

**TERMS & CONDITIONS  
for  
PERSONAL CUSTOMERS**



**TURKISH BANK (UK) LTD.**



**APPLICABLE FROM SEPTEMBER 2013**

**This pamphlet contains the general terms and conditions that apply to our personal bank accounts and some related services for personal customers.**

**Please read this pamphlet carefully and keep a copy for future reference.**

**1 Introduction**

- 1.1 The terms and conditions set out in this pamphlet are the general terms and conditions for our bank accounts and related services for personal customers. They apply, unless otherwise specified, to all Personal bank account relationships.
- 1.2 Your agreement with us for personal bank accounts and related banking services is made up of the general terms and conditions set out below, your Personal Account application form and any "additional terms and conditions" (together, "the Terms") we give you for any specific accounts and services.
- 1.3 Additional terms and conditions are the specific terms and conditions that apply to a particular service, for example, our interest rates and charges, notice periods on savings accounts and any minimum or maximum balances that may apply.
- 1.4 If there is any conflict between these general terms and conditions and any additional terms and conditions, then the additional terms and conditions will prevail.
- 1.5 This agreement only covers banking services that we provide for your personal use. We have different agreements for banking services that are provided for business use.
- 1.6 Some useful definitions:

"we, us, our"	means Turkish Bank (UK) Limited.
"you, your"	means the account holder or if the account is in joint names, all account holders.
"account"	means the account(s) in your name operated by us and may include additional services we may provide to you from time to time.
"Security Details"	means the processes or security procedures we ask you to follow or use to verify your identity. These may include, for example, passwords used for internet or telephone banking, security number or codes, such as Personal Identification Numbers (PINs) used at ATMs.
"Turkish Bank Group"	means Turkish Bank (UK) Limited and its associated companies.
"working day"	means Monday to Friday (other than English Bank Holidays).

**2 Account Opening**

- 2.1 Before an account can be opened you (together with any joint account holders, if applicable) must complete a Personal Account application form and provide the documentation specified in the application form. We may ask to interview you and take up references before, or at any time after, opening the account or require further information.
- 2.2 We may make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity. See clause 12 for further details of how we use your information.

**3 Communications****3.1 Account statements**

- 3.1.1 We will provide you with a statement for your current account each month there is payment activity on the account and will provide you with a paper statement regularly and at least yearly unless you choose to view statements for your account electronically and not to receive paper statements;
- 3.1.2 Your statement will contain details of all payments into and out of your account and other information which we are required to provide you with.
- We may issue messages on or with your statements to inform you of changes to this agreement.
- 3.1.3 We will charge you for any duplicate statements that you request.
- 3.1.4 You should read your statements and tell us as soon as possible if you believe there is an incorrect entry. To help us prevent fraud, you must tell us immediately by calling us if you do not recognise any transaction shown on your statement, or if you think a payment you have authorised has been incorrectly executed. If you do not tell us promptly (at least within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected. You must give us any information and assistance we reasonably request in dealing with the potential misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating.

### 3.2 **Other communications**

- 3.2.1 You can contact us using the contact details given in clause 3.3
- 3.2.2 We will contact you using the contact details you give us. If your name, address, telephone number or e-mail address changes, you must tell us. If you do this by telephone we may ask you to confirm the change in writing and if necessary provide documentary evidence.
- 3.2.3 Telephone calls may be recorded.
- 3.2.4 If we hold an e-mail address or mobile phone number for you we may use this to communicate with you and we may alert you to any concerns we have about the activity on your account.
- 3.2.5 We will communicate with you in English.

### 3.3 **Our contact details**

- 3.3.1 For general enquiries please call us on 0845 602 6966 or write to us at the following address:  
Customer Services Department  
Turkish Bank (UK) Ltd  
84-86 Borough High Street  
London  
SE1 1LN
- 3.3.2 To find out about our current interest rates please call us on 0845 602 6966 or visit your local branch.
- 3.3.3 To find out about our standard exchange rates for foreign cheques, international payments and foreign currency card transactions please call us on 0845 602 6966 or visit your local branch
- 3.3.4 For enquiries about the personal information we hold on you please call 0845 602 6966
- 3.3.5 To tell us about a change of name, address or contact details please call us on 0845 602 6966 or visit your local branch. If you phone us we may request you confirm the change of details in writing to us.
- 3.3.6 If your card, PIN or Security Details are lost or stolen or if you suspect the details of your card (including the card number) or Security Details may become liable to misuse, call us on 0844 384 3012 or from overseas +44 (0) 203 301 5275. If we ask, you must confirm the loss or theft of your card, PIN or Security Details in writing to us.

## 4 **Security**

- 4.1 We must check your identity before we can act on your instructions. For this reason:
  - 4.1.1 you must sign any instructions given on paper;
  - 4.1.2 when you are in a branch, we may ask you for identification;
  - 4.1.3 if you are communicating with us or giving instructions to us by another method (for example, using a card, telephone banking or internet banking) you must do so using the Security Details we have given you.
- 4.2 Provided we have checked your identity in one of the ways outlined above, we will assume that we are dealing with you.
- 4.3 You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards and Security Details. These precautions include, but are not limited to, all of the following, as applicable:

#### *Generally*

- 4.3.1 Never write down or otherwise record your Security Details in a way that could be understood by someone else;
- 4.3.2 not choosing passwords or codes that may be easy to guess as part of your Security Details;
- 4.3.3 taking care to ensure that no one hears or sees your Security Details when you use them;
- 4.3.4 keeping your Security Details unique to your accounts with us;
- 4.3.5 not allowing anyone else to have or use your card or Security Details and not disclosing them to anyone, including the police and us, except your card number and other card details when using your card to make payments, or your Security Details when using telephone banking and internet banking Security Details
- 4.3.6 keeping card receipts and other information about your account containing personal details safe and disposing of them safely, for example by shredding them;
- 4.3.7 changing your Security Details immediately and telling us as soon as possible in accordance with clause 4.4 if you know, or suspect that, someone else knows your Security Details, or if we ask you to;
- 4.3.8 keeping your card and Security Details safe;

#### *Cards and PINs*

- 4.3.9 safely destroying any PIN advice we send you immediately after receipt, for example, by shredding it;
- 4.3.10 signing each card as soon as you receive it if it bears a signature strip;
- 4.3.11 keeping your debit card separately from your cheques;

- 4.3.12 not disclosing the card number, PIN or card security details except when using the cards to make payments or to report to us the loss or theft of your card;
- 4.3.13 not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or internet;
- 4.3.14 not tampering with the card;
- 4.3.15 complying with all reasonable instructions we issue regarding keeping your card and PIN safe;

*Telephone banking*

- 4.3.16 when you contact us by telephone, you should not use cordless telephones or mobile telephones operating on an analogue network. We recommend that you use either a landline telephone or a digital mobile telephone;

*Internet banking*

- 4.3.17 keep your personal computer secure by using anti-virus and anti-spyware software and a personal firewall;
  - 4.3.18 not changing or copying any software we provide, or giving it to another person;
  - 4.3.19 never access internet banking from any public computer or public access point without first making sure that no one else is able to observe or copy your access or get access to your account pretending to be you;
  - 4.3.20 never record any security information on software that retains it automatically;
  - 4.3.21 always log out;
  - 4.3.22 follow all security measures recommended by the manufacturer of the electronic device on which you access internet banking.
- 4.4 If your card, cheques or security information are lost or stolen or if you suspect the details of the card (including the card number) may become liable to misuse, you must tell us without delay by calling 0844 384 3012 or from overseas +44 (0) 203 301 5275. In the interests of security we may monitor and/or record your telephone call with us.
- 4.5 If we ask, you must confirm the loss or theft of your card, cheques, PIN or security information in writing to us at the following address: Turkish Bank (UK) Ltd, PO Box 67202, London SE1P 5UW.
- 4.6 You must cooperate with our reasonable requests in relation to any investigation into the actual or suspected misuse of your card or security information. You must report any unauthorised transactions to the police within 7 days of our request
- 4.7 We will cancel your card once we have been notified of the loss, theft or potential misuse of your card, cheques, PIN or security information. If your card or cheques are later found you must not use them and you must return them to us immediately, having cut them into at least six pieces including once through the chip and once through the magnetic strip of the card.

**5 Branch opening hours, cut-off times and general conditions about payments**

- 5.1 The Branches are usually open to the public for banking facilities on the following times;
- Monday 09:00 to 17:00
  - Tuesday 09:00 to 16:30
  - Wednesday 09:00 to 17:00
  - Thursday 10:00 to 16:30
  - Friday 09:00 to 16:30
  - Saturday\* 09:00 to 12:30
- The Bank does not open on Bank Holidays
- \*Saturday is not a business day for processing purposes. All such transactions entered into on a Saturday will be processed the next business day, i.e. usually the following Monday.
- 5.2 Provided we receive an instruction by the "cut-off" time for a particular working day, we process payments and payment instructions on the same working day that we receive them. The cut-off time is the time which on a working day a payment or payment instruction is treated as received by us on that working day. This means that if we receive a payment or a payment instruction after the cut-off time, we will treat it as having been received by us on the following working day.
- If we receive a payment or payment instruction on a day that is not a working day, we will treat it as having been received on the next working day. Cut-off times vary for different types of payment and our different branches; please contact us for further information about cut-off times for the different types of payment and branches. We will receive any instructions you give us by post when we open your letter and there are no cut off times for this. Instructions for future dated payments will be treated as received on the proposed payment date, or the next working day.
- 5.3 When you have instructed us to make an immediate payment we will begin processing your instructions when they are received. You cannot cancel your instructions once you have given them to us. If you wish to cancel a direct debit you should contact the retailer or supplier.
- 5.4 If you instruct us to make a payment on a future date, we will begin processing your payment on the date for payment that you specify. In this case, whether or not you may cancel the payment instructions will depend on the type of payment requested and how that request was made; please contact us for further information.
- 5.5 On expiry of the time limits for cancellation referred to above, you may only cancel your instructions if we agree and, in the case of direct debits and debit card payments, if the person who receives payment also agrees.

- 5.6 We may refuse to accept a payment into an account or make payment from an account if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

**6 Payments into your account (deposits)**

**6.1 General conditions regarding payments into your account**

- 6.1.1 We may carry out certain checks on transactions on your account as part of our fraud prevention measures. In some circumstances we may ask you to explain the nature of a deposit and we reserve the right to decline to accept such deposit.
- 6.1.2 Without prejudice to our right to refuse to receive third party deposits; if such deposits are received by us then you are obliged to advise us of the full details of the beneficial owner of those funds.
- 6.1.3 We may refuse to accept payments into your account if we reasonably believe that doing so might expose us (or any other company in the Turkish Bank Group) to breach a legal requirement or might expose us (or any other company in the Turkish Bank Group) to action from any Government or regulator.
- 6.1.4 We may refuse to accept payments into your account if there is a legal requirement for us to act in this way e.g. a court order or another authority directing us.

**6.2 Cash and electronic funds**

- 6.2.1 Cash paid in at a branch will be added to your account and treated as cleared immediately.
- 6.2.2 Electronic transfers will be added to your account and treated as cleared on the same day.
- 6.2.3 We will convert any foreign currency payment into sterling before we pay it into your account. Some foreign currencies we may not be able to convert into sterling payments on the day of receipt. In this case, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it. We will use our prevailing exchange rate for buying the relevant currency that applies on the day that we receive the payment. We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

**6.3 Cheques**

- 6.3.1 If a sterling cheque (drawn from a bank in the UK, the Isle of Man, Gibraltar or the Channel Islands) is paid in at any of our branches before 2:30pm on a working day unless advised by a notice in our branches, or on our website of a variation in this cut off time, the money will be added to your account the same day. This time may also be bought forward on days prior to Public Holidays such as Christmas Eve and New Year's Eve. If a Sterling cheque is paid in at any of our branches after 2:30pm on a working day or at any time on a non working day, the money will be added to your account the next working day. The money will be counted for interest purposes no later than two working days after it was added to your account and it will be available for you to use no later than four working days after it was added to your account. There may be legal reasons or limited circumstances beyond our control which mean that a clearance may take longer than these time periods.
- 6.3.2 If a sterling cheque that has been drawn on one of our branches is paid into that branch before 3:30pm on a working day, you will normally be able to withdraw the money the next working day and the cheque will be treated as cleared for interest purposes on the on the working day that it is paid in.
- 6.3.3 If the paying bank that the sterling cheque was drawn on decides not to honour it, they will normally give a reason for non-payment. We will debit the amount of the sterling cheque from your account no later than the end of the sixth working day after it was added. After that, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque
- 6.3.4 We may not accept a cheque for payment into your account if it is more than six months old.

**6.4 Foreign cheques**

- 6.4.1 By 'foreign cheques' we mean cheques drawn in a foreign currency other than sterling or cheques paid out of an account abroad (i.e. in a country other than the UK, the Isle of Man, Gibraltar or the Channel Islands).
- 6.4.2 If you want to pay in a foreign cheque we will convert the amount at our applicable rate of exchange. We will tell you the exchange rate and, where applicable, the fees we charge for negotiating or collecting the cheque.
- 6.4.3 If you want to pay in a foreign cheque the processing times for UK cheques do not apply and we may decide or agree to 'negotiate' it or 'collect' it.
- 6.4.4 If we negotiate a foreign cheque we will credit your account on the day we receive the foreign cheque if credited to a sterling account, or with a pre-determined forward value if credited to a foreign currency account, with the full amount or the converted amount less any charges that may be levied by any correspondent bank. However you should be aware that if the foreign cheque is returned unpaid, we will have 'recourse' against you (as well as anyone who has signed or endorsed it) and we are entitled to deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. Please note that because our buying and selling exchange rates are different this usually means that the amount we deduct is likely to be greater than the amount we originally added.
- 6.4.5 For details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque, please ask at your branch.
- 6.4.6 For a foreign cheque that we negotiate, we will deduct our fees from your account at the time that you pay it in. If a cheque is returned unpaid, we will also deduct a further fee at the time it is returned. Agents' fees may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.

- 6.4.7 If we decide or agree to send a foreign cheque for collection. We will either:
- (a) send the cheque directly to the bank on which the foreign cheque is drawn for payment; or
  - (b) pass the foreign cheque through the appropriate clearance system in the country where the foreign cheque needs to be presented for payment. We may appoint an agent in that country to do this for us. We will credit your account with the amount of the foreign cheque (subject to clauses 6.4.2 and 6.4.8) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting for a period of time after receiving funds from the bank upon which the foreign cheque was drawn so we or they are certain that it has cleared and has not been returned before we credit your account.

You should be aware that a cheque which has been sent for collection can be returned unpaid even after we have credited your account with the amount of the cheque. If this happens we reserve the right to debit your account with the amount we credited your account with, or if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. Please note that because our buying and selling exchange rates are different this usually means that the amount we deduct is likely to be greater than the amount we originally added.

- 6.4.8 For a cheque that we collect, we will deduct a fee from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque. Agents fees and/or fees of the bank on which the cheque is drawn may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- 6.4.9 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as your name on the front of the cheque, i.e. not necessarily your usual signature. If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- 6.4.10 Whilst we take care in choosing our agents when negotiating or collecting any foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of your account.
- 6.4.11 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.
- 6.4.12 When we refer to foreign cheques, we also mean other forms of foreign payment (other than cash), unless other arrangements are in place between you and us in respect of any other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment. If you would like a copy of these, please ask us.

**7 Payments out of your account (withdrawals or debits)**

**7.1 General conditions about payments out of your account**

- 7.1.1 We will assume that we are dealing with you, and that you have agreed to us acting on any instructions without our obtaining further confirmation from you:
- (a) where you ask us to make a payment using your Security Details as long as any relevant security checks have been made by us; and
  - (b) otherwise, if you have signed a cheque or other payment document containing payment instructions.
- 7.1.2 If the cleared balance on your account (plus any unused and pre arranged overdraft) is sufficient, you may make payments or withdrawals. For your own protection there is a daily limit on the amount of cash you can withdraw from an ATM
- 7.1.3 When giving us instructions to transfer funds to another account (other than by cheque), you must provide us with the recipient sort code and account number for payments in the UK, or the equivalent information for payments outside the UK, and any other details we may ask you for so that we can make the payment. You are responsible for checking that the details are correct. We will not be liable if your payment is delayed or sent to the wrong recipient because you have given us the wrong details.
- 7.1.4 If we accept your instructions to make a payment on a future date, we will make the payment on that date, unless it is not a working day in which case we will make the payment on the next working day.
- 7.1.5 You may ask us to check the status of a payment you have instructed. This may involve relying on another bank in processing or receiving the payment for information.
- 7.1.6 You will not be able to give us a payment instruction using a card or Security Details if we have stopped or suspended your ability to use them.
- 7.1.7 We may refuse to carry out a payment instruction, or other transaction on your account such as a withdrawal or card transaction, in the following circumstances:
- (a) you do not have sufficient funds available in your account; or
  - (b) the payment instruction is not clear, contains any irregularities or you have provided us with incorrect details; or
  - (c) there is a legal requirement or a court or other authority that tells us to act in this way; or
  - (d) the payment appears unusual compared with your normal use of the account; or

- (e) we have reasonable grounds to suspect fraudulent activity; or
- (f) we reasonably believe that someone else may have legal rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
- (g) if we reasonably believe that doing so might cause us (or any other company in the Turkish Bank Group) to breach a legal requirement, or might expose us (or another company in the Turkish Bank Group) to action from any Government or regulator; or
- (h) any other reason set out separately in this agreement applies.

In these circumstances we will act in manner that we consider to be reasonably appropriate in the circumstances and try to reduce the inconvenience to you.

- 7.1.8 For security purposes we may apply limits to transactions of certain types or amounts from time to time which may mean that we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
- 7.1.9 To help us prevent the misuse of your account we have systems in place that identify unusual payments. Where we believe an unusual payment may involve misuse we may investigate further, for example by calling you or refusing to make payment.
- 7.1.10 Unless we are prevented from doing so by law, we will try to contact you to tell you that we have declined to act on your payment instruction. If you are using your card for a card transaction the retailer or ATM owner will inform you that the payment has been refused.
- 7.1.11 You can also contact us to find out why we have refused to act on your payment instruction.
- 7.1.12 We are not liable if another bank or its ATM or other machine does not accept your card or card number.

7.2

#### **Payments not carried out by cheque or card**

- 7.2.1 Payments will normally be credited to the recipient's bank account out as follows:
  - (a) Payments within the European Economic Area (EEA) in Sterling or euro will reach the recipient bank by the end of the next business day following receipt of your instructions;
  - (b) payments within the EEA that are in an EEA currency other than Sterling or euro will reach the recipient's bank no later than four working days following receipt of your instructions;
  - (c) different timescales apply to payments outside the EEA.
- 7.2.2 Payments that you ask us to make the same day will normally be credited to the payee's account the same working day, provided that we receive your instructions before the relevant cut-off time. We will make a charge for this same day service; please contact us for details of our current charges.
- 7.2.3 We will make a charge for international payments; please contact us for details of our current charges.
- 7.2.4 If we receive instructions to make payments in a currency other than the currency of your account we will convert the amount of the payment at our prevailing exchange rate.
- 7.2.5 Our exchange rates are variable exchange rates which change constantly throughout the day to reflect movements in foreign exchange markets. For payments involving a currency conversion from your account where we receive instructions by any method other than by post, we will either tell you the exchange rate or tell you that it is available (depending on the method used) before we make the payment. The exchange rate applied and fees charged (where applicable) will appear on your next statement.
- 7.2.6 If you instruct us to make a sterling payment to a non-sterling recipient account we cannot control the exchange rate applied by the recipient bank. You may find out the exchange rate by contacting us.
- 7.2.7 If, for any reason, a non-sterling payment is returned to us we will convert the amount at the exchange rate applicable at that time and date and credit it to your account. The exchange rates for buying and selling currency differ and therefore the amount we will credit to your account is likely to be less than the amount originally debited from you.
- 7.2.8 Where we have to send an international payment through the banking system in a foreign country we may need to appoint an agent in that country to act on our behalf. Where we select any agent we shall exercise reasonable care in making such selection but, subject to that, we shall not be liable for any failure to perform or any act or omission of such agent.
- 7.2.9 Where we properly incur any costs or other obligations when acting on your behalf in making an international payment, you agree to reimburse us and take any other steps needed to put us in the position we would have been in had we not acted on your behalf.

#### *Direct Debits*

- 7.2.10 To set up a direct debit you must complete a direct debit instruction form with the recipient.
- 7.2.11 The recipient will lodge the direct debit instruction with us. When each payment request is sent to us we will check that the reference for that payment matches the reference on the direct debit instruction and will then make the payment from your account.
- 7.2.12 The payment will be deducted from your account and received by the recipient's bank on the direct debit due date.

*Cancellation of a payment*

- 7.2.13 To suspend a direct debit or cancel a standing order or future dated payment, you must instruct your branch (or any other person we tell you) in writing, or by telephone and confirmed in writing. We can only suspend direct debit payments; if you wish to cancel a direct debit you must also contact the retailer or supplier so that they can cancel the direct debit. You will not be able to suspend a direct debit or cancel a standing order or future dated payment if you do not tell us before we are committed to pay the instruction or make the payment from your account.
- 7.2.14 You must include the following details:
- (a) standing order – name of recipient, amount and frequency;
  - (b) direct debit – name of recipient, amount and frequency;
  - (c) future dated payment – name of recipient, amount and due date for payment.

7.3

**Payments by cheque**

- 7.3.1 When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account. More time may be needed for a cheque paid into a building society or any bank outside England and Wales or any account held at a non-clearing bank. However, if a cheque you issue is paid into another account with us, the amount will be deducted from your account the same day.
- 7.3.2 You can instruct us to stop or cancel a cheque as long as it has not yet been paid in by calling us and giving details of the cheque number and date, your account number and the name of the payee. We may charge for trying to stop the cheque, whether or not we succeed.
- 7.3.3 You must only write cheques in sterling.
- 7.3.4 If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, please contact us.
- 7.3.5 If someone asks you to provide them with a replacement cheque it is your responsibility to ask for the old cheque back and to destroy it, or to ask us to stop the old cheque, before you provide them with a new cheque.
- 7.3.6 You must not issue Post Dated cheques.

7.4

**Payments by card**

- 7.4.1 We may at our discretion issue you with a debit card. The card can be used anywhere in the world that displays the Visa symbol. You can be also use the debit card to withdraw cash from cash machines in the UK and participating cash machines worldwide.
- 7.4.2 Payments by card are subject to additional terms and conditions.

7.5

**Refunds for payments**

- 7.5.1 We will refund the amount of any payment (except those made by cheque) and any charges or interest you paid as a result of it, and pay you interest we would have paid you on that amount, if:
- (a) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instructions you gave us or we can show that the payment was received by the other person's bank; or
  - (b) you tell us about a payment from your account which was not authorised and for which you are not otherwise liable (see clause 15 for further information on liability).
- However we will not refund a payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made.
- 7.5.2 If you authorise a transaction and the following conditions apply:
- (a) the exact amount of the payment is not specified when you gave your authority, for example, with a direct debit; and
  - (b) the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the terms and all other circumstances (but not fluctuations in exchange rates);
  - (c) the payment was made to a retailer in the EEA,

then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means, at least four weeks before the payment is made from your account.

- 7.5.3 If you have instructed us to make payments requested by third parties under the Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee Scheme.
- 7.5.4 You must provide us with any information we reasonably request in order to allow us to verify your entitlement to a refund. We will either make a refund or provide you with our reasons for refusing your request within 10 working days of receiving your request.

## 8 Interest and charges

- 8.1 Not all our accounts pay interest on credit balances. Interest is paid on the daily, cleared credit balance on your account unless the additional terms and conditions for the account state otherwise. Interest will be calculated and paid in the manner and at the rates set out in the additional terms and conditions for your account.
- 8.2 Where interest is paid it will be credited to your account net of tax (having taken off income tax at the standard rate, currently 20%) unless we are allowed to pay you gross interest (without taking off tax). For example, we can pay gross interest if you give us a completed Form R85 (or any replacement form).
- 8.3 Details of our current banking charges (for example, monthly account fees and overdraft charges) are set out in our charges and tariff leaflet. You will be personally notified of the interest rate payable on any agreed overdraft.
- 8.4 We will charge you interest due at the end of every monthly billing period unless we tell you otherwise in the additional terms and conditions for your account. We may also charge compound interest.
- 8.5 We may take any interest and charges you owe us from the same account, or from other accounts as allowed under clause 14. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your accounts.

## 9 Overdrafts

- 9.1 Arranged overdrafts are available on request if you are aged 18 or over and you satisfy our lending criteria.
- 9.2 If we agree to provide you with an arranged overdraft, we will send you an overdraft confirmation letter setting out its terms.
- 9.3 Instructions for a withdrawal or payment which would result in:
- 9.3.1 your account becoming overdrawn, or further overdrawn, without prior arrangement; or
  - 9.3.2 your arranged overdraft limit being exceeded,
- will be treated as an informal request for an unarranged overdraft.
- 9.4 We will decide at our discretion (taking into account your financial circumstances) whether or not to accept your request for an unarranged overdraft.
- 9.5 To determine whether your instructions would create an unarranged overdraft, only the cleared balance (plus any unused arranged overdraft) on your account will be considered. If we do make a payment against a credit balance which has not yet cleared, this does not mean that we are bound to do so at other times.
- 9.6 We may reduce or withdraw your overdraft limit at any time and demand in writing that you repay any money you owe us (including any applicable interest and charges), even if we have agreed a period for the overdraft with you.
- 9.7 Where you do not have sufficient funds to make a payment and we do not agree to your request for an unarranged overdraft you will not be able to make that payment. We will write to tell you that we have declined your payment.
- 9.8 Savings accounts must always be kept in credit.
- 9.9 Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do so.
- 9.10 You will also be responsible for paying any costs reasonably incurred by us in connection with your liability to the Bank. This will include (but will not be limited to) costs of:
- a) Communicating with you
  - b) Taking/preserving and/or realising any security
  - c) Taking steps, including Court action to obtain payment.

## 10 Joint Accounts

- 10.1 Joint accounts are operated on the basis of the authority below:
- 10.1.1 Unless otherwise specified in the joint account mandate, any one of you can give us instructions on your joint account independently of other account holders. This means that we do not require authority or signature of all account holders to be obtained in respect of individual transactions or instructions.
  - 10.1.2 Unless this conflicts with any other authority you have given us in writing on the joint account, and until one of you cancels this authority, you authorise us to pay all cheques and accept other instructions for payment (however given), or to stop such payments, signed or given by any one of you, whether the account is in debit or credit, and to accept instructions signed or given to us by any one of you to act on behalf of all of you in all other transactions with us, including providing an overdraft or other facility, or opening another account (but not including adding or removing parties from a joint account, see below).
  - 10.1.3 If you wish to either add or remove a party from a joint account you must all give us instructions to do so.
  - 10.1.4 We can use money in your joint account to pay what one of you owes us on an account in a sole name under clause 14.
  - 10.1.5 We may disclose to any of you any information we hold about the joint account.

- 10.1.6 A notice given to one of you will constitute a notice to all of you.
- 10.1.7 All of you together and individually are responsible for complying with the terms of this agreement. If any one of you does not comply with the terms of this agreement we can take action against any one of you or all of you, alone or together.
- 10.1.8 If we become aware of a dispute between you we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.
- 10.1.9 When this agreement ends (or your account is closed) we may transfer money we hold in the joint account to any one of you.
- 10.1.10 In the event of death of any of you, we may (but are not obliged to) continue acting on the instructions of the remaining joint account holder, including allowing them to withdraw any credit balance.

## 11 Third party instructions

- 11.1 You can authorise another person to operate your account. You will need to sign a third party mandate. On joint accounts, all of you must sign. You can also do this by signing a power of attorney but you should take legal advice before doing so.
- 11.2 If you authorise another person to operate your account then you will be responsible for their acts and omissions as if they were your own.

## 12 Your information

- 12.1 This section explains how we will use information about you once you have applied for an account with us, or any of our products and services
- 12.2 Your information comprises all the details and information we hold about you and your transactions, and includes information obtained from third parties or as a result of technology which you use to access our services. If you contact us electronically we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### *Confidentiality*

- 12.3 Information we hold about you will not be disclosed to anyone other than:

- 12.3.1 where we are legally obliged to disclose;
- 12.3.2 where we have a public duty to disclose;
- 12.3.3 where our legitimate business purposes require disclosure;
- 12.3.4 where the disclosure is made with your consent; or
- 12.3.5 as set out in the terms below.

### *General use and sharing of your information*

- 12.4 The Turkish Bank Group may collect, use and share your information:

- 12.4.1 to process applications you make;
- 12.4.2 to provide you with products and services and to notify you about important changes or developments to the features and operation of those products and services; and
- 12.4.3 for credit assessment, risk assessment, debt recovery, prevention and detection of crime, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.

This may include information provided by you or someone acting on your behalf. Where appropriate (for example if you have relationships with other members of the Turkish Bank Group) this information may be shared with the Turkish Bank Group outside of the UK.

- 12.5 If you agree, we and other members of the Turkish Bank Group may also contact you about products and services available from Turkish Bank Group companies, which we believe may interest you or benefit you financially. You can tell us at any time if you do not want to be contacted for these purposes.
- 12.6 We may use other members of the Turkish Bank Group and/or third parties to provide services on our behalf which may include the processing of information about you.
- 12.7 Whether it is processed in the UK or overseas in accordance with data protection legislation your information will be protected by a strict code of secrecy and security which all members of the Turkish Bank Group are subject to. Where payments are processed through other organisations such as banks and the worldwide payments system operated by SWIFT, those organisations may have to process and store your personal information abroad and may have to disclose it to foreign authorities (including those outside the EEA, in which case your personal information may not be protected to the standards of the Turkish Bank Group), for example, to help fight against crime and terrorism.
- 12.8 You must not give us personal information about someone else without first obtaining his or her consent for it to be disclosed in the ways set out in this section.

### *Credit reference agencies*

- 12.9 We may share your information with credit reference agencies to verify your identity and suitability for an account or service, using information from publically available sources.

- 12.10 If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet financial commitments. The credit reference agencies will record details which will form part of your credit history whether or not you proceed with the application. If you make several applications within a short period of time, this may temporarily affect your ability to obtain credit. Where you have agreed, we may share details of how you manage your credit accounts or borrowing from us with credit reference agencies.

*Crime prevention and debt recovery*

- 12.11 To recover debt, prevent crime, verify your identity and meet our legal obligations, we may exchange information (both within the UK and overseas) with other members of the Turkish Bank Group and, where appropriate, with credit reference, debt recovery, fraud prevention and law enforcement agencies, as well as other relevant organisations including other lenders.
- 12.12 Your information may be processed for the purposes of complying with applicable laws including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.
- 12.13 In order to prevent or detect fraud, the information provided in the application will be shared with fraud prevention agencies. If false or inaccurate information is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

*Miscellaneous*

- 12.14 Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is £10 for supplying the information, and we may require proof of your identity before doing so.
- 12.15 To help us improve our level of service and in the interests of security we may monitor and/or record your communications with us including telephone calls.
- 12.16 We may make and retain copies of passports, driving licence, utility bills and other identification evidence that you provide.
- 12.17 We may share information about you with any third party:
- 12.17.1 to whom we transfer, or may transfer, any of our rights and obligations under the Terms; and
- 12.17.2 in connection with the sale, acquisition or restructure of any member of the Turkish Bank Group provided that the third party uses such information for the same purposes for which it was supplied to us or used by us.

**13 Changes to the Terms**

*General information*

- 13.1 We may change interest rates and other Terms in accordance with this clause 13.
- 13.2 For products or services that you have which are for particular terms that are fixed, please see the additional terms and conditions for those products or services for information on the circumstances in which we may make changes to those terms.
- 13.3 When we give you notice of a change personally, we may do this by post, email, a message on your statement or in any other way that will be sent to you individually. We recommend that you securely save copies of electronic notifications for your records.
- 13.4 When you open an account, we will give you our interest rates and charges information which contains details of our interest rates. You can also find out about our current interest rates by contacting us or through our website, [www.turkishbank.co.uk](http://www.turkishbank.co.uk).

*Interest rate changes*

- 13.5 Interest rates on accounts which track a reference interest rate (for example, the Bank of England Base Rate) change automatically. The reference interest rate is not set by us and is publically available so that you can check to find out what it is.
- 13.6 We can change interest rates we set on an account which does not track a reference rate in the following ways:
- 13.6.1 If the change is to your advantage, we will write to you within 30 days advising you of the change. If the change is not to your advantage, by writing to you at least two months in advance of making the change, unless that change is to a managed rate that you pay on an overdraft, in which case we will give you at least 30 days notice of the change.

*Other changes to the Terms*

- 13.7 As long as we give you advance personal notice we can change:
- 13.7.1 these general terms and conditions; and
- 13.7.2 the additional terms and conditions that apply to a particular account or service

We will give you at least two months before the change happens unless the change is to the conditions of a benefits package included with an account, the benefits in the package or to the providers of the benefits, or we withdraw a benefits package from the account, in which case we will give you at least 30 days notice of the change

*Notification of changes*

- 13.8 Where we have to give you personal notice, we will tell you about the change by letter, email, text message, statement messages or any other way which is sent to you individually.

- 13.9 When we say we will publish notice of a change, we will do so by general notice at our bank branches and on our website.
- 13.10 If we can notify you of a change in another way, we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements.
- 13.11 When we give you advance notice of a change, you can end this agreement or close your account without charge during the notice period we give you. If you do not do so, we shall assume that you have accepted the change on the date the change comes into force.

**14 Set off (using money between accounts)**

- 14.1 If any accounts you hold with us are in credit, and you have failed to pay us any amount which you owe on any other accounts you hold with us, we may use the money you hold with us to reduce or repay the amount which you owe us. This is called our right of set-off.
- 14.2 We can use our right of set-off in respect of accounts which are in your sole name and accounts which are in joint names as follows:

Account in credit held in name of	Right of set-off can be applied against amounts owed on accounts held by
You	You
You	You and X
You and X	You and X
You and X	You
You and X	X

- 14.3 We will not use our right of set-off against any money which we hold in an account in your name which you have advised us is not yours. We will not use our right of set-off against any money which we are required to hold by law in an account in your name for someone else.
- 14.4 If we decide to use our right of set-off we will tell you why and when it will be done unless we reasonably believe that you will try and prevent us from obtaining repayment of the money which you owe us.

**15 General liability**

- 15.1 Subject to the provisions of this clause, we will be responsible for any unauthorised transactions you tell us about in accordance with clause 3.1.4 unless we can prove either:
  - 15.1.1 that you have acted fraudulently or you allowed another person to use your card or Security Details in which case you will be liable for all payments from the account that we have been unable to stop; or
  - 15.1.2 that you have been grossly negligent with your card or Security Details, or you intentionally, or with gross negligence failed to use your card or Security Details in accordance with the Terms or to notify us in accordance with the Terms of the loss, theft or misuse of any card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.

Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges.

- 15.2 Additional terms and conditions apply to liability for losses arising for the use or misuse of cards.
- 15.3 If we break this agreement we will not be liable for:
  - 15.3.1 losses or costs caused by abnormal and unforeseen circumstances outside our reasonable control, including but not limited to, industrial disputes and system, network or mechanical failures; or
  - 15.3.2 indirect loss resulting from our breach
- 15.4 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

**16 Cancellation of your account**

Unless otherwise stated in the additional terms and conditions, you have the right to cancel your agreement with us by closing your account within a period of 14 days after the date we open your account. You can do this by contacting us by phone or in writing. We will give you all your money back together with any interest earned. We will ignore any additional charges and any notice period that applies to your account.

**17 Terminating this agreement or closing your account**

- 17.1 This agreement will continue until terminated by you or us.
- 17.2 We may suspend an account if you are no longer eligible for it or if you do not use it for 12 months.
- 17.3 You can end this agreement or close your account at any time, by writing to us, phoning us or visiting one of our branches. If you do not tell us in writing we may ask you to confirm your instructions in writing. You must destroy any unused cheques

and all cards issued to you by cutting them into at least six pieces. If we ask you to, you must return your destroyed cheques and cards to us.

- 17.4 The closure of your account, whether by you or us, will not release you from any liability for monies owing to the Bank or from any previous liability or indemnity for any act performed by the Bank in accordance with instructions received from you or any authorised signatory under an Authority. Should there be any outstanding balance on any or your accounts it will become immediately due and payable on termination.
- 17.5 We can end this agreement and close your account immediately in certain situations, for example:
- 17.5.1 you have seriously or persistently broken any of the Terms;
  - 17.5.2 there has been or we suspect there has been fraud involving any of your accounts, or any transactions on any of your accounts, in which we suspect there has been negligence or collusion upon your part;
  - 17.5.3 there has been or we suspect there has been suspicious activity on your account;
  - 17.5.4 if we have reasonable grounds for believing you have committed or are planning on committing a crime in connection with your account;
  - 17.5.5 you are, or we reasonably consider you may be, behaving improperly (for example in a threatening or abusive manner);
  - 17.5.6 we reasonably consider that by continuing this agreement we may be in breach of a court order or other legal or regulatory requirement;
  - 17.5.7 if you have not satisfied our anti-money laundering / Counter Terrorist Funding or Anti-Bribery and Corruption requirements;
  - 17.5.8 if we have demanded that you repay an overdrawn balance on your account and you fail to do so; or
  - 17.5.9 if a bankruptcy order has been made against you.
- 17.6 We may end this agreement and close your account for any other reason by giving you at least two months' written notice. This clause 17.6 does not apply to any account you have with us that is for a fixed term.
- 17.7 If we close your account we will repay any credit balance to you after deduction of any interest and charges applicable. You must destroy any unused cheques and all cards we have issued you with by cutting them into six pieces. If we ask you to, you must return your destroyed cheques and cards to us.
- 17.8 When your account is closed you are responsible for cancelling all direct payments into and out of your account, such as direct debits, standing orders and card payments.
- 17.9 In the event of the death of a sole account holder, we may require a grant of probate or letter of administration or grant of representation issued by the authorities before releasing any monies in your account to your personal representatives.
- 17.10 If this agreement ends, it will not affect any legal rights or obligations which have already arisen.

## 18 **Obligation to report income**

If you are connected with a country (for example because you have income or assets there, or are domiciled or resident there), you may be obliged by law to report your worldwide income to a tax authority in that country. You should take tax advice if you are in any doubt about your reporting obligations. The Bank may also be obliged to report any income or assets that we are aware of in this country to overseas regulatory authorities should this become a requirement of the UK authorities.

## 19 **Bankruptcy**

- 19.1 In the event that a petition for a bankruptcy order is presented against you then you agree that we may:
- 19.1.1 suspend or stop your ability to make payments from your account unless you have obtained an appropriate order from the court permitting you to do so;
  - 19.1.2 ask you to return any debit cards and cheque books you have, having first destroyed any unused cheques and all cards issued to you by cutting them into at least six pieces; and/or
  - 19.1.3 set up a separate account in your name to which any future payment receipts will be credited.
- 19.2 If we receive notification of any other court order or arrangement that has been entered into in relation to your account which requires authority to be obtained from a third party before we can act on instructions to make payments from your account, you agree that we may take any of the actions in clauses 19.1.1 or 19.1.2 above until we receive appropriate authority from the relevant third party.

## 20 **Transferring your account**

We may transfer you from your existing account to another account we believe is appropriate for you if your existing account is no longer going to be provided by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account and you do not meet this. We will give you at least two months' notice of this. You can close your account within 60 days of it being converted without any charge or interest being applied for doing so.

**21 Inactive accounts**

We will mark your account as dormant if it has been inactive for at least two years to protect both you and us. You can ask us for details of how you can access your account either directly or via the British Bankers' Association (BBA).

**22 Transferring rights and obligations**

22.1 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them and who is authorised or recognised by the Financial Conduct Authority (FCA) or the Prudential Regulatory Authority (PRA) as being entitled to accept deposits.

22.2 You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

**23 Not enforcing the Terms**

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. If we do, we can still insist on the strict enforcement of our rights at any later date.

**24 Governing law**

24.1 The terms are governed by the laws of England.

24.2 You agree to submit to the non-exclusive jurisdiction of the courts of England.

**25 Complaints procedure**

25.1 Turkish Bank (UK) Ltd is committed to providing a high standard of customer service. However, if you are not satisfied with any aspect of our service, our complaint handling procedure is in place to deal with your concerns effectively and in the correct manner.

25.2 If you wish to register your complaint, it would be helpful if you could provide the details below, together with any actions that may have already been taken to address your complaint.

25.3 You need to provide:

- Your name, address and account number (if applicable)
- A clear description of your concern or complaint
- The Branch/Business Centre involved and the name of the member of Staff dealing with you (if known)
- Details of how you would like us to correct your complaint
- Copies of any relevant documents or information that you have
- A daytime telephone number or e-mail address

25.4 Any complaint in writing should be addressed to:

Assistant General Manager  
Turkish Bank (UK) Ltd  
84-86 Borough High Street  
London SE1 1LN

Or you can either complete a form in one of our Branches or download a complaint form from our website [www.turkishbank.co.uk](http://www.turkishbank.co.uk) if that is more preferable to you.

25.5 After you have made your complaint

If we are unable to answer your complaint to your satisfaction by the close of business the next working day following its receipt, a Senior Official will be responsible for dealing with your complaint until it is resolved.

25.6 The next steps

Following the allocation of your complaint to a Senior Official, they will write to you within five working days outlining their understanding and the expected timescales involved in the investigation and resolving your complaint.

The Bank will continue to keep you updated and inform you of our progress and amended timescales in dealing with your complaint should we be unable to resolve it in the timescales which we initially gave you.

25.7 Resolving your complaint

Once we have fully investigated your complaint, we will write to you again with a final response letter detailing our findings and advising you of any correcting actions that we are taking.

25.8 Unresolved complaints after eight weeks

If we are unable to issue you with a final response letter or answer the complaint to your satisfaction within eight weeks of the bank first receiving your complaint, a further progress report will be issued at this date. At this point, we will also advise

you that if you are dissatisfied with the delay, that you may refer your complaint to the Financial Ombudsman Service. For your information, their address is:

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

- 25.9 Please note that the Financial Ombudsman will not assess any complaints until the Bank has either issued a final response letter or eight weeks has passed since you initially made your complaint to the Bank. Full details can be found on their website, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 26 **Financial Services Compensation Scheme**

We are a member of Financial Services Compensation Scheme (FSCS), the UK deposit protection scheme established under the Financial Services and Markets Act 2000. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligation. Most depositors are covered by the scheme. Eligible depositors are entitled to claim up to £85,000 and for joint accounts, each account holder is treated as having a separate claim of up to £85,000 each. Further details of the Scheme are available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## 27 **Our Regulators and how we are regulated**

- 27.1 We offer a range of savings and borrowing products and other financial services to our customers.
- 27.2 We are authorised and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA) (registration number 204566) for services except lending, in which we are licenced and regulated by the Office of Fair Trading (OFT) (OFT licence number 330505) for lending services.
- 27.3 We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).
- 27.4 Turkish Bank (UK) Ltd. is incorporated in the United Kingdom and Registered Number is 2643004 and registered in England and Wales having its Registered Office at 84-86 Borough High Street, London SE1 1LN.
- 27.5 Our VAT number is GB494255030



*"We strive to promote the best interests of customers to provide added value in our activities, and to protect the funds entrusted to us by our customers, while strictly observing the requirements of the law & our regulators at all times"*

For all your enquires please call  
Call Centre Tel: 0845 602 6966  
Call Centre Fax: 020 7939 9261

Turkish Bank (UK) Limited  
84-86 Borough High Street  
London SE1 1LN

Dalston Branch  
121 Kingsland High Street  
London E8 2PB

Harringay Branch  
577-579 Green Lanes  
Harringay  
London N8 0RG

Edmonton Branch  
92-94 Fore Street  
London N18 2XA

Palmers Green Branch  
391 Green Lanes  
London N13 4JG

Lewisham Branch  
83 Lewisham High Street  
London SE13 5JX

E-mail: [customerservices@turkishbank.co.uk](mailto:customerservices@turkishbank.co.uk)  
[www.turkishbank.co.uk](http://www.turkishbank.co.uk)

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