



**Shawbrook  
Bank**

# **Personal Savings Account Terms and Conditions**

The following Terms and Conditions cover personal savings accounts with Shawbrook Bank Limited. These Terms and Conditions, Your application form and the Key Product Information comprise a binding agreement between You and Us (the **"Agreement"**). These Terms and Conditions should be read in conjunction with the Key Product Information. Where there is a difference between the Key Product Information and the information provided here, the Key Product Information will apply.

## 1. General

- 1.1 The Terms and Conditions apply to personal savings accounts operated by Shawbrook Bank Limited.
- 1.2 It is important that You read and understand these Terms and Conditions. Should You have any queries please contact Us on 0345 266 6611 or obtain independent advice.
- 1.3 The Terms and Conditions may be varied from time to time in accordance with condition 16.
- 1.4 The Terms and Conditions will be provided to You before You open an account and copies of these, the Key Product Information and application forms can be obtained on request at any time by telephoning Us on 0345 266 6611, or visiting Our Website.
- 1.5 Below are definitions of some of the phrases used in this document. Please contact Us if You require further clarification of these definitions or any other wording within this document:
  - "We, Us, Our"** Shawbrook Bank Limited.
  - "You, Your"** The named account holder(s).
  - "Account Start Date"** The Working Day on which Your account is credited with the first deposit once We have opened Your account.
  - "Available Funds"** shall mean: funds held by Shawbrook Bank Limited to your account (including any interest properly payable to you) which are not subject to set off or counterclaim by Shawbrook Bank Limited nor subject to any Charge, Lien or other Encumbrance or other legal, regulatory restriction or to any withholding or other tax or imposition.
  - "Banking Hours"** 9.00am – 2.30pm Monday to Friday, excluding Bank Holidays in England.
  - "Cash ISA"** An Individual Savings Account that complies with the ISA Regulations. All references to Cash ISA include the "New ISA" (or "NISA") which takes effect from 1 July 2014.
  - "Customer Number"** The unique number which We will supply to You which, in conjunction with a password and/or security questions, will enable You to access Personal eSavings.
  - "Electronic Payments"** Electronic money transfers used to move money between UK bank accounts (which may include next day payments, CHAPS, BACS or such other method We notify You of in writing by post or by Secure Message), but for the avoidance of doubt, this does not include payments made by UK Debit Card.
  - "HMRC"** HM Revenue and Customs (government body which administers the Individual Savings Account Scheme).
  - "ISA Manager"** A business approved by HMRC to offer Cash ISAs to members of the public. To obtain a list of approved ISA Managers, go to <https://www.gov.uk/government/publications/list-of-authorized-isa-managers/isas-authorized-managers>.
  - "ISA Regulations"** The Individual Savings Account Regulations 1998 (SI 1998 No. 1870) as amended, re-enacted or replaced from time to time.
  - "Joint Account"** Your joint account with Us (if applicable).
  - "Joint Account Holder"** Where Your account with Us is a Joint Account, any one or more holders of that account.
  - "Key Product Information"** or **"Key Product Features"** The document which summarises the key features and terms of the product(s) You have chosen.
  - "Nominated Account"** A UK bank account which You nominate when opening an account and which satisfies the requirements in condition 3.5.
  - "Personal eSavings"** The internet banking service provided by Us that enables You to service Your account on-line.
  - "Website"** Our website located at [www.shawbrook.co.uk](http://www.shawbrook.co.uk).
  - "Working Day"** Any day that We are open for business during business hours as set out on Our Website. If You cannot access the Website, please call 0345 266 6611.
  - "Secure Message"** A secure electronic mail service comprised within Your Personal eSavings.
- 1.6 All correspondence between You and Us will be communicated in English.
- 1.7 All contracts entered into between You and Us will be governed by English Law, except:
  - 1.7.1 where Your address is in Scotland, in which case Scots Law will apply; or
  - 1.7.2 where Your address is in Northern Ireland, in which case the Laws of Northern Ireland will apply.
- 1.8 Both We and You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales, except:
  - 1.8.1 where Your address is in Scotland, in which case We and You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Scotland; or
  - 1.8.2 where Your address is in Northern Ireland, in which case We and You agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Northern Ireland.

## 2. About Us

- 2.1 Shawbrook Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register under number 204574.
- 2.2 Our Registered Office is Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE. Please use this address for all correspondence.
- 2.3 We are a member of the Financial Services Compensation Scheme.
- 2.4 We are committed to Treating Customers Fairly.
- 2.5 Our savings team is available during each Working Day.
- 2.6 We may close a product offering to new applications or refuse to accept additional deposits for any product at any time. Where this happens, We will list that product as a "Withdrawn Product" on Our Website in the "Withdrawn Products" section. Unless stated otherwise in the account Key Product Information document, We will not personally notify You when We withdraw a product in this way. You can check whether any products have been withdrawn on the "Withdrawn Products" section of Our Website. If You are not happy with a product withdrawal, please call Us to discuss Your options in terms of alternative products that We may be able to offer You.

## 3. Account Opening

- 3.1 These Terms and Conditions apply to savings accounts for individuals and will remain effective until the account is closed or cancelled but some terms which are expressed to survive beyond account closure or cancellation will survive account closure or cancellation. Should You require a savings account for or on behalf of a business, charity or trust, different Terms and Conditions will apply. Please contact Us for more information.
- 3.2 You can apply to open an account via Our Website, or by logging on to Your Personal eSavings account. You may also be able to open an account for certain products via post – please call Us on 0345 266 6611 and We will post an application form to You. You can also download and print out an application form from Our Website if an application form is available online.
- 3.3 When You apply to open an account You will need to provide Us with a fully completed application form and details of Your Nominated Account.
- 3.4 When applying for a new account You must set up a Nominated Account for Your account.
- 3.5 Your Nominated Account must meet the following criteria:
  - 3.5.1 a UK bank account that accepts Electronic Payments in and allows Electronic Payments out;
  - 3.5.2 if it is a sole account it must be in Your name; and
  - 3.5.3 if it is a joint account, then (at least one of) You must be named on that account.
- 3.6 You must be 18 or over and a permanent UK (excluding the Channel Islands and the Isle of Man) resident to open and maintain an account with Us.
- 3.7 A Joint Account can be opened in the names of two people (see condition 4.0). Cash ISA accounts cannot be held as a Joint Account.
- 3.8 If You have more than one savings account with Us, You must make sure that the address We have for You is the same in respect of each account.
- 3.9 Please note that We can refuse to open an account without giving any reason. There will not be any contract between You and Us until We have opened an account.
- 3.10 For certain products, We may accept an application form signed on Your behalf by a person holding a Lasting Power of Attorney, intervention or guardianship order registered with the relevant court or authority in the country where You are resident.
- 3.11 The duration of your agreement with Us for each account is set out in the applicable Key Product Information document.

## 4. Joint Accounts

- 4.1 You should only open a Joint Account if You understand the commitment You are entering into. The Terms and Conditions of the account apply to each of You separately as well as both of You together. A British Bankers' Association leaflet is available on request which helps to explain the implications of joint accounts. It is also available at <https://www.bba.org.uk/publication>.
- 4.2 Joint Accounts will be operated as follows (unless all Joint Account Holders have informed Us jointly to the contrary and We have agreed to accept that instruction):
  - 4.2.1 We can action instructions received from any Joint Account Holder. This includes withdrawal instructions for the whole balance of the account;
  - 4.2.2 each Joint Account Holder will have their own unique security details that they must use when dealing with Us in the operation of any Joint Account(s); and/or
  - 4.2.3 where Joint Account Holders have different correspondence addresses, correspondence will be sent to the details of the first named applicant on the application form (please refer to condition 6.3).
- 4.3 Where:
  - 4.3.1 We receive instructions from the Joint Account Holders which are contradictory; or
  - 4.3.2 We are notified by post, by Secure Message or by telephone by one or more of the Joint Account Holders that there is a dispute between any of the Joint Account Holders; or
  - 4.3.3 We receive instructions requesting the addition or removal of a Joint Account Holder,  
We will ask for all Joint Account Holders to confirm their agreement to any instruction before We action it. This may be required by telephone or in writing, by post or by Secure Message.

## 5. Identification and Verification Requirements

- 5.1 When You apply to open an account, We are required by law to verify Your identity and address. This helps to protect Our customers and members of the public against fraud and misuse of the UK banking system. We will not open an account until We have verified the identity and address of each account holder. We may also verify Your Nominated Account which may include electronic checks. We may request further information from You to verify Your Nominated Account.
- 5.2 We will carry out an electronic search to verify the identity of each applicant (and retain a record of this search). If We are unable to verify Your identity through an electronic search, or require further documentation according to Your circumstances, We will contact You and ask You to provide such documents. If We do not receive the requested documents from You, We may not be able to open an account.
- 5.3 A separate leaflet (Verifying Your Identity) is available on request, which explains Our identification requirements in more detail.
- 5.4 We also have an obligation to maintain up to date identification for all Our customers. This means that We may require additional information from time to time, even for customers who have had accounts with Us for some time.

## 6. Contacting Each Other

- 6.1 We may contact You by post, telephone, fax, email, Secure Message, mobile phone, mobile device, SMS text and/or any other messaging service using the latest address, telephone number, email address or other contact information You have given Us. When We send You a Secure Message We will notify You by email. It is Your responsibility to ensure that We have Your current contact details. By law We are required to continue sending information to You at the last known address We have for You. If You do not inform Us promptly of a change to Your details, the security of Your information could be put at risk.
- 6.2 We will provide You with a unique account number for each account You hold with Us. Please quote this in all correspondence with Us.
- 6.3 Although We will address Our postal correspondence to all Joint Account Holders, all postal correspondence will be forwarded to the address of the account holder named first in Our records. This is subject to any legal requirements or unless You request otherwise. The first named account holder is responsible for passing information We send to the other account holders.
- 6.4 You can contact Us by post, by telephone, by email or by Secure Message using the following address, telephone number and email address: Shawbrook Bank Limited, Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE, telephone number: 0345 266 6611, email address: [savings@shawbrook.co.uk](mailto:savings@shawbrook.co.uk). Calls will be charged at your telecommunication provider's prevailing rate. For further information, please visit Our Website. Please ensure that information which is of a sensitive or confidential nature is not sent to Us by email. For example, this may include information relating to Your account which could be used to identify You or enable a third party to access Your account. For the avoidance of doubt, You may send such information by Secure Message.
- 6.5 We may record or monitor telephone calls and monitor electronic communications (including emails and Secure Messages) between Us so that We can check instructions and make sure that We are meeting Our service standards and complying with all applicable laws and regulations.
- 6.6 At the frequency stipulated in the Key Product Information, but at least annually, We will send You a statement showing the transactions passing through Your account. You should check each statement carefully, and let Us know immediately if anything appears incorrect.
- 6.7 Where Your account is registered for Personal eSavings We will send Your account statements electronically. In the case of Joint Accounts where only one of You is registered for Personal eSavings We will only send an electronic statement to the Joint Account Holder who has registered for Personal eSavings. We will not send a paper statement to the other Joint Account Holder not registered for Personal eSavings unless We receive a request from them.
- 6.8 Where We are unable to send a statement electronically, We will send a paper statement by post to the account holder registered for Personal eSavings in accordance with condition 6.3 above.
- 6.9 More details regarding the transactions on Your account can be provided at Your request. Please contact Us if You require this.

## 7. Minimum and Maximum Balances

- 7.1 The minimum and maximum amount that can be held in Your savings accounts are set out in the Key Product Information specific to that account.
- 7.2 We reserve the right to close an account if the amount in it is below the minimum for that account. We will give You at least 14 days' notice before We close Your account. During this period You can pay in more money to bring the balance up to the minimum. However, where We have exercised our rights under condition 2.6 to close a product to additional funding, You cannot pay in more money during such notice period and the account will be closed.
- 7.3 During any period when the account balance is below the minimum amount We may pay a reduced rate of interest. The applicable Key Product Information document sets out the reduced rate of interest payable.

## 8. Deposits

- 8.1 Deposits into Your account must come from Your Nominated Account.
- 8.2 All deposits into Your account must be made payable to the named account holder(s).
- 8.3 Subject to the account conditions in the Key Product Information document, deposits into Your account can be made by cheque or by Electronic Payment and for Electronic Payments deposits must be made into Your account from Your Nominated Account only.
- 8.4 When applying for an account online Your application may provide You with the option to make a deposit using a UK Debit Card. If this option applies, the UK Debit Card must come from an account held in Your name, or in the case of Joint Accounts from an account where You are named as an account holder. The UK Debit Card used within the application must be registered to Your address or the address of the first named applicant (in the case of a joint application). Thereafter, if Personal eSavings provides You with the option to make a deposit by UK Debit Card, then all payments made by UK Debit Card must come from an account which meets the criteria set out in conditions 3.5.2 and 3.5.3. The UK Debit Card used for payments via Personal eSavings must be registered to the address held by Us for You.
- 8.5 Subject to the provisions of condition 8.6, whilst We endeavour to ensure that Our UK Debit Card payment services are available, there may be times when You cannot access the service. We will always try and advise You of this prior to the service not being available but We may not be able to do this in all circumstances.
- 8.6 Notwithstanding condition 8.5, where the option to make a deposit by UK Debit Card is available, We may suspend or terminate Your ability to make payments in this way if it is reasonable for Us to do so for security or fraud prevention purposes, or in the event We reasonably determine this payment service is no longer economically viable.
- 8.7 Where the option to make a deposit by UK Debit Card is available, Your UK Debit Card provider (i.e. the financial institution that issued Your UK Debit Card) may impose limits on the amount of money You can deposit using Your UK Debit Card. In addition, We may impose minimum and maximum payment restrictions on the amount that can be paid into Your account by UK Debit Card. These restrictions will be set out in the "Frequently Asked Questions" section of Our Website and will also be confirmed to You before You make any payment by UK Debit Card using Personal eSavings. See condition 10.5 for information about when funds deposited by UK Debit Card will be credited to Your account.
- 8.8 Once Your account is open and subject to the account conditions in the Key Product Information You can make additional deposits to Your account at any time until the product to which that account relates is closed to new applications or additional funding (which You can check on the "Withdrawn Products" section of Our Website). We reserve the right to return any funds deposited with Us after this date. For certain products, You may be able to make deposits even if it is withdrawn if the Key Product Information applicable to that product allows it.

## 8. Deposits (continued)

- 8.9 Deposits paid into Your account by cheque will be processed in line with the clearing cycle outlined below (subject to Your account being open and able to accept new deposits):
- 8.9.1 when a cheque is received on a Working Day and within Banking Hours, it will be credited to Your account on that Working Day;
  - 8.9.2 when a cheque is received on a non-Working Day or after Banking Hours it will be credited to Your account on the next Working Day;
  - 8.9.3 Your cheque deposit will normally clear within six Working Days although it will start to earn interest prior to it clearing (as described in condition 10.3); and
  - 8.9.4 only when a cheque has cleared can a withdrawal be made against it (as described in condition 9.1).
- 8.10 All amounts received electronically by Us before the end of a Working Day are cleared on the day of receipt, and interest is calculated from that day.
- 8.11 Deposits in foreign currencies, cheques not denominated in Sterling, or cheques from banks not based in the UK are not accepted and will be returned to You.
- 8.12 Post-dated cheques and cheques issued more than six months ago will not be accepted and will be returned to You.
- 8.13 If a Sterling cheque or other item has been paid into Your account but is later returned unpaid, We will withdraw the amount originally credited to Your account and inform You that this has been done.
- 8.14 We may return instructions and credits for an account if:
- 8.14.1 We reasonably believe that by complying with the instruction We might break the law, regulation, code or other duty which applies to Us; or
  - 8.14.2 We reasonably believe that complying with the instruction or receiving the credit may damage Our reputation.

## 9. Withdrawal of Funds

- 9.1 Where the Key Product Information terms allow it, withdrawal instructions to Your Nominated Account may be submitted via the Withdrawal section in Your Personal eSavings account.
- 9.2 Subject to condition 9.4, withdrawals will only be made payable to the Nominated Account or, if a sole account holder dies, to the executors or administrators as the case may be. We will not issue a payment to a third party from Your Savings account.
- 9.3 Withdrawal or closure requests on accounts where there is a notice period will be actioned on the expiry of the notice period. You may close Cash ISA accounts or make withdrawals before the expiry of their notice period, see condition 23.0 for further details.
- 9.4 Notwithstanding condition 9.2, withdrawals can be made by Electronic Payment to either a Nominated Account or to another account with Us, subject to the account's withdrawal conditions as set out in the Key Product Information. Withdrawals can be made by cheque or same day payment only on request and only in exceptional circumstances. Cheques will be sent by post to the address We hold on Our records. Additional checks will be required if You make a cheque withdrawal.
- 9.5 Where the Key Product Information terms allow it, withdrawal instructions to Your Nominated Account may be submitted via the Withdrawal section in Your Personal eSavings account.
- 9.6 Where a Nominated Account is not associated with Your account and You wish to make withdrawals to an account which is not a Nominated Account You can make a request for a withdrawal by Electronic Payment by contacting Us by telephone, by post or by Secure Message and We will set up a new Nominated Account for Your account in accordance with condition 3.5 and then process Your withdrawal.
- 9.7 To enable payment requests to be processed the same day, the cut-off time for receipt of the payment details is 2.30pm on a Working Day. Provided the above cut-off time is met and all required details provided (subject to condition 20.0), payments should be received by the beneficiary bank on the next Working Day (with the exception of same day payments which will normally be received by the beneficiary bank on the same Working Day). You should note that once a payment has been processed We cannot prevent the payment from being sent. Payment requests received after 2.30pm on a Working Day or received on a non-Working Day will be treated as being received on the next Working Day.
- 9.8 In order to request a withdrawal by transfer to another account You hold with Us, You can contact Us by telephone, by post or by Secure Message providing Us with the following information:
- 9.8.1 the account number of the account from which the transfer is being made;
  - 9.8.2 the account number of the account to which the transfer is going;
  - 9.8.3 amount to be transferred; and
  - 9.8.4 the date You wish the transfer to be made.
- Please note that the execution of a payment instruction may be delayed, or the funds lost, if the above information is incorrectly provided to Us.
- 9.9 Subject to condition 12, if We carry out Your instructions for a withdrawal from Your account incorrectly, You will be entitled to a full and immediate refund of the amount withdrawn.
- 9.10 If You make a withdrawal from a Cash ISA account You cannot re-deposit funds back into Your account if the deposit amount means You exceed the maximum annual ISA subscription allowance for that tax year.
- 9.11 If You want to send Us a withdrawal instruction, it must be sent either by post to Our registered address or by Secure Message.
- 9.12 All payments from Your account will be in Pounds Sterling.
- 9.13 Once Your instructions have been received and processed by Us, You cannot change Your mind and cancel Your instructions (unless We specifically agree to cancel Your instructions and inform You of this).

## 10. Interest

- 10.1 Interest is calculated on a daily basis on cleared credit funds and is paid in accordance with the Key Product Information terms.
- 10.2 Interest can be credited to Your account with Us or paid to Your Nominated Account.
- 10.3 If You deposit funds by cheque, We start paying interest on the deposit from the second Working Day following the Working Day We receive Your cheque. Please note that Your account will not earn interest from the Account Start Date if You deposit funds by cheque.
- 10.4 If We receive funds by Electronic Payment on a Working Day, We will start paying interest on that deposit from that Working Day. Any funds received after the end of the Working Day or on a non-Working Day will not be credited to Your account until the next Working Day.
- 10.5 If You make a UK Debit Card payment Your funds will be credited to Your account and start earning interest on the day We receive funds (if a Working Day) or (if not a Working Day), the next Working Day thereafter.
- 10.6 Interest is earned up to and including the day prior to withdrawal or closure.
- 10.7 Interest rates are variable unless otherwise indicated in the Key Product Information. Where interest rates are variable they may be altered in accordance with condition 17.0.
- 10.8 Details of Our current interest rates can be obtained by visiting Our Website or by telephone on 0345 266 6611.
- 10.9 If Your account has an introductory or promotional rate for a specific period, We will contact You before the expiry date to remind You and advise You of Your options.
- 10.10 Interest is paid gross. As of 6th April 2016 income tax will no longer be deducted by Shawbrook Bank from interest earned on your account.
- 10.11 The tax treatment of Cash ISA accounts is subject to legislation and can change at any time and You may become subject to other taxes and costs imposed by the government. Please see <https://www.gov.uk> for further information.
- 10.12 If any funds cannot be deposited into Your account, the funds will be returned to You. No interest will be paid on funds that are returned to You.

## 11. Tax

- 11.1 Interest on Cash ISA accounts will be paid gross (tax free) subject to the account being operated in line with the ISA Regulations.
- 11.2 Where You are a higher rate or additional rate tax payer, You may be liable to pay additional tax on any interest We pay to You on non-Cash ISA accounts. It is Your responsibility to ensure that this tax is paid.
- 11.3 Tax statements are issued annually in April.
- 11.4 If Your account is registered for Personal eSavings, tax statements for Your accounts will be provided electronically. In the case of Joint Accounts where only one of You is registered for Personal eSavings, We will only send an electronic tax statement to the Joint Account Holder who has registered for Personal eSavings. We will not send a paper tax statement to the other Joint Account Holder not registered for Personal eSavings unless they make a request for Us to do so.
- 11.5 Where We are unable to send a tax statement for an account electronically, We will send it by post to the account holder registered for Personal eSavings.
- 11.6 If You become non-UK resident or You are planning to become a non-UK resident for tax purposes, You must inform Us as soon as reasonably practicable of Your intention to do so and in any event, You must inform Us before the date You become a non-UK resident. Notwithstanding condition 14.6, We will close Your account with immediate effect when you become a non-UK resident unless Your account is a Cash ISA account in which case conditions 11.7 and 11.8 will apply to You. We may (acting reasonably) require documentation to evidence Your proposed and/or actual residency change.
- 11.7 If You hold a Cash ISA account and become a non-UK resident You will not be able to make additional deposits into Your Cash ISA.
- 11.8 If We become aware that You have become non-resident in the UK in an earlier tax year and You have made deposits while a non-resident in the UK, any subscriptions You have made in a tax year after You became non-resident including any income and/or growth relating to those subscriptions will be removed from Your account and returned to You.
- 11.9 If You subsequently return to the UK and become a permanent UK resident, You will need to make a fresh ISA application before You can make new deposits into Your Cash ISA.

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

- 12.1 Subject to the rest of this condition 12, We will be liable to You for any loss, injury or damage resulting from Our failure, delay or error in carrying out Your instructions (however caused) but Our liability will be the lower of:
  - 12.1.2 the amount of such loss, injury or damage; and
  - 12.1.3 the amount of any interest You do not receive or any interest You have to pay as a result of such failure, delay or error.
- 12.2 We will not be liable to You if:
  - 12.2.1 the instructions You give Us are not correct and so cause the loss, injury or damage; or
  - 12.2.2 We cannot carry out Our responsibilities under these Terms and Conditions as a result of anything abnormal or unforeseeable that We (or Our agents) cannot reasonably control, for example, any machine or electronic device failing to work unless such failure was caused by Our negligence, industrial action, disputes, strikes or any failure on Your part to provide information or instructions that have been requested.
- 12.3 We will not be liable to You in any circumstances for loss of business, loss of goodwill, loss of opportunity or loss of profit. However, this will not apply where the loss arose from an unauthorised payment transaction which was not caused by:
  - 12.3.1 Your fraudulent act, or
  - 12.3.2 Your gross negligence or intentional failure to keep Your account information, passwords, security and login details safe, or
  - 12.3.3 Your gross negligence or intentional failure to comply with Your Agreement with Us.
- 12.4 We are not responsible for any incorrect payment on Your account where:
  - 12.4.1 You fail to tell Us of the incorrect payment without undue delay and in any case within thirteen months of the date (see condition 13.4) on which the transaction occurred (or in the case of a failed transaction ought to have occurred);
  - 12.4.2 the cause of the incorrect payment is because You gave Us the wrong (or insufficient) payment details for Us to make the payment; or
  - 12.4.3 We can demonstrate to You that the beneficiary bank received the payment.
- 12.5 In the event of notification by You of an unauthorised payment transaction (except where You have committed fraud):
  - 12.5.1 We will make a full refund of the transaction to Your account;
  - 12.5.2 We will restore the debited account to the state it would have been in had the unauthorised transaction not taken place; and
  - 12.5.3 You will not be responsible for any losses incurred as a consequence of the unauthorised payment transaction.

## 13. Security

- 13.1 You should make all reasonable attempts to protect Your accounts. If You change any of Your details such as Your name, address or telephone number, please let Us know immediately in writing (either by post or by Secure Message) or by telephone. We may require evidence of a change of address or name.
- 13.2 As part of the account opening process, security questions and answers will be agreed and these will be used by Us to identify You when You contact Us or We contact You. You warrant that these security details are known only to You and You must not share them with anyone. We will never ask You for complete answers to Your security questions. If You suspect anyone else knows of Your security details please contact Us immediately otherwise You may be held responsible for any unauthorised payment transactions that occur.
- 13.3 You must immediately advise Us if You become aware of any breach of security relating to Your account. Please contact Us by telephone on 0345 266 6611 at the earliest opportunity and no later than the next Working Day.
- 13.4 If You become aware of a transaction on Your account which You have not authorised, please contact Us immediately by telephone on 0345 266 6611 (during a Working Day) in the first instance at the earliest opportunity and in any event no later than thirteen months after the date of the transaction. If You are a registered user of Personal eSavings then You can also notify Us by Secure Message.
- 13.5 If You are a registered user of Personal eSavings it is Your responsibility to:
  - 13.5.1 ensure that Your security details (Customer Number, password and answers to Your security questions) used for logging into Personal eSavings remain known only to You;
  - 13.5.2 ensure that if You use a public or shared computer when logging into Personal eSavings Your security details cannot be viewed and You ensure You log out of Your account once You have completed Your transactions. When using public or shared computers You must not use the 'remember me' facility to log into Your account;
  - 13.5.3 regularly review and update the security software installed on the computer(s) You use to access Personal eSavings;
  - 13.5.4 ensure that Your email address is kept up to date as this is the key communication method We will use to inform You of changes to Your account and other important messages; and
  - 13.5.5 inform Us immediately of any communications You receive that request Your Personal eSavings security details (telephone calls, emails, suspicious websites etc). We will only ever request Your password and Customer Number when You log into Personal eSavings and We will only ask You for specific characters from the answers to Your security questions to help Us identify You when You contact Us (We will never ask for complete answers to Your security questions).

## 14. Closure or Cancellation of the Account

- 14.1 If You change Your mind and wish to cancel Your application to open an account, You may do so at any time within the first fourteen calendar days from the opening date of Your account. Please write to Us by post or Secure Message to confirm Your request or call Us on 0345 266 6611. Please note, however, that this cancellation right does not apply to any account with a fixed duration unless the account is a Cash ISA in which case the cancellation right does apply.
- 14.2 You have the right to close Your account at any time and You may instruct Us to close the account at any time subject to any notice specified in the Key Product Information. We will require confirmation by post, Secure Message or telephone before acting on such instructions. Please note however, that You cannot close an account with a fixed duration or term before the end of the fixed term applicable to that account. Deposits in accounts with a fixed duration or term cannot be withdrawn before the fixed duration or term ends. The Key Product Information for the relevant account will state if that account has a fixed duration or term.
- 14.3 If Your account is a Cash ISA account, You can close the account at any time. If You close Your account outside of the fourteen day cancellation period but before the end of any applicable fixed term or duration or prior to the expiry of any applicable withdrawal notice period, early exit charges may apply.
- 14.4 We may choose not to close Your account until You have repaid any money You owe Us but We will act in a reasonable manner if We do this.
- 14.5 When Your account is closed it is Your responsibility to cancel any direct payments to Your account. Where someone attempts to make a payment into an account which has been closed We will take reasonable steps to return the payment to the sender.
- 14.6 We reserve the right to transfer Your product or account into a suitable alternative or to close Your account for the following reasons:
  - Changes in market conditions;
  - The product or account We offer you becomes unsuitable for You or becomes obsolete;
  - The platform which supports the product becomes obsolete;
  - Other matters which render the product or account commercially unsupportable.In any event We will give You at least 60 days' written notice, or in the case of a notice account 14 days plus the notice period of your account. Should We close Your account any Available Funds will be returned to Your Nominated Account.
- 14.7 We also reserve the right to close any account by immediate written notice to close the account or withdraw the product for the following reasons:
  - The relationship between You and Us should have broken down such that mutual trust and confidence shall no longer apply between us;
  - You conduct Your relationship with Us in a way that results in abuse to Our staff or agents;
  - Your conduct is otherwise such that Our reputation may be damaged;
  - We may be put in a position where We are in breach of law or regulation.In either case, We will remit any Available Funds to Your Nominated Account.
- 14.8 If We want You to close the account We will write to You by post or Secure Message specifying the period of time within which You are required to comply with this request (which shall be no shorter than the notice period applicable to Your account, or in the case of a fixed term account no earlier than the end of the fixed term). If Your account has no fixed term or duration or Your account is not an account which requires You to give notice to withdraw funds, We will give You at least two months' notice of its closure. If, at the end of that period, the account has not closed We will be entitled to refuse to accept any more payments into the account and may return any existing balance to You.
- 14.9 In the case of a Cash ISA account We may close Your account prior to the expiry of any notice period or prior to the end of any fixed term (if either are applicable) in the following circumstances:
  - 14.9.1 Your account does not meet the conditions set out in the Terms and Conditions and/or Key Product Information document and/or does not comply with the account application declaration;
  - 14.9.2 You and/or Your Cash ISA cease(s) to comply with the ISA Regulations;
  - 14.9.3 We are instructed to close Your account by HMRC;
  - 14.9.4 upon Your death;
  - 14.9.5 where You cease to be a beneficial owner of the account, for example if You become bankrupt and Your account passes to a trustee in bankruptcy.In circumstances where We close Your Cash ISA account tax and interest will be paid Gross in accordance with HMRC practice.

## 14. Closure or Cancellation of the Account (continued)

- 14.10 We will return any funds to You within thirty calendar days of account closure. Any sums payable under this section on closure of the account are owed as simple contract debts and may be set off against each other. Set off means We can use available funds from another account You hold with Us (in either Your sole name or where You are a joint account holder) to repay monies owed on the closed account. If set off is used, We will act reasonably and in accordance with applicable regulations.
- 14.11 We can repay to You part or all of Your monies and/or temporarily suspend Your account pending investigations and/or close Your account immediately if We reasonably believe that:
- 14.11.1 You are not eligible for an account;
  - 14.11.2 You have given Us any false information at any time;
  - 14.11.3 You or someone else is using the account illegally or for criminal activity;
  - 14.11.4 by maintaining Your account We might break a law, regulation, code or other duty which applies to Us;
  - 14.11.5 by maintaining Your account We may damage Our reputation; or
  - 14.11.6 You have been in serious or persistent breach of this agreement or any additional conditions which apply to an account.
- 14.12 If any party to a Joint Account dies, the deposit will transfer to the surviving party. The deposit can (at the option of the surviving party) either be repaid or continue to run for its contractual period and funds will be released at the end of the fixed term or the expiry of any applicable notice period, as the case may be.
- 14.13 If a sole account holder dies, the deposit will transfer to the deceased's executors/administrators. The deposit can (at the option of the executors/administrators) either be repaid to the executors/administrators or continue to run for its contractual period, and funds will be released at the end of the fixed term or the expiry of any applicable notice period, as the case may be. In either case, grant of probate/letters of administration will be required before funds can be released.
- 14.14 In the case of Cash ISA accounts if the account holder dies, Your Cash ISA account balance will be paid to Your executors/ administrators prior to the expiry of any applicable notice period or the end of any fixed term provided that We receive grant of probate or letters of administration from Your executors or personal representatives.
- 14.15 If You have a Cash ISA account and become bankrupt We will close Your account and transfer Your money into a non-ISA account details of which We will provide to You.
- 14.16 If You cancel Your Cash ISA within the 14 day cancellation period, it will not count as a subscription and You can open another Cash ISA in the same tax year. If You cancel Your Cash ISA outside the 14 day cancellation period, You will not be able to open another Cash ISA account in that tax year unless You transfer out the whole of Your current tax year balance to another ISA provider (subject to the account's terms and conditions).

## 15. Transfers of Accounts and Product Transfers

- 15.1 You may transfer the balance of Your account, in part or in full to another savings account in Our range, subject to fulfilling the conditions of Your existing account with regard to any notice or early exit charge due and meeting the conditions of the new account.
- 15.2 If You want to transfer from one Shawbrook product to another, We will close Your existing account and open a new account. We will transfer the balance from Your closed account to Your new account. Interest in Your new account will be applied as specified in the Key Product Information of the new account.
- 15.3 At Our reasonable discretion, condition 15.1 may be waived where You are transferring to an account with a longer notice period than Your existing account.

### **Conditions 15.4, 15.5, 15.6, 15.7, 15.8 and 15.9 apply only if You have or have applied for, a Cash ISA account:**

- 15.4 You may transfer a balance from one Shawbrook Cash ISA account to another Shawbrook Cash ISA account subject to the following:
- 15.4.1 the balance being transferred out meets the conditions set out in the Key Product Information document of the new Cash ISA product;
  - 15.4.2 Your current Cash ISA account is an eligible ISA account;
  - 15.4.3 the Key Product Information document for the both accounts allow the transfer to take place; and
  - 15.4.4 You pay the applicable early exit charge as specified in the Key Product Information for that account.
- 15.5 You cannot re-invest funds withdrawn from a Cash ISA in the same tax year. If You want to transfer Your Cash ISA, You must do so via Your new ISA provider. Please contact Your new ISA provider.
- 15.6 You may deposit funds into a Cash ISA account by transferring funds from another Shawbrook Cash ISA (subject to 15.4 and 15.5) or from a Cash ISA/Stocks and Shares ISA account held with another provider in Your name.
- 15.7 If You are transferring a Stocks and Shares ISA, Your current provider will sell Your investments before transferring the cash to Us. The cash We receive from Your Stocks and Shares ISA will reflect the value of Your investments on the date of sale and may be higher or lower than Your original investment (because share prices change day-to-day).
- 15.8 If You are transferring money into Your Shawbrook Cash ISA from a Cash ISA account with another provider then You will need to complete and return to Us an ISA transfer form. Once We receive the form We will begin the transfer process and send You confirmation that We accept the transfer.
- 15.9 If You close Your account and do not arrange with another ISA provider to transfer the money in Your account to them, and if the account contained subscriptions made in the current tax year You will not be able to open an ISA account with another provider in the same tax year.



## 16. Changing the Terms of this Agreement

- 16.1 We may change the terms of the Agreement in accordance with this section. We may also agree separate terms with You in writing or by Secure Message.
- 16.2 We may upgrade Your account or enhance the services We provide to You where You will incur no extra cost and We reasonably consider this to be to Your advantage.
- 16.3 If We apply a change that is to Your advantage, We will apply the change immediately and notify You in Your statement of account in writing, either by post or by Secure Message.
- 16.4 If We wish to make a proposed change that We reasonably consider to be not to Your advantage, We will provide You with at least 2 months' notice in writing either by post or by Secure Message of such proposed change, during which time You will have the right to agree or disagree to such proposed change. What happens after We inform you of the proposed change depends on whether you have an account which is specified as a payment account or an account which is not specified as a payment account. Your options are set out in conditions 16.5 and 16.6.

### Payment accounts

- 16.5 Where the Key Product Information specify Your account as a payment account, and You disagree with the proposed change, You can switch to another account (subject to the account's terms and conditions) or close Your account without prior notice and without paying any additional charge or suffering any loss of interest. If You wish to switch accounts or close Your account, You must tell Us in writing (either by post or Secure Message) before the 2 month notice period ends. If You do not tell Us that You wish to switch accounts or close Your account within the 2 month notice period, We are entitled to assume that You have accepted the proposed change to the terms of this contract on the date We have notified You that such proposed change will come into force.

### Non-Payment accounts

- 16.6 Where the Key Product Information do not specify Your account as a payment account, and You disagree with the proposed change and notify Us of Your disagreement in writing either by post or by Secure Message, the proposed change will not come into effect and the contract shall remain on its existing terms. If You do not write (either by post or by Secure Message) to Us to disagree to the proposed change within the 2 month disagreement period, We are entitled to assume that You have accepted the proposed change to the terms of this contract on the date We have notified You that such proposed change will come into force.
- 16.7 Notwithstanding conditions 16.4, 16.5 and 16.6, We may make any change to the terms of the Agreement for any of the following reasons without asking for Your approval:-
  - 16.7.1 to respond to or anticipate any changes in relevant law, regulation or code of practice;
  - 16.7.2 to introduce and/or enable Us to introduce new or improved systems, procedures, services and/or facilities;
  - 16.7.3 to respond to a relevant decision by a Court, the Financial Ombudsman, Regulator or similar body;
  - 16.7.4 to take account of general banking practice;
  - 16.7.5 to make the terms clearer or more favourable to You;
  - 16.7.6 to enable Us to respond to any changes or anticipated changes in Our relevant costs; and/or
  - 16.7.7 to correct any error, inaccuracy, ambiguity or omission in the drafting of this Agreement (provided that We act reasonably in doing so).

## 17. Changes to Interest Rates

- 17.1 If a change in interest rate is to Your advantage, We will apply the change immediately and notify You in Your statement of account by post or by Secure Message.
- 17.2 If a change in interest rate is not to Your advantage We will always advise You in advance of the change taking effect, either by post or Secure Message on the following basis:
  - 17.2.1 for accounts with a notice period – a notice period of 14 days plus the notice period required for withdrawals on Your account type (subject to a minimum period of 30 days).
  - 17.2.2 for accounts without a notice period – a notice period of 30 days.Where we reduce the interest rate on your account you can close your account (subject to that account's terms and conditions) without incurring charges or loss of interest. You may also be able to switch to another account (subject to the terms and conditions of your existing and new account). If you wish to switch accounts or close your account, please tell us in writing (either by post or secure message). If you do not notify us in writing, we will assume that you have accepted the proposed change on the date we have notified you that the change will take effect.
- 17.3 We may make any change to the interest rates that apply to Your account for any of the following reasons:
  - 17.3.1 for any of the reasons given in conditions 16.7.1, 16.7.3, 16.7.4 and 16.7.6 above;
  - 17.3.2 a change in the Bank of England base rate, or any rate which replaces it;
  - 17.3.3 to reflect changes in market conditions or the interest rates paid or charged by other banks and financial institutions, or the cost to Us of money We lend; and/or
  - 17.3.4 to respond to Our internal policies on competitiveness, market share and/or the profitability of Our business as a whole, providing We act in a reasonable manner.
- 17.4 Where Your account features an interest rate which tracks a publicly available reference rate (e.g. Bank Base Rate) any change in interest rate, which mirrors a change in that reference rate, will be applied on the day the reference rate changes or as detailed in the Key Product Information and will not be notified in writing.

## 18. Complaints Procedure

- 18.1 Our aim is to provide the highest possible standard of service to all Our customers. In the event of any complaint please contact the Savings Team by telephone on 0345 266 6611, by Secure Message or write to the Savings Team by post at the following address: Shawbrook Bank Limited, Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex, CM13 3BE. Please address Your letter or message for the attention of the Savings Director and mark it as a complaint.
- 18.2 If You are not happy with the resolution of Your complaint once Our complaints procedure has been exhausted, or it has been over 8 weeks since you first raised your concerns with us, You may be able to take Your complaint to the Financial Ombudsman Service to investigate further. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses. You can find out more information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 19. Financial Services Compensation Scheme

- 19.1 This product is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. For further information about the compensation provided by the FSCS (including amounts covered and eligibility to claim), please see the FSCS Information Sheet and Exclusions List, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100.

## 20. General Instructions

- 20.1 We can accept instructions from You by post or by Secure Message or by telephone or (if applicable) by Personal eSavings. Before actioning any instructions We will always verify Your identity:
- 20.1.1 when accepting instructions over the telephone (either when We call You or when You call Us), We will ask You a number of security questions in order to verify Your identity. If We cannot verify Your identity, We will be unable to talk to You about Your account(s).
  - 20.1.2 when accepting instructions in writing, We will verify that the signature used on the instruction matches the signature You have provided Us. If You have not provided Us with a signature, We will call You to verify Your instruction before actioning it.
  - 20.1.3 when accepting instructions by Secure Message Your identity will have been verified by the secure log in information required to gain access to Personal eSavings. We will not accept instructions by general non secure email or by fax.
  - 20.1.4 if Your account allows instructions to be submitted via Personal eSavings (other than Secure Message) Your identity will have been verified by the secure log in information required to gain access to Personal eSavings. We may request additional verification of instructions submitted via Personal eSavings either at the point that You submit the instruction or after the instruction has been submitted. If additional verification is needed We will not process the instruction until We are satisfied that the instruction is verified.
- 20.2 For Your own security We may ask for additional verification of instructions, for example, change of address and change of name. This can include requests for certified or original documents. Where additional instruction verification is needed the instruction will not be actioned until We are satisfied that the instruction is verified.
- 20.3 We can only action an instruction once We have received it. You may cancel an instruction providing We receive Your cancellation request prior to Us actioning Your original instruction. Where We have actioned an instruction prior to receiving Your cancellation request, We will attempt to rectify the instruction in line with Your request but We may not be able to do so and will not be held liable for any subsequent claims.
- 20.4 We will normally contact You by post, Secure Message, telephone, mobile phone, mobile device, SMS text and/or any other messaging service available to confirm an instruction has been actioned. For instructions submitted via Personal eSavings (other than instructions submitted via Secure Message) We may also notify You that We have received Your instruction and if We notify You, it will be via Secure Message, telephone, mobile phone, mobile device, SMS text and/or any other messaging service available.
- 20.5 We may not action an instruction if We reasonably believe that to do so would cause Us to be in breach of any legal or regulatory obligation We have.
- 20.6 We may refuse to action an instruction if We reasonably believe:
- 20.6.1 in the case of Joint Accounts, any of the circumstances in condition 4.3 apply, and the appropriate confirmation of instructions is not received;
  - 20.6.2 We cannot adequately verify Your identity;
  - 20.6.3 Your account security details have been compromised and it is not You submitting the instruction;
  - 20.6.4 the instructions are in breach of the Terms and Conditions, the Key Product Information and/or any law or regulation applicable to Your account;
  - 20.6.5 Your instructions are unclear;
  - 20.6.6 Your account is suspended or blocked;
  - 20.6.7 We reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- In each case, We will inform You of the reason why such instruction has not been acted on, unless to do so compromises Your or Our security or is unlawful.

## 21. Personal eSavings

- 21.1 Where You are a registered Personal eSavings user You will use the following details to access Your Personal eSavings Account:
- 21.1.1 Customer Number – which will be unique to You and used in conjunction with Your Password to access Personal eSavings;
  - 21.1.2 Password – set up by You and used in conjunction with Your Customer Number to access Personal eSavings; and
  - 21.1.3 Security questions and answers – these may be used by Us to identify You when logging into Personal eSavings or for specific actions undertaken in relation to Personal eSavings.
- 21.2 You warrant that all of the details above are known only to You and You must not share them with anyone. If You suspect anyone else knows any of Your security details please contact Us immediately.
- 21.3 Whilst We endeavour to ensure that Our Personal eSavings is always available there may be times when You cannot access the service. We will always try and advise You of this prior to the service not being available but We may not be able to do this in all circumstances.

## 22. Tariff of Charges

Details of Our charges together with an explanation of each charge will be notified to You in the Key Product Information or on Our Website. If We change any of Our charges, We will notify You either by post or by Secure Message.

## 23. Cash ISA

### **This section applies if you have or have applied for, a Cash ISA account**

- 23.1 Shawbrook Bank Limited is the ISA Manager.
- 23.2 Terms and conditions applicable to Cash ISAs are governed by the ISA Regulations and any change to the ISA Regulations will be applied as soon as they take effect.
- 23.3 The amount You can pay in to Your Cash ISA account each tax year is limited to a maximum annual subscription allowance which is set by the government. This maximum annual subscription allowance may change from time to time and will be detailed in the Key Product Information document and at <https://www.gov.uk>.
- 23.4 If the value of an individual deposit made into Your account within a tax year causes You to exceed the applicable maximum annual subscription allowance, the whole individual deposit will be returned to You. Interest will not be paid on that individual deposit.
- 23.5 You can only open and subscribe to one Shawbrook Cash ISA product within any one tax year. You cannot subscribe to a Cash ISA held with another provider in the same tax year in which a subscription to a Shawbrook Cash ISA has been made.
- 23.6 When You open a Cash ISA with Us We will issue You with a unique account number for each Cash ISA You open with Us. Please use this account number on any correspondence in relation to Your account including communication with HMRC.
- 23.7 We will advise You if Your account no longer complies with the ISA Regulations and is therefore subject to tax at the applicable rate.
- 23.8 You must be, and will remain the sole beneficial owner of Your Cash ISA account and all funds deposited into Your account must be owned by You.
- 23.9 You must not use Your Cash ISA as security for a loan.
- 23.10 Where You have not made a deposit into a Cash ISA account in a single tax year and the product to which that account relates is still open and accepts additional deposits in subsequent tax years Your account will be treated as dormant. You will need to complete a new Cash ISA declaration before any new deposits are accepted into Your account.
- 23.11 You can transfer out Your total Cash ISA account balance for the current tax year and the total or part of Your balance from previous tax years to another Cash ISA provider subject to the following:
- 23.11.1 Your account is not under any criminal or fraud investigation; and
  - 23.11.2 You complete a transfer request or application with Your new provider;
- Once We have received a transfer application from Your new provider We will process Your transfer request in line with the ISA Regulations relating to transfers and these Terms and Conditions.
- 23.12 Cash ISA transfer out requests are subject to any applicable account notice period or expiry of a fixed term. Where We receive a transfer out request for Your Cash ISA account, We will send Your funds to Your new ISA provider within 5 Working Days of receiving instructions from Your new ISA provider. Where We receive a request for a transfer in from You, We will send Your transfer form to Your current ISA provider within 5 Working Days of receiving it from You.
- 23.13 Subject to the rest of these Terms and Conditions, early exit charges will be applied to withdrawals, closures and transfers out made within any applicable notice period or prior to the expiry of any fixed term on an account which has a fixed duration or an account where You must give notice to withdraw funds. All applicable early exit charges are set out in the Key Product Information and Our Tariff of Charges available on Our Website and are also available on request.
- 23.14 To benefit from Your Cash ISA allowance for each tax year, You must have applied for, opened and funded a Cash ISA account prior to the end of the tax year. If You have opened Your account in the current tax year and We receive Your funds in the next tax year, Your funds will count towards the next tax year's annual subscription allowance.

Shawbrook Bank Limited

REGISTERED OFFICE: LUTEA HOUSE, WARLEY HILL BUSINESS PARK, THE DRIVE, GREAT WARLEY, BRENTWOOD, ESSEX, CM13 3BE.

REGISTERED IN ENGLAND – COMPANY NUMBER 388466. SHAWBROOK IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY AND THE PRUDENTIAL REGULATION AUTHORITY.

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