

# Supplemental Conditions for Fixed Term Deposit Account

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## 1. Introduction

1.1 These Supplemental Conditions are additional to, and form part of, our Private Banking Terms and Conditions (for Personal Accounts or Non-Personal Accounts, as applicable). If there is any conflict between these Supplemental Conditions and the Private Banking Terms and Conditions, these Supplemental Conditions will apply. Please read these Supplemental Conditions carefully and keep a copy for your records.

1.2 All definitions used in the Private Banking Terms and Conditions have the same meaning in these Supplemental Conditions and in addition:

**"Auto-Renewal"** means the automatic reinvestment of the balance of a Fixed Term Deposit at the Maturity Date by creation of a new Fixed Term Deposit comprised of either capital and interest, or capital only;

**"FTD Account"** means an EAB Fixed Term Deposit Account opened by you with us under these Supplemental Conditions. An FTD Account can be opened in sterling or another acceptable currency;

**"Confirmation"** means a document confirming the amount of a Fixed Term Deposit, the Fixed Term and the interest rate which will apply to that Fixed Term Deposit;

**"Fixed Term"/"Term"** means the term for which a particular amount is to be held at a fixed interest rate which is set out in a Confirmation;

**"Fixed Term Deposit"** means any deposit held at a particular rate for a Fixed Term on the FTD Account as set out in a Confirmation;

**"Maturity Date"** means the date on which a Fixed Term ends;

**"We", "us" "our"** means Europe Arab Bank plc with our registered office at 13-15 Moorgate, London, EC2R 6AD; and

**"You", "your"** means the Account Holder(s) who open the FTD Account.

## 2. Opening the FTD Account

2.1 To open the FTD Account, you must be 18 years of age and you must complete and sign an account application. The minimum amount required to be deposited in an FTD Account on opening is £100,000 sterling or currency equivalent. We offer Fixed Term Deposits in a range of currencies. Please contact us or check our website for details.

2.2 There is no maximum limit to the amount of funds you can hold in an FTD Account. There is also no limit on the number of Fixed Term Deposits you can hold in an FTD Account.

2.3 When you open the FTD Account, you can opt for Auto-Renewal of either capital only, or capital plus interest, at the end of a Fixed Term. If you opt for Auto-Renewal and later change your mind, you must give us at least 3 Business Days' notice prior to the expiry of the relevant Fixed Term in order to prevent Auto-Renewal. You can do this by contacting your Relationship Manager.

2.4 You have a right to cancel the agreement to open a FTD Account without charge for a period of 14 days starting on whichever is the later of the day that you receive these Supplemental Conditions or the day that we open your FTD Account. You can do this by writing to us at Europe Arab Bank plc, 35 Park Lane, Mayfair, London W1K 1RB or by emailing your Relationship Manager. You also have the right to cancel and withdraw each Fixed Term Deposit for a period of 14 days from the date that the Fixed Term begins without any charge.

## 3. Operation of your FTD Account

3.1 If you have opted for Auto-Renewal, on the Maturity Date, unless you have given us notice in accordance with paragraph 2.3 above, we will automatically reinvest the capital, or the capital plus interest, as instructed by you, for a new Fixed Term which will be the same as the Term of your previous Fixed Term Deposit. The new interest rate will be determined on the Auto-Renewal date. We will send you a Confirmation at Auto-Renewal.

3.2 If you have not opted for Auto-Renewal, instructions on your Fixed Term Deposit must be received at least 3 Business Days before the end of the relevant Fixed Term. In the absence of clear instructions, the balance of any Fixed Term Deposit at the Maturity Date will be transferred to the Account that was used to fund the Fixed Term Deposit.

## 4. Withdrawals and Closing your FTD Account

4.1 The FTD Account is not a payment account and is not designed to be used for the execution of payment transactions.

- 4.2 You must give us 3 Business Days' prior notice if you wish to withdraw funds or close your FTD Account before the Maturity Date. An early withdrawal charge will apply.
- 4.3 The early withdrawal charge consists of a funding cost which is based on the value of the deposit, subject to a minimum charge set out in our Scale of Charges. We will advise you of this charge at the time. The early withdrawal charge may result in you not achieving the interest rate that would otherwise have been paid.
- 4.4 We may exercise our right of set off by reducing your fixed term deposit before the Maturity Date. See the Private Banking Terms and Conditions for more information about our right of set off.
- 4.5 In the event of the death of an Account holder, the FTD Account may be closed without charge.

## 5. Interest

- 5.1 The rates we offer for Fixed Term Deposits at any one time vary based on a number of factors including money markets rates (for example LIBOR or EURIBOR); and the currency, amount and Term of the deposit. Fixed Term Deposits can be made in US dollars, sterling, Euros and Swiss francs. Other currencies may be available on request. You can contact us at any time to request details of our current rates.
- 5.2 The interest rate which applies to a Fixed Term Deposit will be fixed for the relevant Term and will be set out in your Confirmation. The interest rate stated in the Confirmation is a gross annual interest rate, without reference to any deduction or withholding we may be obliged to make by law. Interest will be paid directly into the Account from which you funded the Fixed Term Deposit.
- 5.3 Interest accrues on a daily basis at the applicable rate and is paid on the Maturity Date.
- 5.4 If you opt for Auto-Renewal, we will re-set the interest rate applicable to the new Fixed Term Deposit by reference to our current rates at the date of Auto-Renewal and we will tell you what it is. You will have the right to cancel and withdraw the new Fixed Term Deposit for a period of 14 days from the date that the new Fixed Term begins without any charge.

## 6. General

- 6.1 Other taxes or costs may exist that are not paid via us or imposed by us. If the total amount of interest you receive exceeds any personal savings allowance to which you are entitled, you may have to pay tax at the applicable rate. It is your responsibility to ensure that this tax is paid. This would need to be paid directly to HM Revenue & Customs (HMRC).
- 6.2 These Supplemental Conditions are governed by the laws of England and Wales. They are in English and we will communicate with you in English.
- 6.3 We may make changes to these Supplemental Conditions at any time in accordance with the Private Banking Terms and Conditions.

## 7. Our Regulators

- 7.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Not all of our products and services are regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## 8. Complaints

- 8.1 All complaints should in the first instance be made in writing to EAB Private Banking at Europe Arab Bank plc, 35 Park Lane, Mayfair, London W1K 1RB. A full investigation will then be undertaken, with our findings notified in writing to you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at the following address:

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

## 9. Compensation Scheme Membership

- 9.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including individuals and small businesses - are covered by the Scheme.
- 9.2 In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each, making a total of £170,000. The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.