# **BPI (Europe) Plc** General Terms and Conditions

# Updated November 2018

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# 1. About this Agreement

This agreement discloses your responsibilities as well as ours, so that together we will be able to run your account with us easily and smoothly. The general terms and conditions in this agreement apply to all accounts. Depending on the type of product and services you are opening and availing, you will have some separate additional terms and conditions for that particular product or service.

#### 1.1. What this agreement is and who's this agreement between?

We refer to "this agreement", "the agreement", or "your agreement" to mean the Customer Agreement and all the terms and conditions that apply to your account and all banking services you have with us.

We use the term "you" or "your" to refer to you or the business for which we have opened the account, or any individual duly authorised by the business. You will be bound by anything done by any person you have authorised to access or use an account for you even if they do something that is outside the scope of the authority you gave them.

This agreement is between you and the Bank of the Philippine Islands (Europe) Plc ("BPI Europe", "us", "our").

#### 1.2. How do we keep each other informed?

You may specify the means by which you would like to be contacted. This may include your most recent home/business address, email address, telephone and/or mobile numbers provided on your Customer Information Sheet (CIS). It is therefore important that you inform us in writing of any changes/modification to your business and contact details, otherwise, important notices and information may not reach you.

You may contact us through any of the following channels:

- 26a/27a Earl's Court Gardens, Earl's Court, London, United Kingdom SW5 0SZ
- +44-0207-8350088
- bpinoy@bpieuropeplc.com / www.bpieuropeplc.com

To help us continually improve our services and for security reasons we may monitor and record your telephone calls with us.

#### 1.3. What does this agreement cover?

This covers the account(s) you hold with us and other services you have availed of.

#### 1.4. What forms our agreement?

This agreement covers this document, any mandate for your account, and all other terms referred to below.

TERMS	WHERE TO FIND THEM
General terms that apply to all accounts	In this document
Interest rates and charges	Unless expressly agreed, interest rates and applicable charges may be found on our website.
Exchange rates	We publish applicable exchange rates on our website. Alternatively, you may call us to enquire.

#### 1.5. How this agreement applies to different types of customers

The Payment Services Regulations 2017 and other rules require us to treat Small Business and Small Charity Customers in the same way as our personal banking customers but we don't have to do this for our Larger Corporate Business Customers as long as we've agreed that different terms may apply. Where relevant, we make clear whether a particular term applies to Larger Corporate Business Customers that apply to Small Business and Small Charity Customers.

- A Small Business is defined as a customer which has, on the date it entered into this agreement, fewer than 10 employees and an annual turnover and/or balance sheet total of £2million or less (or, if part of a group, the group has an annual turnover and/or balance sheet total of £2million or less).
- A Small Charity Customer is a UK registered charity whose annual income was, on the date it entered into this agreement, less than £1million.

If you're a Larger Corporate Business Customer, you agree that the following provisions of the Payment Services Regulations 2017<sup>1</sup> won't apply to your agreement with us:

- Part 6 Information Requirements for Payment Services.
- Regulation 66(1) Charges.
- Regulation 67(3) and (4) Consent and withdrawal of consent.
- Regulation 75 Evidence on authentication and execution of payment transactions.
- Regulation 77 Payer or payee's liability for unauthorised payment transactions.
- Regulation 79 Refunds for payment transactions initiated by or through a payee.
- Regulation 80 Requests for refunds for payment transactions initiated by or through a payee.
- Regulation 83 Revocation of a payment order.
- Regulation 91 Non-execution or defective or late execution of payment transactions initiated by the payer.

<sup>&</sup>lt;sup>1</sup> http://www.legislation.gov.uk/uksi/2017/752/contents/made

- Regulation 92 Non-execution or defective or late execution of payment transactions initiated by the payee.
- Regulation 94 Liability of payment service provider for charges and interest.

**Note:** You must tell us as soon as you become aware that you meet or stop meeting the criteria to be a Small Business or Small Charity Customer.

#### 2. About keeping your account safe

We will do all we can to safeguard your information and account with us, however you must also help us do this. You need to know about the security checks we'll make before we allow access to your account and to make sure payments from it are properly authorised; and the information we'll give you about your account(s) and information we need from you.

#### 2.1. How do we ensure we're dealing with you?

Prior to executing your banking transactions, we will check on your identity to ensure that we have the proper authority to act. This may mean:

- verifying signatures on a document versus those provided on the CIS;
- requesting for additional identity document/s with a valid photograph for branch transactions. Examples of valid identity documents are passports or driving licenses;
- posing security challenge questions if transacting by phone.

#### 2.2. Maintaining security

We are committed to doing everything within our powers to prevent unauthorised access to your account. We also expect that you will do your part by keeping information safe.

If you have reason to suspect that access to your account has been compromised, we oblige you to contact us as soon as possible. If necessary, we may provide, and ask you to provide, information to the police to assist in an investigation.

#### 2.3. Statements and other information we'll give you

We will always make information about payments into or out of your account, service charges or pay interest available to you through online banking (www.bpieuropeplc.com). You may view your account history and statement via online banking. A statement will be sent to you on a quarterly basis. We do not send bank statements for accounts with balances of £50.00 and below, and without any transactions for the covering quarter. You may request additional copy of your quarterly bank statements for a fee. Refer to bpieuropeplc.com for further details.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your account(s). If you don't do so within 13 months of the date of the transaction, you won't have a right to a refund.

#### 2.4. Telling you about changes to our charges, interest, rates, and services

If applicable, we will send you prior notification of fees and/or other charges that we deduct from your account at least thirty (30) days before implementation date. This notification may be sent via email or via post to your registered address. We will likewise provide updated information on our charges, interest, rates, and services through our website and in our branch.

Our interest rates are variable and we may change the interest rates on your account at any time for the following reasons:

- a. To respond proportionately to a change in the Bank of England base rate or any publiclylisted market rate;
- b. To respond proportionally to the costs we reasonably incur in providing your account (including funding costs);

Foreign exchange rates are quoted daily based on prevailing market rates and may be updated at any time depending on market conditions.

#### 2.5. Keeping your information up-to-date and secure

We may require you to provide certain information about yourself, your business and your transactions from time to time, for us to manage your account, communicate with you, to comply with laws and regulations such as stipulated in the Joint Money Laundering Steering Group (JMSLG), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Immigration Act 2016, and to prevent financial crime.

You should also keep us informed of any changes to your situation, personal details or any other important changes that are relevant to us – for example:

- Change of name
- Change of your specimen signature (based on your passport)
- Change of nationality
- Change of address
- Change of marital status
- Change of employment/employer
- Renewal of UK visa

We expect that you will provide us with information that is true, correct, complete and current. Failure to do so may mean it might affect your eligibility to make use of your account and our services such as:

- you may not be able to carry on doing some or all of your banking with us anymore;
- we may attempt to source the information by any other lawful means; or
- we could block or close your account(s).

Certain circumstances may compel us to share your information to third parties, such as when we are required by law or public duty to disclose it, to protect our own interests (e.g., during legal proceedings), or if we have sought and obtained your explicit consent to share such information.

We will also keep your information for as long as legally necessary after the closure of your account or if we decline your application for legal and regulatory reasons. This usually means 5 years from the date of closure / application denial, but may be longer if necessary, such as when there are legal proceedings.

Full details of the information we hold about you and how we use your information that you have explicitly consented to is covered in our Data Privacy Statement. You may withdraw this consent by closing your account free of charge. We will then stop using your data for this purpose but may continue to process your data for other legal and regulatory purposes as we may be legally required to do so.

Our Data Privacy Statement explains how we collect, access, protect, use, share and retain your information. It likewise sets out your rights to your information under the data protection law. You can find this at <u>www.bpieuropeplc.com</u> or you can ask for a copy in our branch.

#### 2.6. Tax compliance

BPI Europe does not and will not provide tax advice. It is your responsibility to ensure tax compliance in the UK and any other countries where you may have any tax obligations. Note that for non-UK residents, your country of residence's tax laws may apply to you. It is best that you seek independent legal and tax advice for such matters.

#### 2.7. What happens if you stop using your account?

If you haven't used your current account for 12 months, we will prevent any further transactions to be made into or out of your account to safeguard it against fraud as you might not be monitoring it as closely. This is also to protect your privacy as we might be sending confidential information to an address you may no longer live at. We do this by:

- freezing inactive accounts which have a credit balance and marking them as dormant; or
- closing inactive accounts which have a zero balance.

We will provide you with a 30-day notice if we intend to take the above actions and will ask if you wish to keep your account open and active before we freeze or close it. To keep your account from becoming inactive, you simply have to credit or push at least one transaction through the account within a 12 month period.

#### 3. About using your account

To use your account, you either make payments into or out of your account by cash, cheque, debit/credit card, or electronically by direct transfer from or to another account. We accept or make payments denominated in GBP and USD.

Generally, for us to make a payment into or from your account within the UK, we need the Sort Code and Account number and any other details we deem necessary to process the payment. For international payments, we will also need the recipient's name and address and the recipient bank's name and address and identifier (e.g. IBAN number or BIC number). We may also need the recipient bank's SWIFT address or national clearing code.

#### In this section, we explain:

- when and how payments can be made; and
- what happens when a payment is unauthorised or made incorrectly.

#### 3.1. Making payments into your account

Payments can be made into your account in different ways and will be available to you at different times.

Payment in	When your account is credited
Cash over-the-counter personally by yourself	Immediately
Using your debit or credit card at our Branch – Sterling only	Immediately
Paper Cheque payable to yourself	2 banking days clearing period
	The paying bank can't recall the funds and we can't take it out of your account (unless we reasonably suspect fraud or you agree)
Imaged Cheque payable to yourself (2)	2 banking days clearing period
Faster Payment or Online Transfer from your other UK bank account	Subject to clearing within our banking hours*
Standing Order from your other UK bank account	Subject to clearing within our banking hours
Bacs Direct Credit	Subject to clearing within our banking hours
International Transfer	Subject to clearing within our banking hours and applicable charges applies as follows:
	Currency Charges
	<b>GBP</b> £3.00
	<b>USD</b> \$5.00
	<b>EUR</b> € 5.00
	Mode of payment: SWIFT International Payment

\* see bpieuropeplc.com for our hours of operations

If a cheque paid into your account is returned unpaid and we have already credited your account, we'll tell you and deduct this amount from your account. If deducting the full amount from your account would make you go overdrawn, you may have to pay overdrawn charges of GBP20.00.

We can only accept cheques denominated in GBP drawn against UK banks, as BPI Europe is not participant of non-UK clearing systems.

#### Notes:

- 1. All payments and decisions about payments are made on working days. A working day is usually Monday to Friday (excluding UK public holidays). Banking hours are from 9:30 a.m. to 4:30 p.m. (Mondays to Fridays).
- 2. An imaged cheque is a scanned digital image of a paper cheque that can be processed for clearing and payment between banks and building societies through the Image Clearing System on a phased basis from 30 October 2017.

#### 3.2. Payments into your account by mistake or fraud

If a payment was made into your account by mistake or as a result of a BPIE systems error, we'll either:

- take the payment back out of your account;
- put a hold on the money so you cannot move it.

We do not need to tell you before we take the money back or put on hold the money that was mistakenly credited to your account. If you don't have enough money in your account when we take a payment out of it resulting to an informal overdraft, we will charge a corresponding overdraft fee of £20.00 for GBP deposit account and USD40.00 for USD deposit account on a per occurrence basis.

In such cases, we are also legally required to share all relevant information about you such as your name and address including the transaction information with the bank where the payment came from so that the payer may contact you directly.

#### 3.3. When we can refuse to accept payments into your account

We reserve the right to refuse acceptance of a payment into your account if we have reason to believe that:

- additional information such as proof of source of funds and purpose of payment were not made available to us;
- the payment may breach a legal requirement;
- there is fraudulent or criminal activity on your account;
- accepting the payment may expose us to action from a government, regulatory or law enforcement agency.

#### 3.4. Making payments out of your account

Payments can be made from your account in different ways such as over-the-counter withdrawals, transfers to other UK banks via phone instruction, and transfers via an international payment.

Payment from your account	Charges a	nd Cut-off Time	
Cash withdrawal	You need	to advise us a day earlier if you need to withdraw over GBP 1	,000.00
Transfers to	Subject to	16:00 cut-off. Charges are as follows:	
your other UK		Mode of Payment	Fees
bank account	Outgoing	Local Transfer value Next Day (per transaction, up to GBP10k)	NIL
	Outgoing	Local Transfer value Same Day (per transaction, up to GBP10k)	£3.00
	Outgoing	CHAPS Payment value same day (per transaction, >GBP10k)	£25.00
	Outgoing	BACS Payment value 3 banking day (per transaction, up to GBP10k)	NIL
	Currency:	GBP	
Transfer to your	Subject to	international payment charges and converted to the currenc	y you
other bank via	want the a	amount to be paid into using the BPI Europe Exchange Rate.	
an international	Currency	Mode of Payment Charges	
payment	GBP	International Outgoing Transfer £25.00	
	_		

For more details on charges, please visit our website at www.bpieuropeplc.com

**Note:** International Payments refers to a transfer from your BPI Europe account to an account not based in UK.

#### 3.5. When we can't make payments from your account

We will do all we can to carry out a valid instruction to make payments from your account. However, we may be prevented from doing so under certain circumstances such as, but not limited to, when:

- your account has insufficient balances to cover the payment;
- your instruction is not clear, incomplete, with incorrect details or information, and you have not provided required additional identification/information about the transaction;
- we suspect or have been informed that your account has been misused or has a breach of security;
- we suspect or have been informed of fraudulent or criminal activity in relation to your account;
- we may break laws, regulations, codes, court orders and expose ourselves to claims from third parties;
- we are constrained from doing so by a recipient bank that can't accept the payment system we normally use (e.g. Faster Payment).

In all cases where we were unable to make a payment from your account, you can call us immediately to find out why and what you need to do to correct any errors that made us refuse

your instruction. We will disclose this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.

#### 3.6. Cancelling or changing your payment instruction

Changing or cancelling a payment instruction depends on the type of payment:

Type of Payment	When can we change or cancel it	
Immediate Payment	We can't change or cancel these payments as	
	they are processed right away	
Transfer to your other UK account	We can't cancel or change these payments as	
	they are processed right away	
Transfer via International Payments	Number of working days before the payment is	
	due will depend on the correspondent bank	

# 3.7. Payments from your account gone wrong or don't happen, or we make a mistake or suspect fraud

Payments from your account goes wrong, don't happen, or mistakenly sent if we make a payment to an account at another bank and the bank didn't receive it or the instruction was unauthorised.

In this case, you have to call us immediately and we'll refund you as soon as we can, including where applicable, any charges you've paid and interest from the date the amount was taken from your account. However, this general rule does not apply if:

- we can prove that the payment was actually received by the correct recipient's bank;
- we sent the payment correctly based on your instructions;
- in an unauthorised payment, you've been grossly negligent (acted with a very significant degree of carelessness);
- we reasonably suspect fraud on your part; or
- you have not told us within 13 months after it was made as provided by law (this time limit doesn't apply though if you were overdrawn at that time).

#### 3.8. Joint Accounts

A joint savings account works as a savings account, however all account holders have equal rights to the account. This means that any of you can make deposits and withdrawals, set up and make online transactions, and close the account.

Although anybody can open a joint savings account, we typically consider these account holders:

- a) Couples / partners
- b) Children and parents
- c) Immediate family members

A joint savings account may work for some individuals, however we advise you to carefully consider your personal circumstances prior to opening a joint account. As joint accounts allow all account holders equal ownership, one party can potentially make a decision at their discretion without explicit notice to or consent from the other party/ies. This means we may accept instructions from either of you. Furthermore, if fees and penalties are incurred on the account, all parties are liable.

#### 3.9. What happens if you pass away

It is undeniable that death is a very painful situation and we will help your next of kin or legal administrator to claim the funds from your account. Your next of kin is kindly advised to contact us and submit the following:

- Claim form
- Original or certified copy of Death Certificate
- Birth certificate, marriage certificate, and/or other legal documents which prove that you are next of kin

For balances of more than £50,000, please submit to us a Grant of Probate (if there is a will) or a Grant of Letters of Administration (if there is no will). If you are not the next of kin (or you are unable to provide evidence thereof), you will need to provide us these documents (Grant of Probate and/or Grant of Letters of Administration) regardless of the balance on the account.

If you hold a joint savings account, the balance of the account will be credited to the surviving joint account holder(s), however we would still require and original of certified copy of Death Certificate.

Please contact us by phone/email or visit our branch for further details.

# 4. Changes we can make to this agreement

This agreement is valid throughout the time you have an account with us. However, sometimes there will be a need to make changes to the agreement. For some of the changes, we will inform you in advance but we don't always need to do this.

#### 4.1. Changes we can make that we need to advise you of

There are situations where we need to make changes in our terms and we need to inform you in advance:

- we know of a change in the law, regulation, decisions of the Financial Ombudsman, a regulator or court that will affect our business;
- we are making changes to the technology we use;
- we are updating our services, discontinuing a service, or introducing a new service that requires
  us to update this terms of this agreement, such as charges, interest rates, and services fees /
  costs;
- we're moving you from one type of account to another, for example, if it isn't suitable for you or you're no longer eligible for an account or we're withdrawing an account.

• Changing the agreement to be in line with latest banking regulations

We would normally send a notice 30 days in advance if we're going to make a change to this agreement. If you don't tell us in writing that you want to close your account before that change takes place, then we'll assume you've accepted the change and it will take effect automatically at the end of the notice period. If you tell us that you don't want to accept the change, you can close your account without any termination charges.

#### 4.2. Changes we can make that we don't need to advise you of

These are the changes that we can make which you probably expect because of the nature of the product or service, or it is favourable to you thus we don't need to tell you in advance:

- we make a change that is in your favour such as a reduction in your charges, or introduce a new service or feature from which you can benefit;
- we make changes on your interest rate that is based on a reference rate that we don't have any control over;
- the BPI Europe exchange rate which is available in our branch, when you call us, or you use our BPI Europe Expressonline facility;
- we make a change because of a new laws or regulations which we need to implement on a particular date and there isn't enough time to give you notice.

# 5. Closing your account, discontinuing a service or ending this agreement

You can close your account, discontinue a service or end this agreement anytime. Below are the ways.

#### 5.1. When you can close your account, discontinue a service or end this agreement

You can close your account, discontinue a service or end this agreement without charges, by writing to us, and we will repay any existing credit balances on your account at the date of closure, provided that:

- you inform us by giving at least 10 banking days' notice to clear cheques paid in, or in case of a cash withdrawal and the amount is in excess of £1,000;
- you destroy all cheques issued to you;
- you repay any money you owe to us including other payment instructions you have made and any charges or interest incurred.

When you stop banking with us, your account benefits end and you won't be able to use your account or any services linked to it such as the BPI Expressonline and international payments. When you close your account, your access to your BPI Europe STAR account in BPI Express Online banking facility, including transfers to enrolled own/third party accounts, is automatically terminated.

You may instruct us to transfer your credit balance to another bank via Bacs or Chaps (subject to clearing and applicable charges) or we can write you a cheque subject to an administration charge. See bpieuropeplc.com for details.

#### 5.2. When can we close your account, discontinue a service or end this agreement

We can close your account, discontinue a service or end this agreement either with or without prior notice.

- 5.2.1. Immediately and without notice if you:
  - seriously or persistently breach this agreement;
  - put us in a position where we might violate a law, regulation, code, court order or other duty, requirement or obligation or we, or BPI and its subsidiaries may be exposed to action or censure from any government, regulator or law enforcement agency both in the UK and in other countries;
  - give us any false information at any time;
  - inappropriately allow someone else to use your account for purposes not covered by this agreement;
  - commit or attempt to commit fraud against us or another customer;
  - use or allow someone else to use your account illegally or for criminal activity including receiving proceeds of crime into your account;
  - behave in an improper manner, for example threatening or acting in an abusive manner to our staff;
  - a formal action is taken against you to initiate administration, insolvency or bankruptcy, or you take any action (including entering negotiations) with a view to a readjustment, rescheduling, forgiving or deferring any part of your debts;
  - weren't entitled to open your account or to the service, or no longer entitled to have the account or the service;
  - have not provided us with the required information that we have requested for us to comply with regulatory requirements.

#### 5.2.2. With notice

We may close an account, discontinue a service or end this agreement by giving you at least 30-day notice if you:

- are no longer eligible for an account or services;
- will be transferred to another account that is appropriate for you;
- have not made any transaction on your account other than transactions initiated by us for a period of 12 months and your account becomes dormant. The notice will explain why your account is being closed, what you need to do to keep your account open and what will happen to any money in the account and how you can claim it. In this case, we will transfer any remaining money in the account to a secure central account. To claim the remaining money, you may contact us through any of the following methods:
  - 26a/27a Earl's Court Gardens, Earl's Court, London, United Kingdom SW5 0SZ
  - +44-0207-8350088
  - bpinoy@bpieuropeplc.com / www.bpieuropeplc.com

### 6. Other Important Items

#### 6.1. Transferring this agreement

We can transfer all our rights and/or obligations under this agreement and in relation to your account(s) to someone else we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits and provide other banking services. The transfer won't reduce any of your rights in relation to your account.

However, you cannot transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.

#### 6.2. When we aren't responsible for things that go wrong

There are times that we are prevented from, hindered or delayed in performing our obligations under this agreement for:

- any legal or regulatory requirements; or
- abnormal and unforeseeable reasons beyond our control such as strikes, act of God, war, riots, or system failure.

We endeavour to deliver / perform our obligations when circumstances return to normal.

#### 6.3. Set-off

We may set off any money you have in one of your accounts (except for trust, client or joint accounts), against any money you owe us which is due for payment. We will only do this with accounts in your name such as with accounts you have in a fixed term deposit account and if those deposits are not in the same currency as the amount owed we will convert this to the currency of the amount owed using our BPI Europe exchange rate.

# 7. Other Information and how we are regulated

This section sets out important information about us and how we are regulated. This does not however form part of your agreement with us.

#### 7.1. How we are regulated

7.2.1. We are a wholly owned subsidiary of the Bank of the Philippine Islands.

- 7.2.2. We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under Registration number 05888535.
- 7.2.3. We are a member of the Financial Services Compensation Scheme (FSCS), and eligible deposits with us are protected by the FSCS up to £85,000.00. For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please contact us, visit the FSCS website www.fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

#### 7.2. Help and Information

7.2.4. For a copy of this agreement, please contact us at:

26A & 27A Earl's Court Gardens London SW5 0SZ Telephone no. – 02078350088

> Business Hours: Monday to Friday 9:30am to 4:30 pm

Alternatively, you may visit our website: www.bpieuropeplc.com

#### 7.2.5. Complaints

We want to hear from you if you feel unhappy or experience a problem with our service. We will resolve it as quickly and efficiently as possible and would strive to make the best happen.

Please tell any of our staff in the branch, in writing, by email or by telephone. Our email address is <u>bpinoy@bpieuropeplc.com</u> or <u>complaints@bpieuropeplc.com</u>.

If you still remain dissatisfied, you can refer the matter to the Financial Ombudsman Service (FOS) at: Exchange Tower, London E14 9SR (tel: 0800 023 4567) www.financial-ombudsman.org.uk Email: Complaint.info@financial-ombudsman.org.uk

#### 7.3. Jurisdiction

These Terms and Conditions will be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have jurisdiction to hear any disputes in relation to these Terms and Conditions.