

## Saving Accounts Terms and Conditions for Personal Customers

These terms and conditions together with all other terms and conditions referred in these terms and conditions govern the binding legal relationship which is created between you (the person referred to as such below) and us, PCF Bank Limited. PCF Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FRN number 747017. The Bank is registered in England and Wales, registration number 02794633 and is wholly owned by PCF Group plc, a company registered in England and Wales, registration number 02863246 and listed on the Alternative Investment Market. Certain subsidiaries of the Bank are authorised and regulated by the Financial Conduct Authority for consumer credit activities. Registered offices are at Pinners Hall, 105-108 Old Broad Street, London EC2N 1ER [which is also the address you should use if you wish to write to us].

Please note that the terms and conditions that will apply will vary according to the type of account you have with us.

### SECTION A - GENERAL TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS

#### 1. General

##### 1.1. In these terms and conditions:

- a) References to the singular include references to the plural and vice versa.
- b) Where it refers to one gender we include reference to the other gender.
- c) Where it says 'you', 'your' or 'yours' these expressions mean the person named in the Application as the Account Holder and if there is more than one Account Holder these expressions refer to each Account Holder individually and jointly. These expressions also refer to anyone who validly takes over your legal rights and responsibilities (which may include a requirement that we consent to this) in circumstances such as if you die.
- d) Where it says 'we', 'our', 'us' or 'Bank' it means PCF Bank Limited or anyone who validly takes over our legal rights and responsibilities in relation to the Agreement.
- e) You may ask for a copy of these terms and conditions at any time.

##### 1.2 Definitions

**Account:** your Term Deposit and /or Notice Account provided by us to you.

**Account Holder:** the person(s) named in the Application.

**Additional Terms and Conditions:** means the additional terms and conditions set out in sections B and C that apply to your Term Deposit (set out in section B), Notice Account (set out in section C). The terms and conditions that will apply will vary according to the type of account you have.

**Agreement:** the terms and conditions under which we operate Account(s) for you and form the legal relationship between you and us which comprise in these terms and conditions the General Terms and Conditions for Savings Accounts (Section A), the Additional Terms and Conditions (Sections B and C), the Online Banking and Telephone Banking Terms and Conditions (Section D) and the Key Features Document and your Application, and all as may be varied or amended from time to time. The terms and conditions which apply to you will depend on the particular Account(s) you hold with us.

**Applicable Law:** means any law or regulation or regulatory requirement or rule that applies to the opening and operation of an Account and the provision of our services including without limitation the rules and guidance contained in the handbooks of the Prudential Regulation Authority and the Financial Conduct Authority, the Payment Services Regulations 2009 and any law or regulation or regulatory requirement or rule relating to anti money laundering and counter terrorist financing.

**Application:** your application to open an Account, including the application form and any other information you provided to us when you asked us to open the Account.

**Authorised Signatories:** individuals authorised to operate an Account.

**Basic information about the protection of your eligible deposits:** the document setting out the level of cover you are entitled to under the FSCS that we give to you when you open your Account with us, and is otherwise available on request.

**Electronic Payment:** payments sent or received using BACS, CHAPS, Faster Payments or any other electronic payment channel.

**FSCS:** the Financial Services Compensation Scheme.

**General Terms and Conditions for Savings Accounts:** the terms and conditions that apply generally to you and us as set out in Section A.

**Joint Account:** your Account provided by PCF Bank Limited, which you hold jointly with another Account Holder.

**Key Features Document:** the document(s) setting out product conditions relevant to your Account, including the rate of interest applicable to your Account, how such interest is paid to your Account, any notice periods that apply to instructions you can give us, and any withdrawal limits that apply.

**Managed Variable Rate:** an interest rate which we can vary at our discretion.

**Mandate:** a document listing the Authorised Signatories to an Account and their signatures.

**Maturity Date:** the day on which your Term Deposit expires and on which we will repay your deposit and the interest you have earned.

**Maturity Instructions:** your Payment Instruction to us telling us what we should do with your money when your Term Deposit reaches its Maturity Date.

**Nominated Account:** a personal current account held by you, in your name, at another UK bank or building society which you can use to make payments to your Account and which we can use to make Electronic Payments from your Account.

**Notice Account:** an Account requiring a requisite period of notice to be given for you to make a withdrawal.

**Online Banking:** a service provided by us which allows you to operate your Account and give us instructions online in accordance with the Online Banking and Telephone Banking terms and Conditions, and is available for the types of account which can be applied for using the online application process set out on our Website, or as we may otherwise notify to you in writing from time to time.

**Online Banking and Telephone Banking Terms and Conditions:** means the additional terms and conditions set out in Section D that apply to your Online Banking and Telephone Banking.

**Payment Instruction:** your instruction to us to process a payment transaction on your behalf.

**Product Literature:** our Website, promotional leaflets, advertisements, letters, emails or any other medium we may use to provide you with information about our products and services.

**Personal Information:** any information which you provide to us, that we collect from third parties and that we collect about you as set out in more detail in our privacy policy.

**Security Information:** information, known only to you and any other security features associated with giving us Payment Instructions, which we will use to identify you when you give us instructions.

**Tax Year:** the period used for calculation of annual taxation liabilities, which currently runs from April 6 to April 5.

**Telephone Banking:** a service provided by us which allows you to operate your account and give us instructions by telephone in accordance with the Online Banking and Telephone Banking terms and Conditions.

**Term Deposit:** a fixed period, fixed amount, fixed interest rate Account.

**Website:** [www.pcf.bank](http://www.pcf.bank)

**Welcome Pack:** the pack we will send to you confirming that we have opened your Account, which will include at a minimum a copy of these terms and conditions and our complaints procedure.

**Working Day:** any Monday to Friday, excluding all UK public holidays.

1.3. The provisions of the Agreement will be governed and construed in accordance with the laws of England and you and we submit to the jurisdiction of the English Courts who will deal with any claim or dispute arising out of the Agreement.

#### 2. About Us and Our Accounts

2.1 We are PCF Bank Limited and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority

and the Prudential Regulation Authority (Financial Services Register number: 747017).

2.2 We are a company registered in England and Wales under company number 02794633. Our registered address is Pinners Hall, 105-108 Old Broad Street, London, EC2N 1ER.

2.3 We are a member of the FSCS and we subscribe to the Financial Ombudsman Service.

2.4 Our Accounts are restricted access accounts, that is accounts where you can't make day-to-day payments such as bill payment and where there are restrictions on withdrawals and making payments to persons other than you and as such we do not consider Our Accounts to be a Payment Account as described in the Payment Services Regulations 2009.

### 3. Opening an Account

3.1 Our Accounts are available to private individuals aged 18 or over (except where the Key Features Document says otherwise), who are permanently resident in the United Kingdom.

3.2 The Account Holder will be the person(s) named in the Application.

3.3 To open an Account you must complete an Application. You may open an Account online using Online Banking where this service is available.

3.4 We will open your Account as soon as reasonably possible after receiving your Application, provided that we have been able to satisfactorily complete our legal requirement to verify your identity and address (see clause 5).

3.5 Your account will be deemed opened by us once the Account has passed our verification process online.

3.6 In order to minimise your risk of exposure to fraud, we will present any cheque that you send us as soon as it is received (rather than hold the physical cheque until completion of the account-opening process) and hold the funds for you until we have opened your Account and deposited this amount into your Account. If your Application is not successful, or is withdrawn, before we open your Account we will (unless we are not allowed to by Applicable Law) return the funds by electronic remittance to the bank account on which your cheque was drawn (even where this is not the Nominated Account set out in your Application form).

3.7 In order to operate your Account you must also have a Nominated Account.

3.8 We can refuse to open an Account without providing you with a reason.

3.9 If you change any of your details after opening your Account, such as your name, address or contact details, you must tell us immediately. We may require documentary evidence of some changes.

### 4. Joint Accounts

4.1 You may apply for an Account jointly with another person, provided that they all meet our eligibility criteria set out in clause 3.1.

4.2 You should only apply for a Joint Account if you understand the commitments you are entering into. The Agreement applies to each of you separately as well as both of you together. The British Bankers' Association leaflet 'You and Your Joint Account' explains this further, and you can download it from our Website.

4.3 Where more than one of you opened the Account, we will accept instructions on the Account from any of you. To avoid duplication, we will send information about the Account to the first person named on our records only (unless there's a legal reason we have to send this to all of you). The person we contact is responsible for sharing the information we send with the rest of the Account Holders

4.4 An Account Holder may only be removed from a Joint Account with the written instruction of all other Account Holders.

4.5 If we receive conflicting instructions for a Joint Account, or we know or suspect that there is a dispute or conflict between Account Holders, we will not accept any further instructions or process any transactions until we are satisfied that the conflict or dispute no longer exists and we are

able to continue with the ordinary operation of the Account and we may also insist that all instructions are given jointly by all Account Holders.

### 5. Identification Requirements

5.1 We are required by Applicable Law to confirm and verify your identity. We will not open an Account until we have completed this to our satisfaction for every person named in the Application. You can find out more information about this on our Website.

5.2 We will usually attempt to verify your identity by carrying out an electronic search. By making an application for an Account, you consent and give us permission to carry out electronic searches with credit reference and other agencies to verify your identity. We will keep a record of any such search.

5.3 An electronic search may leave a soft footprint in your credit file which should not in itself affect your ability to obtain credit with other financial institutions.

5.4 If we cannot satisfy our requirement to confirm and verify your identity through electronic means then we will write to you and ask you to provide documentary evidence to confirm and verify your identity.

5.5 We may complete any other checks we need to undertake to comply with Applicable Law and good banking practice.

### 6. Contacting Each Other

6.1 You agree that we may contact you in writing, by telephone or by email, or other form of electronic message, including SMS, using the contact details provided in your Application or the most recent mobile, landline phone, email, home or other correspondence address we have for you. Once we've sent a communication to you we will assume you have received it and if you don't look out for things like emails or texts from us or if you don't tell us immediately about a change in your contact details you may not receive information that could be important. If we send information to you at the most recent postal address you have given us and it is returned to us as undelivered, we will stop using that address to send you information unless we are required by law to send you that information to your most recent postal address.

6.2 If you request we may inform you of any new offers or services through our Product Literature.

6.3 Unless you tell us that we must contact you in a particular way, we may contact you:

- a) using Online Banking;
- b) using Telephone Banking;
- c) by telephone on 0207 227 7577; or
- d) by email on [savings@pcf.bank](mailto:savings@pcf.bank).

6.4 The language of these terms and conditions is English. All communications that occur between us shall be in English.

6.5 We will generally only accept Payment Instructions, or other instructions to amend your Account by post, signed in accordance with the Mandate or issued in accordance with the Online Banking and Telephone Banking Terms and Conditions.

6.6 We do not recommend that you send us scanned copies of Instructions by email as this is a less secure method of delivering instructions to us. However, we may accept such instructions. In these cases, you agree to hold us harmless against any and all loss, damage, claims, actions, proceedings, costs and expenses which you may sustain as a result of our acting on such issuing Instructions. We will never accept an instruction contained in the body of an email.

6.7 We may respond to your queries by email or other electronic means and may communicate with you electronically on important matters relating to your Account but ask you to not provide Security Information by email.

6.8 We recommend you do not contact us using social media platforms and instant messaging systems as we may not receive the message.

6.9 We may send you marketing messages and information about other products we believe you may be interested in by email, but only in accordance with the marketing preferences you have indicated to us.

6.10 If we contact you, or you contact us by phone or using Telephone Banking, we will ask you some questions about your Security Information to confirm that you are the Account Holder. We will not be able to discuss your Account unless you satisfactorily answer these questions. We will not accept Payment Instructions, or any instructions to amend details relating to your Account, by email.

6.11 We may record and monitor telephone calls and electronic communications but we are not obliged to do this nor provide you with any such recordings or records monitoring.

6.12 You must keep your Security Information secret and secure at all times and take reasonable steps to prevent unauthorised use of them. You should never write or otherwise record your Security Information in a way that could be understood by someone else, or tell your Security Information to someone else.

6.13 You must tell us without undue delay of any unauthorised access to your account or if you are aware of the loss, theft or misappropriation of your Security Information.

## 7. Statements

7.1 Statements contain important information about your transactions and your eligibility under the FSCS. You should check them carefully and inform us immediately if you believe there is a mistake on your statement.

7.2 We will provide you with a statement of your Account. We may make this available in an electronic format or provide a paper statement. By opening an Account online, you are confirming to us that you are able to access electronic communications we send or make available to you and store these in a durable medium by example printing off.

## 8. Giving us Payment Instructions

8.1 You may give us Payment Instructions as provided for in clause 6 and in the Additional Terms and Conditions. You must take all reasonable steps to ensure your Security Information is kept safe and not compromised so that no one else is able to use these to gain access to your Account.

8.2 You must call us immediately on 0207 227 7577 if you become aware or suspect that any of your Security Information has been lost or stolen or misused or compromised or if you become aware or suspect that there has been any unauthorised Payment Instruction.

8.3 We may refuse any Payment Instruction if there are insufficient funds in your Account or where we have reasonable concerns relating to:

- a) the Payment Instruction being unclear or incomplete; or
- b) your Security Information having been lost or stolen or misused or compromised; or
- c) the Payment Instruction being unauthorised or we know or suspect fraud.

8.4 Where we refuse a Payment Instruction we will notify you of this and give you our reasons for doing so either before or immediately after we refuse the instruction, unless it would be unlawful for us to do so.

## 9. Payments into Your Account

9.1. We will only accept payments into your Account in UK pounds Sterling.

9.2 We will only accept payments into your Account made from your Nominated Account.

9.3 You may make payments into your Account by cheque or Electronic Payment but we will not accept payments into your Account in cash.

9.4 If you make a payment into your Account by cheque, we will usually present your cheque on the Working Day that we receive it. Under standard UK cheque clearing cycles, your cheque should clear within six Working Days but you will start to earn interest sooner than this (see clause 11). You can find out more information about cheque clearing cycles at [www.chequeandcredit.co.uk](http://www.chequeandcredit.co.uk). Unless it says otherwise in the Additional Terms and Conditions for your Account, your money will normally be available for withdrawal on the sixth Working Day after we present it unless we are prevented from permitting the withdrawal by Applicable Law or we know or suspect fraud

9.5 If you make a payment into your Account by Electronic Payment, we will apply it to your Account as cleared funds on the day we receive it, if

we receive it before 4pm. If we receive it after 4pm, we will apply it to your Account as cleared funds on the next Working Day. Unless it says otherwise in the Additional Terms and Conditions for your Account, your money will be available for withdrawal on the Working Day we apply it to your Account unless we are prevented from permitting the withdrawal by Applicable Law or we know or suspect fraud.

## 10. Payments out of Your Account

10.1. We will only make payments from your Account in UK pounds Sterling.

10.2 Unless it says otherwise in the Agreement we only make payments from your Account to your Nominated Account and by Electronic Payment. We will not in any circumstances make payments to third parties.

10.3 If you give us a Payment Instruction to make a payment from your Account, we will accept your Payment Instruction on the Working Day that we receive it, if we receive it before 1pm. If we receive it after 1pm, we will accept it on the next Working Day. Payments to another Account held with us or to a Nominated Account will be credited to your Account or to the payment servicer provider of your Nominated Account by the end of the Working Day, following the time of receipt of your Payment Instruction when the funds should then be available to you immediately. We can accept no responsibility in relation to the payment service provider of your Nominated Account.

10.4 If you close your nominated account and do not inform us, on the funds being returned to ourselves we will send a cheque to your address.

## 11. Interest

11.1 Interest is calculated daily on the balance on your Account at the interest rate set out in the Key Features Document for that Account.

11.2 If you make a payment into your Account by cheque, it will start to earn interest on the second Working Day after we present your cheque. It is possible that a cheque may not be honoured for payment ("bounce") up until the sixth Working Day after we present it. If this is the case, interest will not then be earned during this period. You can, however, be certain from the end of the sixth Working Day that the cheque will be paid and you will earn interest on that amount (unless you are a knowing participant to fraud).

11.3 If you make a payment into your Account by Electronic Payment, it will start to earn interest on the day we receive your payment, subject to the cut-off times referred to in clause 9.5.

11.4 Interest will be applied to your Nominated Account in accordance with the Additional Terms and Conditions and Key Features Document for that Account.

11.5 We can make changes to the interest rate applied to your Account as provided for in the Additional Terms and Conditions. You will be deemed to accept such changes unless you notify us otherwise. Unless the change is based on a reference rate or is more favourable to you, you will be permitted to terminate the Agreement before the change comes into effect without additional charge.

## 12. Closing Your Account

12.1 The Agreement will continue until you or we cancel or end it in accordance with its terms and conditions.

12.2 You may ask us to terminate the Agreement at any time by contacting us in accordance with clause 6. If you have more than one Account, asking us to terminate your Agreement will mean that we may close all of your Accounts with us. If you are required to provide us with advance notice to close an Account under the Additional Terms and Conditions relevant to that Account, the Agreement will remain in force in relation to that Account until the end of the relevant notice period, at which point your Account will close and the Agreement will terminate.

12.3 You may close your Account in accordance with the Additional Terms and Conditions by giving us an instruction in writing and signed in accordance with the Mandate to the address set out in clause 6.3 or by using Online Banking or Telephone Banking.

12.4 We may close your Account if you cease to be permanently resident in the United Kingdom or if we, acting reasonably consider that it has not been operated in a manner satisfactory to us or if we believe that you

have contravened any of these terms and conditions or if, after requesting any information and documents to update our records in order to comply with Applicable Law, such information and documents have not been received within a reasonable period of time.

12.5. If your Account becomes dormant because you have not used it for a certain period of time, then we may close your Account by giving you two months' written notice which will explain what this means. We participate in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act 2008 and you won't lose your right to any money in your Account under the scheme.

12.6 We will ordinarily give you two months' notice to close your Account and to end the Agreement, however in exceptional circumstances we may take action to close your Account immediately by giving you notice (unless we are not permitted to notify you). Such circumstances include, but are not limited to:

- a) repeated or material breach of the terms and conditions of the Agreement by you;
- b) where we reasonably suspect that you have given us false information at any time which may have an impact on the services we provide to you;
- c) where we reasonably suspect that your Account is being used for an unlawful purpose;
- d) where you behave in any abusive or threatening manner towards our staff;
- e) where we reasonably determine, you were not or are no longer eligible to hold your Account (for example because you are using a personal Account for purposes connected with a business);
- f) where we need to close your Account in order to comply with Applicable Law;
- g) where a petition for bankruptcy is presented against you or you enter into a voluntary arrangement or any other arrangement for the benefit of your creditors;
- h) where the Agreement is otherwise repudiated and cancelled or terminated; or
- i) where we reasonably believe that by maintaining your Account we may materially damage our reputation.

12.7 If we close your Account, we will send your money to your Nominated Account, less any charges, any other liabilities that may be due to us and any reasonable costs that we may have incurred in closing your Account.

12.8 In the event of the death of a sole Account Holder we will only accept instructions from the Account Holder's properly authorised representatives such as their executor and only after we have received supporting documentation satisfactory to us including the original death certificate.

12.9 You may not transfer your Account to any other party except in circumstances where it is a Joint Account and one of you dies, in which case the Account will pass to the surviving Account Holder subject to our receiving supporting documentation satisfactory to us including the original death certificate

### 13. Tax

13.1 We will not deduct tax from your interest where it is within your Personal Savings Allowance. If you receive interest which exceeds your Personal Savings Allowance, you may be liable to pay tax on such interest directly to HMRC. For more information, please visit [www.gov.uk](http://www.gov.uk).

13.2 If we reasonably believe you are subject to the tax requirements of another country and we may be under obligations under Applicable Law to disclose or report information about you and your Account to HMRC (who may in turn pass this on to tax authorities in other countries) or directly to the tax authorities in other countries. You agree to

- a) provide us, within 30 (thirty) days of our making a request to you with such personal information, declarations or certifications that we need to obtain from you to determine whether we are required to report to and provide documentation or information to HMRC or another tax authority. If you do not provide us with the information or documents requested we may close your account and/or if the Applicable Law require us to do so apply a withholding tax to amounts payable to you, including interest, we pay to you; and

- b) that we may report to and provide such documentation or information to HMRC and/or to any other tax authority that we are required to provide in order to comply with our obligations under Applicable Law and that we will not be liable to you for any loss you may suffer as a result.

13.3 You agree that you will inform us promptly in writing if at any time your circumstances change and you may be subject to the tax requirements of another country

### 14. Authorising Another Person to Operate Your Account

14.1 We may agree to your Account being operated in accordance with the instructions of another person where it is established to our satisfaction that:

- a) a Court Order has been made appointing someone else to manage your financial affairs where your Accounts are expressly stated to be included in the Order or it is reasonable for us to conclude this from the terms of the Court Order;
- b) a Lasting Power of Attorney or Enduring Power of Attorney which includes your Accounts has come into effect;

14.2 We may require documentation to satisfy our identification and verification requirements as set out in clause 5.

14.3 Where another person has been authorised to operate your account in accordance with clause 14.1, such authorisation will remain in force until we receive, and have had reasonable time to act upon, written notice of a valid termination of such authorisation from you or the person whose authorisation is being terminated. Until such notification has been received and we have had a reasonable time to act upon it we shall not be held liable for any use or misuse of the Account (or any associated information) by an individual who has previously been authorised.

14.4 Termination of any authorisation granted in accordance with clause 14.1 shall not release you from any liability incurred prior to the date on which we receive your written notice of termination and have had reasonable time to act upon it.

### 15. Data Protection

15.1.PCF Bank Limited is a data controller as defined in applicable data protection law.

15.2 All Personal Information you provide to us will be collected, processed and otherwise used in accordance with our privacy policy.

15.3 We will use your Personal Information to process your application, provide and administer your account, to keep our systems and records up to date, to prevent and detect fraud, money laundering and other crime, to meet our regulatory obligations, to carry out statistical analysis, to develop and improve our services to you and other customers and for any other purposes set out in our privacy policy.

15.4 We may also use your Personal Information to provide you with details about products and services that may be of relevance to you, but only in accordance with the marketing preferences you have indicated to us.

15.5 We reserve the right to share your Personal Information with third parties in accordance with our privacy policy, including for administrative purposes, fraud prevention and where we are required to do so by law.

15.6 You can ask for a copy of the Personal Information we hold about you, or exercise your other rights in respect of the Personal Information we hold about you, by contacting us. For more information about how we collect and use your Personal Information and about your rights in relation to your Personal Information, please see our privacy policy.

15.7 You can ask for a copy of the information we hold about you by making a data subject access request to us in writing.

15.8 For more information about how we collect and use your Personal Information and about your rights in relation to your Personal Information, please see our privacy policy.

### 16. Complaints and Redress

16.1 We aim to provide you with the best level of service possible. However, in the event that you are not satisfied with any aspect of the

service we have provided please contact us and we will do our best to resolve the situation. You can contact us by telephone on 0207 2277577 or by writing to us at PCF Bank Limited, Pinners Hall, 105-108 Old Broad Street, London, EC2N 1ER. A copy of our complaints procedure is included in the Welcome Pack and is available on our Website and on request.

16.2 If you remain unhappy with the steps we take to resolve your complaint, and once we have fully completed our complaints procedure, you may be able to ask the Financial Ombudsman Service to investigate it further. The eligibility criteria and the procedures involved are available from the Financial Ombudsman Service, Exchange Tower London E14 9SR.

16.3 We are a member of the FSCS. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Details of the level of cover you are entitled to can be found in your Basic information about the protection of your eligible deposits and on our Website.

#### 17. Claims on Your Account

17.1 If another person makes a claim for any of the funds in your Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is any dispute in relation to funds in the Account, we may:

- a) put a hold on your Account and refuse to process any Payment Instructions until we are satisfied that the dispute no longer exists;
- b) pay the funds to the person we have sufficient reason to believe is legally entitled to receive them;
- c) continue to rely on the current records we hold about you and the Account;
- d) apply for a Court order; or
- e) take any other action we feel is necessary to protect us.

#### 18. Your Liability to Us and Our Liability to You

18.1 We will not be liable to you for any loss resulting from any failure, delay or in carrying out your Payment Instructions on your Account where:

- a) the Payment Instruction is unclear or incomplete; or
- b) where a payment has been made to a Nominated Account, and we are able to establish that the payment has been received by your Nominated Account payment service provider.

18.2 We will not be liable for any loss that arises from our failure to carry out our responsibilities under the Agreement that would result in us being in breach of any Applicable Law or for any loss that arises out of any abnormal and unforeseeable circumstances which are beyond our control and the consequences of which would have been unavoidable despite our efforts to the contrary.

18.3 Where there is a failure, delay or error by us in carrying out your Payment Instructions on your Account we will refund the amount of the payment and any charges or interest you incurred as a result of this and pay you any interest we would have paid you on that amount.

18.4 Where there has been an unauthorised transaction on your Account, you will be liable:

- a) for all losses, if you have acted fraudulently or if you have intentionally or with gross negligence failed to comply with the requirements under clauses 8.1 and 8.2; or
- b) for up to £50 of any losses, where you have failed to comply with the requirements under clauses 8.1 and 8.2, but have not acted fraudulently or with gross negligence.

18.5 You will not, however, be liable for any losses from unauthorised transactions after you have notified us of such transactions in accordance with clause 8.2 or if you are unable to do so due to a failure on our part.

18.6 Unless you are liable under clause 19.4 we will immediately refund you the amount of any unauthorised transaction and any charges or interest you paid because of it, and pay you any interest we would have paid you on that amount. We will however not be liable for any other losses including loss of business, loss of goodwill, loss of opportunity, loss of profit or any other loss.

18.7 You must tell us if you become aware of any unauthorised or improperly executed transactions on your Account without undue delay. We will not be liable for such transactions in the circumstances outlined

above if you fail to tell us within 13 months of such transaction being made, unless we were at fault in preventing you becoming aware of them.

#### 19. Varying this Agreement

19.1 You may not amend or alter the Agreement at any time.

19.2 Unless the Additional Terms and Conditions say otherwise, we will only change the terms and conditions of the Agreement:

- a) where we reasonably consider it will make the Agreement easier to understand or fairer to you or the change would not be to your disadvantage;
- b) to reflect any changes in the cost of providing our services to you where the change to the Agreement made will reflect the change in costs to us but we will never seek to recover the same cost twice (for example by changing an interest rate as well as a charge or fee);
- c) to take account of any legal or regulatory requirements;
- d) where we consider it necessary to make reasonable changes to the way we look after your Account or provide services to you or because of advances in technology provided that the change would not be to your disadvantage; or
- e) as provided for in clause 19.3 below.

19.3 As long as you are able to end this Agreement without charge, we may change any of the terms and conditions of the Agreement (including the interest rate we pay you and our charges) for any reason not listed above, but we will not change a fixed rate on an Account for as long as we have agreed to keep it fixed.

19.4 Except for changes to interest rates that we are permitted to make without advance notice or changes that operate to your advantage and unless the Additional Conditions say otherwise we will give you at least 30 days' advance notice of a change other than in circumstances where Applicable Law or regulation requires us to make the change sooner in which case we will provide you with notice in advance of the change where reasonably practicable.

19.5 When we tell you about a change that is not to your disadvantage we will make information about the change available on our Website within 30 days of the change.

19.6 When we tell you about a change to your disadvantage we will tell you the date it comes into effect. As long as notice of a change is sent to you at the most recent address we have for you, we will assume you have accepted the change by continuing to use our Services from that date unless you contact us to say otherwise.

19.7 Where the change relates to an increase in your account charges or introduction of new account charges, you can close your Account at any time before the change takes effect. In these circumstances, if you ask us to close your Account, and you are required to provide us with advance notice to close an Account under the Additional Terms and Conditions relevant to that Account, the change will not take effect and your Agreement will remain in force in relation to that Account until the end of the relevant notice period, at which point your Account will close and the Agreement will terminate.

19.8 Except for changes to interest rates and/or charges, for any other changes that operate to your disadvantage you can close your account within 60 days of receipt of notice of this change without having to give us notice in advance.

#### 20. Set off

20.1 We may use any funds deposited with us to repay or reduce any indebtedness which you owe us either in your own name or jointly with anyone else and we shall also have the right to take funds deposited with us if you owe it to some other agencies such as HM Revenue and Customs who are able to recover debts directly from bank accounts. We do not have to provide you with prior notice of this, but we will tell you after we have done so where it is lawful for us to do so.

#### 21. Online Banking and Telephone Banking

21.1 For Accounts where we provide Online Banking, we may accept electronic instructions from you using a computer or mobile device as described in the Online Banking and Telephone Banking Terms and Conditions.

21.2 Use by you of Online Banking shall constitute your agreement to the Online Banking and Telephone Banking Terms and Conditions.

21.3 To use Online Banking and/or Telephone Banking you must comply with any security procedures mentioned in this Agreement, including the Online Banking and Telephone Banking Terms and Conditions, or any other security measures we tell you about and you must comply with the Online Banking and Telephone Banking Terms and Conditions.

21.4 We will provide you with instructions and guidance for using Online Banking and Telephone Banking on our Website and may also tell you about this by post or email. We may vary these instructions or guidance at any time so you must always check our Website to ensure that you are complying with our most up to date instructions or guidance before using Online Banking or Telephone Banking. Our Website will from time to time contain FAQs or similar further information and guidance; but if you remain in any doubt, please contact us on 0207 227 7577 between 9am and 5pm on a Working Day or such amended hours (temporary or otherwise) as we may post on our Website from time to time.

21.5 You must pay all internet service provider charges and any other charges you incur in accessing and using Online Banking and the costs of using the telephone service and obtaining and maintaining any equipment that you use for Telephone Banking.

21.6 If you authorise another person to operate your Account in accordance with clause 14, and you authorise that person to use Online Banking and/or Telephone Banking, you are responsible for ensuring that they comply with clauses 21.3 and 21.4 above.

## SECTION B - ADDITIONAL TERMS AND CONDITIONS FOR TERM DEPOSITS

### 22. General

22.1 The terms and conditions set out in this section B apply to any Term Deposit you hold with us. They are additional to and should be read together with the other terms and conditions comprised in the Agreement but if there is any difference between any of these terms and conditions then the terms and conditions set out in this section B shall prevail to the extent of the inconsistency.

22.2. You have no right to cancel, or withdraw from, your Term Deposit.

### 23. Making a Deposit

23.1 You can only make deposits into your Term Deposit within the first 14 days we open it for you. You cannot make further deposits into your Term Deposit, but you can open as many Term Deposits as you wish unless it says otherwise in the Key Features Document.

23.2 The minimum and maximum allowable amounts that you may deposit are set out in the Key Features Document. If you make a deposit for an amount which is higher than our maximum allowable deposit we will review this and may return to you, you will not earn any interest for the period we hold the amount returned to you.

### 24. Maturing Term Deposit, Withdrawals and Closing Term Deposit

24.1 We will write to you approximately 1 month before the Maturity Date to advise you of your options and asking for your Maturity Instructions and you will also receive a reminder letter from us approximately 14 days before maturity. Your options include reinvesting some or all of your funds into a new Account (subject to the terms and conditions of that new Account) or withdrawing some or all of your funds.

24.2 If you ask us to reinvest your funds into a new Account, we will do this on the Maturity Date when you will start to earn interest on that new Account.

24.3 If you ask us to withdraw some or all of your funds we will do this by Electronic Payment to your Nominated Account on the Maturity Date.

24.4 If we do not receive your Maturity Instruction at least two Working Days prior to the Maturity Date, or if funds remain in your matured Term Deposit, we will send the funds to your Nominated Account.

24.5 You may not withdraw funds from your Term Deposit before the Maturity Date for any reason, except death of a sole Account Holder.

24.6 We will close your Term Deposit on the Maturity Date.

24.7 You may not close your Term Deposit before the Maturity Date for any reason.

24.8 We will not close your Term Deposit before the Maturity Date for our convenience. However, we may do so in exceptional circumstances as provided for in clause 12.6.

### 25. Interest

25.1 The interest rate on your Term Deposit is fixed. This means that we will not change it for any reason prior to the Maturity Date.

25.2 The interest rate applicable to your Term Deposit is contained in the Key Features Document.

25.3 Interest is calculated daily on your Term Deposit up to, but not including, the Maturity Date.

25.4 Unless it says otherwise in the product conditions set out in the Key Features Document, interest will be paid annually or at maturity.

## SECTION C - ADDITIONAL TERMS AND CONDITIONS FOR NOTICE ACCOUNTS

### 26. General

26.1 The terms and conditions set out in this section C apply to any Notice Account you hold with us. They are additional to and should be read together with the other terms and conditions comprised in the Agreement but if there is any difference between any of these terms and conditions then the terms and conditions set out in this section C shall prevail to the extent of the inconsistency.

### 27. Making Deposits

27.1. You must make an initial deposit when you apply for a Notice Account. The amount of the initial deposit must be at least equal to the minimum deposit amount stated in the Key Features Document.

27.2 You may make unlimited additional deposits into your Notice Account, unless it says otherwise in the maximum account balance set out in the Key Features Document.

### 28. Transfers and Withdrawals

28.1 Subject to clause 28.4 you may transfer money from your Notice Account to any other Notice Account you hold with us, or use it to open a new Term Deposit or Notice Account, unless it says otherwise in the Key Features Document. We will waive the notice period on your Notice Account in respect of the transfer if your new Account has an equivalent or greater notice period or term. You may also transfer money from your Notice Account to your Nominated Account, subject to the notice period.

28.2 You may only make a withdrawal up to the amount of the available balance on your Account. The Key Features Document may also specify additional withdrawal limits.

28.3 Subject to clause 28.4 you may close your Notice Account at any time by giving us written notice in accordance with clause 6.

28.4 To make a transfer from your Notice Account, or to close it, you need to give us the required notice advised to you in the Key Features Document. Once you have given us an instruction to make a transfer from your Notice Account, or to close it, we will treat any subsequent instruction to cancel the transfer or the closure of the Account as an application for a new Notice Account; however, we cannot guarantee that the same rate of interest will apply to this new account.

### 29. Interest

29.1 The interest rate on your Notice Account is variable and will be a Managed Variable Rate. The initial current rate is as stated in the Key Features Document.

29.2 We may change a Managed Variable Rate as a result of any actual or anticipated changes which affects the cost to us of operating or providing your Account to:

- a) any regulatory capital requirements imposed on us;
- b) the base rate set by any Central Bank (such as the Bank of England);
- c) changes to market rates, for example LIBOR or

- d) any other costs we reasonably incur in operating or providing your Account (including funding costs if relevant).

29.3 We may also change a Managed Variable Rate for a valid reason that is not set out in clause 29.

29.4 If we make a change to your Managed Variable Rate of a material nature, and that change is to your disadvantage, we will provide you with advance written notice of the change equal to the notice period on your Account or 30 days, whichever is greater, plus an additional 14 days.

29.5 If we make a change to your Managed Variable Rate of a non-material nature, and that change is to your disadvantage, we will make information about the change available on our Website as soon as reasonably possible after it comes into effect.

29.6 If we make a change to your Managed Variable Rate, whether of a material nature or not, and that change is not to your disadvantage, we will make information about the change available on our Website as soon as reasonably possible after it comes into effect.

29.7 A change to your Managed Variable Rate will be considered to be a change of a material nature where you have a balance of at least £100 in the relevant Account at the time we give you notice of the change or the change results in:

- a) a single movement of 0.25% or more; or
- b) a cumulative movement of 0.50% or more in the preceding 12-month period prior to the change, in the interest rate applicable to your Account.

29.8 Unless it says otherwise in the product conditions set out in the Key Features Document, interest will be paid annually.

29.9 Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be compounded to your Account or paid to your Nominated Account

## SECTION D - ONLINE BANKING TERMS AND CONDITIONS

The terms and conditions set out in this section D apply to Online Banking and Telephone Banking. They are additional to and should be read together with the other terms and conditions comprised in the Agreement but if there is any difference between any of these terms and conditions then the Additional Terms and Conditions and the General Terms and Conditions for Savings Accounts shall prevail to the extent of the inconsistency.

### 1. Online Banking Service

1.1 To access Online Banking, you must have at least one Account opened by us and you must have activated your access via our Website using the Security Information applicable to your use of Online Banking.

1.2 Online Banking is not available to anyone who is not a resident of the United Kingdom.

### 2. Technical Requirements, Performance Site and Internet Security for Online Banking.

2.1 To use Online Banking you need to ensure that the computer device you are using to access and/or use Online Banking (your "equipment") meets the minimum technical requirements set out on our Website.

2.2 We may change the minimum technical specification that you require in order to access Online Banking and may make operational changes to and alter the services currently available as part of our Online Banking service at any time. We will always notify you of such change by placing a message on our Website, or by text, email or by post. If a change in specification results in your equipment becoming incompatible with the requirements of our Online Banking service or you being unable to perform all of the functions of our Online Banking service previously performed, you are responsible for replacing or modifying your equipment so that you may properly access Online Banking.

2.3 You are responsible for obtaining and maintaining the equipment and that you hold all necessary authorisations, permissions or licences (for example, in respect of any software required to access statement information or to download forms). You are also responsible for ensuring that your equipment:

- is kept fully operational;
- is up to date with the latest anti-virus, anti-spyware, firewall and security patches (and we recommend that, where practical, you 'virus-check' information that we send you through Online Banking);
- contains software that is kept virus free;
- is backed up at regular and frequent intervals so that your important data is protected; and
- is protected from external attempts to gain access to your account information.

2.4 We cannot in any circumstances guarantee:

- the speed with which you will be able to access and use Online Banking; or
- that you will have uninterrupted or continuous access to Online Banking.

2.5 We shall use reasonable endeavours to keep our Online Banking service free from viruses and corrupt files but due to the nature of Online Banking (in particular, the fact that Online Banking uses the Internet to communicate with you) we cannot guarantee that Online Banking is free from infection by viruses or anything else with contaminating or destructing properties. Subject to your rights under the Consumer Rights, we shall not be liable for any loss or damage that you suffer if your equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default and otherwise and we have no responsibility or liability with respect to your equipment.

2.6 Please remember that, if you use Online Banking outside the UK, it will be at your own risk, and you should check whether you are allowed to access it from the country you are in at the time. Some countries do not allow encrypted data to be sent over a public phone network, for example, so you may want to check this before using Online Banking outside the UK.

### 3 Changing Online Banking Details

3.1 Items of information and security features that you use for Online Banking are items of Security Information.

3.2 We may from time to time ask you to change the Security Information you use for Online Banking (your "Online Security Information") if, for example, we believe that the security of your Account or the safety of your Online Security Information has been compromised; and you must change your Security Information without undue delay (or in accordance with any other instructions we may give) if we ask you to do so, and you must change or use your Online Security Information in the way that we may from time to time request.

3.3 We can suspend or withdraw your Online Security Information with immediate effect if:

- we believe that this is necessary for security reasons;
- this is to prevent suspected unauthorised or fraudulent use of your Account (for example, where there have been multiple unsuccessful attempts to access your Account using Online Banking); or
- it is for a reason provided for elsewhere in the Agreement or the terms and conditions of any service that you are accessing via Online Banking.

3.4 We may reactivate your Online Security Information if we reasonably believe that the reasons for suspending them are unfounded or no longer exist. You can re-set any suspended or withdrawn Security Information using Online Banking or, if you are finding it difficult to do this, by contacting us in writing or using Telephone Banking.

### 4 Using Online Banking and Safeguarding Security Information

4.1 We will, without further enquiry, allow access to Online Banking and process every instruction that is authenticated by use of the Security Information. This means that you are responsible for the genuineness and accuracy of all instructions and information given to us by such means, from login to logoff. It is therefore essential that you check all instructions and information provided by us carefully.

4.2 If we make any changes to our security procedures, or if we change, suspend or withdraw your Security Information we will generally tell you beforehand but do not have to and we may be unable to provide full details or explanation afterwards. This may be because for example, doing so would compromise our security or be unlawful.

4.3 It is a condition of your use of Online Banking that you follow any instructions or guidance, including any safeguards such instructions or guidance may contain, that we provide in accordance in accordance with Clause 21.4 of the General Terms and Conditions for Savings Accounts.

#### **5. Termination or Suspension of Online Banking**

5.1 In addition to Clause 8.3 of the General Terms and Conditions for Savings Accounts, we may, where we reasonably consider it appropriate for your or our protection, suspend, withdraw or restrict the use of all or any part of Online Banking. We will tell you as soon as practicable if we take such action. We may also end all or any part of Online Banking at any time by giving you at least 2 (two) months' notice.

5.2 If Online Banking ends in respect of one or more of your Accounts, or your Security Information are deactivated:

- you must without undue delay securely destroy any Online Security Information;
- you must promptly destroy or return to us any other documentation you have relating to Online Banking if we ask you to;
- any rights and liabilities between us that have accrued at that time in respect of your Account, will continue to apply between us; and
- we may still carry out instructions received but not processed by us at that time.

#### **6. Telephone Banking Service**

6.1 Items of information and security features that you use for Telephone Banking are items of Security Information.

6.2 Using Telephone Banking, you can reset your Online Security Information and can undertake any other transaction or service that is set out in the Key Features Document for the Account in question.

6.3 It is a condition of your use of Telephone Banking that you follow the safeguards set out in any instructions or guidance provided in accordance with Clause 21.4 of the General Terms and Conditions.