



Kingdom Bank

General Conditions

September 2020

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How to contact us:

- By visiting our Registered Office (by appointment);
- Telephone: 0115 921 7260;
- Website: www.kingdom.bank;
- Email: savings@kingdom.bank

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@kingdom.bank 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> and
- <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 as **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. It is our intention to deal with customer complaints quickly, fairly and impartially. 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@kingdom.bank or info@kingdom.bank.
4. In writing to our Head of Account Management at our Registered Office (see Condition 2 below for more information).

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 timescales:

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 we will advise 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.
6. If we have not resolved your complaint within 8 weeks or you are dissatisfied with the outcome, you may take your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service

The Financial Ombudsman Service 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

Website: www.financial-ombudsman.org.uk

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, call the FSCS on 0800 678 1100 or contact us using the details on Page 2.

GENERAL 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.

2. DEFINITIONS

- 2.1 In these General Conditions capitalised words have the following meaning:

"Account"	means a savings account subject to these General Conditions and the Specific Conditions
"Authorised Signatory"	means someone who has authority to sign on an account, but is not the account holder(s)
"Banking App"	means any Kingdom Bank mobile banking app that we may offer from time to time, which you can download to your mobile phone or tablet by following the link on the Bank's website
"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)
"Digital Banking"	means Online Banking and the Banking App
"Digital Inbox"	means the inbox that appears in Digital Banking. It allows you to securely receive and access important messages from us
"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 guaranteed 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 General Conditions for the purposes of (without limitation) Condition 7
"Normal Business Hours"	means between the hours of 9:00am and 4:00pm
"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
"Online Banking"	means the Kingdom Bank online banking portal, which is available online at www.kingdom.bank
"Registered Office"	means Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham, NG11 6JS
"Security Details"	means passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint, face recognition or any other information or details that you've set up with us to access Digital Banking
"Telephone Banking"	means an account facility which enables withdrawals to be authorized over the telephone to a nominated bank account
"Withdrawal"	means money you authorise us to take from you're Account
"Working Day"	means a day other than a Saturday, Sunday or Bank Holiday in England and Wales

- 2.2 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.
- 2.3 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.
- 2.4 If you are a company, other incorporated body, a partnership or unincorporated association (such as a charity or club), please refer to Condition 22.
- 2.5 You have the right to obtain a copy of these General Terms 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 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 the General Conditions and Specific 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.
- 3.2. Please note that Condition 3.1 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. DUE DILIGENCE

- 4.1. We require evidence from you (such as your full name, residential address and date of birth) to confirm your identity before an Account is opened. We will obtain this by performing an anti-money laundering verification check via our providers which are detailed in the Privacy Notice.
- 4.2. If we are unable to confirm enough information from these sources, we will contact you asking you for additional information. If you do not provide us with the additional information we request, we may refuse to open an Account for you.
- 4.3. For existing customers who have previously provided evidence, we will inform you if we require any further information in order to open another Account.
- 4.4. For joint Accounts, we will undertake verification of both applicants.
- 4.5. 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).

5. ACCOUNT DETAILS

- 5.1 We will treat the address that you provide in the application form for the Account as your "registered address" (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.
- 5.2. For personal Accounts, you must notify us in writing if there are any changes to your personal details (including your address, name, telephone number and email address). For organisational Accounts, you must notify us if there are any changes to any signatory's personal details by using the mandate form located on our website. All other changes to your organisational Account can be notified to us in writing.
- 5.3. Any changes to the personal details on an Account must be given by the account holder or, for joint and organisational Accounts, in accordance with the account mandate.
- 5.4. You agree to provide us with specimen signatures upon account opening and if we ask for them.
- We will provide you with a unique account number for your Account. Please quote this in correspondence with us.

6. MINIMUM AND MAXIMUM ACCOUNT BALANCES

- 6.1. 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.
- 6.2. We can close an Account if the amount contained within it is below the minimum balance 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.

7. PAYING MONEY IN AND OUT OF YOUR ACCOUNT

- 7.1. Unless otherwise stated in the Specific Conditions, you can pay money in and out of your Account in the following ways:

Type of payment	How long will the transaction normally take?	Transaction methods
CHAPS CHAPS is a same-day electronic transfer for payments within the UK, often used for large amounts.	Sending Money: <ul style="list-style-type: none">Requests made before 12:30pm will be debited from your Account on the same day. Requests made after 12:30pm or a non-Working Day will be debited from your Account the following Working Day.	Payments can be made by telephone by calling 0115 921 7260, through Digital Banking (see Condition 11 for more information) or via postal

Type of payment	How long will the transaction normally take?	Transaction methods
	<ul style="list-style-type: none"> The payment will normally reach the account on the same day we debit it from your Account, or the next Working Day at the latest. We cannot cancel a CHAPs request once it has been processed by us. <p>Receiving money:</p> <ul style="list-style-type: none"> Money paid into your Account during Normal Business Hours on a Working Day 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 by us the next Working Day. 	instructions sent to our Registered Office.
<p>Faster Payments</p> <p>Faster Payments is a same-day electronic transfer.</p> <p>You can only use Faster Payments if the receiving bank uses Faster Payments too.</p> <p>The transaction limit for Faster Payments is £250,000.</p>	<p>Sending Money:</p> <ul style="list-style-type: none"> Requests made before 3:00pm will be debited from your Account on the same day. Requests made after 3:00pm or on a non-Working Day will be debited from your Account the following Working Day. The payment will normally reach the account on the same day we debit it from your account, or the next Working Day at the latest. You can stop a Faster Payment at any time before 3:00pm on the Working Day before the payment is due to be made by telephoning us. You cannot cancel a payment that is due to be made on the same day. <p>Receiving money:</p> <ul style="list-style-type: none"> Money paid into your Account by Faster Payment during Normal Business Hours on a Working Day 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 by us when we are next open for business on a Working Day. 	Payments can be made by telephone by calling 0115 921 7260, through Digital Banking (see Condition 11 for more information) or via postal instructions sent to our Registered Office.
<p>Standing Order</p> <p>A standing order allows you to receive regular payments from an account.</p>	<p>Sending Money:</p> <ul style="list-style-type: none"> You cannot send money from your Account via standing order. <p>Receiving money:</p> <ul style="list-style-type: none"> If you wish to receive money by standing order, the payer will need to send the payment to our nominated clearing 	N/A.

Type of payment	How long will the transaction normally take?	Transaction methods
	account, details of which can be provided on request. The payer must quote your name and account number, otherwise the payment may be returned.	
Cheque	<p>Sending Money:</p> <ul style="list-style-type: none"> You can instruct us to write a cheque on your behalf into an account that is held in the same name as your Account. Such instructions can be sent by post only. Cheques that are written from your Account are usually honoured for up to 6 months. <p>Receiving money:</p> <ul style="list-style-type: none"> You can receive money by cheque made payable to you. If a cheque is made payable to us then we will require the account details of the recipient, so that it is clear who the money is intended for. Cheques received before 4:00pm on a Working Day will be processed the same day. Cheques received after 4:00pm or on a non-Working Day will be processed the next Working Day. <p>Uncleared funds:</p> <ul style="list-style-type: none"> We may allow withdrawals against a cheque 10 Working Days after it has been deposited with us, unless we received notice that it is not 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 money in the Account to cover it. We will notify you if a cheque that is deposited by you is not cleared. 	Cheques should be posted to our Registered Office for processing.
Refunds	Any refunds due on your Account will be processed by us when we receive it.	N/A.

7.2. The following restrictions apply to transactions made to and from your Account:

7.2.1 Payments made using telephone banking or Digital Banking can only be made into a Nominated Account. Payments made using postal banking can be made into an account that is held in the same name as your Account.

7.2.2 You are not permitted to pay a third party by any method.

7.2.3. Payments into your Account can only be made in Pound Sterling (£).

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

7.2.5. Unless otherwise stated in the Specific Conditions, you must complete a withdrawal form in order to make a withdrawal. If we do not have a withdrawal form on record then you will need to provide us with the account details for the Nominated Account (or in the case of postal banking the details of the account that is held in the same name as your Account).

8. INTEREST

- 8.1 We will tell you the interest rate that applies to your Account (and when it is charged, paid or credited) when you open it. This information is also available: -
- 8.1.1. in our Interest Rates leaflet;
 - 8.1.2. on our website;
 - 8.1.3. on Online Banking; and
 - 8.1.4. by asking our staff.
- 8.2. On our Accounts, we generally: -
- 8.2.1. calculate interest on a sum deposited by cheque 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; and
 - 8.2.2. calculate interest on a sum withdrawn up to and including the day before the day you make the withdrawal.
- 8.3. 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.
- 8.4. In the event of a negative interest rate this will be charged on the same basis as above and deducted from the account in the same timeframe as an interest credit.
- 8.5. 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):-
- 8.5.1. to respond to changes in the Bank of England bank (base) rate or interest rates generally (including the interest rates on similar accounts by other providers of financial services);
 - 8.5.2. to respond to changes in the law or the decision of a court or ombudsman;
 - 8.5.3. to meet relevant regulatory requirements;
 - 8.5.4. to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection; or
 - 8.5.5. to reflect changes to our costs, including administration costs and costs of providing services or facilities.
- 8.6. Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.
- 8.7. 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.
- 8.8. Changes may include the introduction or alteration of "bands" under which different rates apply depending on the amount in the Account.
- 8.9. Where the change is an increase in the interest rate payable to you, we will tell you about it as soon as possible after the increase and in any case, within 30 days of the change. We will tell you about the change by letter or we will publish it on our website.
- 8.10. Where the change is a reduction in the interest rate applied to your Account, 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 8.7). 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. The information on our website will be updated within three Working Days of an interest rate change.

9. ACCOUNT CHARGES

- 9.1. 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: -
- 9.1.1. Unpaid Cheque returned by bank £6.00
 - 9.1.2. CHAPS withdrawal £22.50
 - 9.1.3. Stopped cheque £10.00
 - 9.1.4. International payments £10.00 (plus processing and/or intermediary bank's charges)
 - 9.1.5. Faster payments £0.00
- 9.2. Except for charges in respect of unpaid cheques, we will explain the relevant charges to you before we carry out the transaction on your behalf.

- 9.3. 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):-
- 9.3.1 to respond to changes to our costs, including our administrative costs;
 - 9.3.2 to respond to changes in the law or the decisions of a court or ombudsman;
 - 9.3.3. to meet relevant regulatory requirements; and
 - 9.3.4. to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 9.4. Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 9.5. 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.
- 9.6. Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 9.7. We will give you at least 30 days notice (either by post or via your Digital Inbox) before the charge comes into effect.
- 9.8. If we give you notice of a change under Condition 9.1 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 losing any interest or pay any additional charges.
- 9.9. 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.
- 9.10. There may be other taxes or costs that are not paid through us or charged by us.

10. TELEPHONE BANKING

- 10.1 Unless otherwise stated in the Specific Conditions, You can access and manage your Account by telephone banking by calling 0115 921 7260. Lines are open during Normal Business Hours on a Working Day.
- 10.2 We reserve the right at any time to withdraw our telephone banking service.

11. DIGITAL BANKING

- 11.1. Unless otherwise stated in the Specific Conditions, You can access and manage your Account via Online Banking or the Banking App. Please See Schedule 1 for more information.
- 11.2 If we need to speak to you or let you know about something, we may send a message to your Digital Inbox, which you can access via Online Banking and in the Banking App. It's important that you monitor your Digital Inbox.
- 11.3. We'll keep a record of your transactions and you'll be able to see your activity in Online Banking or in the Banking App.
- 11.4. You can send us instructions in relation to your Account via Online Banking or the Banking App.
- 11.5. We'll assume that we're dealing with you and that you've authorised us to take action if you (or your appointed user) have used your Security Details to log-in to Online Banking or the Banking App. Sometimes we might ask you to reconfirm these details when you send us an instruction.
- 11.6. When you open your Account with us, you'll set up Security Details for your Account. You'll need to use these Security Details to login to Digital Banking. Details of how to change your Security Details will be available on our website.
- 11.7. You'll also need to set up separate Security Details for the Banking App that will be stored on your mobile device, including your biometric data. You shouldn't allow this feature if you share your mobile device with someone else and their biometric data is also saved on the device. If you do enable this feature, then you should be aware that they will also be able to log in to the Banking App and we will assume that their instructions have come from you.
- 11.8. You must keep your Account details and Security Details safe. We expect you to take the following precautions:
- 11.8.1. Always take reasonable steps to keep your Security Details secret at all times;
 - 11.8.2. Never tell anyone what your Security Details are, not even your joint account holder, another user, our staff or the police;
 - 11.8.3. Be aware of scams designed to trick you into sharing your Security Details or other information that could be used to defraud you. We'll never ask you to share your Security Details with us;
 - 11.8.4. Memorise your security details immediately and don't write them down;
 - 11.8.5. Check your Account and your statements regularly;
 - 11.8.6. Log out of Online Banking and the Banking App when you're finished using them; and
 - 11.8.7. Keep any devices you use to access Digital Banking, including your phone and laptop, secure.
- 11.9. We reserve the right at any time to withdraw Digital Banking.

12. AUTHORISED TRANSACTIONS

- 12.1. You are responsible for any transactions on your Account: -

- 12.1.1. Where you have authorised the transaction;
- 12.1.2. 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);
- 12.1.3. Where you have deliberately or with gross negligence disclosed your customer identification number and/or memorable details to any person; or
- 12.1.4. Where you have acted fraudulently.

13. MENTAL CAPACITY

- 13.1. If it appears to us that you do not have mental capacity, 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: -
 - 13.1.1. 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);
 - 13.1.2. in Scotland, until approval has been given by a factor, curator or tutor (if you have one); or
 - 13.1.3. in Northern Ireland, until approval has been given by a receiver, committee, guardian or controller (if you have one).
- 13.2. 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.

14. RESPONSIBILITY FOR LOSSES

- 14.1. In consideration of our complying with these General Conditions and any relevant Specific Conditions for a particular Account, you agree: -
 - 14.1.1. 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;
 - 14.1.2. 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 of our refusal and the reasons for it, to the extent we are permitted to do so under law and regulation.

15. MEMORABLE DETAILS

- 15.1. This Condition 15 is only applicable to accounts where Telephone Banking has been made available.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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: -
 - 15.4.1. 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;
 - 15.4.2. not make a record of the memorable details in any way resulting in them becoming known to another person; and
 - 15.4.3. inform us immediately if you know or suspect that any other person knows the memorable details.

16. INCORRECT AND UNAUTHORISED TRANSACTIONS

- 16.1. You must regularly check your Account activity. You must also carefully check your statements. If you notice any incorrect or unauthorised transactions, you must tell us straight away.
 - 16.1.1. The table below summarises the types of things that might go wrong, and what we will do in response:

Issue	Our response
We carried out your instructions incorrectly when we made a payment from your Account	We'll refund the amount withdrawn and any associated charges and put your account into the position it would have been in as if the incorrect transaction had never happened. This means we'll pay you any interest you would have earned on that amount.
You gave us incorrect instructions	We'll make reasonable efforts to recover your payment for you but this may be beyond our control. We may also charge you a fee for helping you with this. If we can't recover the payment, then we won't refund you. You should contact the recipient's bank directly for a refund.
A transaction on your Account was not authorised by you	We'll refund the amount withdrawn and any associated charges as soon as possible and put your Account into the position it would have been in as if the unauthorised transaction had never happened. This means we'll pay you any interest you would have earned on that amount.
We've incorrectly executed payment instructions where a payment is being made into your Account (including where we haven't credited a deposit to your Account)	We'll immediately put your Account into the position it would have been in as if the error never happened. We won't do this if the error was made by someone else, such as Faster Payments, CHAPS, Cheque and Credit Clearing or another bank.

- 16.2. You must tell us as soon as possible (but no later than 13 months from the date the transaction was debited from your account) about the issue by calling 0115 921 7260 and if necessary, cooperate with our investigation into what went wrong.
- 16.3. The time for processing may be longer, or you may not be entitled to a full or any refund if you've been careless with your Security Details, customer identification number or memorable details, for example if you've failed to follow the steps to keep your Account secure or haven't told us of suspected fraud.
- 16.4. We can refuse or restrict at any time the amount which can be withdrawn from any Account. We will only do this if: -
- 16.4.1. 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;
 - 16.4.2. we are required to do so by any law, regulation or court order;
 - 16.4.3. there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the Account;
 - 16.4.4. 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
 - 16.4.5. 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).
- 16.5. In the case of 16.4.4 and 16.4.5 above:-
- 16.5.1. we will act proportionately to the circumstances in question;
 - 16.5.2. we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
 - 16.5.3. we will take into account the interests of the Bank as a whole;
 - 16.5.4. we will, if practical, give advance notice; and
 - 16.5.5. we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.
- 17. AUTHORISED PUSH PAYMENT FRAUD**
- 17.1. Authorised Push Payment (APP) Fraud is a transfer of funds by an account holder to a recipient that they believed were for legitimate purposes, but which were in fact fraudulent. The Bank does not accept responsibility for any authorised payments that have been transferred to a fraudulent account.

- 17.2. If you receive any emails purporting to be from 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.
- 17.3. Any suspicious emails can be forwarded to info@kingdom.bank. Alternatively, you may choose to contact Action Fraud on 0300 123 2040 or actionfraud.police.uk.
- 17.4. Further information and advice about Fraud awareness can be located via the government's 'Take Five' campaign at takefive-stopfraud.org.uk.

18. CLOSING YOUR ACCOUNT

- 18.1. You can close your Account at any time, subject to any Specific Conditions that apply to particular Accounts and to our normal administration requirements.
- 18.2. We can close your Account at any time without giving any reason, but (except in the exceptional circumstances set out below): -
 - 18.2.1. 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);
 - 18.2.1 we will not close a fixed term Account before the end of the fixed term unless any of the exceptional circumstances referred to in clause 18.3 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.
- 18.3 The exceptional circumstances mentioned in clause 18.2.2 are the following and if any of them apply we can close your Account by immediate written notice:-
 - 18.3.1. you have deliberately given us any false information in relation to your Account;
 - 18.3.2. you were not entitled to open the Account, or you are no longer eligible to hold it;
 - 18.3.3. if you are a business customer, the nature or purpose of the entity originally approved to operate the Account has changed;
 - 18.3.4. if you are a business customer, your directors or beneficial owners stop being a UK resident or a UK tax resident, or become a "US person";
 - 18.3.5. 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;
 - 18.3.6. you threaten, or are abusive towards, our staff;
 - 18.3.7. we receive notification that you have been made bankrupt or are subject to any insolvency procedure;
 - 18.3.8. we reasonably suspect that the account is being used for an illegal purpose;
 - 18.3.9. the contract between us is void or unenforceable at law; or
 - 18.3.10. we have a legal or regulatory obligation to close the Account.
- 18.4. 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.
- 18.5. 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.

19. STATEMENTS

We will send you at least one statement each year.

20. TAXES

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.

21. JOINT ACCOUNTS

- 21.1. 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 21 which takes precedence for purposes other than tax.
- 21.2. Unless the Specific Conditions for a particular Account specify otherwise, Accounts can be opened in the names of two people.
- 21.3. 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.

- 21.4. Withdrawals and other transactions on a joint Account need the signatures of both account holders, unless we have been given authorisation by both account holders to accept the signature of any one joint account holder.
- 21.5. 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):-
 - 21.5.1. require the signatures of all Account holders, despite any authorisation that has been given to us previously under these General Conditions; and/or
 - 21.5.2. freeze the account.
- 21.6. 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.
- 21.7. 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.
- 21.8. 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.

22. ORGANISATIONS, ETC

- 22.1. 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 ("**Officers**"). We will also require evidence of identity and address for your Officers. Each Officer will also need to set up their own Security Details.
- 22.2. You will be responsible for the actions of each Officer. Each Officer can give us instructions on their own. This means that if one Officer sends us an instruction in line with a mandate, including to withdraw the full balance of the deposit or to close the Account, we will act on it without checking with the other Officers first.
- 22.3. In the circumstances set out in Condition 22.1, 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.

23. THIRD PARTIES

- 23.1 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.
- 23.2. Nothing in these General 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.

24. UNCLAIMED BALANCES AND DORMANT ACCOUNTS

- 24.1. 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.
- 24.2. 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).

25. CHANGING THESE CONDITIONS

- 25.1. We can change these General 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):-
 - 25.1.1. to respond to changes in the law or the decisions of a court or ombudsman;
 - 25.1.2. to meet relevant regulatory requirements;
 - 25.1.3. to make the terms clearer or fairer;
 - 25.1.4. to provide you with extra benefits or services; or

- 25.1.5. to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 25.2. 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 25.1. This does not apply to fixed term Accounts unless we are required to do so by law.
- 25.3. Any change we make under Condition 25.1 or 25.2 will be proportionate to the circumstances giving rise to the change.
- 25.4. 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.
- 25.5. 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).
- 25.6. If you are unhappy with any change referred to in Condition 25.5, 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.
- 25.7. 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.
- 25.8. This Condition 25 does not apply to changes to interest rates or charges, which are dealt with in Conditions 8 and 9.
- 25.9. 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.

26. NOTICES

- 26.1. You will be taken to have received any letter or other personal notice 48 hours after the Working Day we have sent it to you.
- 26.2. 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.
- 26.3. 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.

27. MATTERS BEYOND OUR CONTROL

- 27.1. 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.

28. LIABILITY

- 28.1 Nothing in these General Conditions is intended to limit or restrict any liability we may have (and which cannot be excluded or restricted): -
 - 28.1.1 under FCA Rules; or
 - 28.1.2 under any other legal or regulatory requirement.

29. GOVERNING LAW AND JURISDICTION

Our relationship with you is governed by the laws of England and Wales, and any legal case between us will be dealt with by the courts of England and Wales. If you live in Scotland, Scots law applies to our relationship and any legal case between us will be dealt with by the Scottish courts. Similarly, if you live in Northern Ireland, Northern Ireland law applies, and any legal case will be dealt with by the Northern Irish Courts.

30. SEVERANCE

If for any reason any part of these General Conditions or the Specific Conditions becomes invalid or is held to be unenforceable, we'll treat that term as no longer applying to our relationship. If that happens, the rest of the agreement will continue to apply as if the term no longer exists.

31. ASSIGNING AND TRANSFERRING OUR RIGHTS AND OBLIGATIONS

- 31.1 We can transfer all of our rights and obligations under this agreement and your Account to another person. If this happens, you'll have at least the same rights in relation to your Account. We'll only do this if we reasonably believe the other person is capable of performing them, and where the other person has the proper authorisations to deal with your Account.
- 31.2 You can't transfer any of your rights and obligations under this agreement or your Account to any other person.

32. LANGUAGE

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

SCHEDULE 1

DIGITAL BANKING

1. WHAT IS DIGITAL BANKING?

- 1.1 You can register for Online Banking and/or download the Banking App to access and manage your Account.
- 1.2 This Schedule covers your use of Digital Banking, and any related services or tools we make available to access or through Digital Banking.
- 1.3 You should be aware that some features of Digital Banking may not be available on all computers, devices or operating systems.

2. RESTRICTING YOUR ACCESS

- 2.1 We may restrict or block your access to Digital Banking if you haven't taken steps to keep your account secure, have disclosed your Security Details to another person, or otherwise haven't complied with the Digital Banking terms. This is in addition to any steps we can take to close or suspend your account under Condition 18.
- 2.2 We can also restrict or block your access to Digital Banking if you try to access it from a country that's subject to sanctions, or if we think that there is a security risk that we should protect you from.

3. YOUR LICENCE TO USE THE BANKING APP

You are granted a limited, non-exclusive, non-transferable, royalty-free licence to use the Banking App and software embedded in it to open and manage your Accounts. This licence will end immediately when you end your relationship with us, at which point you must also delete the Banking App.

4. UPDATES

- 4.1 We're always looking to improve our services and ensure you have as much protection as possible when you're using Digital Banking. We'll make updates to the Online Banking and/or the Banking App to implement these improvements.
- 4.2 Sometimes Digital Banking will be unavailable while we're making changes. We'll normally let you know if we're planning to do this. If we have an emergency or need to do unplanned maintenance, we'll try to let you know as soon as possible.
- 4.3 If we've made an update, you may need to update your browser or software or agree to new terms before you can keep using Digital Banking.
- 4.4 Similarly, if we release a new version of the Banking App, you must download the update as soon as possible. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the Banking App may not work the way they're meant to. We're not responsible for the performance of the Banking App on your phone if you don't update the Banking App or your phone's operating system to the latest version available. There may also be situations where the Banking App is not compatible with your phone or operating system, or Online Banking isn't compatible with your internet browser. You can find more information on compatibility in our FAQs section on our website.

5. YOUR DIGITAL BANKING OBLIGATIONS

- 5.1 You must only use the Online Banking and the Banking App to view your Accounts with us, and to send us instructions or other messages.
- 5.2 You must not do any of the following:
 - 5.2.1 transfer the Banking App to anyone else's phone, or use your credentials to log-in to an instance of the Banking App installed on anyone else's phone;
 - 5.2.2 sell, license, assign, transfer, distribute or otherwise provide access to the software embedded in the Banking App to any third party;
 - 5.2.3 copy, distribute, translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any aspect of Digital Banking (including any aspect of the software embedded in the Banking App) or help anyone else to do any of these things;
 - 5.2.4 use Digital Banking in any unlawful manner or in breach of your agreement with us;
 - 5.2.5 use Digital Banking in a way that could damage it, stop it from working, or affect our systems or other customers – such as by hacking into or inserting malicious code into the Banking App or a system that supports it;
 - 5.2.6 collect or harvest any information or data from Digital Banking or our systems or attempt to decipher any transmissions to or from our systems; and/or
 - 5.2.7 upload any content, which is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person.

6. OUR OBLIGATIONS

- 6.1 We'll take reasonable steps to make sure Digital Banking works as described and is safe and secure and free from viruses or other malicious or damaging code. We'll make sure that Digital Banking will be available at all times, unless:
- 6.1.1 we're making changes to our systems;
 - 6.1.2 we can't provide the Digital Banking services for technical, security, legal or regulatory reasons; or
 - 6.1.3 where there are unusual or unavoidable circumstances that aren't in our reasonable control (for example, if your internet connection stops working or there's a problem with your mobile device).
- 6.2 We're not responsible for any equipment, software or user documentation which someone other than us has produced for use with Digital Banking, or any service you use to access Digital Banking that we don't control.
- 6.3 We also aren't responsible for anything that happens if you choose to use Digital Banking outside the United Kingdom.

7. TROUBLESHOOTING

- 7.1 We're responsible for the Banking App and the underlying software. Please make sure that you download updates when they become available so that it stays working for you. Your app store provider isn't responsible for it or for providing any maintenance or support. If you have any problems with Digital Banking, or if there are any other matters you need to raise, please contact us.
- 7.2 Similarly, you acknowledge that if you have any claim, dispute or action which arises in relation to Digital Banking or the underlying software, you will raise this with us and not seek to bring any such claim, dispute or action against any underlying software provider.

8. NO TRANSFER OF INTELLECTUAL PROPERTY

All rights, title and interest in and to the Banking App (the "Software") is owned by us or our licensors. The Software constitutes our, or our licensors, proprietary information and trade secrets and is protected intellectual property throughout the world. Neither your use of the Software nor any provision of these General Conditions shall be considered as transferring or conveying to you or any third party any right, title or interest in or to the Software or any associated intellectual property rights, but only a limited right of use, revocable in accordance with these General Conditions.



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