

The following terms and conditions cover business savings accounts with us, Shawbrook Bank Limited. These terms and conditions, your application and the Key Product Information form the agreement between you and us. You should read this document together with the Key Product Information. If there is a difference between the Key Product Information and the information in these terms and conditions, the Key Product Information will apply.

1. General

- 1.1 These terms and conditions apply to business savings accounts we offer.
- 1.2 It is important that you read and understand these terms and conditions. If you have any questions, please contact us.
- 1.3 These terms and conditions may change from time to time, in line with condition 15.
- 1.4 You will receive a copy of these terms and conditions before you open an account. You can also ask for copies of the terms and conditions, Key Product Information and application form, at any time by phoning us or visiting our website. These documents set out and manage the relationship between you and us.
- 1.5 We set out below the meaning of some of the words and phrases we use in this document. Please contact us if the meaning or any other wording in the document is not clear.
 - 'Account start date'** The working day on which the first payment is made into your account, once we have opened your account.
 - 'Available funds'** Funds we hold in your account (including any interest due to you) which are not subject to set off against money you owe us (see condition 13.11) and which are not otherwise subject to any legal restriction or duty preventing us from releasing those funds.
 - 'Banking hours'** 9am to 2.30pm, Monday to Friday (not including bank holidays in England).
 - 'Business eSavings account'** The internet banking service we provide that allows you to use your account online.
 - 'Controllers'** Each director, partner, signatory to the account, shareholders or members with a holding of 25% or more or any persons who direct the affairs of the company.
 - 'Customer number'** The unique number we give you which, together with your password and security questions, will allow you to access your business eSavings account.
 - 'Electronic transfer'** Electronic money transfers used to move money between UK bank accounts (which may include next-day payments, CHAPS, BACS or any other method we tell you about). This does not include payments made by UK debit card.
 - 'HMRC'** HM Revenue & Customs.
 - 'Key Product Information'** The document which summarises the key features and terms of the product (or products) you have chosen.
 - 'Nominated account'** A UK bank account which you nominate when opening a business savings account and which meets the requirements in condition 3.4.
 - 'Our contact details'** Methods you may use to contact us including email at savings@shawbrook.co.uk, or phone on 0345 266 6611 or post at our registered office address at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE.
 - 'Website'** Our website at www.shawbrook.co.uk.
 - 'Working day'** Any day that we are open for business.
 - 'Secure message'** A secure email service within your business eSavings account. This is the method we will usually use to contact you.
 - 'Secure document'** A secure electronic document storage service within your business eSavings account. This is the method we will usually use to send you documents relating to your business eSavings account.
 - 'We, us, our'** Shawbrook Bank Limited.
 - 'You, your'** The named account holder (or account holders).
 - 'Your contact details'** Methods we may use to contact you including post, phone, fax, email, secure message, mobile device.
- 1.6 All communication between us will be in English.
- 1.7 The relationship between you and us will be based on English law.

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 postal correspondence.
- 2.3 We are a member of the Financial Services Compensation Scheme. You can check if your savings are protected by the Financial Services Compensation Scheme at <https://protected.fscs.org.uk>
- 2.4 Our savings team is available each working day. You can also contact us by secure message at any time.

3. Opening your account

- 3.1 These terms and conditions apply to savings accounts for businesses and will apply until the account is closed or cancelled. If you need a savings account for or on behalf of an individual or individuals, different terms apply. Please contact us for more information.
- 3.2 You can apply to open an account through our website by filling in the online application form and providing us with details of your nominated account.
- 3.3 If you have more than one business savings account with us, you must make sure that the contact details for each business are linked to the correct business entity.
- 3.4 Your nominated account must:
 - 3.4.1 be a UK bank account that allows electronic transfers in and out; and
 - 3.4.2 be in the name of the business which is opening the business eSavings account.
- 3.5 When you apply, we will ask you a number of questions, including:
 - 3.5.1 whether you have a personal savings account with us;
 - 3.5.2 whether you are registered with our online banking platform;
 - 3.5.3 questions about your company (including its trading name, business purpose, the date it was established, its registration number, number of employees, revenue, balance sheet total, net assets and whether it has any offshore links); and
 - 3.5.4 general contact information for your company.
- 3.6 We will ask you for information about the controllers of the company.
- 3.7 We will ask you to give us some personal details, including you:
 - 3.7.1 home address (for the last three years);
 - 3.7.2 email address;
 - 3.7.3 occupation;
 - 3.7.4 mobile and home phone numbers; and
 - 3.7.5 nationality (including whether you are a UK citizen or UK resident).
- 3.8 We will also ask you how you are linked to the company for which you are opening the account.
- 3.9 We will ask you some questions about your tax arrangements including overseas tax and residency information for tax-reporting purposes. We may need your National Insurance number.
- 3.10 We will ask you about the source of the funds you will use to open the account and how you plan to make your payment.
- 3.11 We will ask you to give us the names of authorised signatories and anyone who can manage the account.
- 3.12 We will also ask you if you would like to hear about our other products and services.
- 3.13 You must be at least 18 and a permanent UK resident (excluding the Channel Islands and the Isle of Man) to have an account with us.
- 3.14 All controllers must be 18 or over.
- 3.15 Companies and shareholding companies must be registered in the UK and liable for UK tax only.
- 3.16 You must hold a UK business current account.
- 3.17 We can refuse to open an account for any reason. There will not be any contract between you and us until we have opened an account for you. There may be a limit on the number of accounts you can open with us. If this applies, it will be set out in the Key Product Information.
- 3.18 For certain products, we may accept an application form signed on your behalf by someone who has a power of attorney or appropriate court order registered with the relevant court or authority in the country where you live. You cannot apply online for an account as a power of attorney. You can ask us for an application form by phoning us.
- 3.19 The duration of your agreement for each account is set out in the Key Product Information.
- 3.20 The minimum amount you need to open and keep the account, if this applies is set out in the Key Product Information.

4. Confirming your identity

- 4.1 When you apply to open an account, we must confirm your identity and address through electronic searches to prevent fraud and misuse of the UK banking system. We will not open an account until we have confirmed the identity and address of the business requiring the account and its controllers.
- 4.2 If we are unable to do this, or need more information, we will contact you.
- 4.3 A separate leaflet (Verifying Your Identity) explains our identification requirements in more detail. Please ask for a copy of this leaflet.
- 4.4 We must also make sure your identification details are kept up to date. This means we will ask for more information from time to time, even if you have had an account with us for some time. We have the right to restrict or close your account if we cannot update your identification details.

5. Contacting each other

- 5.1 We will contact you using your contact details. When we send you a secure message or upload a secure document, we will tell you by email. It is your responsibility to make sure that we have your up to date contact details. We will continue communicating with you using your most recent contact details we have. If you do not tell us promptly about a change to your contact details, the security of your account could be at risk.
- 5.2 We will give you a unique account number. Please quote this in all correspondence with us. This is not the same as your customer number, which is the number you use to securely log in to your business eSavings account.
- 5.3 We will mainly communicate with you by secure message. We may also contact you by text message (to reset your password) or by email to invite you to log in to your business eSavings account to read a secure document or other information about your account.
- 5.4 When we communicate by post, we will normally contact only the account holder or signatory who is named first in our records, unless by law we have to contact someone else or you ask us to. The account holder or signatory named first in our records is responsible for passing information we send them to the other account holders or signatories.

5. Contacting each other continued

- 5.5 When we reply to a secure message, we will normally only reply to the account holder or signatory who sent the message. They are then responsible for passing information we send them to the other account holders or signatories.
- 5.6 When we upload a secure document, each account holder or authorised signatory will receive a notification if they have given us a valid email address.
- 5.7 In circumstances set out in the Key Product Information, we will need the permission of all account holders or authorised signatories. If this is the case, we will contact all account holders or authorised signatories to ask for their permission. We will not take any action until we have this permission.
- 5.8 You can contact us by secure message by logging in to your business eSavings account or through our contact details. If you phone us, calls will be charged at your provider's current rate. Sensitive or confidential information must always be sent by secure message. We do not accept instructions by post. You must use the methods set out in condition 19.
- 5.9 We may record or monitor phone calls and monitor electronic communications to ensure that we are meeting our service standards and all legal requirements that apply.
- 5.10 At least once a year, or as often as it says in the Key Product Information, we will send you a statement by secure message, showing the transactions on your account. We will invite you to log in to your business eSavings account to access this statement. You should check each statement carefully and contact us immediately if anything appears incorrect or if you require more details about transactions on your account. You can also check this information at any time by logging in to your business eSavings account.
- 5.11 Please let us know if there is a particular reason why you require a paper statement.

6. Minimum and maximum balances

- 6.1 The minimum and maximum amounts that you can have in your savings accounts are set out in the Key Product Information for that account.
- 6.2 We can close an account if the amount in it falls below the minimum amount for that account. We will give you at least 14 calendar days' notice before doing this. During this time, you can pay in more money to bring the balance up to the minimum. However, this will depend on our right to withdraw products at any time (condition 7.3), which will also apply during any notice period. If we withdraw a product during a notice period, you will not be able to pay in more money to bring the balance up to the minimum and we will close the account.
- 6.3 During any period when the account balance is below the minimum amount, we may pay a reduced rate of interest. The Key Product Information document sets out this reduced rate.
- 6.4 If we close your account, we will return any available funds from your account to you within 30 days.

7. Paying money into your account

- 7.1 Any payments into the account must be from your nominated account.
- 7.2 Any cheques you pay in should be made payable as follows. If you are a:
 - 7.2.1 sole trader – to you or your trading name;
 - 7.2.2 partnership – to any or all partners or to your trading name; or
 - 7.2.3 company – to the company or its trading name.
- 7.3 We may withdraw one or more products at any time. If we do this, we will list that product in the 'Withdrawn products' section of our website. Once your account is open, depending on the Key Product Information, you can pay money in at any time until the product is closed to additional funds. We will notify you if a product is closed to additional funding. If you try to pay in money after a product has been closed to additional funds, we will return that money to you.
- 7.4 Depending on the Key Product Information, you can pay funds in by electronic transfer or cheque.
- 7.5 We will process cheques in line with the clearing cycle below (as long as your account is open and able to accept new funds).
 - 7.5.1 When we receive a cheque within banking hours, we will pay it into your account that day.
 - 7.5.2 When we receive a cheque after banking hours, we will pay it into your account on the next working day.
 - 7.5.3 Your cheque will normally clear within six working days, although it will start to earn interest before it clears (see condition 9.4).
 - 7.5.4 You can only withdraw money against a cheque once that cheque has cleared (see condition 8.1).
- 7.6 All amounts paid electronically into your account by the end of a working day are cleared on the working day we receive them, and interest is calculated from that day.
- 7.7 If a cheque paid into your account is later returned unpaid, we will withdraw the amount originally credited to your account. We will tell you that we have done this.
- 7.8 We may return funds or not follow instructions for an account if:
 - 7.8.1 we believe that by following the instruction we might break the law, regulation, code or other duty which applies to us; or
 - 7.8.2 we reasonably believe that following the instruction or receiving the funds may damage our reputation.

8. Withdrawals

- 8.1 You can only withdraw money from your account if there are enough cleared funds available in the account.
- 8.2 We will only pay withdrawals to your nominated account. We will not pay money to anyone else from your eSavings business account.
- 8.3 For accounts with a notice period, we will withdraw money or close an account at the end of the notice period.
- 8.4 You can withdraw money by transferring your funds to another account you have with us, depending on the withdrawal conditions in the Key Product Information.
- 8.5 You can withdraw money by direct electronic transfer, cheque, by sending us a secure message or by phone.

8. Withdrawals continued

- 8.6 If your request is made by secure message, the minimum number of account holders or authorised signatories must log in to their business eSavings account and authorise the instruction. If you make the request by phone, the minimum number of authorised signatories must authorise the instruction individually over the phone, using their security details. We will need the following information from you to make an electronic transfer.
- 8.6.1 The account number you want to make the payment from.
 - 8.6.2 The name of the person you are making the payment to.
 - 8.6.3 Their account sort code and account number or building-society roll number.
 - 8.6.4 The amount you want to withdraw.
 - 8.6.5 A payment reference, if this applies.
- 8.7 For cheque withdrawals, we will send the cheque to your business address on our records.
- 8.8 If you want to request a payment to be processed on the same day, the last time we can receive payment details is 2.30pm (on a working day). As long as you meet this time limit and give us all the details we need (see condition 19), the receiving bank should receive the funds on the next working day. (This does not apply to same-day payments, which the receiving bank will normally receive on the same working day.) Once a payment has been processed, we cannot prevent the payment from being sent. Payment requests we receive 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.
- 8.9 To transfer funds to another account you have with us, we will need the following information.
- 8.9.1 The account number of the account the money is being transferred from.
 - 8.9.2 The account number of the account the money is being transferred to.
 - 8.9.3 The amount to be transferred.
 - 8.9.4 The date you want us to make the transfer (depending on any notice period or end date of a fixed-term deposit).
- If you do not give us the information shown above, or you give us incorrect information, the payment may be delayed or the funds may not reach the receiving account.
- 8.10 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 return your account to the state it would have been in had the withdrawal not taken place.
- 8.11 When you apply for one of our savings products, you will need to tell us the account operating conditions you want in place for account holders and authorised signatories. We will always act in line with agreed operating conditions for the account.
- 8.12 If any of the account holders or authorised signatories is unable to make decisions due to a medical condition or dies, we will, (unless you ask us otherwise and as we agree) accept the authority of the other signatories.
- 8.13 Unless you say differently on the application form, you should be aware that any one account signatory can withdraw the entire balance of the account.
- 8.14 Once we have received and processed your instructions, you cannot change your mind and cancel your instructions (unless we specifically agree to cancel your instructions and tell you this).
- 8.15 You will be responsible for all losses which are a result of your fraud.

9. Interest

- 9.1 Interest accrues on a daily basis on cleared credit funds and we pay it in line with the conditions in Key Product Information.
- 9.2 If an interest payment period includes 29 February, we will calculate the daily interest rate to reflect that extra day.
- 9.3 We can credit the interest to your account with us or pay it to your nominated account. You can choose how you want to receive interest when you apply for our account.
- 9.4 If you pay funds in by cheque, we start paying interest on those funds from the second working day following the working day we receive your cheque.
- 9.5 If we receive funds by electronic transfer before the end of a working day, we will start paying interest on those funds from that working day. If we receive any funds after the end of a working day or on a non-working day, we will not credit your account with those funds until the next working day.
- 9.6 Depending on your product, we will pay interest annually or monthly. You will choose how often you receive interest payments when you apply for a product.
- 9.7 Your account earns interest up to and including the day before funds are withdrawn or the date the account is closed.
- 9.8 Interest rates are variable unless we say otherwise in the key product information. If interest rates are variable, we may alter them in line with condition 16.
- 9.9 You can get details of our current interest rates by contacting us.
- 9.10 If we cannot pay funds into your account, we will return them to you. We will not pay interest on funds that we return to you.

10. Tax

- 10.1 We will pay interest on your account without deducting any tax. You are responsible for paying any tax you owe to HMRC.
- 10.2 You may be liable for other taxes and costs which are not payable through us.
- 10.3 If we believe you may have to pay tax in other countries, we may share information about you directly with those tax authorities, or with HMRC (who may also share information with the other tax authorities).

11. Our liability to each other

- 11.1 We will be liable to you for any loss, injury or damage resulting from our failure, delay or error in carrying out your instructions. We will be liable for:
- 11.1.1 the amount of any loss, injury or damage; or
 - 11.1.2 the amount of any interest you do not receive or any interest you have to pay as a result of any failure, delay or error.
- 11.2 We will not be liable to you if:
- 11.2.1 your instructions are incorrect; or
 - 11.2.2 we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes any machine or electronic device failing to work, industrial action or disputes, strikes, or you failing to provide instructions or information we have asked for.
- 11.3 We will not be liable in any circumstances for loss of business, loss of goodwill, loss of opportunity or loss of profit.
- 11.4 However, this will not apply if the loss arose from an unauthorised payment transaction which was not caused by:
- 11.4.1 your fraud;
 - 11.4.2 your gross negligence or you deliberately failing to keep your account information, passwords, security and log-in details safe; or
 - 11.4.3 your gross negligence or you deliberately failing to keep to your agreement with us.
- 11.5 We are not responsible for any incorrect payment on your account if:
- 11.5.1 you fail to tell us about the incorrect payment as soon as possible, and within 13 months of the date of the of the transaction or, in the case of a failed transaction, the date the transaction should have happened; or
 - 11.5.2 the payment is incorrect because you gave us incorrect payment details.
- 11.6 If you tell us about an unauthorised transaction:
- 11.6.1 we will refund the transaction in full to your account;
 - 11.6.2 we will return your account to the state it would have been in had the unauthorised transaction not taken place; and
 - 11.6.3 you will not be responsible for any losses resulting from the unauthorised transaction.
- 11.7 Conditions 11.2 to 11.6 will not apply if you have committed fraud.

12. Security

- 12.1 You should make all reasonable attempts to protect your accounts. If you change any of your contact details, please let us know immediately, either by secure message or by phone. We may need evidence of a change of address or name.
- 12.2 You should tell us as soon as possible if any of the information you gave us to open the account under conditions 3 and 4 changes or is incorrect.
- 12.3 When you open your account, you will agree security questions and answers which we will use to identify you. You must keep this information secure at all times and ensure only you know these security details. We will never ask you for complete answers to your security questions. If you suspect anyone else knows your security details, please contact us immediately, or you may be responsible for any unauthorised payment transactions on your account.
- 12.4 You must contact us immediately if you suspect that your account is no longer secure.
- 12.5 If you become aware of a transaction on your account which you have not authorised, please contact us immediately by secure message or by phoning us (during a working day).
- 12.6 You are responsible for:
- 12.6.1 keeping your security details safe at all times, including when you use a public or shared computer to log in to your account;
 - 12.6.2 regularly reviewing and updating the security software installed on the computers you use to access your account;
 - 12.6.3 keeping your contact details up to date as these are the main methods we will use to communicate with you about your account; and
 - 12.6.4 telling us immediately about any communication (phone calls, emails, suspicious website links and so on) that asks you for your account security details. We will only ever ask you for your password and customer number when you log in to your account, 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.

13. Closing or cancelling your account

- 13.1 If you change your mind and wish to cancel this agreement, you can do so at any time within 14 days from the day you open your account or receive the terms of your contract (whichever is later). Please contact us to confirm your request.
- 13.2 Your right to cancel does not apply to an account with a fixed interest rate for a fixed period.
- 13.3 You can ask us to close the account at any time (depending on any notice period given in the Key Product Information). You cannot close a fixed term account before the end of the fixed term. You cannot withdraw deposits in accounts with a fixed term before the fixed term ends. The Key Product Information for the relevant account will say if that account has a fixed term.
- 13.4 We may choose not to close your account until you have repaid any money you owe us.
- 13.5 If you cancel your account we will return all available funds within 30 days from the day you tell us you want to cancel the account.
- 13.6 If someone tries to make a payment into an account which has been closed, we will take reasonable steps to return the payment to them.
- 13.7 We can replace your product or account with a suitable alternative or to close your account for any of the following reasons.
- 13.7.1 Changes in market conditions.
 - 13.7.2 The product or account becomes unsuitable for you or is no longer produced or used.
 - 13.7.3 The IT system or platform which supports the product is no longer used.
 - 13.7.4 Other matters, which make the product or account commercially unsupportable.
- We will give you at least two months' written notice or, in the case of an account with a notice period, 14 days plus the notice period. If we close your account we will return any available funds to your nominated account.

13. Closing or cancelling your account continued

- 13.8 We also have the right to close any account by sending you written notice to close the account immediately or by withdrawing the product for the following reasons.
- 13.8.1 Our relationship with you has broken down in a way that means there is no trust and confidence between us.
 - 13.8.2 You abuse our staff or agents.
 - 13.8.3 Your behaviour damages our reputation.
 - 13.8.4 We may be put in a position where we break a law or regulation.
- If any of the above applies, we will return any available funds to your nominated account within 30 days.
- 13.9 If you have a fixed-term account, we will contact you by secure message at least 14 days before the end of the fixed term. The notice will explain:
- 13.9.1 what happens when the fixed term ends, including what we will do with the funds in the account if you do not give us any instructions; and
 - 13.9.2 what you can do with the funds in the account
- 13.10 We will contact you if we want you to close your account. We will set out the time period you must do this in (which will be no shorter than the notice period that applies to your account or, in the case of a fixed-term account, no earlier than the end of the fixed term). If your account is not a fixed term account or is not an account where you have to give notice to withdraw funds, we will give you at least two months' notice. If, at the end of that period, you have not closed your account, we can refuse to accept payments into the account and may return any available funds to you.
- 13.11 We will return any funds to you within 30 days of you telling us you want to close the account or of the account being closed. Any amounts you owe when you close the account may be set off against each other. 'Set off' means we can use available funds from another account you have with us (in either your name only or as a joint account holder) to repay money owed on the closed account. If we do this, we will act reasonably and in line with the relevant regulations.
- 13.12 If we use our right of set off, we will tell you, setting out the amount taken from your account and the date it was taken.
- 13.13 If you are the only account holder or authorised signatory and you die, the account will transfer to your executors. We will release the funds at the end of the fixed term or at the end of any notice period that applies to the account, as the case may be. For these purposes we will treat receiving the grant of probate as valid notice.
- 13.14 If you are in a partnership and one of you dies, the deposits in the account will transfer in line with your partnership agreement. All other terms and conditions of the account will not change. We will release the funds at the end of the fixed term or at the end of any notice period that applies, as the case may be.

14. Transferring accounts

- 14.1 You can transfer the balance of your account, in part or in full, to another savings account in our range, as long as you keep to the conditions of your existing account relating to any notice or penalty due and meet the conditions of the new account.
- 14.2 Where you transfer funds between two business savings accounts within our product range then, except where condition 14.3 applies, any interest you have earned on the funds in the old account will not be applied to the old account on transfer but will instead be applied to the new account as set out in the Key Product Information for the new account.
- 14.3 Despite what condition 14.2 says, if you transfer funds from one savings account within our product range to an account with a fixed term within our product range, then interest you have earned on the funds in the old account will be applied to the old account on transfer.
- 14.4 Condition 14.1 may not apply if you are transferring to an account which has a longer notice period than your existing account.

15. Changing the terms of this agreement

- 15.1 We may change the terms of this agreement, with the exception of changes relating to interest rates which are covered by condition 16, in line with this section. We may also agree separate terms with you in writing.
- 15.2 We may upgrade your account or improve the services we provide to you, at no extra cost to you and if it will benefit you.
- 15.3 If we make a change to your account that is in your favour, we will put the change in place immediately and tell you about the changes afterwards.
- 15.4 If we want to make a change that is not in your favour, we will give you at least two months' notice in writing. You may close or transfer your account without charge during this two-month period. If you do not tell us that you wish to close or transfer your account within this period, we will assume that you have accepted the changes.
- 15.5 Notwithstanding condition 15.4, we may change any of the terms of the agreement without asking you for any of the following reasons.
- 15.5.1 To make the terms clearer or more favourable to you.
 - 15.5.2 To reasonably correct any minor errors or inaccuracies in this agreement.
 - 15.5.3 To introduce (or allow us to introduce) new or improved systems, procedures, services or facilities.
 - 15.5.4 In response to, or to anticipate, any changes in relevant law, regulation or code of practice.
 - 15.5.5 In response to a decision by a court, the Financial Ombudsman, a regulator, or a similar organisation.
 - 15.5.6 To take account of general banking practice.

16. Changes to interest rates

- 16.1 If a change in interest rate is to your advantage, we will make the change immediately and tell you in your statement of account or in writing.
- 16.2 If a change in interest rate is not to your advantage, we will always tell you in writing or by secure message before the change. Before the change takes effect, we will give you 14 days' notice, plus the notice period required for withdrawals on your account (a total of at least 30 days).
- 16.3 We will send you a reminder by secure message within 14 days before the proposed change takes place.
- 16.4 Depending on the Key Product Information where we reduce the interest rate on your account, you can close your account without any charges or losing interest. You may also be able to switch to another account. If you want to switch or close accounts, please tell us in writing. If you do not tell us in writing, we will assume that you have accepted the proposed change on the date the changes takes place.
- 16.5 We may make a change to the interest rates that apply to your account for any of the following reasons.
 - 16.5.1 For any of the reasons given in condition 15.5 above.
 - 16.5.2 Due to a change in the Bank of England base rate, or any rate which replaces it.
 - 16.5.3 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.
 - 16.5.4 Due to our internal policies on competitiveness, market share, or the profitability of our business as a whole, as long as we act in a reasonable way.
- 16.6 If your account has an interest rate which tracks a publicly available reference rate (for example, the Bank of England base rate), we will apply any change in interest rate which is the same as a change in that reference rate on the calendar day the reference rate changes or as set out in the Key Product Information. This change will occur without us writing to you to tell you about it.

17. Complaints procedure

- 17.1 Our aim is to provide the highest possible standard of service to all our customers. If you have a complaint, please contact our Savings Team by phone, or write to us at our registered office address at condition 2.2 and mark your letter for the attention of the Complaints Department.
- 17.2 If you are not happy with the outcome of our complaints procedure, or it has been more than eight 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 is an independent and impartial organisation which helps settle disputes between customers and financial services businesses. You can find more information at www.financial-ombudsman.org.uk.

18. Financial services compensation scheme

- 18.1 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 more information about the compensation provided by the FSCS (including amounts covered and whether you are eligible to make a claim), please see the FSCS Information Sheet and Exclusions List, go to the FSCS website at www.FSCS.org.uk, or call the FSCS on 0800 678 1100.

19. General instructions

- 19.1 We accept instructions from you by secure message or by phone, or (if it applies) through your business eSavings account. Before carrying out any instruction from you, we will always confirm your identity in the following ways.
 - 19.1.1 When accepting instructions over the phone, we will ask you a number of security questions. If we cannot confirm your identity, we will not be able to talk to you about your account.
 - 19.1.2 When accepting instructions by secure message, we will have confirmed your identity from the secure information used to log in to your account. We will not accept instructions by general non-secure email or by fax.
 - 19.1.3 If you send us instructions through your business eSavings account (other than by secure message), we will have confirmed your identity from the secure information you use to log in to your account. We may ask you for further confirmation. We will do this either when you send the instruction or after you have sent it. If we need this further confirmation, we will not carry out your instruction until we are satisfied that you have confirmed it.
- 19.2 Whenever we receive an instruction from you, we will only carry it out if we have received the correct authorisation from who you have told us is authorised to manage the account.
- 19.3 For your own security, we may ask for further confirmation of instructions that are about a change of address or change of name. This can include asking you for certified or original documents. If we need further confirmation, we will not carry out your instruction until we are satisfied with that confirmation.
- 19.4 You can ask us to cancel an instruction as long as we receive your request to cancel before we act on your original instruction. If we have already acted on your instruction, we will try to amend the instruction in line with your request, but we may not be able to do so and will not be responsible for any subsequent claims.
- 19.5 We will normally communicate with you using your contact details to confirm we have carried out an instruction. For instructions you send through your business eSavings account (other than instructions sent by secure message), we may also tell you that we have received your instruction. We will use secure message, phone, mobile phone, mobile device, text message or any other available messaging service to do this.
- 19.6 We may not carry out an instruction if we reasonably believe that, by doing so, we would be breaking any of our legal obligations or any regulations we must keep to.

19. General instructions continued

- 19.7 We may refuse to carry out an instruction if we reasonably believe:
- 19.7.1 we cannot properly confirm your identity;
 - 19.7.2 your account security details have been put at risk and it is not you who is sending us the instruction;
 - 19.7.3 the instruction breaks these terms and conditions, the Key Product Information and any law or regulation that applies to your account;
 - 19.7.4 the instruction is unclear;
 - 19.7.5 your account is suspended or blocked; or
 - 19.7.6 that you or someone else has used, is using, or may use a service or money illegally or fraudulently.
- 19.8 In each case, we will tell you why we have not carried out the instruction, unless it is unlawful to do so or it puts your or our security at risk.

20. Business eSavings account

- 20.1 You will use the following details to access your business eSavings account.
- 20.1.1 Your customer number. This will be unique to you, and you use it with your password.
 - 20.1.2 Password. This is set up by you, and you use it with your customer number.
 - 20.1.3 Security questions and answers. We may use these to identify you when you log in to your business eSavings account or for a specific action we carry out relating to your business eSavings account.
- 20.2 You will ensure only you know your security details and you will not share that information with anyone. If you suspect anyone else knows any of your security details, please contact us immediately.
- 20.3 If you withdraw money from your business eSavings account, we may ask you your security questions, as set out at condition 20.1.3.
- 20.4 While we try to make sure that your business eSavings account is always available, there may be times when you cannot access the service. We will always try to tell you beforehand if the service is not going to be available. However, but we may not be able to do this in all circumstances.
- 20.5 If you forget any of your log-in details or you are locked out of your account (because, for example, you entered your password incorrectly three times), we will send you a text message with an authentication code to reset your password.
- 20.6 If you do not have a mobile phone, you must phone us and we will ask you security questions to reset your password and unlock your account.

21. Our charges

- 21.1 Details of our charges, together with an explanation of each charge, will be in the key product information or on our website. If we change any of our charges, we will tell you by post or secure message.