

## E-CASH MONEY REMITTANCE SERVICE TERMS & CONDITIONS

### 1. INTRODUCTION

- 1.1 The Terms and Conditions set out herein apply to all E-Cash Remittances executed by us. These Terms & Conditions may be amended from time to time.

### 2. ELIGIBILITY

- 2.1 In order to use our E-Cash Money Remittance Service, you must be **18 years of age or over** and a **UK resident**.
- 2.2 You **must not** be an Account Holder with Bank of Ceylon (UK) Ltd.
- 2.3 The E-Cash Remittance Service is only available to **INDIVIDUALS ONLY**.  
(Not available to Companies, Clubs, Associations etc).

### 3. REGISTRATION

- 3.1 You must register by completing the Registration form in order to use our Service.
- 3.2 If you intend to use our service in future to remit money to an individual who differs from the named beneficiary on the Registration Form, please fill out the 'Additional Beneficiaries' Form when registering, as the Bank will only permit Remittances to Beneficiaries who are declared at Registration.
- 3.3 This can be done at our Offices or alternatively, you may visit the E-Cash section of our website and complete the registration form online.
- 3.4 **Certified copies** of your valid Passport/ID and proof of your UK permanent residential address (issued within the last 3 months) must be submitted to us. These documents must be certified by a Professional (Solicitor, GP, Accountant...) unless originals are presented to a Bank of Ceylon (UK) Ltd Officer. They must clearly display their professional stamp, name, date of certification and signed accordingly.
- Please do not send us original Passport/ID, utilities through the post.**
- 3.5 Once you have submitted these documents, we will carry out checks using credit reference agencies and any other enquiries in accordance with our internal procedures.
- 3.6 We may in our sole discretion refuse to proceed with your Registration.
- 3.7 If your Registration is successful, we will advise you in writing of your **E-Cash RemitterID**.

## 4. METHODS OF PAYMENT TO US

- 4.1 Once you have been successfully registered, there are 3 ways you can forward funds to us for your E-Cash Remittance.
- 4.1.1 Cash will only be accepted for amounts up to and including **£700** (Exclusive of any fees applicable) and can be deposited at our Offices only.
- 4.1.2 Bank-to-Bank transfer for any amount.
- 4.1.2.1 Transfer money from your bank to our collection account with HSBC:
- |                           |                                |
|---------------------------|--------------------------------|
| <b>Account Name:</b>      | <b>Bank of Ceylon (UK) Ltd</b> |
| <b>Sort Code:</b>         | <b>40-50-56</b>                |
| <b>Account Number:</b>    | <b>01327542</b>                |
| <b>Payment Reference:</b> | <b>Your Remitter ID Number</b> |
- 4.1.3 Cheque issued in favour of **Bank of Ceylon (UK) Ltd** for any amount.  
You can send a cheque by post or visit our Offices at:  
**Bank of Ceylon (UK) Ltd, E-Cash Department, 1 Devonshire Square, London EC2M 4WD**
- 4.2 If you are remitting **£3,000 or above**, please contact the Bank's ECASH Department at **0203 195 5192** for further guidance, as supporting documents may be needed prior to us processing your remittance.
- 4.2 Funds **MUST** originate from a UK Bank account to which you are party to (Third party payments strictly NOT allowed).
- 4.3 Funds must **NOT** be forwarded to us prior to registration.
- 4.5 If "3.2" &/or "3.3" have not been met, funds will be returned immediately.

## 5. EXECUTION OF REMITTANCES

- 5.1 Whenever you wish to make a payment, you may send an email to "[ecash@bankofceylon.co.uk](mailto:ecash@bankofceylon.co.uk)", quoting your E-Cash Remitter ID number and the following:
- Amount of the swift funds to be remitted to our HSBC account.
  - Beneficiary Account Name
  - Beneficiary Account Number
  - Beneficiary Bank & Branch
  - Purpose of Remittance
  - Source of Funds
  - Relationship with Beneficiary
  - Mobile/Home telephone number in case of enquiry requirement
- 5.2 This required information may also be provided to us by visiting our offices or sending a letter by post. However, this may delay the processing of the remittance.
- 5.3 As part of our internal procedures, for each remittance, we will carry out checks on you and the beneficiary and we may also request you to submit documents that support your remittance request.

- 5.4** For remittances equal to or more than £3,000, a “**Declaration Form**” must be fully completed by you, submitted to us and the ECASH department should be contacted as per **clause 4.2**, before we can process your remittance.  
The Declaration Form is available on our website in the E-Cash section or at our offices.
- 5.5** We may, in our sole discretion, refuse any remittance or limit the amount of the remittance if we believe that:
- 5.5.1** By carrying out the remittance we might be breaking a law, regulation, code or other duty and responsibility that applies to us.
  - 5.5.2** By carrying out the remittance it may expose us to action from a government or regulator.
  - 5.5.3** It may be linked with fraudulent or illegal activity.
  - 5.5.4** You are in breach of these terms and conditions. Unless the law prevents us, we will inform you the reasons for our refusal and how you can rectify any errors.
  - 5.5.5** We are unable to obtain satisfactory evidence of your identity.
  - 5.5.6** We have reason to believe that the details provided by you are incomplete, incorrect, unauthorised or forged.
  - 5.5.7** We fail to obtain payment (i.e. the amount to be remitted plus the applicable fees/charges) for the transaction from a UK Bank account that you are party to.  
**We will not accept 3<sup>rd</sup> party payments.**
- 5.6** You confirm that you shall not hold us liable in any way whatsoever for any loss or damage, direct or indirect, howsoever arising from our refusal to act upon any particular scanned/e-mail instructions.
- 5.7** If we have no reason to refuse to process your remittance, we will do so, once we have carried out all our checks and are in receipt of cleared funds by our cut-off times that are listed below.  
If we receive cleared funds after the cut-off time, your remittance will be processed the following working day, **subject to us carrying out all our checks.**

REMITTANCE TYPE	CUT OFF TIME	VALUE DATE
TO ANY ACCOUNT WITH: BANK OF CEYLON, SRI LANKA	3 PM (UK TIME)	NEXT WORKING DAY
TO ANY ACCOUNT WITH: ANY OTHER BANK IN SRI LANKA		UP TO 3 WORKING DAYS

- 5.8** **If funds have been transferred to us but insufficient information has been provided to us within 2 working days, the funds will be returned to you.**

## 6. EXCHANGE RATE

- 6.1 The exchange rate quoted by us through any means (including but not limited to telephone, email, website etc) is an indicative rate only and is subject to change as per market fluctuations.
- 6.2 As relevant checks may need to be carried out before the remittance can be processed, the exchange rate that may apply to a remittance will be the prevailing **rate at the time of processing**. Bank of Ceylon (UK) Ltd holds no responsibility for any losses incurred due to a fluctuation in exchange rates.

## 7. REMITTANCE FEES

- 7.1 Remittance fees are displayed at our counters and also can be found on our website. They apply each time you make a remittance and are deducted from the amount that we receive from you.
- 7.2 We have the right to review our Remittance Fees from time to time.
- 7.3 Our Remittance Fees are listed below:

REMITTANCE AMOUNT (ROUNDED UP TO)	REMITTANCE FEE
UP TO £500	£5
£501 - £1,000	£7.50
£1,001 - £5,000	£10
£5,001 - £10,000	£15
£10,001 - £20,000	£20
£20,000+	0.1% OF THE VALUE (MAXIMUM £50)
<b>OTHER CHARGES – CHEQUE CLEARING CHARGES £1.50/CHEQUE (PER ITEM)</b>	

## 8. REFUNDS

- 8.1 We do not accept any responsibility for any loss or damage caused by the cancellation of a payment by you, delays, interruptions, misinterpretations, errors in transmission or payments which are abnormal and unforeseeable and outside our reasonable control.
- 8.2 If we fail to complete your remittance within a reasonable period (see Section 3), you will be entitled to a refund of the remittance fee unless we can show that there was a mistake in the recipient details provided to us by you.
- 8.3 In case of refunds, you must send a request in writing stating the reason including your registration number and the details of the money remittance.

## **9. CANCELLATIONS**

- 9.1** We can only cancel your instructions if we have not acted upon those instructions.

## **10. COMMUNICATING WITH CUSTOMERS**

- 10.1** We may communicate with you electronically (for example by e-mail) unless we are required by law or regulatory requirements to communicate in another way.
- 10.2** You agree to promptly update your records if your e-mail address or other contact information changes or if your email account has been compromised.
- 10.3** You hereby agree and undertake to indemnify us and hold us harmless against any and all loss, damage, claims, actions, proceedings, costs and expenses (including legal fees and expenses) which we may sustain, suffer or incur (including without prejudice to the generality of the foregoing any sums we may be obliged to pay to a third party) as a result of, or pursuant to the use of the said arrangements for the issuing of scanned/e-mail instructions, howsoever arising or caused, whether the same shall have been caused by omissions, errors, mis-statements, fraud and/or instructions from unauthorised individuals and notwithstanding any fault or negligence on the part of the Bank or any member of its staff.
- 10.4** You further agree that we shall not be liable for any loss, damage, interruption, delay or non-performance of your instructions arising from (but not limited to) the following; fire, storm, flood or acts of God, labour disputes, explosion, riot, war, or any intervention by government.

## **11. YOUR PERSONAL INFORMATION**

- 11.1** Personal details that you provide to us when you Register with our E-Cash Money Remittance Service will be held by us in accordance with the provisions of the Data Protection Act 1998.
- 11.2** We will treat all your personal information as private and confidential (even when you are no longer using this service).
- 11.3** We will retain information about you after you no longer use this service, if the banking relationship has terminated, or if your Registration is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 11.4** Apart from as described in these terms and conditions, nothing about your relationship with us or your name and address will be disclosed to anyone other than in accordance with the terms set out below:
- 11.4.1** Where we (or any third party acting on our behalf) are legally compelled to do so.
- 11.4.2** Where there is a duty to the public to disclose.
- 11.4.3** Where our interests require disclosure.
- 11.4.4** Where disclosure is made at your request or with your consent.

- 11.5** You have a right to access the personal information held about you. Details of your rights can be found on the website of the Information Commissioner at [www.ico.gov.uk](http://www.ico.gov.uk).
- 11.6** Please contact us (see details below) if you wish to access your information. If you ask us, we will tell you what information we hold about you and will provide you with a copy, although please note that we have the right to charge a fee for such access.

Bank of Ceylon (UK) Ltd,  
1 Devonshire Square,  
London, EC2M 4WD  
Tel: 0207 377 1888 Fax: 0207 377 5430  
Email address: [info@bankofceylon.co.uk](mailto:info@bankofceylon.co.uk)  
Website: [www.bankofceylon.co.uk](http://www.bankofceylon.co.uk)

- 11.7** You agree to let us know if you think that any information held about you is inaccurate, so that we may have the opportunity to correct it.
- 11.8** We may use your information in circumstances where we do not directly identify you i.e to produce statistics and to carry out research about fraud and our products, and to test our systems.
- 11.9** You agree that we may contact you as part of administering your Registration.
- 11.10** We may share your personal information with:
- 11.10.1** Credit Reference Agencies.
  - 11.10.2** Persons acting as our Agents who have agreed to keep your personal information strictly confidential.
- 11.11** We will not use your information for any other purpose other than as outlined in these terms and conditions.

## **12. COMPLAINTS**

### **12.1 OUR COMMITMENT TO YOU**

We take pride in providing our customers with excellent service and the best products. Whilst we are committed to dealing professionally and personally with customers at all times, sometimes things go wrong, including when customers feel we have not lived up to their expectations.

If this happens we want to know about your dissatisfaction so that we can put it right. We have established procedures to help us ensure that any complaints we receive are dealt with quickly and fairly.

### **12.2 OUR AIMS WHEN WE RECEIVE A COMPLAINT**

We aim to ensure that:

**12.2.1** Your complaint receives a full and fair investigation and is dealt with by someone with appropriate knowledge and authority.

**12.2.2** We sort out your complaint quickly in accordance with strict timescales (In line with our complaints procedure).

**12.2.3** We apologise when things go wrong and make sure that we put them right.

### **12.3 HOW DO I MAKE A COMPLAINT?**

**12.3.1** In person: Visit our London office and speak to one of our staff.

**12.3.2** By Telephone: Using 0207 377 1888.

**12.3.3** In writing to:  
Complaints Officer,  
Bank of Ceylon (UK) Ltd,  
1 Devonshire Square,  
London, EC2M 4WD

**12.3.4** E-mail us: [info@bankofceylon.co.uk](mailto:info@bankofceylon.co.uk)

Please quote your name and address, your E-Cash Remitters ID and a daytime telephone number at which you can be contacted.

### **12.4 HOW WE WILL DEAL WITH YOUR COMPLAINT**

**12.4.1** We will acknowledge your complaint (and will aim to resolve it) within 3 working days from the day we receive the complaint. If we have not been able to resolve the complaint within 3 working days, we will let you know when we will get back to you with a conclusive response following our investigations.

**12.4.2** Within 4 weeks we will write to you informing you of either the result of our investigations or let you know what stage our investigations have reached.

**12.4.3** Within a further 4 weeks (eight weeks after first receiving your complaint) we will send you our final written response with our explanations and any offer of redress.

## **12.5** HOW TO TAKE MATTERS FURTHER IF YOU'RE STILL NOT SATISFIED

**12.5.1** If you feel that the complaint has still not been resolved to your satisfaction, then you may contact the Financial Ombudsman Service (FOS) within 6 months from the date of our final response.

**12.5.2** The FOS exists to mediate in disputes between customers and financial services companies and the service is free to consumers.

**12.5.3** You can contact the FOS at:  
Financial Ombudsman Service,  
South Quay Plaza,  
Exchange Tower  
London, E14 9SR  
Phone: 0800 0234567,  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **13. GENERAL INFORMATION**

**13.1** This agreement constitutes the entire agreement between you and us regarding the use of E-Cash Money Remittance Service.

**13.2** English law applies to this agreement and to our dealings with you. English courts have jurisdiction over any disputes resulting from or in connection with these Terms & Conditions.