



## General Terms and Conditions

January 2020

How to contact us:

- By visiting our offices in Ruddington (by appointment);
- Telephone: 0115 921 7260;
- Website: [www.kingdom.bank](http://www.kingdom.bank).
- Email: [savings@kingdombank.co.uk](mailto:savings@kingdombank.co.uk)

### Privacy Notice

At Kingdom Bank we take your privacy very seriously and as data controller have appointed a Data Protection Officer who can be contacted at; [DPO@kingdombank.co.uk](mailto:DPO@kingdombank.co.uk) or Kingdom Bank Ltd, Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6JS.

You have or will provide personal information to receive details of our products and services, or those arranged by us with other suppliers, such as insurance companies or as part of a contract with us. We will only use this information for these purposes and never pass your personal details to any other companies.

Kingdom Bank utilise the services of Credit Reference Agencies (CRA's) and the use of such services include credit reports, money laundering checks, ID checks and validation type services for example tracing. Please see the following links for more information from our current service providers: <https://www.callcredit.co.uk/legal-information/bureau-privacy-notice> & <http://www.smartsearchuk.com/privacy-policy>.

### **Other Products and Services**

From time to time we would like to tell you about our other products and services and those arranged by us with other suppliers such as insurance companies.

Any personal information you provide in the process of enquiring/ arranging any of our other products and services is provided in the strictest confidence. We will only use this for the purposes specified in your enquiry and we will never pass your personal details to these third parties or any other companies for any other reason.

### **Data held**

Data is categorised **Personal data** and **Sensitive personal data** (also known as 'Special Category Data'), definitions of which can be viewed at: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/>.

In relation to the data we hold, you have the rights to: obtain a copy; rectify any mistakes; request erasure; restrict processing; request data portability; object to processing and automated decision making or profiling.

You may request us to stop sending you information at any time but we will keep you on our mailing list until you request this or until you cease your contract with us. The other circumstance where your personal data may be held is where there is a lawful basis to do so.

Please note that all telephone conversations are recorded for monitoring and regulatory purposes.

## **Complaints**

We always try to provide a first-class service. Occasionally, however, things can go wrong. If they do, we'll try to put them right. If you have a complaint you can contact us in the following ways:

1. By telephone: (0115) 9217250 in the first instance, to the person who normally deals with the matter concerned.
2. By telephone to our Head of Account Management, or any other member of the Account Management team if you prefer.
3. By email: [savings@kingdombank.co.uk](mailto:savings@kingdombank.co.uk) or [info@kingdombank.co.uk](mailto:info@kingdombank.co.uk)
4. In writing addressed to our Head of Account Management

Whichever method you choose, please always quote your full name, address, telephone number and account number, as this will help us to deal with your complaint quickly and efficiently.

## **How we will respond**

We will respond to your enquiry within the following time scales:

1. If we can provide the answer immediately to your satisfaction whilst you are on the telephone, we will do so.
2. If we need to carry out an investigation into your complaint we will contact you within three days or at another time agreed with you.
3. If your complaint is by letter or email, we will respond acknowledging the complaint and advising when we expect to resolve it no later than five days after receipt of your complaint.
4. If the matter is unresolved after four weeks, we will write to you again.
5. The Bank must send a final written response within eight weeks from the date that the original complaint was received. Should you remain dissatisfied, you may take your complaints to the Financial Ombudsman Service.
6. If we have not resolved your complaint within 8 weeks, you may take your complaint to the Financial Ombudsman Service.

## **The Financial Ombudsman Service**

The Financial Ombudsman Services exists to provide consumers with an additional complaint support if, at the conclusion of your complaint, you remain dissatisfied. This free service is available to anyone once we have submitted a final response letter or within eight weeks of the date of the complaint, whichever comes sooner. The scheme exists to provide independent adjudication and an investigation will be undertaken prior to making a decision about outstanding disputes.

The Financial Ombudsman Service can be contacted at:

Address: Exchange Tower, London, E14 9SR.

Phone: 0300 123 9123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Customer Complaints Policy Statement**

1. We aim to provide the highest possible standard of service to our customers
2. It is the intention of Kingdom Bank Ltd to deal with customer complaints quickly, fairly and impartially.
3. Our terms and conditions refer to our policy with regard to making complaints.
4. Our staff are trained to handle complaints in accordance with this policy.
5. It is important to us that we resolve complaints both quickly and to our customers' satisfaction.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which is designed to protect eligible customers who have their money deposited in UK banks and financial institutions, if they can't meet their financial obligations. So if a bank fails, eligible deposits receive a pay-out to cover the money in their account(s), up to the FSCS published limit.

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.

The scheme is designed to cover most depositors but if you'd like more information including the current limits, amounts covered and eligibility visit [fscs.org.uk](http://fscs.org.uk), call the FSCS on 0800 678 1100 or contact us using the details on Page 1.

## General Terms and Conditions for Savings Accounts

### 1 Introduction

1.1 These terms and conditions (referred to as the "General Conditions") apply to all savings accounts with Kingdom Bank, except to the extent that they are inconsistent with specific conditions for particular Accounts ("Specific Conditions") in which case, those specific conditions will apply. The General Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your Accounts.

### 2 In these General Conditions:

#### 2.1 Glossary

- "Account" means a savings account subject to these General Conditions.
- "CHAPS" means the Clearing House Automated Payments Systems operated by CHAPS Clearing Company Limited, (a same day service for payments made and received in sterling within the United Kingdom).
- "Faster Payments" means the payment system of that name operated by Faster Payments Scheme Limited.
- "FCA" means the Financial Conduct Authority.
- "FCA Rules" means the Handbook of Rules and Guidance of the FCA.
- "Fixed Rate" means a guarantee rate of interest for the term of the account.
- "ISA" means an Individual Savings Account, a tax-free account with an annual deposit allowance set by the Government each tax year.
- "Nominated Account" means the account with Kingdom Bank or other institution which you nominate as the account to which transfers or withdrawals are made in accordance with these Conditions for the purposes of (without limitation) Condition 11.
- "Normal Business Hours" means between the hours of 9:00 and 17:00.
- "Notice Period" means the amount of time you will need to wait between notifying us of your requirement to make a withdrawal and the withdrawal being processed.
- References to "you" and "your" are to holders of Accounts or those applying to be holders of Accounts and include your personal or other legal representatives.
- References to "we", "us" and "Our" and "the Bank" are to Kingdom Bank Limited and include our successors and anyone to whom we transfer our rights in respect of an Account.
- "Signatory" means someone who has authority to sign on an account; usually the account holder(s).
- "Telephone Banking" means an account facility which enables withdrawals to be authorized over the telephone to a nominated bank account.

- “Third Party” means someone who has authority to sign on an account, but is not the account holder(s).
- “Withdrawal” means money you authorise us to take from your account.
- “Working Day” means a day other than a Saturday, Sunday or Bank Holiday in England and Wales.

**2.2** If you are a company, other incorporated body, a partnership or unincorporated association (such as a charity or club), please refer to Condition 25.

**2.3** You have the right to obtain a copy of these General Terms & Conditions at any time while your Account is open. You can do this by calling or writing to us at our Registered Office which is the address shown above or by looking on our website.

### **3 Opening an Account**

**3.1** We require evidence to confirm your full name, residential address and date of birth before an Account is opened. We will obtain this by performing an AML verification check via our providers which are detailed in the Privacy Notice.

**3.2** If we are unable to confirm enough information from these sources, we will contact you asking you for additional information.

**3.3** For existing customers who have previously provided evidence, we will inform you if we require any further information.

**3.4** For joint Accounts, verification applies to both applicants.

**3.5** If we receive money without evidence of identity that is satisfactory to us, then we may (as we reasonably consider appropriate) return the money or retain it pending clarification (which may include obtaining instructions from any relevant authority).

**3.6** Once you have opened an Account, you have 14 days after the contract is entered into (or, if later, 14 days from the day you first receive these terms and conditions and other information relating to the Account) to notify us in writing at our registered office that you want to change your mind. If you notify us within this time, we will help you switch to another of our Accounts or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges.

**3.7** Please note that this Condition 3.6, and the option to change your mind, does not apply to fixed rate Accounts (other than a fixed rate cash deposit ISA). The Specific Conditions can provide for a different cancellation period in respect of a particular Account and in those circumstances the cancellation period stated in the Specific Conditions shall apply to the relevant Account. If you do not exercise your right to change your mind, you will continue to be bound by these General Conditions and any Specific Conditions that apply to the particular Account.

### **4 Account details**

**4.1** The address that you provide in the application form for the Account will be our registered address for you (that is the address at which we will communicate with you), and will remain our registered address for you until it is changed in our records.

**4.2** It is your responsibility to notify us in writing and signed in accordance with the mandate of any change of address.

- 4.3 You should also notify us of any change of name, telephone number and email address. All notifications must be in writing and signed in accordance with the mandate (which for these purposes does not include email).
- 4.4 You agree to provide us with specimen signatures upon account opening and if we ask for them.
- 4.5 Your Account will have a unique account number. Please quote this in correspondence with us.

## **5 Minimum and maximum account balances**

- 5.1 Unless otherwise stated in the Specific Conditions or individually authorised, the minimum balance for all accounts is £1 and the maximum is £1 million across all accounts held.
- 5.2 We can close an Account if the amount in it is below the minimum for that Account. We will give you at least 30 days' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum.

## **6 Paying money into your Account**

- 6.1 Unless Specific Conditions for a particular Account specify otherwise, you can generally pay money into your Account at our Registered Office during normal business hours. However, for security reasons we do not recommend that cash is sent by post. Please see Condition 7 regarding when interest becomes payable.
- 6.2 Money may also be paid into your Account by electronic transfer (CHAPS or Faster Payments) or standing order. If you wish to pay money in by standing order, you will need to set this up direct with your bank. The payer will need to send the payment to our nominated clearing account, details of which will be given when the Account is opened or can be obtained by telephoning us on 0115 921 7260. The payer will also need to quote a reference including your name and account number. If your name and Account number are not quoted, the payment may be returned.
- 6.3 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 6.4 Cheques made payable to us will only be accepted for payment into an Account if additional details (such as the name(s) of the Account holder(s) or the Account number) are also provided, so that it is clear who the money is intended for. You should note that cheques normally become out of date after six months.
- 6.5 When paying in money by cash, you will need to provide your Account number.
- 6.6 Money paid into your account by cash or electronic transfer will be available for withdrawal as soon as we receive it. Any sums received by us outside Normal Business Hours or on a non-Working Day will be treated as having been received when we are next open for business on a Working Day. Please see Condition 15 below regarding cheques.
- 6.7 Payments into your Account can only be made in Pound Sterling (£).

## **7 Interest**

- 7.1 We will tell you the interest rate that applies to your Account (and when it is paid or credited) when you open it. This information is also available:
- in our Interest Rates leaflet;
  - on our website; and
  - by asking our staff

## 7.2 On our Accounts, we generally:

- calculate interest on a sum deposited by cheque, cash or by electronic transfer from the day we receive it. Any sums received by us outside Normal Business Hours or on a non-Working Day will be treated as having been received when we are next open for business on a Working Day;
- calculate interest on a sum withdrawn up to and including the day before the day you make the withdrawal; and
- for certain Accounts give you the choice of having the interest added to the Account, paid into another Account with us, or paid into your account with another bank.

However, this may vary depending on the type of Account. You should check the Specific Conditions for particular Accounts. Further details of how and when interest is payable is contained in the Specific Conditions for particular Accounts.

## 7.3 Subject to any Specific Conditions that apply to particular Accounts, we can change interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to respond to changes in the Bank of England bank (base) rate or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- to respond to changes in the law or the decision of a court or ombudsman;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection; or
- to reflect changes to our costs, including administration costs and costs of providing services or facilities.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

- 7.4 We can also change the rate of interest for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. We will not, however, reduce the interest rate payable where we have agreed to pay a fixed rate for a fixed term unless required to do so by law.
- 7.5 Changes may include the introduction or alteration of “bands” under which different rates apply depending on the amount in the Account.
- 7.6 Where the change is an increase in the interest rate payable to you, we will tell you about it within 30 days of the change, by letter or on our website.
- 7.7 Where the change is a reduction in the interest rate, we will give you written notification of the change not less than 14 days before it comes into effect. In addition to this we allow an extra 16 days when you can close or switch without penalty. This does not apply to fixed rates we have agreed to pay for a fixed term (on which see Condition 7.4). It does not apply to tracker Accounts (i.e. Accounts whose interest rate tracks a specified external rate) where interest rates have changed as a result of the relevant external or tracker rate.
- 7.8 If you do not notify us that you object to a change reducing the interest payable to you before the date on which it comes into effect, you will be deemed to have accepted it.

**7.9** If you do object to such a change before it comes into effect, you may close your Account or transfer it to one held with another bank without losing any interest or incurring additional charges.

**7.10** The information on our website will be updated within three Working Days of an interest rate change.

## **8 Account charges**

**8.1** We may make charges for items relating to your Account, and shall deduct those charges from the balance in your Account before any transaction takes place. Such charges are for the time being:

- Unpaid Cheque returned by bank      £6.00
- CHAPS withdrawal                      £22.50
- Stopped cheque                         £10.00
- International payments                £10.00 (plus processing bank's charges)

- a. Except for charges in respect of unpaid cheques, we will tell you of the charge and its amount before we provide the product or service, or at any other time you ask.
- b. We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
- to respond to changes to our costs, including our administrative costs;
  - to respond to changes in the law or the decisions of a court or ombudsman;
  - to meet relevant regulatory requirements;
  - to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

**8.2** We can also change the charges we make for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. We will not introduce or increase charges in respect of a fixed term deposit at a fixed interest rate unless required to do so by law.

**8.3** Changes may include the abolition or alteration of existing charges or the introduction of new charges.

**8.4** We will give you at least 30 days written notice before the charge comes into effect.

**8.5** If we give you notice of a change under Condition 8.1 then, at any time up to the date the change comes into effect, you have the right to switch the Account or close it without having to lose any interest or pay any additional charges.

**8.6** If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.

**8.7** There may be other taxes or costs that are not paid through us or charged by us.

## **9 Withdrawals**

**9.1** Where withdrawals are permitted, they may be made during our Normal Business Hours on Working Days, subject to the Specific Conditions for particular Accounts. The Specific Conditions for any particular Account may allow no withdrawals or withdrawals only in very limited circumstances.

- 9.2** No withdrawal will be allowed if it would cause the Account to be overdrawn (but if the Account does become overdrawn you must immediately pay us back the amount by which it is overdrawn).
- 9.3** We may refuse to allow a withdrawal if we are not satisfied that we have the proper written or verbal authority for the withdrawal, in accordance with the mandate you have given us. A signed withdrawal form will be required in order to make a withdrawal, except where indicated in the Specific Conditions for your particular Account.
- 9.4** We can restrict at any time the amount which can be withdrawn from any Account.  
We will only do this if:
- (a) we know or suspect, or have reasonable grounds for knowing or suspecting, that there may be fraudulent activity or other financial crime affecting the Account;
  - (b) we are required to do so by any law, regulation or court order;
  - (c) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the Account;
  - (d) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or
  - (e) circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of withdrawals).

In the case of (d) and (e) above:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iii) we will take into account the interests of the Bank as a whole;
- (iv) we will, if practical, give advance notice; and
- (v) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

Where the restrictions on withdrawals affect Accounts generally, we will notify the restriction by notices on our website. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction by telephoning us on 0115 921 7260.

- 9.5** Please note that we do not permit withdrawals to be made from any Accounts by direct debit.
- 9.6** If it appears to us that you are suffering from mental disorder or mental infirmity such that you are not capable of managing your affairs, we would only allow a withdrawal if a registered Lasting Power of Attorney has been recorded at the Bank. Where we reasonably consider it appropriate, we may not allow withdrawals:
- in England and Wales, until we have given written notice to the Court of Protection (“the Court”) and the Court has given written notice that it does not object (although we may exercise our discretion in cases of exceptional urgency);
  - in Scotland, until approval has been given by a factor, curator or tutor (if you have one);
  - in Northern Ireland, until approval has been given by a receiver, committee, guardian or controller (if you have one).



In all cases we may require the person who appears to have care of you or to be managing your affairs to give us an indemnity against any claims against us as a result of our allowing withdrawals. In certain cases, we may require such person to apply to the Court for authority to make withdrawals.

**9.7** All Withdrawals must be made to an account in the same name. We will not permit a withdrawal to a third party by any method.

**9.8** Condition 10 contains additional information about withdrawals made by Faster Payments or CHAPS

## **10 Faster Payments/CHAPS**

**10.1** If the Specific Conditions of your Account allow, you may make electronic payments from your Account by way of:

- (a) Faster Payments;
- (b) CHAPS; or
- (c) Debit Card via a merchant (deposits only).

the following Conditions 10.2 to 10.6 inclusive relate to Faster Payments

**10.2** Depending on the type of Account you have you may request a withdrawal by Faster Payment by writing to us or for certain Account types by telephoning our Registered Office at any time up to 3pm on the Working Day on which you wish the payment to be made from your Account. You will need to provide us with the payee's account number and sort code, and you may also need to provide a reference for the payee. You will also need to provide us with evidence of your identity and/or security details (we will, on request, let you know what we need for this).

**10.3** Please note that you will only be able to request a Faster Payment if the payee's account is able to receive Faster Payments.

**10.4** We will only permit a withdrawal if you have sufficient cleared funds in your Account at the time the payment is to be made.

**10.5** Provided Conditions 10.2 to 10.4 are satisfied, we will take the money from your Account on the date specified (or on the next Working Day, if the date specified is not a Working Day). The payment will normally reach the payee's account not later than the Working Day after we take the money from your Account.

**10.6** You can stop a Faster Payment at any time before 5.00pm on the Working Day before the payment is due to be made. You can do this by writing to us, or by telephoning us on 0115 921 7260. If telephoning, you will need to produce such identification and/or security details as we request. You cannot cancel a payment that is to be made on the same Working Day as when you give us the instruction.

**10.7** The following Conditions 10.7 to 10.10 relate to payments by CHAPS.

**10.8** We will only make a CHAPS payment if you have sufficient cleared funds in your Account.

**10.9** Depending on the type of Account you have, you may request a CHAPS payment by writing to us or by telephoning us on 0115 921 7260 at any time up to 12.30pm on the Working Day on which you wish the payment to be made from your Account (if we receive the instruction after that time, it will be processed the following Working Day). You will need to provide us with the payee's bank account number and sort code and

the bank's name and address. You will also need to provide us with some identification and/or security details (we will, on request, let you know what we need for this). The money will be taken from your Account and will normally reach the payee's account on the same day.

**10.10** A CHAPS transfer cannot be cancelled once the instruction has been processed and the payment sent by us.

**10.11** For further details about how Faster payments and CHAPS payments work, and what we will need from you, please contact us by writing to us at our Registered Office, or by telephoning us on: 0115 921 7260.

**10.12** If you receive a refund on any of the transactions listed above, we will pay the amount of the refund into your Account when we receive it.

## **11 Telephone Banking**

**11.1** We offer a telephone banking service on certain Accounts as specified in the Specific Conditions. We reserve the right at any time to withdraw our telephone banking service. Telephone banking services are available on a Working Day. Transactions authorised after 3.00pm will be processed the following Working Day.

### **11.2 Approved Transactions**

We may proceed with instructions for any of the following transactions provided we have identified you using your memorable details from not less than the minimum authorised signatories stipulated in the most recent mandate form:

- The supply to any or all of the authorised signatories (as the case may be) with Account balances and details of transactions;
- The withdrawal of monies from the Account provided always that such withdrawal(s) is/are directed to the Nominated Account;
- We shall not action any other form of transaction or instruction received by telephone.

## **12 Responsibility for losses**

In consideration of our complying with these General Conditions and any relevant Specific Conditions for a particular Account, you agree:

- We shall be entitled to treat instructions given by telephone which may from time to time be, or reasonably appear to us to be, from you or any authorised signatories as fully authorised by and binding upon you provided the relevant information is given to us by the person giving the instruction in accordance with these General Conditions;
- We shall be entitled (but not bound) to take such steps in connection with or in reliance upon such instructions as we may in good faith consider appropriate notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions; and
- We may refuse to carry out any instruction if we have a valid reason (including but not limited to the suspicion of fraud or criminal activity). In such situations we will notify you to the extent we are permitted to do so under law and regulation of our refusal and the reasons for it.

### **12.1 Memorable Details (applicable for Call Direct / Postal 32 Plus / Postal 60 Plus / Churches and Charities Reserve account)**

- On receipt of a duly completed application form, a customer identification number and a memorable details information form shall be issued to each authorised signatory. We will require you to complete and return this form to us.
- Whenever you or an authorised signatory contact us by phone to operate your Account, you will be asked to

quote your customer identification number and to answer a series of questions based on the information you supplied on your memorable details form, in order to prove your identity.

• You and all authorised signatories must take all reasonable steps to prevent fraudulent use of your Account and its Nominated Account and must in particular:

- (a) Keep the memorable details secret and not disclose them to any person (including other authorised signatories) except in the course of giving instructions to us for the purposes of this telephone banking authority;
- (b) Not make a record of the memorable details in any way resulting in them becoming known to another person; and
- (c) Inform us immediately if you know or suspect that any other person knows the memorable details.

### **13 Unauthorised payment transactions/Authorised Push Payment (APP) Fraud**

**13.1** You are responsible for any transactions on your Account:

- Where you have authorised the transaction;
- Where someone else used your customer identification number with your agreement (which includes any authorised signatory to whom you have given the customer identification number and memorable details, whether or not you have agreed to any specific transaction);
- Where you have deliberately or with gross negligence disclosed your customer identification number and/or memorable details to any person; or
- Where you have acted fraudulently.

**13.2** You will no longer be responsible for transactions on your Account by a third party, which were not made with your agreement, after you have notified us that your customer identification number and/or memorable details have been lost or stolen, have become available to a person who does not have (or no longer has) your authority to use them or are liable to be misused by a third party.

**13.3** Please see Conditions 9, 10, 11 and 12 as well as this clause 13 as to when we can regard transactions as being authorised by you or for which you are responsible. To dispute a payment transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should call us on 0115 921 7260.

**13.4** If you notify us of an unauthorised payment transaction, we may investigate the circumstances if we have reason to suspect that any of the circumstances in Condition 13.1 apply.

**13.5** If we do need to investigate under Condition 13.4, you must co-operate with us and with the police, if we need to involve them.

**13.6** Subject to Conditions 13.1 to 13.5 inclusive and these General Conditions, we will without undue delay refund to your Account the amount of an unauthorised transaction.

**13.7** If we make a refund and then discover that you did authorise the transaction or are otherwise responsible for the transaction in accordance with these General Conditions, we may reverse the refund. We will notify you before we do this.

**13.8** You must notify us as soon as possible if you become aware of any unauthorised transaction on your Account or any of the circumstances in Condition 13.1 apply.

**13.9** Authorised Push Payment (APP) Fraud is a transfer of funds by the customer to a recipient that they believed were for legitimate purposes but which were in fact fraudulent. Kingdom Bank do not accept responsibility for any authorised payments that have been transferred to a fraudulent account.

**13.10** If you receive any emails purporting to be Kingdom Bank (where the email address appears to be correct but you are not expecting contact from the Bank and/or the email requests personal or banking information) you should not respond.

**13.11** Any suspicious emails can be forwarded to [info@kingdombank.co.uk](mailto:info@kingdombank.co.uk). Alternatively, you may choose to contact Action Fraud on 0300 123 2040 or [actionfraud.police.uk](http://actionfraud.police.uk).

**13.12** Further information and advice about Fraud awareness can be located via the government's 'Take Five' campaign at [takefive-stopfraud.org.uk](http://takefive-stopfraud.org.uk).

#### **14 Mistakes, delays and liability for losses**

**14.1** If we fail to carry out a payment transaction for you correctly in accordance with these Conditions, then we will be liable to you as set out in Condition 14.3, unless:

- you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the wrong account number or sort code for the payee we will not be liable if the transaction is not carried out or is wrongly carried out. We will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this; or
- you fail to notify us when you become aware of the mistake or failure without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out.

**14.2** We will not be liable to you if we can show that the payee's bank or building society received the correct payment.

**14.3** Subject to the other provisions of these General Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:

- (a) the amount of such payment; and
- (b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.
- (c) We will not have any liability to you under Condition 14.3 if any of the circumstances mentioned in Condition 13.1 caused the delay or error.

**14.4** Nothing in these General Conditions is intended to limit or restrict any liability we may have (and which cannot be excluded or restricted):

- under FCA Rules; or
- under any other legal or regulatory requirement.

#### **15 Uncleared funds**

**15.1** Subject to any Specific Conditions for particular Accounts, we will allow withdrawals against a cheque 10 Working Days after it has been deposited with us, provided we have not received notice that it has not been cleared. If the cheque is not cleared then you will have to repay us the amount of the

withdrawal to the extent that there is not enough other money in the Account to cover it. If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you.

**15.2** For the purpose of this Condition 15, the day of deposit of the cheque is the day we receive the cheque by post, except that in each case if the time of payment in or receipt by post (as the case may be) is not before 4pm on a Working Day, then the day of deposit is the next following Working Day.

## **16 Closing your Account**

**16.1** You can close your Account at any time, subject to any Specific Conditions that apply to particular Accounts and to our normal administration requirements.

**16.2** We can close your Account at any time without giving any reason, but (except in the exceptional circumstances set out below):

- we will give you at least 30 days' written notice (except where the Specific Conditions that apply to your particular Account require us or you to give a specified period of notice for closure or withdrawals, our notice of closure will be for that period);
- we will not close a fixed term Account before the end of the fixed term unless any of the exceptional circumstances referred to below apply unless we are required to do so by law; and
- we will not close your Account, or threaten to do so, as a response to a valid complaint that you have made.

**16.3** The exceptional circumstances mentioned above are the following and if any of them apply we can close your Account by immediate written notice:

- you have deliberately given us any false information in relation to your Account;
- you were not entitled to open the Account or you are no longer eligible to hold it;
- you do not comply with any of your obligations under these General Conditions or any Specific Conditions applying to particular accounts and do not put this right within a reasonable time of our asking you to do so;
- you threaten, or are abusive towards, our staff;
- we receive notification that you have been made bankrupt or are subject to any insolvency procedure;
- we reasonably suspect that the account is being used for an illegal purpose;
- the contract between us is void or unenforceable at law; or
- we have a legal or regulatory obligation to close the Account.

**16.4** If we close the Account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.

**16.5** If we close the Account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

## **17 Statements**

**17.1** Please refer to the specific Terms & Conditions for each account type.

## **18 Taxes**

**18.1** Interest on your personal Account will be paid 'gross'. Tax treatment depends on your individual circumstances and may be subject to change in the future. You are responsible to HMRC for any tax that may be payable. Please telephone us on 0115 921 7260 or visit our website for further details. Where you are a higher rate or additional rate tax payer, you may be liable to pay additional tax on any interest we pay you. Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that this tax is paid.

## **19 Joint Accounts**

- 19.1** For tax purposes only, we will treat joint Account holders as being entitled to the money in the Account in equal shares. This does not affect the operation of the rest of this Condition 19 which takes precedence for purposes other than tax.
- 19.2** Unless the Specific Conditions for a particular Account specify otherwise, Accounts can be opened in the names of two people.
- 19.3** Where one Account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the Account. We do not accept accounts on any other basis. The other terms of the account will remain unchanged.
- 19.4** Withdrawals and other transactions on a joint Account need the signatures of all account holders, unless we have been given authorisation by all account holders to accept the signature of any one or more joint account holder(s).
- 19.5** If we have reason to think that there is a dispute between Account holders we shall be entitled (if we reasonably consider it appropriate to do so) to do either or both of the following (but will not be obliged to do so unless ordered by a court)
- require the signatures of all Account holders, despite any authorisation that has been given to us previously under these Conditions; and/or
  - freeze the account
- 19.6** If there is a relationship between the Account holders which ceases or breaks down (for example divorce or separation) we will not necessarily infer that there is a dispute between the Account holders as to the money in the Account. In these circumstances, you must inform us of the situation and any action you wish us to take such as closure of the account. If you have not informed us of the situation, and/or have not given us clear new instructions, we shall be entitled to continue to operate the account in accordance with the instructions that you have given us, even where we know or have reason to suspect the breakdown or cessation of the relationship. This may mean that withdrawals and/or closure of the Account will be permitted on one signature.
- 19.7** Any correspondence (including statements) relating to the Account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 19.8** The liability of joint Account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the Account holders, and not just a share of them.

## **20 Third parties**

- 20.1** We do not have to recognise the interest or claim of any person other than the Account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law.
- 20.2** Nothing in these Conditions confers or is intended to confer on any third party a benefit or the right to enforce any terms and conditions in respect of your account.
- 20.3** Withdrawals must be made to an account in the same name. We will not permit a withdrawal to a third party, by any method.

## **21 Unclaimed balances and dormant accounts**

**21.1** If no payment into or withdrawal from your Account is made for a period of 15 years and we cannot trace you (after having made reasonable efforts to do so), then we may close the Account. However, any money in the account will remain yours, and if you contact us later (and provide any evidence of identity or entitlement to the money in the Account that we reasonably require) we will repay the money from the closed Account to you, together with interest at a rate that we reasonably consider to be appropriate.

If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the Account and credit it with the amount we owe you in respect of the Account (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the account had remained open).

## **22 Changing these Conditions**

**22.1** We can change these Conditions and/or the Specific Conditions for the particular Account which you hold for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in the law or the decisions of a court or ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer or fairer;
- to provide you with extra benefits or services; or
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;

**22.2** We may also change these General Conditions and/or the Specific Conditions for the particular Account which you hold for a valid reason not stated in Condition 22.1. This does not apply to fixed term Accounts unless we are required to do so by law.

**22.3** Any change we make under Condition 22.1 or 22.2 will be proportionate to the circumstances giving rise to the change.

**22.4** A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days after it has taken effect.

**22.5** A change which is to your disadvantage will be effective only after at least 30 days written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal or regulatory requirement).

**22.6** If you are unhappy with any change referred to in Condition 22.5, you are free to close any Account which is affected by the change(s) without loss of interest or additional charges, at any time before the changes take effect.

**22.7** If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

**22.8** This Condition 22 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.

**22.9** If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new General Conditions or Specific Conditions or a summary of the changes and tell you where you can find a full copy.

## **23 Notices**

**23.1** You will be taken to have received any letter or other personal notice 48 hours after we have sent it to you. If we accidentally fail to send to you a communication intended for our savers generally or a category of saver of which you are one, this will not make the notice invalid.

**23.2** If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the subsequent notice.

**23.3** If you have provided us with an email address we may use this to give you notices or communicate with you. In such circumstances references to “writing” in these General Conditions include email.

## **24 Matters beyond our control**

**24.1** We will not be liable to you if we are unable to provide any service in connection with your Account because of abnormal and unforeseeable circumstances (such as strikes, power failures or other causes beyond our control) or as a result of our having to comply with any law or regulatory requirement.

## **25 Organisations, etc**

**25.1** If you are a company or other incorporated body, a partnership or unincorporated association (such as a charity or club) or other form of business undertaking or organisation (including a trust or sole trader), you will need to authorise officers to operate the Account. The application form has further details. We will also require evidence of identity and address for these persons.

**25.2** In the circumstances set out in Condition 25.1, you must provide us with such information regarding your organisation or business and/or your constitution or documentation as we may reasonably request from time to time.

## **26 Law**

These General Conditions are governed by the laws of England and Wales. Those laws also apply to the establishment of relations with you prior to the conclusion of any contract between us.

## **27 Language**

All communications between you and us will be in English unless we specifically agree otherwise.



Kingdom Bank Limited, Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham, NG11 6JS, registered in England and Wales No. 04346834. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 400972. The Financial Services Register can be viewed at <http://register.fca.org.uk>