## Application for Payment Orders (Outwards)

## **FIMBANK**

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Tel: (+356) 21 322100 SWIFT: FIMBMTM3 E-mail: payments@fimbank.com

Please complete in BLOCK CA	PITALS	
Please remit through your correspondents	by S.W.I.F.T. the sum of:	
*Currency:	*Amount:	SPOT value /SEPA (default) Next day value Same day value
*Amount in words:		
*Name/s of Beneficiary/ies:		
Address of Beneficiary/ies:		
*Beneficiary account number or IBAN:		
*Beneficiary Bank details or BIC:		
*Details of payment (Mandatory field):		
Special instructions (if any):		
*Account Name:		
Account Address:		
FIM Bank charges are for:  Foreign bank charges are for:	My/our account Beneficiary's account Beneficiary's account charges for Applicant and Foreign Bank charges for Beneficiary.	
Signature/s of Applicant/s * Mandatory field		Date

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## Conditions for Payment Order:

- 1. In the absence of any specific instructions to the contrary, the Payment Order will be effected in the currency of the applicant's account being debited for the payment.
- 2. Unless otherwise instructed, all Charges incurred outside Malta are for the account of the Beneficiary.
- 3. Should payment fail to be processed because of insufficient funds in the applicants account payment will be kept on hold up to a maximum of 10 business days. Should the applicant fail to deposit sufficient funds in his account during the same 10 day period the payment will be treated as null and void
- 4. The Bank reserves the right to draw this Payment Order on a different Bank from that specified by the Applicant where operational circumstances so require.
- 5. All Payment Orders will be dispatched entirely at the Applicant's own risk.
- 6. Where the Bank is unable to provide a firm exchange rate quotation the Bank shall effect the remittance on the basis of a provisional exchange rate, which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Applicant's account.
- 7. The Applicant has the discretion to send the Payment Order either by ordinary text or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received unless such error is due to its wilful negligence or gross misconduct.
- 8. Payment order instructions received before 15.30hrs will be processed that same working day, with value spot unless otherwise instructed. Any payment instructions received after 15.30hrs will be processed on the following working day. Same day value payments designated in EUR, USD or GBP can be applied at an extra cost set out in the Banks' 'Standard Tariff of Charges'. Payments in currencies other than EUR, USD or GBP will be processed on the same day, however same day value, if available, would depend on the geographic time zone of the destination.
  - Consequently, if a payment order instruction is received after 15.30hrs, this will be processed as though received on the following working day. If a payment order instruction is received on a day that is not a working day, it will be processed as though received on the next working day.
- 9. As may be required in line with regulatory obligations when transmitting funds overseas, the Bank may be required to include and disclose further details in relations to the payment and applicant.
- 10. In the case of Payment Orders which are to be routed via the USA for credit to a beneficiary's account inside or outside the USA, customers are warned that funds may become attached under prevailing US sanctions. Remission of funds will therefore be made on customers' sole responsibility.
- 11. The Bank reserves the right to debit customers' accounts with any penalty fee claimed by foreign banks due to non-STP (Straight Through Processing) for Payment Orders lacking the required data or incorrect format of the IBAN / SWIFT Codes / Clearing Bank Codes, etc.
- 12. The Bank is obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf via the Bank's systems and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.
- 13. Personal data in relation to transactions effected via SWIFT may be required to be disclosed to the United States authorities in order to comply with legal requirements applicable in the United States for the prevention of crime.
- 14. The Bank will not be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank in performing any of its duties or other obligations caused in whole or in part by any steps taken pursuant to clauses 12 and 13 above. This process may cause a delay in processing certain information and therefore the Bank does not warrant that any information on the Bank's systems relating to any payment messages and communications which are subject to any action taken pursuant to clauses 12 and 13 above is accurate, current and up-to-date at the time it is accessed whilst such action being taken. The Bank will, however, attempt to notify you of the fact that such action is being taken/the existence of such circumstances as soon as is reasonably practicable (subject to any overriding confidentiality requirements).
- 15. The adoption of the procedures pursuant to clauses 12 and 13 above shall not be construed to imply any warranty whatsoever on the Bank's part towards its customers. In this respect, the Bank shall not be liable for any losses or damages suffered by customers on account of any Payment Order. It is prudent commercial practice for customers to make their own investigations beforehand in this respect.
- 16. The Bank may confirm the authenticity of your instructions through return telephone calls made on a random selection basis. This is a free service designed to enhance the security systems currently in place and to protect the best interests of our Customers. The payment instructions received from you by email, may be verified at the Bank's discretion by a return telephone call made by a Bank employee to a telephone number we currently hold on our records for you. During the call, we verify your identity (or that of your agent) and confirm you have instructed the payment. Please note we will not call you back on any new number provided with the payment request. If we are unable to contact you by telephone to verify the instructions the payment may be delayed or not made. In the event that the account is operated by multiple signatories the bank reserves the right to contact either one to verify the instructions.