

Edgar Filing: FLEETBOSTON FINANCIAL CORP - Form 424B3

FLEETBOSTON FINANCIAL CORP
 Form 424B3
 November 19, 2002

[LOGO]

Rule 424(b) (3)
 File No.: 333-72912

PRICING SUPPLEMENT NO. 13 DATED NOVEMBER 15, 2002
 (To Prospectus Supplement dated November 27, 2001 and Prospectus dated
 November 21, 2001)

FLEETBOSTON FINANCIAL CORPORATION
 SENIOR MEDIUM-TERM NOTES, SERIES T (The "Senior Notes") and
 SUBORDINATED MEDIUM-TERM NOTES, SERIES U (The "Subordinated Notes")
 DUE 9 MONTHS OR MORE FROM DATE OF ISSUE
 FIXED RATE NOTE

Series T (Senior) [X]

Series U (Subordinated)

Principal Amount:	\$110,000,000	CUSIP Number: 33900QBD5
Price to Public:	100%	Original Issue Discount (OID) Note: ----- Total Amount of OID:
Price to Issuer (as % of Principal):	99.700%	Yield to Maturity:
Net Proceeds to Issuer:	\$109,670,000	Initial Accrual Period OID:
Trade Date:	November 15, 2002	IF OTHER THAN USD: ----- Specified Currency:
Issue Date:	November 20, 2002	Authorized Denominations: Option to Receive Payments in Specif Currency:
Maturity Date:	November 30, 2007	Place of Payment:
Interest Rate:	4.391% per annum	
Interest Rate Calculation Method:	30/360	
Interest Payment Dates:	Semiannually on May 30th and November 30th, commencing May If any interest payment date or the maturity date falls on business day, the related payment of principal or interest business day (without any interest or other payment in resp	
Regular Record Dates:	The date 15 calendar days immediately preceding the particu	
Placement Agent(s):	Banc of America Securities LLC, J.P. Morgan Securities Inc. HSBC Securities (USA) Inc. and Wachovia Securities, Inc.	
	Placement Agents' Capacity:	[] as Principal
Delivery:	DTC	
Redemption:	[] The Notes cannot be redeemed prior to maturity. [X] The Notes can be redeemed prior to maturity. Initial Redemption Date: See "Additional Terms" belo	

Edgar Filing: FLEETBOSTON FINANCIAL CORP - Form 424B3

registration statements and prospectuses relating to the pass-through certificates or any such securities. Our responsibilities, liabilities and obligations as an issuer are limited solely to the information contained or specifically incorporated by reference in this pricing supplement and the accompanying prospectus supplement and prospectus and to our obligations under the Notes and the associated indenture.

We have the right to redeem the Notes, in whole or in part at any time and from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest on such Notes (exclusive of interest accrued to the redemption date) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 0.20%, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to such redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Reference Treasury Dealer as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"Comparable Treasury Price" means, with respect to any redemption date for Notes, the Reference Treasury Dealer Quotation for such redemption date.

"Reference Treasury Dealer" means a primary U.S. Government securities dealer in New York City appointed by us.

"Reference Treasury Dealer Quotation" means, with respect to the Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

2

We will provide not less than 30 nor more than 60 days' notice mailed to each registered holder of the Notes to be redeemed. If the redemption notice is given and funds deposited as required, then interest will cease to accrue on and after the redemption date on the Notes or portions of such Notes called for redemption. In the event that any redemption date is not a business day, we will pay the redemption price on the next business day without any interest or other payment due to the delay.

3