

Personal Savings

# **General Terms and Conditions**

Effective from 15 March 2024

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# General Terms and Conditions

## Effective from 15 March 2024

These General Terms and Conditions set out how we operate Recognise Personal Savings Accounts and each of our rights.

These General Terms and Conditions set out the agreement between you and us. The Terms and Conditions include the relevant Product Terms and Conditions for your Recognise Personal Savings Account, and these General Terms and Conditions.

It is important that you read these Terms and Conditions and retain a copy for your records. You can download these Terms and Conditions online, or, if you are not able to save a copy for your records or require large print, braille or an audio version then please contact us and we will send you a copy.

You can also find a copy of these Terms and Conditions on our website [[www.recognisebank.co.uk](http://www.recognisebank.co.uk)] at under the 'Important Information' section of the Personal Savings hub page.

In the Terms and Conditions 'we', 'our' and 'us' means Recognise Bank Limited (or another company we transfer this agreement to). 'You' and 'your' means the person(s) in whose name(s) we maintain the Recognise Personal Savings Account.

These General Terms and Conditions apply unless there is an inconsistency with the applicable Product Terms and Conditions. If this is the case, the relevant provision of the Product Terms and Conditions applies and we will signpost where this is the case.

## Meanings in these General Terms and Conditions

<b>Account</b>	Means your Recognise Personal Savings Account with us.
<b>Account Balance</b>	Means the amount in your Account.
<b>Account Opening Details</b>	Means the information and documents we require from you to open your Account.
<b>BFPO</b>	British forces post office.
<b>Business Days</b>	Means Monday to Friday, excluding public holidays in England.
<b>Calendar Day</b>	Means all days in a month, including weekends and public holidays.
<b>CHAPS</b>	Means Clearing House Automated Payment System: a way of electronically transferring money from one bank account to another.
<b>Correspondence Address</b>	Means the address which we hold for the first named Account Holder, except where the Account is under a power of attorney or where an order has been issued by the Court of Protection in respect of the Account. For these cases, we will use the address we are told to use as the Correspondence Address. Your Correspondence Address will be the postal address associated with your Account.
<b>Court of Protection</b>	Means a court in England and Wales which has jurisdiction over the financial affairs of people who lack mental capacity to make decisions for themselves.
<b>Credit/Credited</b>	Means money that has been paid in but may not be immediately available to withdraw.
<b>Electronic Transfer</b>	Means any payment that is made via CHAPS, Faster Payments or standing order.
<b>Faster Payments</b>	Means the UK service that allows you to send and receive payments quickly. We process Faster Payments in batches several times a day.
<b>Fixed Rate Account</b>	Means an Account that pays a fixed rate of interest for a specified Term.
<b>General Terms and Conditions</b>	Means the terms and conditions set out in this document.
<b>Initial Deposit</b>	Means the first deposit which is credited to your Recognise Savings Account.
<b>Joint Account</b>	Means an account to which two individuals have access.
<b>Joint Account Holder</b>	Means one of the parties to a Joint Account.
<b>List of Charges</b>	Means the booklet or webpage showing our standard charges which may apply to your Account and which may change from time to time.
<b>Maximum Balance</b>	Means the total balance that can be held by a Customer across all of its Recognise Business and Personal Savings Accounts.
<b>Nominated UK Bank Account</b>	Means the UK current account in your name (or in the name of your Joint Account Holder(s)) which you provided during your application. This is the account you must make payments to and from, except where transfers to other Recognise Savings Accounts are allowed.

## Meanings in these General Terms and Conditions

<b>Notice Account</b>	Means an Account that requires you to give us notice before you can withdraw your money and which is described in the Product Terms and Conditions.
<b>Notice Period</b>	Means any minimum period of notice you must give, as specified in the Product Terms and Conditions, to make withdrawals or close your Account.
<b>Online Account</b>	Means the service we provide on our website or any other website that we may tell you about and includes the part of our website which you access with your User ID.
<b>Periodic Review</b>	Means a periodic review of the information we hold about you, reaffirming that the information we hold is an accurate reflection and assessment of you or your business.
<b>Privacy Notice</b>	Means our policy governing the way we collect, process and control personal data can be found at <a href="http://www.recoginsebank.co.uk/privacy-notice">www.recoginsebank.co.uk/privacy-notice</a>
<b>Product Terms and Conditions</b>	Means the terms and conditions, as well as any literature we give you, or is supplied on our website when you open your Account, setting out the specific terms of the Account (including for the avoidance of doubt in any summary box relating to the relevant product).
<b>Relationship</b>	Means the relationship you have with us, including the opening and operation of your Account.
<b>Screening Checks</b>	Means checks against regulatory, law enforcement and other lists and requirements, which we undertake to safeguard against illegal activity (these include verification of your identity and address).
<b>Summary Box</b>	Means the key product information about your Account which is provided before you open your Account and which can be found on our website.
<b>Security Information</b>	Means the password and memorable information you provided when you set your Account.
<b>Secure Message</b>	Means any information or communication we send to you via your electronic mailbox in your Online Account and accessed using your User ID.
<b>Term</b>	The period of time during which the interest rate on a Fixed Rate Account is fixed.
<b>Terms and Conditions</b>	Means together the General Terms and Conditions and the Product Terms and Conditions which apply to a particular Account.
<b>User ID</b>	Means the unique username given to an Authorised User to use when managing your Account.
<b>Welcome Pack</b>	Means the communication which is sent to you from us which contains important information that you will need to manage your Account.
<b>Website Terms of Use</b>	Means our terms governing how you use our website.

Words and expressions in the singular shall include the plural, and vice versa, where applicable.

## 1. Opening a Personal Savings Account

- 1.1. Recognise Savings Accounts are available only to those individuals aged 18 or over, unless the Product Terms and Conditions state otherwise. You must also be resident in the United Kingdom for tax purposes and you cannot use your Account for business purposes.
- 1.2. You should read these General Terms and Conditions and the Product Terms and Conditions, as well as the current interest rates, before making your application.
- 1.3. The Account Holder(s) is/are the person(s) named in the application for a Recognise Savings Account. Unless the Product Terms and Conditions state otherwise, after you open your Account you can add and remove Account Holders by sending us written notice signed by all Account Holder(s). There must be at least one Account Holder and no more than two Account Holders on your Account at any time.
- 1.4. You can apply to open an Account online through our website or through your Online Account if you are an existing customer. If we need additional information, we'll contact you.
- 1.5. We'll ask you to set up Security Information which helps us keep your Account secure. When you contact us about your Account we'll ask for some Security Information and we'll only accept the information from the Account Holder(s) or a person with a suitable power of attorney. We will never ask you to tell us your password. If you are worried about the security of your Account you can contact us by telephone on 03458 727 888.
- 1.6. To operate your Account, you'll need to link it to a Nominated UK Bank Account. You'll need to give us the details of your Nominated UK Bank Account when you apply for your Account. It must be a UK current account in your full name and have the ability to make and receive Electronic Transfers. If you open a Joint Account you can only have one Nominated UK Bank Account. You will use this Nominated UK Bank Account to transfer money to and from your Account. You can only link one Nominated UK Bank Account across all your Accounts with us. You may change your Nominated UK Bank Account by logging into your Account, going to the 'change my details' section and following the instructions online.
- 1.7. You confirm that any money you deposit is not the proceeds of any criminal offence, whether committed by you or by another person, or connected to any other type of illegal activity.
- 1.8. We may refuse to open an Account if, in our reasonable opinion, you have not provided satisfactory Account Opening Details. We may also refuse to accept a deposit made to your Account at our absolute discretion without giving any reason. In these circumstances, we may not notify you of our decision or why we are taking this action. We also have the right to close your Account under clause 1.9 if following any Periodic Review we determine that you no longer meet the eligibility criteria or satisfy any other legal or regulatory requirements.
- 1.9. We won't open your Account until we've verified the identity and address and undertaken Screening Checks of the Account Holder(s). We may do this electronically using an appropriate external agency and/ or by asking you for documentary evidence. We may also carry out a Periodic Review and / or further due diligence checks at any time whilst you have an Account with us. Please refer to our Privacy Notice which details the legal basis for carrying out the Screening Checks and the measures we take to protect data. We may delay or decline the processing of your application, or any other instruction, until we've received satisfactory evidence and completed verification of your identity and address to our satisfaction.
- 1.10. We cannot accept money sent to us until (a) we've received evidence of and verified the identity and address of the Account Holder(s) to our satisfaction, (b) your Account has been opened and (c) an account number has been generated. Any monies sent to us before this has happened may be returned to the paying bank.
- 1.11. We will close your Account if you've not made your Initial Deposit into your Account within 14 Calendar Days of your Account opening or as otherwise set out in your Product Terms and Conditions. We may also cancel your application if after 14 Calendar Days of your initial application, we have not received all Account Opening Details as requested by us, or based on the Account Opening Details provided by you, we have not been able to complete the verification of your identity and address to our satisfaction.
- 1.12. We might, from time to time, issue other savings products with similar or different terms without offering you the opportunity to transfer your deposit into the new savings product. If we stop offering a Personal Savings Account to new customers, we aren't required to let you know. If this happens, your Personal Savings Account will remain unaffected.

- 1.13. We may stop offering a Recognise Savings Account from our range without notice and refuse to accept any further applications.
- 1.14. Your Product Terms and Conditions confirm whether your particular Account does or does not include a right to cancel your agreement within 14 Calendar Days from us receiving your Initial Deposit. You can exercise your right to cancel by sending us a Secure Message through your Online Account or contacting us by letter. If you exercise your right to cancel, we'll return any money in your Account in keeping with Condition 8.1 and within 30 Calendar Days from the date that we receive your cancellation notice. We may deduct any charges for the services we have provided before we received your cancellation notice from the money we return to you. If you do not exercise your right to cancel, your Account will continue in accordance with these General Terms and Conditions and the Product Terms and Conditions.
- 1.15. You're entitled to access and use your Account in accordance with these General Terms and Conditions once we've confirmed your Account is open.
- 1.16. We may refuse to carry out any instruction without explanation where, in our reasonable opinion, to do so would or could be contrary to any applicable regulations or laws. We do not need to provide you with a reason for doing this.

## 2. Using your Personal Savings Account

### How we'll communicate with you

- 2.1. We'll accept instructions for your Account via your Online Account. However, if you need additional assistance you can also telephone or email us, using the contact details set out below and on our website. In some circumstances we may ask you to provide supporting documentation before we carry out your instruction, for example where you have changed your name. By giving us instructions via your Online Account you give consent for us to act upon them. This consent applies to all future and multiple transactions until you cancel or change them in accordance with these General Terms and Conditions.
- 2.2. Do not assume we've received your notice or instruction unless we've contacted you to confirm. If you make, change or cancel a payment using your Online Account, the on-screen confirmation of that instruction is your written confirmation that we've received it.
- 2.3. You may, upon reasonable notice to us, change or cancel any instruction you've given us for your Account. We will try to act on any changes to your instructions but there may be certain circumstances where we are unable to, such as where payments are already being processed.
- 2.4. If you change any of your personal details (such as your name, address, email address or Nominated UK Bank Account) you must tell us as soon as possible. You may be able to make some changes yourself using your Online Account. If not, you may be able to change the details by downloading, completing and returning to us the forms available by logging into your Online Account or by contacting us for more information. For some changes we may ask you to provide documentary evidence.
- 2.5. We will contact you by email, Secure Message through your Online Account or by post. It is important to keep your email, telephone number and postal address up to date as this is the primary way we will contact you. You should check regularly for emails or messages from us. We may also sometimes contact you by telephone or text message.

### Withdrawals and other transactions

- 2.6. You may only withdraw money up to your cleared Account Balance.
- 2.7. Where you allow it, you should be able to make a withdrawal either to your Nominated UK Bank Account or another Recognise Savings Account which will be Credited to your Account, provided the withdrawal is made before 2pm on any Business Day. You can only make withdrawals in pound sterling (£).
- 2.8. You can see details of all deposits to and withdrawals from your Account by logging into your Online Account. Details of those transactions are usually available to view immediately after we've processed them. You can get statements online, however if you ask us to, we can send written confirmation of any deposit or withdrawal you make by email or post. If you request information about a transaction, we'll provide this to you as soon as reasonably possible after your request.

- 2.9. The information we make available to you under Condition 2.8 is:
- The dates and amounts of any transactions.
  - Any charges on such transactions (with a breakdown if appropriate).
  - Any interest earned and applied to your account.

## Maximum and minimum balances

- 2.10. The Summary Box will give details of the minimum balance which must be held in that Account.
- 2.11. If you make a withdrawal which would take your Account Balance below its specified minimum, we may, depending on your individual circumstances, automatically close it during the withdrawal process and transfer the whole Account Balance to your Nominated UK Bank Account.
- 2.12. You may hold a maximum of £85,000 across all your Recognise Savings Accounts – which includes Accounts held in your sole name as Account Holder, some Business Accounts and any share you have in a Joint Account. This threshold reflects the current Financial Services Compensation Scheme depositor protection amount which means that your deposits held with us would be guaranteed (as described in Condition 12 below). When calculating your combined balance across all of your Recognise Savings Accounts, we'll treat any balances held in Joint Accounts as being shared equally between both Joint Account Holders. For example, if you hold £20,000 in an Account in your sole name and hold £30,000 in a Joint Account as a Joint Account Holder, we'll consider you to hold half of the Joint Account balance (i.e. £15,000) and therefore your combined balance is £35,000.
- 2.13. We will reject and return the full amount of any deposits that would take you over the maximum balance. If this happens we'll return these to the paying bank without interest.
- 2.14. If the amount of interest earned and credited to your Account would take you over the maximum balance, we will credit such interest amount to your Nominated UK Bank Account. To avoid this happening on a regular basis, we may, at our own discretion, change the destination of your interest payments from the Account you have chosen to receive interest payments to your Nominated UK Bank Account. If we take this action we will notify you once such change has taken place.

## Making deposits

- 2.15. All deposits must be in pound sterling (£) and made by Electronic Transfer from your Nominated UK Bank Account or an existing Recognise Savings Account. We don't accept deposits in cash, cheque or bankers draft, foreign currency or crypto currency and we cannot accept deposits into your Account from third parties.
- 2.16. You must make all deposits from your Nominated UK Bank Account or from another of your Recognise Savings Accounts (if the Product Terms and Conditions allow). If you make a deposit from elsewhere, we will return it to the paying bank account without interest. If we do this, we are not legally responsible for any losses which you incur as a result. Where the Account type allows further deposits, as set out in the Product Terms and Conditions, you may make them in the same way.
- 2.17. In order to make a deposit, you'll need to provide your bank with our sort code and bank account number. You'll also need your Account number or application reference that you received on opening your Account. You'll find our sort code and account number in your Welcome Pack or on our website. You can also call or email us to ask for them. You cannot make a deposit until your Account is open.
- 2.18. When making deposits, you're responsible for making sure your bank correctly provides the information we've asked for when making deposits. If we don't receive the correct information, we cannot allocate the money to your Account and we'll return it without interest. If this happens, we're not liable for any losses you incur as a result.
- 2.19. If an error occurs when you make a deposit by Electronic Transfer that is not our fault, we may be able to help you or your bank or building society investigate. We'll typically do this without any charge; however, in some instances it may be necessary for us to apply a fee (to reflect charges incurred by us). If this happens, we'll let you know and ask for your consent before we take any action.
- 2.20. Deposits must be made in accordance with these General Terms and Conditions. If they are not then we may return them without any interest.



2.21. If, in error, we allocate money to your Account that is not yours, you must tell us about it immediately when you become aware and make arrangements to return the money. If we ask you to, and in keeping with our instructions, you must return all the money, including any interest earned.

2.22. We will Credit any money to your Recognise Savings Account in accordance with the following cut off times:

- where you make a deposit before 8pm on a Calendar Day, the money will be credited to your Recognise Savings Account on the same Calendar Day and will show on your transaction history of your Recognise Savings Account in your Online Account, provided all deposit validation is passed;
- where you make a deposit after 8pm on a Calendar Day, provided all deposit validation is passed, the money will be credited to your Recognise Savings Account on the next Calendar Day, but will be backdated on your transaction history to the date the deposit was received.

2.23. You will earn interest from the Calendar Day on which your deposit was received.

## Viewing statements, transactions and notifications

2.24. You can see details of all deposits to and withdrawals from your Account by logging into your Online Account. Details of those transactions are usually available to view immediately after we've processed them. You can get statements online, however if you ask us to, we can send written confirmation of any deposit or withdrawal you make (by email/post). If you request information about a transaction, we'll provide this to you as soon as reasonably possible after your request.

2.25. The information we make available to you under Condition 2.24 is:

- the dates and amounts of any transactions, along with their payment references;
- any charges on such transactions (with a breakdown if appropriate);
- any interest earned and applied to your Account.

## Unauthorised payments

2.26. If you believe that a payment on your Account was made incorrectly, you must tell us as soon as possible by emailing support@recognisesavings.co.uk or calling us on 0345 872 7888.

2.27. Other than as set out in Conditions 2.18, 2.19 and 2.8, if a transaction has taken place on your Account which you did not authorise in line with these General Terms and Conditions, we will refund the transaction amount and, where necessary, restore your Account to the position it would have been in if the unauthorised payment had not taken place.

2.28. You will be liable for all of our losses in respect of any unauthorised transactions on your Account, where you have acted fraudulently or have deliberately, or with gross negligence, failed to comply with these General Terms and Conditions.

2.29. Unless you have acted fraudulently, deliberately or with gross negligence, you will not be liable to us for any losses in respect of any unauthorised transactions on your Account if they arise after you have given us notice under Condition 2.27, or we have failed to provide you with an appropriate way of giving us that notice.

2.30. If you want to make a claim for an unauthorised payment, in accordance with Condition 2.26, you must tell us as soon as possible. We will not refund any transaction which takes place 13 months or more prior to the date on which you notify us that the transaction was unauthorised.

## 3. Interest

3.1. When you deposit money into an Account, you'll earn interest from the Calendar Day we receive the money.

3.2. You'll earn interest on any amount you withdraw from your Account until the Calendar Day prior to your withdrawal.

3.3. You can find all applicable interest rates on our website or by logging into your Online Account.

3.4. You can get a "summary of interest" to show how much interest has been paid on your Account at any time by logging in to your Online Account. You will also receive an annual statement (which will be sent to you by post and available in your Online Account. This information can be used when calculating any tax you may owe on your savings, which it is your responsibility to declare.

- 3.5. Interest is paid gross without the deduction of tax, whenever permitted by law. We may deduct tax before paying interest if laws and regulations come into force which require us to do so.
- 3.6. It's your responsibility to declare the interest earned to the appropriate tax authority. You should seek independent advice about any change in tax regulations and guidance.

## 4. Joint Accounts

- 4.1. If you have a Joint Account, we may act on the instructions given by either of the Joint Account Holders (subject to Conditions 3.3 and 3.5).
- 4.2. If we receive notice of a dispute between the Joint Account Holders, we'll only accept future instructions in writing, signed by both Joint Account Holders. Under these circumstances, you'll need to operate your Joint Account by post. We are not responsible for any transactions made, or instructions given, by either Joint Account Holder before we receive and validate the notice. If we have reasonable grounds for believing you cannot resolve your dispute, we may close the Joint Account giving you advance notice under Condition 7.3..
- 4.3. Each Joint Account Holder, both individually and together, is bound by these Terms and Conditions. Both of you are fully responsible for all instructions given to us and for any money due under the Terms and Conditions.
- 4.4. We can remove a Joint Account Holder at any time, as long as both Joint Account Holders agree in writing.
- 4.5. If we receive conflicting instructions from Joint Account Holders we may refuse to carry out any transactions or instructions until we've clarified and confirmed them with both Joint Account Holders.
- 4.6. For a Joint Account, there can only be one Nominated UK Bank Account. This account can be either a sole account in the name of one of the Joint Account Holders, or a joint account in the names of both Joint Account Holders. However, if the Nominated UK Bank Account is a sole account, only the holder of the Nominated UK Bank Account can make, change, or cancel any payment instructions between the Joint Account and the Nominated UK Bank Account.

## 5. Protecting your Personal Savings Account

- 5.1. Once we've set up your Account we'll send you your User ID. During your application we'll have asked you to set up your Security Information. You'll need this along with your User ID to operate your Account through your Online Account. It is your responsibility to make sure you keep your User ID and Security Information safe and secret at all times. Do not select answers that someone could easily guess and do not write them down or save them on a computer or mobile phone. If you think, or know, someone has access to this information, you must tell us immediately. We can help you process to change your password and check that any compromised passwords have not been used to access your Account.
- 5.2. If you have any problems operating your Account online or discover an error, you should tell us about it as soon as you become aware.
- 5.3. You must contact us immediately if you suspect any fraudulent, or other unauthorised activity, has taken place on your Account.
- 5.4. If you believe that someone has fraudulently used your Account, you should report it to Action Fraud by using the online fraud reporting tool at <https://www.actionfraud.police.uk/> or by calling 0300 123 2040. By agreeing to these General Terms and Conditions you give us your permission to provide the police, or other financial crime agencies, with any information they need during any investigation.

- 5.5. We may suspend or refuse to carry out transactions on your Account if we identify adverse information, we're ordered to do so by an appropriate legal or regulatory body or authority, or if we have reasonable grounds to believe that:
- We're required to do so under law and regulation;
  - You haven't provided sufficient information for us to confirm your identity;
  - You're not adhering to these general terms and conditions;
  - Your account is being used for illegal purposes (whether by you or a third party);
  - Your security information has been lost, stolen or may be known to or being used by someone else;
  - The relationship between us has broken down and in our reasonable view cannot be repaired (for example you've acted with abusive or threatening behaviour towards our employees);
  - There's a dispute (which we reasonably believe may be genuine) about the ownership or entitlement to the money in your account;
  - A bankruptcy order is made against you or we reasonably believe that one is likely to be made;
  - There are circumstances beyond our reasonable control that prevent us from offering a normal service (such as an act or threat of terrorism, pandemic or computer failure not caused by us).
- 5.6. We will try and contact you by phone if we suspect unauthorised or fraudulent activity on your Account or if a security incident affects your Account. If we suspend your Account or a transaction, we'll tell you as soon as we can unless it is unlawful for us to do so or it has a negative effect on our reasonable security measures. Once you've received our notice, can contact us to discuss the suspension in more detail and we'll respond to the extent this is appropriate. As soon as we've resolved the circumstances that led to the suspension, we'll lift it from your Account or transaction.
- 5.7. We'll never write, email or call to ask you to provide your Security Information, but we may ask you to provide selected personal information in order to confirm your identity before we give you information about your Account by telephone.
- 5.8. To mitigate the risk of fraudulent activity, your Account may become dormant if there hasn't been any activity on the Account and/or contact from you for five years. To regain access to your Account we may ask you to provide proof of your identity and residency.
- 5.9. If you have made no deposits into or out of your Account for 15 years or more (or any other period given by law and regulation) we may transfer any money left in it to a 'reclaim fund'. A [reclaim fund](#) is a separate organisation authorised to accept unclaimed money in 'dormant' bank accounts which is distributed for the benefit of the community, while protecting the rights of customers to reclaim their money. If we take this action, you are entitled to claim your money and any interest due on it back from the reclaim fund.
- 5.10. The Account will always be your property and upon your death (depending on whether it is a Joint Account) it will become part of your estate, no matter how many years have passed.

## 6. Online Accounts

- 6.1. We provide your Online Account in accordance with our Website Terms of Use (available on our website).
- 6.2. We can accept online instructions from you as soon as you login to your Online Account.
- 6.3. You must have a valid and current personal email address to open and operate your Account. You must tell us immediately if your email address changes. You should do this through the Online Banking.
- 6.4. Through your Online Account you can review your balance and transactions as well as request changes to your Account or personal details. We recommend that you regularly check your transactions. If there are ever any transactions you don't recognise, you must contact us immediately.
- 6.5. You are responsible for the security of the computer you use to access your Online Account and for making sure it is protected from external attempts to gain access to your Account. We also strongly recommend your virus checking software and personal firewall software are up-to-date.

- 6.6. We recommend that you do not access your Account from a public computer, for example, in a library or an internet café. When accessing your Online Account, if you leave your computer unattended, you should lock it to prevent unauthorised access to your Account. Accessing your Online Account from another country may depend on legal or other restrictions. By accepting these General Terms and Conditions, you agree that use of your Online Account is at your own risk. For further information about how to stay safe online, you can visit the NCSC [website here](#).
- 6.7. When you use your Online Account you must make sure your computer and internet connection comply with any requirements we tell you about. You must also follow any procedures and instructions we give you in any communication or on our website.
- 6.8. Your Online Account is secure but disconnection from the internet does not mean that you've logged off from the website. You should always log off when you have finished. For added security, your Online Account includes an automatic log off feature where we'll automatically log you off if you do nothing on our website for a set period of time.
- 6.9. We are not responsible for any costs or charges incurred by you from your internet service provider or other network provider in order to access our website or Online Banking.
- 6.10. For technical or other reasons there may be times when you are unable to access our website or some or all of your Online Account. We cannot guarantee that your Online Account will be available at all times but we will try our best to do so.
- 6.11. Links provided from our website to other websites are there solely for your information. We cannot accept responsibility for these websites. Nor can we accept responsibility for external websites that link to our website.
- 6.12. Most communication will be by Secure Message. We may also contact you by SMS message (to reset your password) or by email to invite you to login to your Online Account to review a Secure Message or other information regarding your Account.

## 7. Closing your Personal Savings Account

- 7.1. When you close your Account, we'll pay the balance and any interest due into your Nominated UK Bank Account. The interest due will be any interest you've earned up to the Calendar Day before you closed your Account. We'll only pay money to your Nominated UK Bank Account, except where expressly provided for under these General Terms and Conditions.
- 7.2. Your Product Terms and Conditions provide information on whether it is possible for you to close your Account and any specific conditions that must be adhered to.
- 7.3. Under normal circumstances we won't close your Account without giving you two months' notice by post to your Correspondence Address, unless we state otherwise in your Product Terms and Conditions. We may however close your Account immediately in exceptional circumstances. Examples of these are where:
  - You have materially breached the General Terms and Conditions or the Product Terms and Conditions;
  - You've used threatening or abusive behaviour towards our staff, employees or contractors;
  - If we suspect that your Account has been used improperly or misused any other bank account where it becomes known;
  - You're not, or are no longer, eligible for the Account (including following a Periodic Review);
  - You've given us false or misleading information in applying for the Account;
  - You've interfered with or disrupted (or have tried to interfere or disrupt) our website;
  - There are exceptional circumstances affecting our business that make it commercially prudent to do so; or
  - For any other legal or regulatory reason
- 7.4. We would never close your Account, or threaten to do so, in response to a complaint you make. (you can always give us feedback on our products and services).
- 7.5. If you, or we, close your Account, we and you retain the rights under Conditions 9 and 10 and any rights we and you may have under law and regulation. The data protection provisions set out in Condition 8 also continue to apply in respect of any of your personal information we hold.
- 7.6. Unless you are in the British Forces, if you move outside of the United Kingdom we'll close your Account and pay the Account Balance and any outstanding interest to your Nominated UK Bank Account. The interest will include any interest you've earned up to the Calendar Day before we close your Account.

- 7.7. If you are in the British Forces and you move outside the United Kingdom to a BFPO address, we will allow your Account to stay open. We'll continue to pay you interest while you live at the BFPO address.

## The Death of a Joint Account Holder

- 7.8. In the unfortunate event that one of the Joint Account Holders dies, once we receive the death certificate and registered this on the Account, the Account will then be transferred into the sole name of the remaining Account Holder. We may share information about the Account with the deceased's personal representatives. This could include historical information about how the Account was used as well as statements and details about the state of the Account at date of death. This is the case even if the Account isn't held in joint names any more when the person dies (in which case we may still provide information about the period when it was held as a Joint Account).
- 7.9. If there is no Account Holder who survives we will freeze the Account, once notified. We will hold the money in the Account until we receive instructions and the relevant documentation from your estate.

## The Death of a Sole Account Holder

- 7.10. In the unfortunate event that you die we will freeze your Account once notified. We will hold the money in your Account until we receive instructions and the relevant documentation from your estate.

## 8. Data Protection

- 8.1. We'll process your personal information in accordance with all applicable laws and regulations relating to data protection and data privacy. For further information on what personal data we collect and how we process your personal data please see our Privacy Notice which is available on our website.
- 8.2. It is important you provide accurate information as we may share it with certain other organisations (including financial, credit, fraud and identity checking agencies) so we can provide services to you. If fraud is suspected we may, for example, share information with the police, Fraud Prevention Agencies, other Law Enforcement Agencies and HMRC to investigate or prevent crime, and with the courts in connection with court proceedings.
- 8.3. We and other organisations may access and use the information recorded by Fraud Prevention Agencies in the UK and overseas. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking application details for Accounts. For more detailed information about who we share your personal data with, please see our [Privacy Notice](#).
- 8.4. We may use the information you provide us with to contact you by telephone, post, text message or email to update you on our products and services that we think may be of interest to you as more particularly described in our Direct Marketing Policy, which can be found on our website [www.recognisebank.co.uk](http://www.recognisebank.co.uk). We'll ask you whether you're happy for us to contact you about such products and services and how you'd like us to contact you when you open an Account. However, if you change your mind, you may withdraw your consent at any time by logging into your Account and changing your communication preferences or by contacting us.

## Subject Access Rights

- 8.5. You have a number of rights in relation to your information which we hold. You can, for example:
- Access and obtain a copy of your information
  - Require us to change incorrect or incomplete information;
  - Require us to delete or stop using your information but only where the information is no longer necessary; and
  - Object to us using your information but only where we no longer need to process it.
- 8.6. For a full description of your rights and how you might exercise them please see our Privacy Notice, which is available at [www.recognisebank.co.uk/privacy-notice/](http://www.recognisebank.co.uk/privacy-notice/)

- 8.7. If you wish to exercise any of your rights please contact us by letter or email using the addresses set out at the bottom of our Privacy Notice or by email to [support@recognisesavings.co.uk](mailto:support@recognisesavings.co.uk). Where possible we will let those organisations we share your information with know if we make any changes to your information, delete it or stop processing it. If you believe that we have not complied with our data processing obligations, you can complain to the Information Commissioner, the data protection regulator in the UK whose website is [www.ico.org.uk](http://www.ico.org.uk) and telephone number 0303 123 1113.

## 9. Our Liability

- 9.1. We will not be liable to you if we do not act on your instructions (or incorrectly carry out your instructions) or if we cannot carry out our responsibilities to you because:
- of something we cannot reasonably control (for example, a failure on our Online Banking platform not caused by us);
  - to do so would breach law or regulation.
- 9.2. We will not be liable in any circumstances for indirect loss (meaning loss of business, goodwill, opportunity or profit or any loss to you that we could not have reasonably anticipated).
- 9.3. Nothing in this agreement will exclude or limit any liability we have as a result of acting fraudulently or with negligence or any legal duty or responsibility we may have towards you, if we are unable to restrict or remove it by law and regulation.

## 10. General

- 10.1. We are not responsible for a dishonest act (or failure to act) by someone else allowed to operate your Account (other than an Authorised User) as long as we did not know or suspect they were acting dishonestly towards you.
- 10.2. We do not have to recognise any third party interest in your Account nor are we liable for failure to do so.
- 10.3. You may be liable for other taxes and costs which are not payable through us.
- 10.4. We recommend that you seek professional advice as appropriate to your circumstances in connection with any Account you may wish to open.
- 10.5. These General Terms and Conditions and our Product Terms and Conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction.
- 10.6. If we waive any breach of these General Terms and Conditions, it does not mean that we'll also waive any subsequent breach.
- 10.7. We'll only communicate with you in English.
- 10.8. You shouldn't assume we've received any notice you've sent to us under these General Terms and Conditions unless we've sent you written confirmation or otherwise confirmed receipt.
- 10.9. Where there is a conflict between these General Terms and Conditions and the Product Terms and Conditions, the Product Terms and Conditions will prevail.
- 10.10. All our calls are monitored for training purposes.

## 11. Complaints

- 11.1. We're committed to giving you a service of the highest standard and delivering good customer outcomes. If things do go wrong, we want to correct it as quickly as we can. If you have a complaint, please contact us by telephone, post or email. We'll then deal with your complaint in line with our complaints policy which you can find on our website or obtain from us on request.
- 11.2. In addition, you may be eligible to ask the Financial Ombudsman Service (FOS) to assist if you are not satisfied with the way we have dealt with your complaint. It won't affect your right to take legal action against Recognise. Where you are eligible to involve the FOS you can also refer your complaint without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint with our consent. Details about their service, eligibility and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

## 12. FSCS

- 12.1. If we cannot meet our liabilities, and if you are eligible to claim, your eligible deposits with Recognise are protected up to a total of £85,000 by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. For more information see the full details [www.fca.org.uk](http://www.fca.org.uk)

## 13. Changes to these General Terms and Conditions

- 13.1. The most up-to-date versions of these General Terms and Conditions are available on our website or on request from us.
- 13.2. You cannot, at any time, change these General Terms and Conditions or the Product Terms and Conditions
- 13.3. Other than changes in interest rates which are dealt with in your Product Terms and Conditions, we may change all or part of these Terms and Conditions. We can do this to:
- Conform to any applicable law or regulatory requirements, including any decision or recommendations by a court of the Financial Ombudsman Service;
  - Reflect new industry guidance and codes of practice which raise standards of consumer protection;
  - Reflect changes in our service or products or how we provide them;
  - Allow for the introduction of new or improved systems, methods of operation, services or facilities;
  - Reflect reasonable changes in the cost of providing our services to you, including:
  - Any direct costs we are required to pay to others and charges relating to the provision of your Account; or
  - To reflect changes in market conditions.
  - Correct any mistake, provided that the correction does not have a significant unfavourable effect on rights that you have as a result of the mistake.
- 13.4. Any change we make will be fair and no change will affect any legal rights or obligations which may have arisen before the date of the change.
- 13.5. We'll tell you about any changes to these General Terms and Conditions, Product Terms and Conditions:
- 13.5.1. where the law requires us to and there is a change to some Conditions dealing with the way we manage payments into and out of your Account, we will give you two months' prior notice;
- 13.5.2. where there is a change to these General Terms and Conditions, Product Terms and Conditions or that disadvantages you, we will give you 30 Calendar Days' prior notice;
- 13.5.3. for all other changes that benefit you or don't disadvantage you, we may give you notice after we've made that change by publishing a notice on your Online Account, or our public website.
- 13.6. For changes under Condition 13.5.1 and Condition 13.5.2, we will give you notice unless this is due to a particular change in applicable law or regulation, or the change is as a result of something else outside of our control, and it is not possible to do so. If we aren't able to give you notice we will give you as much notice as possible.
- 13.7. We will give you notice of changes in the way we have set out in Condition 13.5.
- 13.8. If you do not wish to accept any change we notify you of before the end of the relevant period set out in Condition 13.5 you have the right to close or transfer your Account without penalty. If you don't close or transfer your Account within this period, you will be treated as accepting the change.
- 13.9. We can transfer all or any of our rights or obligations under these General Terms and Conditions, and your Account(s), to another member of our group or a third party outside of our group provided we act in accordance with applicable law and regulation and provided we reasonably consider that such a transfer will not materially affect the services provided to you. We may give the information we hold about you and your Account(s) to anyone that your Account is being transferred to. If we transfer our rights, then the person to whom we transfer can only exercise and enforce any rights against you to the extent that we could. Any transfer will not prejudice your rights under these General Terms and Conditions.



- 13.10. In the event that we transfer all or any of our rights and obligations under these General Terms and Conditions in accordance with Condition 13.9 to another member of our group or third party outside of our group (the “Transferee”), unless you have given instructions to close all your Accounts, you agree that:
- the provisions of these General Terms and Conditions, and the Product Terms and Conditions (“our Agreement”), as amended by the notice given to you, will be the written terms of the new agreement between you and the Transferee; and
  - the Transferee will acquire all rights and powers it would have had, if it had been an original party to our Agreement, to provide you with ongoing services as you have agreed we may provide to you under our Agreement.

## 14. How to get in touch

✉ Email: [support@recognisesavings.co.uk](mailto:support@recognisesavings.co.uk)

✉ Write: (Freepost), RUBH-ZZBS-LYAE, Recognise Bank, PO Box 921, Wallsend, NE28 5EJ

☎ Call our UK based team: 0345 872 7888

**We are open 9am to 5pm Monday-Friday and closed on Bank Holidays. Please note that your calls to us may be monitored for training, quality and security purposes.**

**Recognise Bank Limited is a company registered in England and Wales, registration number 10603119 with its registered office at Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA. Recognise Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 849404.**