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.

- 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.
- 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.
- Our complaints procedure is set out at condition 18.0 of these Terms and Conditions. You may be able to take Your complaint to the Financial Ombudsman Service to investigate further.
- We are a member of the Financial Services Compensation Scheme. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. For full details about the scheme (including the current limits and eligibility to claim) please visit www.fscs.org.uk.
- You need to be aged 18 or over and resident in the UK for tax purposes and to apply for a personal savings account with Us.
- The relevant Key Product Information sets out the main characteristics of the product, including how interest is paid to You.
- The Personal Savings Account may be subject to a minimum and maximum deposits, as well as a minimum and maximum operating amount, please check the Key Product Information for details on Your specific product.
- The interest payable or tax treatment may be subject to change in the future and depends upon your individual circumstances.
- If you change your mind about opening your Personal eSavings Account you may have a 14-day period from the date your account has been opened or when You receive Your contract terms, to cancel. This depends on the type of account You open with Us. Condition 14.0 of these Terms and Conditions gives you more information on this.

1.0 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 by visiting Our website, by telephoning 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 and the Key Product Information 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 word used 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 (our right to offset Available Funds against any debt You have with Us) 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 took effect from 1 July 2014.
- “Customer Number” The unique number which We will supply to You which, in conjunction with a password, security questions, memorable word and memorable date will enable You to access Your Personal eSavings Account.
- “Electronic Transfers” 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-authorised-isas-managers/isas-authorised-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 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 5.5.
- “Personal eSavings Account” 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.
- “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 Document” A secure electronic document storage service comprised within Your Personal eSavings Account. This is normally how We will deliver documents relating to Your Personal eSavings Account to You.
- “Secure Message” A secure electronic mail service comprised within Your Personal eSavings Account. This will be how we normally contact You.
- “Treating Customers Fairly” Our obligations to pay due regard to the interests of customers and treat them fairly.
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,
1.8.2 or 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.

email: savings@shawbrook.co.uk tel: 0345 266 6611 fax: 0330 123 1731 www.shawbrook.co.uk
2.0 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 account is available during each Working Day. You can also contact us by Secure Message at any time.

2.6 We may close a new account 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.

3.0 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. 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, different Terms and Conditions will apply. Please visit Our Website for more information.

3.2 You can apply to open an account via Our Website, or by logging on to Your Personal eSavings Account.

3.3 When You apply to open an account, You must complete the online application form including providing Us with details of Your Nominated Account.

3.4 When applying for a new account You must set up a Nominated Account for Your account. You must also inform Us whether you would like an interest paid to Your Nominated Account or directly back to the account You are applying for.

3.5 Your Nominated Account must meet the following criteria:

i. a UK bank account that accepts Electronic Transfers in and allows Electronic Transfers out;

ii. if it is a sole account it must be in Your name; and

iii. if it is a joint account, then (at least one of) You must be named on that account.

3.6 We will ask You a number of questions as part of the process including questions on:

i. Your employment status;

ii. the industry You work in;

iii. Your salary information;

iv. Your gender;

v. Your residency status;

vi. Your country of birth; and

vii. Your nationality.

3.7 We will ask You to provide contact details including Your:

i. home address (for the last 3 years);

ii. email address;

iii. mobile telephone number (this information must be provided to proceed with Your application); and

iv. home telephone number.

3.8 We will ask You some questions about Your overseas tax and residency information for tax reporting purposes, if applicable to You. Depending on the type of account You are applying for We may require Your National Insurance Number.

3.9 We will ask You about the source of Your deposit funds and what method You intend to use to deposit Your funds. Depending on the source of Your funds We may require further information from You.

3.10 We will also ask You if You would like to hear about Our other products and services following Your application.

3.11 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.

3.12 You must hold a UK current account.

3.13 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.

3.14 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.

3.15 Please note that We can refuse to open an account without giving any reason. There will be no contract between You and Us until We have opened an account. There may be a limit on the amount of accounts You can open with Us. If applicable this will be set out in the Key Product Information.

3.16 If You apply for a product, We may accept an application form signed on Your behalf by a person holding a Power of Attorney or appropriate court order registered with the relevant court or authority in the country where You are resident. You cannot apply online for an account as a Power of Attorney. Depending on the type of account you may be able to request an application form by visiting our website www.shawbrook.co.uk or by telephoning Us on 0345 266 6611.

3.17 The duration of your agreement with Us for each account is set out in the applicable Key Product Information document.

3.18 The minimum deposit amount required to open the account (and minimum operating amount if applicable) is set out in the applicable Key Product Information document.

4.0 Joint Accounts

4.1 The Nominated Account must always remain in the name(s) of the Nominated Account elected when applying for the account.

4.2 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.

4.3 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):

i. We can action instructions received from any Joint Account Holder. This includes withdrawal instructions for the whole balance of the account;

ii. each Joint Account Holder will have their own unique security details, including a Customer Number, that they must use when dealing with Us in the operation of any Joint Account(s); and/or

iii. 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 6.4). Joint Account Holders will be contacted in the first instance by Secure Message.

4.4 Where:

i. We receive instructions from the Joint Account Holders which are contradictory; or

ii. We are notified 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

iii. We receive instructions requesting the 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.
5.0 Identification 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 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.

5.5 In future we may look to electronically verify your identity and/or contact details by other means not included in this condition 5.

6.0 Contacting Each Other

6.1 We may contact You by post, telephone, 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 or upload a Secure Document We will notify You by email (You may need to check your junk or spam folder). It is Your responsibility to ensure that We have Your current contact details. We will continue sending information to You at the last known address or contact information 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. This is not the same as Your Customer Number which is used to securely log on to Your Personal eSavings Account.

6.3 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 log into Your Personal eSavings Account to review a Secure Document or other information regarding Your Personal eSavings Account.

6.4 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. Both account holders will be contacted by Secure Message where this is possible.

6.5 You can contact Us by post, by Secure Message (which you will need to log into Your Personal eSavings Account to access), by telephone using the latest address, telephone number and email address: Shawbrook Bank Limited, Luteca House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 5BE, telephone number: 0345 266 6611, email address: savings@shawbrook.co.uk. Calls will be charged at your telecommunications 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. We will never request this information over email. For further guidance on the avoidance of such matters, please see Secure Message.

6.6 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.

6.7 At the frequency stipulated in the Key Product Information, but at least annually, We will send You a statement by Secure Message, You will be invited to log into Your Personal eSavings Account to access the statement by email showing the transactions passing through Your account. You will check each statement. Where We are unable to send a statement electronically, We will send a paper statement by post to the account holder registered for the Bank Account in accordance with condition 7.6.4.

6.8 In certain circumstances You can request a paper statement from Us.

6.9 Where We are unable to send a statement electronically, We will send a paper statement by post to the account holder registered for the Bank Account in accordance with condition 7.6.4.

6.10 More details regarding the transactions on Your account can be provided at Your request. Please contact Us if You require this.

7.0 Minimum and Maximum balances

7.1 The minimum and maximum amounts that can be held in Your savings accounts are set out in the Key Product Information specific to that account.

7.2 We may close your account and require that You withdraw the amount that You hold in it if it is not in accordance with clause 14.8.5 but we will give You reasonable opportunity to pay in more money to bring the balance up to the minimum. We also reserve the right to return funds to You, where the amount takes the balance over the maximum amount. 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.

7.4 Where we close your account, We will return any Available Funds from Your account to You within 30 calendar days.

8.0 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 Transfer.

8.4 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 from Your Nominated Account, until the product to which that account relates is closed to new applications (which You can check on the “Withdrawn Products” section of Our Website) or additional funding (which You can check in the Key Product Information). 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.

8.5 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):

i. when a cheque is received on a Working Day and within Banking Hours, it will be credited to Your account on that Working Day;

ii. when a cheque is received on a non-Working Day and after Banking Hours it will be credited to Your account on the next Working Day;

iii. 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 10.4); and

iv. only when a cheque has cleared can a withdrawal be made against it (as described in condition 9.0.)

8.6 All amounts received electronically by the end of a Working Day are cleared on the day of receipt, and interest is calculated from that day.

8.7 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.

8.8 Post-dated cheques and cheques issued more than six months ago will not be accepted and will be returned to You.

8.9 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 (including any interest the amount may have accrued) and inform You that this has been done.

8.10 We may return instructions and credits for an account if:

i. We reasonably believe that by complying with the instruction We might break the law, regulation, code or other duty which applies to Us; or

ii. We reasonably believe that complying with the instruction or receiving the credit may damage Our reputation.

Shawbrook Bank

Personal Savings Account

Terms and Conditions
9.0 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 service 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 further details.

9.4 Notwithstanding condition 9.2, withdrawals can be made by Electronic Transfer to either a Nominated Account or to another account in Your name 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 You wish to make withdrawals to an account which is not a Nominated Account You will need to change the Nominated Account associated with Your Personal eSavings Account. You can do this by making a request for a withdrawal by Electronic Transfer by contacting Us by telephone, by post or by Secure Message. If We agree to Your request, We will change the Nominated Account for Your Personal eSavings Account in accordance with condition 3.5 and then process Your withdrawal.

9.6 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 this cut-off time is met and all required details provided (subject to condition 20.0) payments should be received by Your Nominated Account on the next Working Day (with the exception of same day payments which will normally be received by Your Nominated Account 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.

9.7 In order to request an Electronic Transfer to another account You hold with Us (subject to both accounts accepting deposits and allowing withdrawals), You can contact Us by Secure Message by telephone or by post or by Secure Message providing Us with the following information:
   i. the account number of the account from which the transfer is being made;
   ii. the account number of the account to which the transfer is going;
   iii. amount to be transferred; and
   iv. the date You wish the transfer to be made.

9.8 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 12.2, 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. We will restore Your account to the state it would have had the withdrawal not taken place.

9.10 Withdrawals can be requested through Your online eSavings Account if You have an online account or by telephone.

9.11 All payments from Your account will be in Pounds Sterling.

9.12 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).

9.13 You will be liable for all losses which are a result of fraudulent activity on Your part.

10.0 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 Where an interest payment period incorporates the leap year day of 29 February, the daily interest rate will be calculated to reflect that extra day. This means that the interest rate accrued on a daily basis may be different.

10.3 Interest can be credited to Your account with Us or paid to Your Nominated Account. When applying for Your Personal eSavings Account We will ask you to choose how You want Us to pay You interest.

10.4 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.

10.5 If We receive funds by Electronic Transfer 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.

10.6 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 if You wish to continue at this rate You will need to specifically agree to continue at this rate.

10.10 The up to date interest rate applicable to Your account will be set out in any statement You receive from Us and on Your Personal eSavings Account homepage.

10.11 Interest is paid gross. As of 6th April 2016, income tax is no longer deducted by Shawbrook Bank from interest earned on your account.

10.12 We will notify You of any material change to Your interest rate and the expiry of a fixed term if applicable to Your account.

10.13 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.

10.14 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.

11.0 Tax

11.1 The account is only available to individuals who are 18 years of age or over, permanently resident in the UK, and are only liable for UK tax.

11.2 Interest on Cash ISA accounts will be paid gross (tax free) subject to the account being operated in line with the ISA Regulations.

11.3 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.

11.4 Tax statements are issued annually in April.

11.5 Your tax statements for accounts will be provided electronically on Your Personal eSavings Account. In certain circumstances we will provide You with Paper copies of Your tax statements. 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 a Personal eSavings Account.

11.6 If You become a 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 14.7 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 further 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.

11.10 Please note that other taxes or costs may exist that are not paid through us or charged by us.
12.0 Our liability to you and your liability to us

12.1 Subject to the rest of this condition 12.0, We will be liable to You for any loss or damage resulting from Our failure, delay or error in carrying out Your instructions (however caused) but Our liability will be the lower of:

i. the amount of such loss or damage, and
ii. 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:

i. the instructions You give Us are not correct and so cause the loss or damage, or
ii. 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 control and we could not have avoided despite our best efforts to the contrary, such as industrial action or mechanical failure for example.

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:

i. Your fraudulent act, or
ii. Your gross negligence or intentional failure to keep Your account information, passwords, security and login details safe, or
iii. 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:

i. You fail to tell Us of the incorrect payment without undue delay and in any case within thirteen months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred), or
ii. the cause of the incorrect payment is because You gave Us the wrong (or insufficient) payment details for Us to make the payment, or
iii. We can demonstrate to You that the beneficiary bank received the payment.

12.5 In the event of notification by You of any unauthorised payment transaction(s) (except where You have committed fraud):

i. We will make a full refund of the transaction to Your account;
ii. We will restore the debited account to the state it would have been in had the unauthorised transaction not taken place, and
iii. You will not be responsible for any losses incurred as a consequence of the unauthorised payment transaction.

13.0 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, mobile telephone or telephone number, please let Us know immediately in writing (either by post or by Secure Message) or by telephone. We may require proof of a change of address.

13.2 As part of the account opening process, security questions and answers provided by you 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, [memorable date and memorable word]. 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.

13.4 If You become aware of a transaction on Your account which You have not authorised, please contact Us immediately by Secure Message or 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.

13.5 It is Your responsibility to:

i. ensure that Your security details (Customer Number, password, memorable word and answers to Your security questions) used for logging into Personal eSavings Account remain known only to You;
ii. ensure that if You use a public or shared computer when logging into Personal eSavings Account 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 ensure that you do not use any facility which remembers Your security details;
iii. regularly review and update the security software installed on the computer(s) You use to access Your Personal eSavings Account;
iv. ensure that Your address details, email address and mobile telephone number are kept up to date as this is the key communication method.

14.0 Closure or cancellation of your account

14.1 If You change Your mind and wish to cancel Your application to open an account, depending on Your account You may do so at any time within the 14 calendar days from the opening date of Your account or receiving Your contractual terms (whichever is later). 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 interest rate for a fixed period 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, 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 14 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 Where you cancel Your account, We will return all Available Funds to You within 30 calendar days from the date You notify Us of Your intention to cancel.

14.5 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.

14.6 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.

14.7 We reserve the right to transfer Your product or account into a suitable alternative or to close Your account for the following reasons:

i. changes in market conditions;
ii. the product or account We offer You becomes unsuitable for You or becomes obsolete;
iii. the platform which supports the product becomes obsolete, and
iv. other matters which render the product or account commercially unsupportable.

In any event We will give You at least 2 months’ 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.
14.0 Closure or cancellation of your account continued

14.8 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.

i. the relationship between You and Us should have broken down such that mutual trust and confidence shall no longer apply between us;

ii. You conduct Your relationship with Us in a way that results in abuse to Our staff or agents;

iii. Your conduct is otherwise such that Our reputation may be damaged;

iv. We may be put in a position where We are in breach of law or regulation;

v. if You have seriously or persistently broken this agreement.

We will remit any Available Funds to Your Nominated Account within 30 calendar days or without undue delay.

14.9 We will write to you before maturity through your online eDocuments or by post to remind you of the date that your fixed term ends. The notice will explain:

i. What happens when the fixed term or fixed rate expires, including what We will do with the balance where You have not given us any instructions.

ii. What options You have with the balance of Your account, including how these options are exercised.

14.10 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 Available Funds to You.

14.11 In the case of a Cash ISA product You 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:

i. 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;

ii. You and/or Your Cash ISA Isa(e)s do not comply with the ISA Regulations;

iii. We are instructed to close Your account by HMRC;

iv. upon Your death;

v. 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 ISA account tax and interest will be paid Gross in accordance with HMRC practice.

14.12 Where we close Your account We will return any Available Funds within 30 calendar days. Where You decide to cancel Your account, either within the initial 14 days of opening the account (if applicable to your account), or in line with Your rights as set out in the Key Product Information, We will return any Applicable Funds within 30 calendar days from receiving Your intention to cancel.

14.13 Any sums payable under this condition 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.

14.14 Where We exercise Our rights to set off We will provide notification to You by Secure Message setting out the date on which We exercised Our right to set off and the amount debited from Your account.

14.15 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:

i. You are not eligible for an account;

ii. You have given Us any false information at any time;

iii. You or someone else is using the account illegally or for criminal activity;

iv. by maintaining Your account, We might break a law, regulation, code or other duty which applies to Us;

v. by maintaining Your account, We may damage Our reputation; or

vi. You have been in serious or persistent breach of this agreement or any additional conditions which apply to an account.

14.16 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.

14.17 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.

14.18 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, letters of administration or certificate of confirmation from Your executors or personal representatives.

14.19 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.

14.20 If you cancel Your Cash ISA within the 1⁄4 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 1⁄4 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).

15.0 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. 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:

i. the balance being transferred out meets the conditions set out in the Key Product Information document of the new Cash ISA product;

ii. Your current Cash ISA account is an eligible ISA account;

iii. the Key Product Information document for the both accounts allow the transfer to take place; and

iv. You apply the payable 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.
15.0 Transfers of accounts and product transfers continued

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.

16.0 Changing the terms of this agreement

16.1 We may change the terms of the Agreement in accordance with this condition. 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, by email, by Secure Message or by uploading a Secure Document (which will notify You of the statements availability in Your Personal eSavings Account).

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 2 months’ notice in writing either by post, by Secure Message or by uploading a Secure Document (which will notify You that details of the changes are available in Your Personal eSavings Account) of such proposed change in accordance with the conditions in this section. You may close or transfer your account without charge during this 2 month period. If we do not hear from you within this period, we will assume that you have accepted the changes.

16.5 We may make any change to the terms of the Agreement for any of the following reasons: -
   i. to respond to or anticipate any changes in relevant law, regulation or code of practice;
   ii. to introduce and/or enable Us to introduce new or improved systems, procedures, services and/or facilities;
   iii. to respond to a relevant decision by a Court, the Financial Ombudsman, Regulator or similar body;
   iv. to take account of general banking practice;
   v. to make the terms clearer or more favourable to You;
   vi. to enable Us to respond to any changes or anticipated changes in Our relevant costs; and/or
   vii. to correct any error, inaccuracy, ambiguity or omission in the drafting of this Agreement (provided that We act reasonably in doing so).

17.0 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 (which will notify You that details of the changes are available in Your Personal eSavings Account) on the following basis:
   i. for accounts with a notice period - a notice period of 14 days after the notice period required for withdrawals on Your account type (subject to a minimum period of 30 days);
   ii. for accounts without a notice period - a notice period of 30 days.

17.3 We will provide a reminder within 1 1/2 days before the proposed change takes place.

17.4 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.

17.5 We may make any change to the interest rates that apply to Your account for any of the following reasons:
   i. for any of the reasons given in condition 16.5;
   ii. a change in the Bank of England base rate, or any rate which replaces it;
   iii. 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
   iv. 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.
   v. 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 You will not be notified in writing.

18.0 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 Team.

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.

18.3 If you opened your account with us online, then instead of contacting FOS directly using the details above, you can submit your complaint through the EU Online Dispute Resolution (ODR) platform. You can find further information and access the ODR platform on http://ec.europa.eu/odr.

19.0 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 or call the FSCS on 0800 678 1100.
20.0 General Instructions

20.1 We can accept instructions from You by Secure Message, post or by telephone or (if applicable) via Your Personal eSavings Account. Before actioning any instructions, we will always verify Your identity:

i. 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).

ii. 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.

20.2 Where accepting instructions by Secure Message Your identity will have been verified by the secure log in information required to gain access to Your Personal eSavings Account. We will not accept instructions by general non secure email or by fax.

20.3 Where Your instructions are submitted via Your Personal eSavings Account (other than Secure Message) Your identity will have been verified by the secure log in information required to gain access to Your Personal eSavings Account. We will not accept instructions submitted via Your Personal eSavings Account 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.

20.4 Where actioning 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.

20.5 We may refuse to action instructions submitted via 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.

20.6 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 undertaken in relation to Your Personal eSavings Account, and

20.7 Where You have not a mobile telephone, then You must telephone Us on 0345 266 6611. We will then ask You security questions to reset Your password.

20.8 Where You have forgotten Your password:

i. Customer Number – which will be unique to You and used in conjunction with Your Password and memorable word to access Your Personal eSavings Account;

20.9 We will send You a temporary password and ask you to create a new password.

ii. Password – set up by You and used in conjunction with Your Customer Number to access Your Personal eSavings Account, and

20.10 We may request additional verification of instructions submitted via Your Personal eSavings Account other than instructions submitted via Secure Message. We may also notify You that You 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.

21.0 Personal eSavings

21.1 You will use the following details to access Your Personal eSavings Account:

i. Customer Number – which will be unique to You and used in conjunction with Your Password and memorable word to access Your Personal eSavings Account;

ii. Password – set up by You and used in conjunction with Your Customer Number to access Your Personal eSavings Account, and

21.2 We will inform You of the reason why such an instruction has not been acted on, unless to do so compromises Your or Our security or is unlawful.

21.3 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.

21.4 You must not use Your Cash ISA as security for a loan.

21.5 Your account is suspended or blocked; or

21.6 You must be and will remain the sole beneficial owner of Your Cash ISA account. You must not use Your Cash ISA as security for a loan.

21.7 You must not use Your Cash ISA as security for a loan.

21.8 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.

21.9 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.

21.10 Where You have not a mobile telephone, then You must telephone Us on 0345 266 6611. We will then ask You security questions to reset Your password and unlock Your account.

21.11 We will then ask You security questions to reset Your password and unlock Your account.

21.12 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.

21.13 Where You have forgotten Your password:

i. You can provide us with Your Customer number or user name using the link available on the login page;

21.14 We will send You a SMS message with an authentication code to reset Your password, and

21.15 We will send You a SMS message with an authentication code to reset Your password, and

21.16 If You do not have a mobile telephone, then You must telephone Us on 0345 266 6611. We will then ask You security questions to reset Your password.

22.0 Tarriff of Charges

22.1 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.

22.2 Where You have forgotten Your password:

i. You may contact Us 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 Your Personal eSavings Account (other than instructions submitted via Secure Message) We may also notify You that You 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.

22.3 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.

23.0 Cash ISA

This condition 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 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 Where You have not a mobile telephone, then You must telephone Us on 0345 266 6611. We will then ask You security questions to reset Your password.

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 deposit can be 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:

i. Your account is not under any criminal or fraud investigation; and

ii. 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.
23.0 Cash ISA continued

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.

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.