our Personal Internet Banking Service or our Mobile Banking Service, or fax. Where we send you a notice, it will be deemed to have been received by you as follows:
- in the case of notices sent by post, on the day of delivery if delivered by hand, within five (5) days after posting if sent to an address in the UK or within fifteen (15) days after posting if sent to any address outside the UK; and
 - in the case of notices sent by email, text message, SMS, secure message or fax, at the time the notice is sent (unless we receive a notification that delivery has failed).
- 23.7. We will communicate with you in English. We may also be able to communicate with you in Mandarin or Cantonese (for verbal communication) or Chinese (for written communication). If we send you a written communication that is in English and Chinese, the English version will take precedence and we will not be responsible for any misunderstanding that may be caused by the Chinese translation. You must communicate and send all notices and instructions to us in English, unless we agree otherwise.
- 23.8. We may monitor and/or record telephone conversations and electronic communications (such as emails) to make sure that we carry out your instructions accurately, to help us maintain proper records of our dealings with you, to maintain and assess the quality of our service to you and for security purposes.
- 23.9. Details of how to contact us by post, telephone and email are set out on the back page of these General Terms and also on our website.

General

24. Use of your personal information

- 24.1. Our Privacy Policy explains the personal information we collect about you, how we process it, who we might share your personal information with, and your rights in relation to your personal information. Our up to date Privacy Policy is available at www.bankofchina.com/uk or you can obtain a copy in our branches or on request.
- 24.2. If we need your consent to use your personal information, we will tell you about this and we will ask for your consent separately.

25. Transfer and/or assignment

- 25.1. We may assign all or any of our rights in relation to your Account. We may also transfer all or any of our obligations but only to someone we reasonably consider capable of performing them. You cannot transfer or assign any of your rights or obligations in relation to your Account, or grant any security over money held in your Account.

26. Changes to Terms and Conditions

- 26.1. We may change, remove, vary or add to any of the terms of our Agreement with you at any time and we may change or withdraw any of the services, facilities or benefits made available to you in connection with your Account, for any of the following reasons:

- to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- to make the terms clearer or fairer to you;
- to provide you with extra benefits or additional services;
- to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

26.2. Where we change the terms and conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your Account, we will give you personal notice of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

26.3. In all other cases, we can make changes as follows:

- if a change is to your disadvantage we will give you at least thirty (30) days' personal notice before the change comes into effect (except if that length of notice is not possible, such as where the change is needed to comply with a legal or regulatory requirement, a court order, or an instruction from an ombudsman, regulator or government body). You will then have a period of sixty (60) days from the date of the notice during which you can close or transfer your Account and the normal notice period for closure will not apply; or
- if the change is not to your disadvantage we can make the change immediately and without prior notice. We will tell you about the change by posting a notice on our website and in our Branches within thirty (30) days of the change.

27. UK taxation

27.1. If you are an individual, interest on your deposits will be paid gross (without tax deduction), in accordance with current legislation.

27.2. Should we be required to pay tax on any interest that we have paid you gross, you must repay such amounts immediately on demand.

27.3. Credit interest paid on a foreign currency Account may be subject to a deduction of withholding tax under the laws of a jurisdiction other than the UK and this may vary from time to time.

28. How to complain

28.1. We are committed to providing the best possible service and resolving any complaints you may have as soon as we possibly can. We hope that together we can reach a satisfactory conclusion to any concerns you have.

28.2. If you have a complaint, please contact your Branch. You may also make a complaint in writing to our Complaints Section, Personal Banking Department at Bank of China (UK) Limited, 1 Lothbury, London EC2R 7DB, who will work with your Branch to resolve your complaint. You can contact us in person, by post, by telephone or by email. Our contact details are set out on the back page of these General Terms and on our website. If you decide to contact us by email, you should use the email address service.uk@bankofchina.com because other email addresses may not be monitored, and this could cause a delay in us dealing with your complaint.

28.3. If the complaint cannot be resolved within two (2) Business Days we will acknowledge it and make every effort to resolve it as quickly as we can. If your complaint is particularly complex, it may take longer to resolve, but we will keep you informed of progress. You can obtain a copy of our complaints procedure in any of our Branches, or you can ask us to send you a copy.

28.4. We hope that we will be able to resolve your concerns, but if you are still dissatisfied after receiving our final response letter, you have the right to refer your complaint to the Financial Ombudsman Service.

28.5. If you want the Financial Ombudsman Service to look into your complaint, you must contact it within six (6) months of the date of our final response letter: the address is Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: From the UK: 0800 023 4567 or from overseas: +44 20 7964 0500. Email: complaint.info@financial-ombudsman.org.uk. Further helpful information can be obtained from visiting the Financial Ombudsman Service website: www.financial-ombudsman.org.uk

28.6. Where your complaint is related to an electronic payment into or out of your Account, a payment of cash into a Payment Account or a cash withdrawal from a Payment Account, a Card, our Personal Internet Banking Service or our Mobile Banking Service, you may also be able to complain to the Financial Conduct Authority.

29. Joint Accounts

29.1. If an Account is a joint Account, the terms of this Agreement will apply to each Account holder individually, as well as jointly with the other Account holder(s). Any obligations you owe to us will be owed by each of you individually as well as jointly. This means, for example, that if you owe us money, we can ask any of you to repay the whole amount owed, and not just a proportion of it.

29.2. We will accept and act upon instructions from any joint Account holder, without confirming those instructions with another Account holder, unless all of the Account holders tell us otherwise in writing. This means that any Account holder will have the right to withdraw the entire balance of the Account alone. Please note that if you tell us that instructions must be given by two or more

joint Account holders, it will not be possible for you to give us instructions using the Personal Internet Banking Service or the Mobile Banking Service, and it will not be possible for you to use a Card.

- 29.3. If we become aware of a dispute between you, we can refuse to accept any instructions from you until we receive joint instructions from you on how to proceed, or a court order or instruction from an ombudsman.
- 29.4. If the relationship between you ends, we will ask you to give us joint instructions on what we should do with the Account. For example, we can change the Account into the name of one Account holder alone, or close the Account and transfer the balance in accordance with your instructions.
- 29.5. If a joint Account holder dies, the remaining Account holder(s) can continue to operate the Account. None of the money in the Account will form part of the deceased Account holder's estate. We will inform you what documentation we need if you ask us to change the Account into the name(s) of the remaining Account holder(s).

30. Other terms

- 30.1. If you are the sole (or remaining) Account holder and you die, we will suspend activity on the Account (meaning we will not accept instructions from anyone, or allow any further payments out of the Account) until we obtain evidence reasonably satisfactory to us of the right of your personal representatives to give us instructions relating to your estate. These personal representatives may be your next of kin, someone you have appointed under your will, or someone appointed by a court. We will explain to your personal representatives what we need from them in order to allow us to accept instructions from them.
- 30.2. No failure or delay by us in enforcing any of our rights under our Agreement with you will mean that we have given up those rights, and will not affect our ability to enforce any such rights at any time.
- 30.3. If any term or condition in our Agreement with you cannot be enforced (or a court, ombudsman or regulator decides that this is the case), then this will not affect the other terms and conditions.
- 30.4. Nothing in this Agreement is intended for the benefit of any person other than you and us, and anyone to whom we assign our transfer our rights and obligations to in accordance with the terms of this Agreement. No part of this Agreement will be enforceable by any other person, either under legislation or under general law, unless this Agreement expressly says so.
- 30.5. Your Agreement with us is governed by English law and will be subject to the jurisdiction of the following courts:
 - if you are resident in Scotland, the courts of Scotland;
 - if you are resident in Northern Ireland, the courts of Northern Ireland; or
 - if you are resident anywhere else, the courts of England and Wales.
- 30.6. The terms of your Agreement are to be interpreted based on the English version of the Agreement. If we communicate with you in English and Chinese, the English version will take precedence and we will not be responsible for any misunderstanding that may be caused by the Chinese translation.

Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Account

These Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Account Terms apply to our current accounts, instant access savings accounts and fixed term deposit accounts. Conditions. 33 to 35 of these Terms contain specific conditions, which apply to Current Accounts, Instant Savings Accounts and All-in-One Fixed Term Deposit Accounts respectively

The Current Account, Instant Access Savings Account and All-in-One Fixed Term Deposit Terms apply in addition to our General Terms. If there is any inconsistency between anything in the General Terms and any of these terms and conditions, these terms and conditions will apply.

31. Accounts

31.1. Accounts may be in pounds or in such foreign currencies as we may approve.

32. Minimum credit balance

32.1. The minimum credit balances required to open an account are listed in the following table:

| Account Type | Amount |
|--|--|
| Current Account | £50 (US\$100, EUR100, HK\$1,000) |
| Instant Access Savings Account | £50 (US\$100, EUR100, HK\$1,000) |
| All-in-One Fixed Term Deposit Account | |
| Personal Account | £2,000 (US\$3,500, EUR3,500, HK\$20,000) |
| Business Account | £5,000 (US\$8,000, EUR8,000, HK\$50,000) |

Minimum balance for All-in-One Fixed Term Deposit Account in other available currencies will be advised on request.

33. Current Accounts

33.1. The Current Account is a Payment Account for the purpose of the General Terms.

33.2. You can make withdrawals from a Current Account in any of the following ways:

- by withdrawing cash at a branch (or at an ATM if we have issued a Card to you);
- by writing a cheque, if we have issued you with a cheque book (cheque books are only available on Accounts denominated in UK pounds or US dollars);
- by using your Card, if we have issued a Card to you (Cards are only available on Accounts denominated in UK pounds);
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in UK pounds); or
- by giving us an instruction to make an electronic payment out of your Account.

34. Instant Access Savings Accounts

34.1. The Instant Access Savings Account is a Payment Account for the purpose of the General Terms.

34.2. Instant Access Savings Accounts may only be opened in pounds (GBP), United States dollars (USD), Euros (EUR) or Hong Kong dollars (HKD).

34.3. Cash transactions in relation to Instant Access Savings Accounts may only be undertaken in person at Banking Department or one of our Branch counters.

34.4. You can make withdrawals from an Instant Access Savings Account in any of the following ways:

- by withdrawing cash at a branch;
- by writing a cheque, if we have issued you with a cheque book (cheque books are only available on Accounts denominated in UK pounds);
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in UK pounds); or
- by giving us an instruction to make an electronic payment.

35. All-in-One Fixed Term Deposit Accounts

- 35.1. An All-in-One Fixed Term Deposit can be made for fixed periods of seven days (with a no breakage clause) and between one month and one year.
- 35.2. The rate of interest applicable to an All-in-One Fixed Term Deposit will be notified to you at the time the deposit is made.
- 35.3. During the period of the term for an All-in-One Fixed Term Deposit, no partial withdrawals or deposits of additional funds are permitted.
- 35.4. An All-in-One Fixed Term Deposit can be withdrawn before maturity. Please refer to our latest Tariff for the fee regarding cancellation (excluding the seven days product which cannot be cancelled) of an All-in-One Fixed Term Deposit. In addition to the fee, the following interest loss will be incurred:
- Should the deposit be withdrawn within and up to one month of opening, no interest will be paid.
 - Should the deposit be withdrawn after one and up to three (3) months of opening, then you will be entitled to 80% of accrued interest.
 - Should the deposit be withdrawn after three (3) and up to six (6) months of opening, then you will be entitled to 85% of accrued interest.
 - Should the deposit be withdrawn after six (6) months of opening, then you will be entitled to 90% of accrued interest.
- 35.5. If additional funds are to be credited to an All-in-One Fixed Term Deposit Account, and the additional amount is below the minimum requirement (refer to Condition 32 of these Terms), they may only be added to an existing deposit at its maturity and must be received by us as cleared funds by the due date. If the amount is above the minimum requirement for an All-in-One Fixed Term Deposit Account, you can start a new, separate deposit at any time.
- 35.6. On maturity, the All-in-One Fixed Term Deposit Account will automatically be rolled over for a further period of the same duration and a renewal confirmation will be forwarded to you, unless you chose not to roll over your deposit when you opened your Account or your written instructions to the contrary are received at least two (2) Business Days prior to maturity.
- 35.7. If a partial or total withdrawal from an All-in-One Fixed Term Deposit Account is required at maturity, written instructions must be received by us at least two (2) Business Days before the maturity date.

Gold Premier and Gold Student Account

These Gold Premier and Gold Student Account Terms apply to our Gold Premier and Gold Student Accounts.

The Gold Premier and Gold Student Account Terms apply in addition to our General Terms. If there is any inconsistency between anything in the General Terms and any of these terms and conditions, these terms and conditions will apply.

36. Interpretation

In these Gold Premier and Gold Student Account Terms save where the context otherwise requires:

'Service' means customer services available to eligible Gold Premier Account or Gold Student Account holders.

'Linked Account' means either a Gold Premier or Wealth Management Account whose account holder is a parent or a guardian of a Gold Student Account holder and the account is linked to the Gold Student Account.

37. Eligibility

37.1. To be eligible for a Gold Premier Account and the Service, the following criteria must be met:

- You must be aged over 18 and applying in a personal capacity; and
- Maintain a minimum credit balance of £20,000 on an ongoing basis. If your credit balance drops below the minimum for longer than thirty (30) calendar days, a monthly account maintenance fee of £25 will be debited from your account.
- In this situation, we retain the right to provide ten (10) Business Days' notice to allow you to restore the balance to the minimum level and maintain it in future.
- If you do not restore the minimum balance all benefits you receive as a Gold Premier customer will immediately cease and your Gold Premier Account will revert to our standard Terms and Conditions, a copy of which we will provide to you at this time.

37.2. To be eligible for a Gold Student Account and the Service, the following criteria must be met:

- You must be over 16;
- The Gold Student Account must be linked to a 'Linked Account' whose account holder is a parent or a guardian of the Gold Student Account holder; and
- A minimum balance of £2,000 must be deposited in the Gold Student Account to open the account. Thereafter no minimum credit balance is required in the account.

38. Accounts

38.1. The Gold Premier Account and the Gold Student Account are each a Payment Account for the purpose of the General Terms.

38.2. Gold Premier Accounts may be in pounds or in such foreign currencies as we may approve.

38.3. You can make withdrawals from a Gold Premier Account or a Gold Student Account in any of the following ways:

- by withdrawing cash at a branch (or at an ATM if we have issued a Card to you);
- by writing a cheque, if we have issued you with a cheque book (cheque books are only available on Accounts denominated in UK pounds or US dollars);
- by using your Card, if we have issued a Card to you (Cards are only available on Accounts denominated in UK pounds);
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in UK pounds); or
- by giving us an instruction to make an electronic payment out of your Account.

The Service

39. Service available to BOTH Gold Premier and Gold Student Accounts

39.1. You will obtain access to a designated Relationship Manager who will provide you with high quality customer services and assist you with any queries that you may have. At your request, we will arrange to provide you with lifestyle management services, which include UK airport pick-up, transport and hotel bookings and a UK mobile SIM card ("Lifestyle Management Services"). The Lifestyle Management Services are to be provided by third party service providers unrelated to us ("Third Party Service Providers") and are subject to a service fee to be payable by you directly to the Third Party Service Providers. We will charge you an administration fee set out in the Tariff for arranging the Lifestyle Management Services.

- 39.2. The Lifestyle Management Services are to be provided by the Third Party Service Providers subject to 'force majeure' such as serious weather or other matters outside their control. We will not be liable in any way whatsoever for the quality or performance of the Lifestyle Management Services and any dispute of any nature arising between you and the Third Party Service Providers in relation to the Lifestyle Management Services shall be resolved among yourselves.
- 39.3. No standing order set up fee will be charged for up to five (5) standing orders per year, after which standard fees will apply. Standing order amendment and cancellation fees are payable.
- 39.4. We can provide you general information on UK hotels and transport upon your request. The information will be communicated via email, fax or telephone and provided for your information only. We are not responsible for your use or reliance on such information.
- 39.5. UK airport pick-up
- If you request us to arrange for airport pick-up service, you must inform us in writing of all travel arrangements, including flight number, departure time, arrival time, departure city, arrival airport, final destination and any related information, at least 48 hours prior to your flight departure time.
 - During the airport pick-up and transportation, you are responsible for looking after your personal belongings. We will not be liable for any damage or loss of your personal belongings and we take no responsibility for health and safety.
 - If you want to change or cancel the arranged airport pick-up service, you must notify us by phone no later than four (4) hours before the scheduled landing time.
- 39.6. Financial Experience Programme
- The Financial Experience Programme is a structured Programme of learning and observation. It may involve undertaking research/case studies, participation in meetings, experience in various tasks (but not work) under direct supervision. Successful applicant will not however be allowed to take an active part in working independently.
 - The Financial Experience Programme will aim to allow successful applicants the opportunity to learn from and observe our employee(s), and develop some understanding of professional practice in a banking organisation's context.
 - The Financial Experience Programme is unpaid and we will not meet any costs of subsistence or accommodation, or any other costs incurred by participants.
 - Gold Premier/Gold Student Account holders may apply for one week Financial Experience Programme with us subject to meeting the following eligibility criteria:
 - a. The applicant must be a Gold Premier account holder or a Gold Student account holder.
 - b. Proof of full time education in the UK.
 - c. Financial Experience Programme application form must be submitted to us.
 - d. Proof of valid visa as a requirement of the current UK immigration law.
 - All such applications will be submitted and considered by us against criteria set out in the Financial Experience Programme. We reserve the right to decide, on a discretionary basis, whether to approve or decline any such applications for the Financial Experience Programme.

40. Additional terms applicable to Gold Student Account holders only

Bank Statement Delivery to the Linked Gold Premier Account

- With your authorisation, we will send a copy of your bank statements to your Linked Account holder each quarter. The bank statements include statements of your 'Gold Student Account', other accounts and cards you hold with us.
- The recipients' address is provided by you on the account application form. you must notify us in writing if the recipient's address changes.
- Bank statements will be delivered by courier service and we reserve the right to choose the service provider.
- You can withdraw the authorisation in writing at any time. We will stop sending bank statements to your Linked Account holder as soon as we receive your instruction in writing.

Student Prime Account

These Student Prime Terms apply to our Student Prime Account.

The Student Prime Terms apply in addition to our General Terms. If there is any inconsistency between anything in the General Terms and any of these terms and conditions, these terms and conditions will apply.

41. Eligibility

41.1. To be eligible for Student Prime Account and Service, you must:

- Be aged 16; and
- Deposit a minimum opening balance of £50 in the Account but thereafter no minimum balance applies; and
- Provide us with an acceptance letter from your education institution; and
- The length of course must be six (6) months or more.

42. Accounts

42.1. The Student Prime Account is a Payment Account for the purpose of the General Terms.

42.2. A Student Prime Account is only available in GBP.

- by withdrawing cash at a branch (or at an ATM if we have issued a Card to you);
- by writing a cheque, if we have issued you with a cheque book;
- by using your Card, if we have issued a Card to you;
- by setting up a standing order or Direct Debit on your Account; or
- by giving us an instruction to make an electronic payment out of your Account.

43. Other terms

If your account has not been activated after 6 months of the date of the Student Prime Pre-Activation Notification Letter, we may close your account after giving you (1) one month notice of our intention to close your account.

The Service

44. Student Prime Financial Experience Programme

44.1. The Student Prime Financial Experience Programme is a two-day structured Programme of learning and observation of essential retail banking functions and aims to develop some understanding of professional practice in a banking organisation's context.

44.2. The Financial Experience Programme is unpaid and other than the costs set out in Condition 43.3 we will not meet any costs of subsistence or accommodation, or any other costs incurred by participants.

44.3. We will provide lunch and travel allowance during the two days of the Programme. The travel allowance is £10 per day if you travel within London, and £20 per day if you travel from outside London.

44.4. You may apply to join the Student Prime Financial Experience Programme subject to meeting the following eligibility criteria:

- You must have opened a Student Prime Account in a calendar year preceding the year in which the Student Prime Financial Experience Programme takes place.
- The credit balance in your Student Prime Account must be not less than £8,000 on 30th April of the year you make your application for the Student Prime Financial Experience Programme.
- You must provide us with proof of a valid visa as a requirement of current UK immigration law.

Wealth Management Account

These Wealth Management Account Terms apply to our Wealth Management Account.

The Wealth Management Account Terms apply in addition to our General Terms. If there is any inconsistency between anything in the General Terms and any of these terms and conditions, these terms and conditions will apply.

45. Interpretation

'GBP' means British pound sterling, or the official currency of the United Kingdom.

'Immediate Family Member' means:

- a spouse;
- a person (whether or not of the opposite sex) whose relationship with an account holder has the characteristics of a relationship between husband and wife;
- a parent; or
- a child

'Wealth Management' means: preferential banking services to customers who meet our Wealth Management criteria.

46. Eligibility

46.1. To be eligible for a Wealth Management Account and the Service, the following criteria must be met:

- You must be aged over 18 and applying in a personal capacity; and
- Maintain a minimum credit balance of £50,000 (or GBP equivalent) held in a Wealth Management Account; or across other personal accounts or currencies to this GBP equivalent: or
- Maintain a minimum credit balance of £20,000 (or GBP equivalent) held in a Wealth Management Account or across other personal accounts or currencies to this GBP equivalent plus an existing mortgage where the original draw-down amount was £250,000 or more.

46.2. Where Wealth Management Accounts are jointly held, account holders must be Immediate Family Members to qualify for Wealth Management offers on products and services. We may request documentary evidence as proof of the relationship.

46.3. The minimum credit balance criteria must be maintained on an ongoing basis. We'll review your eligibility for Wealth Management account regularly, if you no longer meet the criteria, we may contact you and together we and you will find the most suitable current account for you.

46.4. If the account remains consecutively below minimum balance requirement for 12 months, we reserve the right to convert your Wealth Management account to our standard Personal Current account.

46.5. If we exercise our right to convert your account we will give you two (2) months notice to inform you that your Wealth Management account will be converted to a Personal Current account, following expiry of our notice, we shall be entitled to terminate all benefits you receive as a Wealth Management customer, and:

- the Wealth Management Terms shall no longer apply to you and your accounts with us.
- if you have an All-in-One Instant Access Account with us, your All-in-One Instant Access Account will be closed on the same day that your Wealth Management Account is converted to a Personal Current account. Any balance held in your All-in-One Instant Access Account will be transferred into the Personal Current account.
- if you have a Super Savings Deposit Account with us, your Super Savings Deposit Account will be closed on the maturity date and cannot be rolled over for a further period. If the Wealth Management Account is converted to a Personal Current account before the maturity date then the Super Saving Deposit Account will be closed on the next maturity date and cannot be rolled over for a further period. The balance of your account, (being your deposit amount and accrued interest) will be paid into the account where your initial deposit was debited from. If you would like the balance to be transferred to a different account then you must provide us with written instructions at least two (2) business days prior to maturity
-

47. Accounts

47.1. Wealth Management customers have access to Current Accounts, Instant Access Savings Accounts and All-in-One Fixed Term Deposit Accounts. There are separate special conditions for the following products:

47.2. All-in-One Instant Access Account

- The All-in-One Instant Access Account available to Wealth Management customers only.

- The All-in-One Instant Access Account operates in a similar way to a current account except that it has no cheque book or debit card availability. Once the account is opened, you can manage your account via internet banking or mobile banking.
- The All-in-One Instant Access Account supports a number of approved currencies, the details of which are available on request.

47.3. You can make withdrawals from an All-in-One Instant Access Account in any of the following ways:

- by withdrawing cash at a branch;
- by setting up a standing order or Direct Debit on your Account (these facilities are only available on Accounts denominated in GBP; or
- by giving us a written instruction to make an electronic payment.

47.4. If we receive a payment into your All-in-One Instant Access Account in an approved currency we will credit it into the account set up in that approved currency. If the payment is in a non approved currency we will convert it in to GBP and pay it in to your account in GBP.

47.5. If you instruct us to make a payment out of your account and it is in a currency for which you do not have an existing account or it exceeds the available balance in such an account, then we reserve the right to seek your instructions before effecting the payment.

47.6. Where we transfer funds from one currency account to another in circumstances set out in Conditions 46.4 or 46.5 we will not be liable for any currency exchange losses incurred.

47.7. Super Savings Deposit Account

- Super Savings Deposit Account is available to Wealth Management customers only. The Super Savings Deposit Account is available in GBP only.
- To open the account a minimum balance of £20,000 must be deposited in the Super Savings Deposit Account.
- A Super Savings Deposit Account is available for fixed term period of 30 days with an enhanced interest rate available subject to balance levels. The rate of interest applicable to Super Savings Deposit Account will be notified to you at the time the deposit is made.
- During the period of the fixed term no partial withdrawals or deposits of additional funds are permitted.
- Should the Super Savings Account be withdrawn before maturity a £30 early closure fee will apply and no interest will be paid.
- On maturity, the Super Savings Deposit Account will automatically be rolled over for a further period of the same duration and a renewal confirmation will be forwarded to you, unless you chose not to roll over your deposit when you opened your account or we receive written instructions from you stating that you do not wish to roll over at least two (2) Business Days prior to maturity.

48. Customer Service

You will obtain access to a designated Relationship Manager who will provide you with high quality customer service and assist you with any queries that you may have in relation to services provided by us. You will be eligible for all services set out in Condition 46 and, as a Wealth Management Account holder you will also have exclusive access to preferential foreign exchange rates and lower charges for money transfers.

Bank of China (UK) Limited – Verified by Visa – Terms and Conditions
(Effective from 1st February 2016)

Bank of China (UK) Limited's Verified by Visa service offers additional security and protection for customers when purchasing goods or services online. When making an online purchase with participating Verified by Visa retailers, customers will be prompted to verify the purchase by entering a unique Verification Code.

These terms and conditions ("VbV Terms") are applicable to the cardholders of the Great Wall International Credit Card and Great Wall International Debit Card issued by Bank of China (UK) Limited ("We", "Us" or the "Bank") and must be read in conjunction with our terms and conditions for Great Wall International Credit Card and Great Wall International Debit Card and the related accounts (together, the "General Terms").

By using the BOCUK VbV Service, You agree to be bound by these VbV Terms (as amended from time to time).

1. Definitions

- "BOCUK VbV Service"** means the VbV service provided to You by Us in conjunction with your Card.
- "Personal Details"** means the information provided by You to Us when opening Your Account and applying for Your Card, including, but not limited to, Your name, address, date of birth, valid identification information and telephone and mobile number.
- "Verification Code"** means the unique identification numbers sent to Your mobile number by Us, via SMS.
- "SMS"** means 'short message service' text messaging service.
- "Transaction"** means any payment made online by using the Card or Card details.
- "VbV"** means Verified by Visa, a secure personal identity authentication technology provided by Visa Europe Services Inc. for online transactions.
- "You" or "Your"** means any person or entity to whom we have issued a Card.

2. General

- 2.1. Unless otherwise defined in these VbV Terms, terms defined in the General Terms have the same meaning in these VbV Terms.
- 2.2. When using the BOCUK VbV Service, both the VbV Terms and the General Terms shall apply. In the event of any conflict between them, the General Terms shall prevail.
- 2.3. These VbV Terms are governed by English law and are subject to the non-exclusive jurisdiction of the English courts.

3. Using the BOCUK VbV Service

- 3.1. To use your Card with participating VbV retailers online, You will be required to verify the Transaction by requesting and entering a unique Verification Code via the check-out security screen.
- 3.2. You will also need to confirm details of the proposed Transaction, including the retailer's name, purchase amount and the date.
- 3.3. The Verification Code must be requested by You at the check-out security screen and will be sent, via SMS, to the mobile number held by Us on file for You.
- 3.4. Once entered the Verification Code and the 4-digit number appearing on the check-out security screen, You will need to click 'Submit' to complete and authorise the Transaction.
- 3.5. All Verification Codes sent to You by SMS will remain valid for 60 seconds.
- 3.6. If You do not enter the Verification Code correctly or if the Verification Code expires, You can request for a new Verification Code to be sent via SMS by clicking the "Get Veri-Code" button.
- 3.7. If You fail to follow the VbV process, or fail to enter a valid Verification Code, You will be unable to complete the Transaction.
- 3.8. If an incorrect Verification Code is entered five (5) times, Your access to the BOCUK VbV Service will be suspended immediately until You contact Us via telephone or submit a signed written instruction to have it reset.
- 3.9. To use your Card with participating VbV retailers online, You will be required to provide to Us a valid UK or China mobile number. It will not be possible to use the BOCUK VbV Service with mobile numbers from other countries.

4. Security

- 4.1. You are responsible for changes to your Personal Details including, for the purpose of using the BOCUK VbV Service, your mobile number and for keeping us updated at all times of any such changes at the earliest opportunity.

- 4.2. You must not disclose to or share with any other person(s) the Verification Codes, Your Card number and/or Your security details and You must take all reasonable steps to keep such information secret at all times, in particular, You must not record such information in a way that could be understood by someone else.
- 4.3. You must ensure that your mobile phone is not accessed by any other person(s).
- 4.4. If You have any concerns regarding the security of Your Personal Details or Account or Card information, including access to Verification Codes, You must notify Us immediately. Please contact Us via telephone on +44 (0) 20 7282 8763 (between 9:00 to 17:00 Monday to Friday excluding public holidays) or by email to cardcentre.uk@mail.notes.bank-of-china.com or by post to Card Centre, Bank of China (UK) Limited, 1 Lothbury, London EC2R 7DB.

5. Changes to the VbV Terms

- 5.1. Subject to paragraphs 5.2 and 5.3 below, We may at any time change the VbV Terms by at least 30 days written notice of the changes to the address held on file for You by us (including any email address(s) We may have on record for You).
- 5.2. If in our opinion the proposed changes to the VbV Terms are immaterial or deemed not to be detrimental to You in any way, We may instead make those changes with immediately effect by publishing them on our website.
- 5.3. We may also make changes to the VbV Terms with immediate effect if required to do so by any legal or regulatory requirement affecting us or for improving the BOCUK VbV Service or reflecting the requirements imposed on Us by anybody who enables Us to provide the BOCUK VbV Service.
- 5.4. We reserve the right to modify, amend or discontinue the BOCUK VbV Service, temporarily or permanently and without notice, where such modification, amendment or discontinuation is so required by Visa International Services Association, Visa Europe Services Inc or any other relevant service provider.

6. Termination

- 6.1. You may at any time instruct us to cancel or suspend Your access to the BOCUK VbV Service, however we will not be held responsible for any damage, loss and/or cost incurred by You in connection with You being unable to complete a Transaction online as a result of such cancellation or suspension.
- 6.2. We may suspend or terminate Your access to the BOCUK VbV Service with immediate effect if:
 - a) for any reason, Your Account is closed or Your Card is withdrawn;
 - b) in our opinion, You or anybody else is using or purporting to use the BOCUK VbV Service or Your Account or Card illegally, improperly or fraudulently;
 - c) We consider that Your Personal Details and/or Verification Code(s) may have become known to others or has entered the public domain;
 - d) You fail to comply with any of Your obligations under the VbV Terms or General Terms;
 - e) the BOCUK VbV Service is ended or suspended without notice by Visa International Services Association, Visa Europe Services Inc or any other relevant service provider;
 - f) We are obliged to do so by any legal or regulatory requirement applicable to Us; or
 - g) We deem there to be exceptional circumstances provided that, if We so terminate, we will notify You of any such termination as soon as possible.
- 6.3. We may also suspend the BOCUK VbV Service or decline to act on any instruction if We consider that there has been a breach of security or if We are uncertain as to whether an instruction is valid (We are under no obligation to confirm if an instruction is valid).

7. Liability

- 7.1. Unless You are a victim of fraud, You are responsible for Transactions made using the BOCUK VbV Service.
- 7.2. We will not accept responsibility for any claims, direct or indirect losses, damages or costs made against or incurred by You as a result of Your failure to update Your Personal Details with us in accordance with the VbV Terms.
- 7.3. We will not be liable for losses and costs caused to You if We are in breach of the VbV Terms because of abnormal and unforeseeable circumstances outside our control, where We could not avoid breaking the VbV Terms despite all efforts to the contrary, such as, delays or failures caused by industrial action, problems with other systems or networks, mechanical breakdowns or data-processing failures or resulting from Us complying with any relevant requirement under any law or regulation to which We are subject to.

8. Use of Your Information

- 8.1. You agree that We may use your Personal Details and other information provided to Us in order to administer the BOCUK VbV Service.
- 8.2. We may provide the police or any prosecuting or regulatory authority with any information about You obtained in connection with the BOCUK VbV Service in order to allow them to investigate any suspected or alleged fraud, financial crime or other criminal offence or any illegal or fraudulent use of Your Personal Details or other information.
- 8.3. Your Personal Details and other information will also be used, processed and transferred according to the General Terms.

Contact Information

Customer Service Hotline:

0800 38 95566 (UK)

or +44 20 7282 8926 (overseas)

Email: service.uk@bankofchina.com

Website: www.bankofchina.com/uk

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