

General Savings Conditions

This is an important document.
Please read it carefully and keep a copy for future reference.

Effective from January 2015

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How this Agreement works

This **Agreement** contains basic information about us, our services, and our **Agreement** with you, as well as general terms that apply to all of the services we provide you with.

You should read this **Agreement** with the following documents which we'll give you before entering into this **Agreement**:

- **Key Features Document**: this includes the **Specific Conditions** and other terms about your product.
- **Tariff of Fees**: this describes any fees and charges which may apply to your **Account** which may change from time to time.

Please remember that you can see a copy of these documents on our website at chartersavingsbank.co.uk.

Basic information and general terms

1 Who we are

Where we refer to 'we', 'us' or 'our' in this **Agreement**, this means Charter Court Financial Services Limited trading as Charter Savings Bank.

We're a company registered in England and Wales (company number 06749498) with our registered office at 2 Charter Court, Broadlands, Wolverhampton WV10 6TD.

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this by looking at the Financial Services Register under Firm Reference Number 494549 on the Financial Conduct Authority's website at fca.org.uk/register. You can also contact the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

Our main business is the provision of banking and other financial services.

2 How to contact us

If you would like to get in contact with us please use the secure messaging service by logging in to our online banking service at chartersavingsbank.co.uk.

If you don't have access to our online banking service, or if you would like to make general enquiries about our services, please:

- call us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).
- email us at: info@online.chartersavingsbank.co.uk.

You should not include any sensitive personal information or your security details in email communications with us.

If you would prefer to send a letter, you can write to us at **FREEPOST CHARTER SAVINGS BANK**.

If you have any important or original documents to send to us, we recommend using a Special Delivery option sent to the following address (please note you will have to pay the relevant postal charges to do so) **Charter Savings Bank, PO Box 855, Wallsend, NE28 5BL**.

3 Our Agreement with you

When we accept your **Application Form** to open an **Account** with us, we'll have a legally binding agreement with you.

Our **Agreement** includes these **General Savings Conditions**, your completed **Application Form**, the **Tariff of Fees** and the **Key Features Document** (including the **Specific Conditions**).

This **Agreement** also includes the **Payment Services Conditions**, which apply to any **Electronic Transfers** from an **Account** you hold with us to another account.

You can find the **Payment Services Conditions** in the **Schedule** of this booklet.

You may ask us for a copy of your **Agreement** at any time and we will provide it to you without charge.

4 Some words and phrases used in this Agreement

Certain words and phrases (in bold) in these **General Savings Conditions** have the following meanings:

Account	means the account(s) you hold with us in accordance with our Agreement .
Agreement	means our agreement with you as defined in paragraph 3 (Our Agreement with you) in relation to an Account .
Application Form	means the application form or online application (including a declaration made by you) you are required to complete before opening an Account . If you ask us to provide you with a copy of your Agreement and you made your application online, we will not be able to provide you with a copy of the Application Form and we will instead, provide you with a copy of the information you submitted as part of your online application and the declaration you made.
BACS	means a payment made electronically from one bank account to another through the Bankers' Automated Clearing Services system with payments intended to reach the recipient's account within 3 Working Days .
Bank of England Base Rate	means the Bank of England's base rate of interest (or any other interest rate set by a UK-based financial institution which we reasonably specify as comparable in the event that the Bank of England Base Rate should cease to exist or be published) which may vary from time to time.
CHAPS	means a payment made electronically from one bank account to another through the Clearing House Automated Payment System with payments intended to reach the recipient's account during the same Working Day – you may have to pay a fee for a CHAPS payment.
Electronic Transfer	means any automated payment which includes BACS, CHAPS, Faster Payments , standing orders and any other payment method which may be available through our online banking service from time to time.
Faster Payments	means payments made electronically from one bank account to another through the Faster Payments system with payments intended to reach the recipient's account during the same Working Day .
General Savings Conditions	means the conditions set out in this booklet. A reference to a numbered paragraph is to that paragraph in this booklet.
Key Features Document	means the document we give to you before you open an Account which contains the Specific Conditions .
Nominated Account	means a personal UK bank account in your name (or, if you're opening a joint Account with us, in one of or both the same names as the joint Account), which is used to transfer funds (including interest) into and out of an Account held with us.
Payment Details	means the details you need to provide to pay money into, or take money out of, your Account . These are explained in paragraphs 7.3 (Nominated Accounts) and 8.2 (Paying in by Electronic Transfer) below.
Payment Instruction	means an instruction you give to us to make a payment from your Account by logging in to our online banking service at chartersavingsbank.co.uk . If you experience any problems with our website, please call us on 0800 032 9999 (or 0330 123 1111 if calling from a mobile phone).
Personal Security Details	means any personal details or security process that we ask you to use to confirm your identity or authorise a Payment Instruction to us. These may include a password, selected personal information or other security numbers or codes that we give you or that you choose.
Receivership Order	means a UK court order granting a third party (a receiver) the right to operate your Account on your behalf.
Specific Condition	means any condition contained in a Key Features Document which applies to an Account in addition to these General Savings Conditions .
Tariff of Fees	means the fees and charges which you may have to pay to use your Account .
Working Day	means any day other than a Saturday, a Sunday or English public holiday.
'You' or 'your'	means the customer or customers in whose name or names the Account is held.

5 Opening an Account with us

- 5.1 To open an **Account** you must be an individual and complete the **Application Form** and send us the initial amount you would like to deposit in the **Account**. For details on paying money into the **Account** please see paragraphs 8 (Paying in by **Electronic Transfer**), 9 (Paying in by standing order) and 10 (Paying in by cheque) below.
- 5.2 All funds which you deposit must belong to you and not be derived from, or otherwise connected to, any illegal activity.
- 5.3 You must not use the **Account** for business purposes. Our accounts aren't available for clubs or charities and cannot be held in trust for anyone else, unless stated in the **Specific Conditions**.
- 5.4 You must:
- reside in the UK (which does not include the Channel Islands and the Isle of Man);
 - have an address with the British Forces Post Office for serving British forces personnel, or
 - hold an office or employment under the Crown such as a member of the UK armed forces, a civil servant or a diplomat.
- If, at any time, you fail to meet these requirements, we may allow you to retain your **Account** but we may refuse to allow you to apply for any further UK based accounts or we may close any such account which is opened under paragraph 22.4 (Cancelling or closing your **Account**).
- 5.5 If a minimum age or minimum balance requirement applies to your **Account**, we'll tell you in the **Account** opening process.
- 5.6 If you authorise another person or persons to operate the **Account** by way of a lasting power of attorney, enduring power of attorney or **Receivership Order**, you remain responsible for the actions or omissions of the attorney or receiver as if they were your own. Where more than one attorney has been appointed, we'll only accept a power of attorney or **Receivership Order** which is operated on a single signature basis. We won't accept attorneys acting under a general power of attorney. If you would like to know whether we'll accept a power of attorney, please contact us by calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).
- We'll ask you for information which helps us to maintain security on your **Account**. When you contact us to give instructions on your **Account**, we'll ask you for some of this information. We'll only accept this information from the **Account** holder(s) or a person with a suitable power of attorney or **Receivership Order**.
- 5.7 We're required by law to check your identity and verify your address (and if an **Account** is opened by an attorney, the identity and address of the **Account** holder and the attorney). We may do this electronically, using an appropriate external agency, or we may ask for any documentary evidence we require to be satisfied of your identity and address. You can see details of our identity and address requirements on our website and we'll also explain them in the **Account** opening process.
- 5.8 We reserve the right to reject any **Application Form** at our discretion (subject to applicable laws). If we reject an **Application Form**, we'll return any funds we receive to the account from which you sent them within 10 **Working Days** of receipt and without interest.
- 5.9 The currency of the **Account** will be pounds sterling and you can only make payments to and from the **Account** in pounds sterling.

6 Joint Accounts

- 6.1 Some of our accounts can't be operated in joint names or there may be restrictions on the number of account holders. If this is relevant to the type of **Account** you want to open with us, we'll tell you in the **Key Features Document**.
- 6.2 If you have an **Account** that can be operated in joint names, you both agree that:
- you're both responsible (individually and together) for any money you owe us;
 - each of you can use the **Account** on your own, without the other's approval (this includes being able to withdraw all the money in the **Account** and give instructions to close the **Account**), and
 - each **Account** holder owns an equal share of the funds in the **Account**.
- 6.3 The right of each of you to operate the **Account** on your own is on the condition that we don't receive notice of a dispute between you or are told by either of you that any relationship with the other **Account** holder has broken down. If one of you tells us of a dispute or that any relationship has broken down and that you only want the **Account** to be operated on the authority of both of you:
- any instructions will then need the agreement of both of you;
 - we can then suspend some services on your **Account** (including online banking), and
 - you are still responsible to us individually and together.
- 6.4 We'll only transfer the **Account** into the sole name of one of you if both **Account** holders agree. This will also be the case if any relationship breaks down, alternatively, if any relationship breaks down we may close the **Account**.
- 6.5 If one of you dies, the **Account** belongs to the remaining **Account** holder. If there is no **Account** holder who survives you we'll:
- freeze your **Account**, and
 - normally hold the money in your **Account** until we receive the right forms from your estate.

For further information on **Account** closure please see paragraph 22 (Cancelling or closing your **Account**) below.

7 Nominated Accounts

- 7.1 You can only have one **Nominated Account** which will apply to all savings accounts held with us. You must use the **Nominated Account** for deposits, withdrawals and receipt of interest payments, if you have chosen this option.
- 7.2 If the **Nominated Account** is in the sole name of one of the holders of a joint **Account**, only that holder will be able to transact on the joint **Account**.
- 7.3 You will need to notify us of the account number and sort code of your **Nominated Account**.
- 7.4 You are responsible for ensuring that your **Nominated Account** is able to receive **Electronic Transfers**, as we'll send all transfers to **Nominated Accounts** (withdrawals and interest payments) by **Electronic Transfer**.
- 7.5 If you wish to change your **Nominated Account**, you can do this by logging in to our online banking service at chartersavingsbank.co.uk. We'll send you an email to your registered email address telling you that the new **Nominated Account** is ready for use. If you are a joint **Account** holder and you wish to change your **Nominated Account**, please call us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).

8 Paying in by Electronic Transfer

- 8.1 You may pay money in by **Electronic Transfer** from your **Nominated Account**. Please refer to your **Specific Conditions** for further information on whether you can transfer funds into your **Account** on an ongoing basis after you have made your initial deposit.
- 8.2 When paying money in by **Electronic Transfer** you must provide your bank with our sort code 20-19-90 and bank account number 83495248, together with the account number of your **Account** held with us or application reference and surname. Our sort code and bank account number are also available on our website. We will write to you with the **Account** number of your **Account** after we have opened your **Account** and you can also check your **Account** number by contacting us in accordance with paragraph 2 (How to contact us).
- 8.3 You're responsible for ensuring that your bank correctly provides the information that we tell you we need when it sends the payment. If the correct information is not provided and we're therefore not able to allocate the money to your **Account**, we'll return the money to that bank without interest. If this happens, we won't be liable to you for any losses you incur (e.g. loss of interest) as a result of incorrect details being provided. This applies even if the bank also supplies other information such as your name. If you or the bank ask us to assist in recovering funds where incorrect information has been provided by the bank, we will use reasonable efforts to do so and may charge you our reasonable costs for this.
- 8.4 The balance shown on your **Account** may include payments into your **Account** which we're still processing and aren't yet available to you.
- 8.5 If the amount we actually receive differs from that stated by you on your **Application Form**, we'll pay into your **Account** the amount we actually receive and we'll tell you that we have done this.
- 8.6 If any funds we receive are sent from a source account other than your **Nominated Account**, we'll return those funds to the source account without interest.
- 8.7 Subject to paragraphs 5.8 (Opening an **Account** with us), 8.3 and 8.6 we will credit money to your **Account** on the **Working Day** that we receive it provided that we receive it before the cut off time (usually not before 4pm) on that **Working Day**. Money paid in by **Electronic Transfer** is available for payment out of your **Account** the day it appears on your **Account** subject to paragraph 11 (Taking money from your **Account**).
- 8.8 If interest is payable on your **Account**, you'll start to earn interest on money paid in on the same **Working Day** provided that it appears on your **Account** before the cut-off time on that **Working Day**. The cut-off time is a time towards the end of a **Working Day** (usually not before 4pm).
- 8.9 There may be a maximum or minimum limit to the amount of money that can be held in an **Account** – if this is relevant to your **Account**, we'll tell you in advance in the **Key Features Document**.

9 Paying in by standing order

- 9.1 A standing order is a regular payment that you can set up, amend or cancel as and when you like.
- 9.2 We'll allow inbound standing orders on some of our products meaning that a standing order is set up on your **Nominated Account** and the payment is received into your **Account** held with us.
- 9.3 We'll let you know in the **Key Features Document** whether your **Account** has this feature.
- 9.4 Where you pay money into your **Account** by standing order, interest will start to be earned on the day of receipt by us in accordance with paragraph 8.8 (Paying in by **Electronic Transfer**).
- 9.5 If payments are received by standing order, you can withdraw those funds as soon as they are received subject to paragraph 11 (Taking money from your **Account**).

10 Paying in by cheque

- 10.1 You can only pay cheques into your **Account** as an initial deposit on **Account** opening which must be drawn from your **Nominated Account**. Cheques should be made payable to 'Charter Savings Bank' and state your **Account** or application reference number.
- 10.2 The payment of cheques into your **Account** is subject to the rules and clearing processes of any cheque clearing system used by us. When you make an initial deposit by cheque, it will start earning interest on the second **Working Day** after the **Working Day** we receive your cheque. Subject to the **Specific Conditions**, you will be able to withdraw funds deposited by cheque from your **Account** on the 6th **Working Day** after the **Working Day** we receive your cheque. After the 6th **Working Day**, the cheque should not be returned unpaid (or 'bounced') and we cannot reclaim money from it without your consent.
- 10.3 Cheques are out of date after six months; we'll return out of date cheques to you.
- 10.4 Cheques may be returned unpaid (or 'bounced') by the bank which holds your **Nominated Account**. If we've made funds available to you for a cheque that's returned unpaid (or 'bounced'), we can deduct the amount of the cheque from your **Account** balance up to and including the 6th **Working Day** after the amount of the cheque was added to your **Account**. (But please note - if you've been fraudulent, we can recover these funds at any time.) If deducting the amount of the cheque from your balance causes you to have a negative balance, you must pay that amount to us immediately.
- 10.5 We'll not re-present cheques where these have been returned unpaid (or 'bounced') by the bank.

11 Taking money from your Account

- 11.1 We'll only allow payments from your **Account** into your **Nominated Account** and only if you have enough available money in your **Account** to cover the payment. Please refer to the **Specific Conditions** for further information on when and how many payments you can make from your **Account**.

How to give us Payment Instructions

- 11.2 If you give us a **Payment Instruction**, you're consenting to us making a payment from your **Account**. We'll only make payments from your **Account** directly to your **Nominated Account**. Payments to any other bank or other account are not permitted.

We'll generally be treated as having received a **Payment Instruction** from you at the time we actually receive that instruction. But we make a few exceptions to this:

- if we receive the **Payment Instruction** on a non-**Working Day** or after 2pm on a **Working Day**, then we're treated as having received it on the following **Working Day**, and
- if your **Payment Instruction** specifies that the payment is to take place on a specific day or on the last day of a certain period, then we'll treat it as having been received on the day specified (unless that's a non-**Working Day**, in which case we'll treat it as having been received on the following **Working Day**).

Refusal to act on Payment Instructions

- 11.3 We can refuse to act on any **Payment Instruction** you give us, if:

- you don't have enough available money in your **Account**;
- we suspect it may cause us to be in breach of any law;
- we suspect it relates to fraud or another type of criminal act;
- you're in breach of your **Agreement**, or
- it exceeds any transactional limits we've previously agreed with you.

If we refuse to act on a **Payment Instruction**, we'll tell you:

- that we've done so;
- the reason why we refused, and
- how you can ask us to fix the situation, if you think we made a mistake.

We'll give you this information at the earliest opportunity and in any event by the end of the **Working Day** after the day we receive your **Payment Instruction**. For example, if we receive your **Payment Instruction** on Monday, we'll give you this information by the end of Tuesday.

BUT PLEASE NOTE - we'll not tell you that we're refusing to act on a **Payment Instruction** if the law prevents us from doing so.

Timing for payments out of your Account

- 11.4 We normally take payments by **Electronic Transfer** from your **Account** on the **Working Day** that we receive your **Payment Instruction**, provided it is received prior to the cut-off time.

The cut-off time for **Electronic Transfers** is 2pm on a **Working Day**. Any **Payment Instruction** received after this time may be actioned the following **Working Day**.

The payment will reach your **Nominated Account** no later than the end of the **Working Day** following the **Working Day** on which we receive your **Payment Instruction**. For example, if we receive your instruction at 10am on a Tuesday, the payment will normally reach your **Nominated Account** by close of business on the Wednesday.

12 Incorrect payments

Telling us about suspected incorrect payments

12.1 If you believe a payment on your **Account** was made incorrectly, you must tell us as soon as possible by:

- logging in to our online banking service at chartersavingsbank.co.uk and sending us a secure message, or
- calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).

Your rights in relation to incorrect payments

12.2 We're responsible for making payments on your **Account** correctly. If you tell us a payment hasn't been made or we made it incorrectly to an account other than your **Nominated Account**:

- we'll then immediately refund your **Account** with sufficient money to put you in the position you would have been in, if the incorrect payment hadn't been made. For example, this normally means we'll refund your **Account** with any fees and interest we've charged or you may have lost in connection with the incorrect payment;
- if you ask us to, we'll make immediate efforts to trace the incorrect payment and tell you what we find out, and
- where the incorrect payment is a payment that shouldn't have been paid into your **Account**, where possible, we'll immediately send the money back to the bank acting for the person from whose account the payment was made.

BUT PLEASE NOTE - we won't do any of these things and are not responsible for an incorrect payment on your **Account** where:

- you don't tell us about the incorrect payment;
- you tell us about it 13 months or more after it happened;
- the incorrect payment happened because you gave us the wrong or insufficient **Payment Details**;
- we can demonstrate to you (and if applicable, the bank of the person being paid) that the other bank received the payment correctly, or
- the incorrect payment occurs as a result of abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary.

But in these situations, we'll still use reasonable efforts to recover any money paid out of your **Account** or not paid into your **Account** as a result of the failed or incorrect payment and may charge you our reasonable costs for this.

13 Interest and fees

13.1 We'll tell you about the initial interest rate(s) on your **Account** in the **Key Features Document**. For information on the current interest rate on your variable rate **Account**, please:

- go to chartersavingsbank.co.uk, or
- call us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).

13.2 We calculate the interest we pay you on the balance in your **Account** on a daily basis. The **Key Features Document** explains when and how often we may pay you interest. This will usually be annually but may be more often for some types of accounts.

13.3 For the purpose of calculating interest, we work on the basis that there are 365 days in a year. This means that in a leap year, if you hold an **Account** on the 29th February, we'll pay an additional 1/365th amount of interest for that day.

13.4 You will stop earning interest on amounts you withdraw from your **Account** at the end of the day before the **Working Day** you make the withdrawal.

14 Overdrafts

No overdraft service is available on any of your **Accounts** held with us.

15 Security and some of your key responsibilities

15.1 You will need **Personal Security Details** to enable you to access your **Account** using our online banking service. We treat the use of your **Personal Security Details** as your consent to any instructions you give using the online banking service, telephone or other remote access channel. We'll tell you about any rules or restrictions that apply when choosing **Personal Security Details** which you must follow (for example, the length of a password).

15.2 If you have a joint **Account**, both of you will be given your own **Personal Security Details** and can operate available services on your own. Neither of you may allow the other or anyone else to use your **Personal Security Details**.

15.3 We must be satisfied of your identity and can refuse instructions if we doubt your identity.

15.4 We can withdraw or suspend your **Personal Security Details** in the following situations:

- if we believe that this is necessary for security reasons. For example, if there have been too many unsuccessful attempts to access your **Account** using incorrect **Personal Security Details**;
- to prevent suspected unauthorised or fraudulent use of your **Account**, remote access services or any related services which you can access using our online banking service, telephone or other remote access channel, or
- where there is a significantly increased risk you will not be able to repay any money you owe on your **Account**.

15.5 If we withdraw your **Personal Security Details**:

- we'll tell you and our reasons why, beforehand if possible. If we're unable to tell you beforehand, we'll tell you immediately afterwards, and
- you can apply for new **Personal Security Details** by calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).
We can then reactivate or replace your withdrawn **Personal Security Details** as soon as possible (provided the reason for their withdrawal no longer exists).

BUT PLEASE NOTE - we don't have to tell you we're withdrawing your **Personal Security Details** if this would compromise our security or be unlawful.

15.6 It is vital that you take care of your **Personal Security Details** and selected personal information, to help prevent fraud and protect your **Account**. We may contact you if we suspect or if you inform us that there are unusual transactions on your **Account**.

You must also follow these instructions:

- destroy the notification of your **Personal Security Details** as soon as you receive them;
- always take reasonable steps to keep your **Personal Security Details** and selected personal information secret and dispose of them safely. Fraudsters use various methods to get personal information, like looking through rubbish bins. You should therefore take simple precautions, like shredding paper containing personal information before you throw it out;
- don't let anyone else use your **Personal Security Details** or selected personal information - not even someone you share a joint **Account** with;
- don't disclose your **Personal Security Details** to anyone else, not even a member of our staff;
- don't disclose any **Personal Security Details** or other sensitive personal information to us using an unsecure means of communication, such as email;
- don't write down or record your **Personal Security Details** or personal information on any documents relating to your **Account**. If you do write down or record your **Personal Security Details** or personal information, disguise this information so it can't be understood by anyone else;
- only enter your **Personal Security Details** where you're asked to do so by an online banking screen. Please also follow any other instructions that screen gives you to ensure your online banking is secure. Any instructions will reflect good security practice, taking account of developments in e-commerce;
- take reasonable steps to avoid selecting **Personal Security Details** that may be easy to guess;
- take reasonable steps to ensure no one hears or sees your **Personal Security Details** when you use them;
- take reasonable steps to keep your **Personal Security Details** unique to the **Account** you hold with us;
- take immediate steps to change your **Personal Security Details** and tell us as soon as possible if you think that someone else knows them, or if we ask you to do so (for example, where we believe your **Account's** security may have been compromised), and
- don't record your **Personal Security Details** on any software which retains it automatically (for example, a 'save password' prompt).

When using our online banking service you must:

- ensure you are using up to date anti virus software on the device you are using;
- only access our online banking service by typing **chartersavingsbank.co.uk** into the web browser and not use a link in an email;
- ensure that you have fully logged off from our online banking service when you are not using it or whilst your device is unattended, and
- treat emails from senders claiming to be from us with caution and (if you are suspicious about any emails or calls you receive) contact us as soon as possible.

16 Our online banking service

- 16.1 To access our online banking service you'll need to use your **Personal Security Details**.
- 16.2 We can limit the amount you can pay into your **Nominated Account** from your **Account** or ask you to contact us for transactions that require additional authorisation.
- 16.3 You're not responsible for an online banking transaction on your **Account** which wasn't carried out by you, or for access and use of our online banking service by someone else. BUT THIS ONLY APPLIES IF you've kept to paragraph 17 (Loss or misuse of **Personal Security Details**) and paragraph 18 (Your responsibilities).

17 Loss or misuse of Personal Security Details

- 17.1 If you believe your **Personal Security Details** have been misused, or your **Personal Security Details** or selected personal information has become known to someone else, you must tell us as soon as possible by:
- logging in to our online banking service at chartersavingsbank.co.uk and sending us a secure message or
 - calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).
- We'll then take immediate steps to prevent your **Personal Security Details** from being misused.
- 17.2 You must inform us in accordance with paragraph 2 (How to contact us) as soon as possible if you consider there is an unauthorised transaction and in any event within 13 months after the date of the transaction.
- 17.3 You're not responsible for any unauthorised use of your **Personal Security Details**:
- before you receive them;
 - after you have told us of their loss, theft or unauthorised use as explained above, or
 - if we failed to tell you how you must notify us of their loss, theft or unauthorised use unless you have acted fraudulently in which case you'll be responsible for the full amount of the transaction.
- 17.4 Where you are not responsible for any unauthorised use of your **Personal Security Details**, we will refund the amount of the unauthorised payment. We will do this immediately after we are notified of an unauthorised transaction. If you notify us before 3.30pm on a **Working Day**, we will make the refund to you on the same **Working Day**; if you notify us after 3.30pm, we will make the refund on the next **Working Day**.

18 Your responsibilities

- 18.1 Subject to paragraphs 17.1, 17.2 and 17.3 (Loss or misuse of **Personal Security Details**), you're responsible for transactions from your **Account** and any fees or interest incurred as a result if:
- you authorised the transaction;
 - you disclosed your **Personal Security Details** to someone else deliberately;
 - you deliberately or with gross negligence failed to follow any of the safeguards in paragraph 15.6 (Security and some of your key responsibilities);
 - you have deliberately or with gross negligence failed to inform us without undue delay of the loss, theft, misuse or suspected misuse of your **Personal Security Details**, or
 - you otherwise acted fraudulently.
- If the law, or any code we subscribe to, limits your responsibility, we won't debit your **Account** with more than that limit.
- 18.2 Where you are responsible for the full amount of a transaction in accordance with paragraph 17.3 (Loss or misuse of **Personal Security Details**), or 18.1, we may process the transaction. If we do, we'll take from your **Account** any fees incurred or interest owed to us as a result. Specifically, where:
- your account is in credit, we'll have no responsibility to you for processing the transaction, but if we do, we'll take from your account any fees incurred as a result, or
 - your **Account** is overdrawn or further overdrawn as a result of the transaction, we have no responsibility to you for processing the transaction, but if we do, you'll be responsible for repaying to us an amount so that your **Account** is no longer overdrawn, plus any fees and/or interest incurred on your **Account** as a result.
- 18.3 If you dispute that you've carried out a transaction with your **Personal Security Details**, we expect you to co-operate with us and the police in any investigations. We can give the police any information necessary to enable them to carry out their investigations. We have to prove any allegation of fraud or gross negligence in failing to follow any of the safeguards listed in paragraph 15.6 (Security and some of your key responsibilities).

19 When we can make changes to this Agreement

19.1 Our **Agreement** includes the documents described in paragraph 3 (Our **Agreement** with you). We may change our **Agreement** (including, for the avoidance of doubt, any fees or charges in the **Tariff of Fees** which apply to your product(s) from time to time) to your advantage at any time in accordance with paragraph 19.2.

19.2 We can change our **Agreement** (including, for the avoidance of doubt, any fees or charges in the **Tariff of Fees** which apply to your product(s) from time to time):

- to take account of any changes in law, regulatory requirements, industry guidance or codes of practice;
- to take account of a decision by a court, ombudsman, regulator or similar body;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- to fix any errors, inaccuracies or ambiguities we may discover;
- to make it clearer or more favourable to you;
- to take account of any reorganisation we may conduct within the group of companies we're a member of, or to transfer our rights and obligations under this **Agreement** to another company in our group, or
- to respond to a change in the costs we incur in delivering our products and services to our customers.

19.3 In addition to being able to change our **Agreement** (including, for the avoidance of doubt, any fees or charges in the **Tariff of Fees** which apply to your product(s) from time to time) in accordance with paragraph 19.2, we may change the **Agreement** for any reason unless your **Account** is for a fixed term. If we are making a change in reliance on this paragraph 19.3, we will tell you this when we give your notice under paragraph 19.4 and you may choose to close your **Account** under paragraph 21.1 (If you're not happy with changes we make) if you are unhappy with the change.

19.4 We'll generally give you notice of any change to our **Agreement** in good time before making the change.

- If our **Agreement** changes (other than in relation to payment services which are provided under the **Payment Services Conditions**) and the change is to your disadvantage or we make the change relying on paragraph 19.3, we'll give you at least 30 days' notice before the change takes effect by post, email, secure message on our online banking service, a message on your statement, or in any other way that will be sent to you individually, or
- if our **Agreement** changes but the change is not to your disadvantage we'll make available details of the change on our website within 30 days of the change taking effect.

19.5 Paragraphs 19.2 and 19.3 do not apply to interest rate changes. Changes we can make to our interest rates are dealt with differently, as explained in paragraph 20 (Changes to interest rates).

19.6 We may convert your **Account** to another account in our range if we have a valid reason (for example, if you are no longer eligible for the **Account** or we decide to no longer offer that particular type of account), and your **Account** is not for a fixed period. In this situation, we'll give you at least 1 month's notice before the change takes effect by post, email, secure message on our online banking service, a message on your statement, or in any other way that will be sent to you individually.

19.7 You always have the right to close your **Account** if you don't like what we're proposing to change, as explained in paragraph 21. (If you're not happy with changes we make).

20 Changes to interest rates

20.1 Subject to paragraph 20.4, we can change our interest rates or tiers to your advantage at any time.

20.2 Subject to paragraph 20.4, we can (but have no obligation to) proportionately change our interest rates or tiers:

- to take account of any changes in law, regulatory requirements, industry guidance or codes of practice;
- to take account of a decision by a court, ombudsman, regulator or similar body;
- to respond to a change in the costs we incur in delivering our products and services to our customers;
- to reflect a change in the **Bank of England Base Rate**;
- to reflect a change or anticipated change in money market interest rates or the cost to us of money we lend, or
- to reflect a change in market conditions or in general interest rates, including the interest rates charged or paid by other banks or financial institutions in the UK on their similar accounts.

20.3 Subject to paragraph 20.4, in addition to being able to change interest rates and tiers on your **Account** in accordance with paragraphs 20.1 and 20.2, we may change them for any reason unless your **Account** is for a fixed term. If we rely on this paragraph 20.3 to change the interest rate or tiers, we will treat this as a material disadvantageous change and we will give you 14 days' notice in accordance with paragraphs 20.5 and 20.6. You will then be free to close your **Account** in accordance with paragraph 21.2 (If you're not happy with changes we make). If we are making a change in reliance on this paragraph 20.3, we will tell you this when we give you notice under paragraph 20.5.

- 20.4 Paragraphs 20.1, 20.2 and 20.3 do not apply in any fixed rate period or in any period during which a variable rate account tracks a publicly available reference rate, such as the **Bank of England Base Rate**, in which case we will only be able to vary the interest rate in the circumstances set out in the **Specific Conditions**.
- 20.5 The interest rates currently applicable to all accounts are always available on **chartersavingsbank.co.uk**. If we rely on paragraph 20.2 to change our interest rates or tiers, we'll give you at least 14 days' advance notice of any decrease to your interest rate that is material (except for variable rate accounts that track a publicly available reference rate, such as the **Bank of England Base Rate**) and if it is not material we'll give you notice at the earliest opportunity after the change has been made. We will determine what is material in line with industry practice and having regard to the size of the balance of your **Account** and the size of the change in the interest rate. For more information, a copy of the Industry Guidance for FCA Banking Conduct of Business Sourcebook is available from the British Bankers' Association website at **bba.org.uk**.
- 20.6 In accordance with paragraph 20.5, we will give you 14 days' notice of a material and disadvantageous change to interest rates by post, email, secure message on our online banking service, a message on your statement, or in any other way that will be sent to you individually.
- 20.7 For changes to interest rates that are not material or for changes to interest rates that are to your advantage, we will make available details of the change on our website as soon as reasonably possible.

21 If you're not happy with changes we make

- 21.1 If you're unhappy with any change to our **Agreement** under paragraphs 19.2, 19.3, 19.6 (When we can make changes to this **Agreement**) or 25.1 (Transferring your **Account**) and the change is to your disadvantage, you're free to close your **Account** (without notice, loss of interest or additional charges) at any time within 60 days of the date of our notification to you of the change. After this time, you'll be treated as having accepted the change.
- 21.2 If you're unhappy with any material decrease to your interest rate or tiers we propose to make in accordance with paragraphs 20.2 or 20.3 (Changes to interest rates), you're free to close your **Account** (without notice, loss of interest or additional charges) at any time within 30 days of the date of our notification to you of the change. After this time, you'll be treated as having accepted the change.
- BUT PLEASE NOTE – this won't apply where a variable rate account tracks a publicly available reference rate, such as the **Bank of England Base Rate** or other publicly available reference rate.

22 Cancelling or closing your Account

- 22.1 If, within 14 days of first opening your **Account**, you would like to cancel your **Account**, let us know by:
- logging in to our online banking service at **chartersavingsbank.co.uk** and sending us a secure message, or
 - calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).
- Otherwise, the **Account** will continue until you or we close the **Account**.
- 22.2 If you cancel your **Account** within 14 days of first opening it, we won't charge you for the cancellation.
- BUT PLEASE NOTE - this right to cancel does not apply if the interest rate on your **Account** is fixed for a period of time.
- 22.3 If your **Account** is in credit, we'll promptly following receipt of your **Payment Instruction** send all the money in the **Account** (less any pending payments) together with any interest earned on it by **Electronic Transfer** to your **Nominated Account**.
- 22.4 Subject to paragraph 6 (Joint **Accounts**) and the terms of your **Account** in the **Specific Conditions**, you or we may close your **Account** at any time by giving the other notice, and without having to give any reason. If we decide to do this, we'll give you at least 2 month's notice.
- BUT PLEASE NOTE - if you're in significant breach of your **Agreement** with us, or have failed to fix a breach where we've asked you to, we may close your **Account** on giving you immediate notice. For these purposes a significant breach includes the circumstances listed in paragraph 22.8 below.
- 22.5 Where an **Account** is closed following your death, we'll pay the total accrued interest to the end of the day before the date of closure of the **Account** to your **Nominated Account**.
- 22.6 In the event of the death of an **Account** holder where a joint **Account** is held with us, the **Account** will remain open in the name of the remaining **Account** holder.
- 22.7 In the event of closure or cancellation of your **Account** we'll pay the proceeds into your **Nominated Account**.
- 22.8 It is vital to your **Agreement** that you don't:
- act abusively, offensively or violently towards our staff;
 - become bankrupt;
 - misuse your **Account**;
 - act dishonestly with us, or
 - act in any way to give rise to reasonable suspicion of fraud or other criminal activities.
- If something like this happens, you'll be in breach of your **Agreement** and we can close your **Account** on giving you immediate notice.
- 22.9 If you or we close your **Account**, then where you're in credit, we'll pay into your **Nominated Account** your money plus any interest you've earned (less any pending payments and fees).
- The terms of our **Agreement** will continue until any money you owe us has been paid.

23 Statements

23.1 Statements relating to your **Account** are available to you online by logging in to our online banking service at chartersavingsbank.co.uk. You should regularly check your statements and let us know as soon as you can if you think they're wrong.

23.2 You can view the following information on any transaction by accessing our online banking service:

- details of the transactions into and out of the **Account** including a reference enabling you to identify the transaction;
- the amount of the transaction;
- any charges (and where applicable, a breakdown of such charges) applied to your **Account** in relation to the transaction, and
- in the case of a payment out of the **Account**, the date of receipt of the **Payment Instruction**, or in the case of a payment into the **Account**, the date of payment of those funds into the **Account**.

And you can use that service to store this information so that you can reproduce it unchanged.

23.3 You can view your transactions by logging in to our online banking service at chartersavingsbank.co.uk. We will provide a paper copy on request and we may charge you our reasonable costs for this.

24 Tax

We'll pay interest net of income tax at the prescribed rate. Where you're a higher rate or additional rate tax payer, you may have to pay additional tax on any interest we pay to you. You may be able to register with us to receive interest gross if you are a non tax payer. Other taxes or costs may exist that aren't paid through us or imposed by us. It is your responsibility to ensure that this tax is paid.

25 Transferring your Account

25.1 We may transfer your **Account** to another company or firm to operate your **Account**, and in doing so, transfer our rights and obligations under this **Agreement** to them. They may be within our corporate group or otherwise, provided they are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority or any other regulatory body or bodies which replace them. If we decide to do this, we'll give you 30 days' written notice first, and in this notice we'll remind you of your right to close your **Account** if you don't like the new company or firm, or if you don't want your **Account** to be transferred to them.

25.2 We'll only transfer our rights and obligations under this **Agreement** to another company or firm if:

- they agree to exercise those rights or perform those obligations in accordance with a statement of policy which we approve before the transfer, and
- we reasonably think that policy is no less favourable to you than the one we were following before the transfer.

25.3 We may also appoint any company or firm, whether or not in our group, to carry out any of our roles or duties under this **Agreement**, and may provide information to them about you and your **Account**. But before we appoint them, we'll make sure that they're competent to carry out their proposed functions and responsibilities.

This includes appointing an agent to recover money you might owe us, or transferring our rights to a third party for any money owed by you to us.

25.4 You can't transfer any of your rights or obligations of your **Account** to someone else. This means that you cannot, for example, use the funds on your **Account** as security for money you borrow from someone else.

26 Notices and contacting you about your Account

26.1 Unless this **Agreement** specifically says otherwise, any notices you want to give us should be given to us in writing by logging in to our online banking service at chartersavingsbank.co.uk and sending us a secure message.

26.2 We may contact you by post at the address you have given us or if you have a joint **Account**, any information we send you will be to the mailing address you give us for the **Account** holder whose name appears first in the **Application Form**. If you have a joint **Account** and your relationship with the other **Account** holder has broken down, we will, if you ask us to, send such information to each of you at different addresses. Where you have provided us with your email address or you have registered with our online banking service, we may contact you by email, text or message on our online banking service. This means we may, for example, send you notice of changes to our **Agreement** by one of these methods. Please remember that communications may contain confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see this.

26.3 You must ensure the contact details you give us are accurate and kept up to date.

It is therefore vital that you tell us about any name, address, email or mobile phone number changes, by:

- logging in to our online banking service at chartersavingsbank.co.uk and sending us a secure message;
- calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone), or
- write to us at FREEPOST CHARTER SAVINGS BANK.

If you don't, you may not get important account information from us, including notices of changes to this **Agreement**, fees, interest rates, and so on.

BUT PLEASE NOTE - in this case, these changes or new fees, interest rates and so on will still apply to you.

27 Use of your personal information

27.1 As part of the **Account** opening process, we'll verify your identity and address. This will involve the search of records held by credit reference and fraud prevention agencies. Such agencies not only provide credit and voters' roll information, they can verify your identity and also record the details of searches including whether or not your application proceeds. If false or inaccurate information is provided and fraud is identified, details will be recorded and passed to fraud prevention agencies. Law enforcement agencies may also access and use this information.

27.2 We'll hold information about your **Account** to manage your **Account**, for business analysis, to develop and test products and services, for fraud prevention and to keep your records accurate and up-to-date. We'll treat your personal information as private and confidential even when you are no longer a customer and we won't disclose any of these details unless it is found to be false or inaccurate. The information will be passed to fraud prevention agencies in order to help prevent fraud and money laundering. Law enforcement agencies may also use the information. We and other organisations may access and use the information recorded by fraud prevention agencies outside the UK.

27.3 If you have any queries relating to the use and storage of information or if you want to receive details of the relevant fraud prevention agencies we use please write to us at Charter Savings Bank, PO Box 855, Wallsend, NE28 5BL.

27.4 We'll process your personal information in accordance with the Data Protection Act 1998 (as may be amended from time to time) and we'll only disclose it to other companies within our group, our lawyers, auditors, external advisors and agents as well as anyone to whom you have given us consent to disclose it or to whom we transfer our rights and duties under your **Agreement**, together with their lawyers, auditors and external advisors, agents and rating agencies. We may also disclose your personal information to tax authorities, regulators, Reclaim Fund Limited and the Financial Services Compensation Scheme ('FSCS').

27.5 We'll also disclose your personal information to third party service providers who we engage from time to time but we'll always endeavour to ensure that they hold and process it in accordance with the Data Protection Act 1998 (as may be amended from time to time).

27.6 We'll use the information you provide to us to contact you to update you on our products and services and those of third parties which we think may be of interest to you.

27.7 By submitting your information to us you consent to us processing your personal information in this way and contacting you by our online banking service, telephone, post, text and/or email. You may withdraw your consent at any time by writing to us at Charter Savings Bank, PO Box 855, Wallsend, NE28 5BL.

27.8 Under the Data Protection Act 1998 (as may be amended from time to time), you can ask us to see a copy of the personal information we hold on you, but this may incur a charge. To obtain a copy of the personal information we hold for you, please write to us at Charter Savings Bank, PO Box 855, Wallsend, NE28 5BL.

28 Circumstances outside our control

We'll not be responsible to you for any loss you suffer as a result of circumstances which are outside our reasonable control. Also, if we're unable to provide services to you because of circumstances outside our control, we won't be responsible for any loss you suffer.

29 Call recording and monitoring

We may record and monitor telephone calls:

- to make sure that we carry out your instructions accurately;
- to maintain the quality of our service and for security and training purposes;
- for regulatory purposes;
- as evidence in any dispute relating to our services, and
- to help us monitor and improve the quality of our service.

30 Enforcement costs

We can charge your **Account** with our reasonable costs of enforcing our **Agreement**. These costs can include costs in tracing you, collection agency costs and legal costs. You must pay these costs to us immediately.

31 Law

English law will decide any legal questions about this **Agreement** and our dealings with you generally.

This document is available only in English and all communications from us will be in English. We'll only accept communications and instructions from you in English.

Each of the paragraphs of these **General Savings Conditions** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

32 When we can use money between Accounts

If any money is overdue for payment on any other account you have with us or any part of our group of companies, we may take the money you owe us out of your **Account** to pay that money. We can do this where you have **Accounts** which are held in your sole name as well as joint **Accounts** you hold with another person. Where possible, we'll give you advance notice, unless we reasonably think you may move your money to stop us. Where we take money from your **Account** under this provision, we'll give you notice that we have done so.

33 Dormant accounts

If your **Account** becomes dormant, we may participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008 (as may be amended from time to time). The purpose of the scheme is to enable money in dormant **Accounts** (meaning balances in **Accounts** that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant **Accounts** to Reclaim Fund Limited ('RFL'). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your **Account** to RFL, you'll have against RFL whatever right to payment of your balance you would've had against us as if the transfer had never happened. However, we'll remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we'll do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your balance.

Both we and RFL participate in the FSCS. The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

Schedule – Payment Services Conditions

1. This **Schedule** incorporates the **General Savings Conditions** (together, the **Payment Services Conditions**).

The **Payment Services Conditions** apply whenever you give us a **Payment Instruction** to make a payment by **Electronic Transfer** from your **Account**.

Payment Instructions – Cancellation

2. In most cases, you will not be able to cancel a **Payment Instruction** once it has been treated as received by us.

However, where the **Payment Instruction** specifies for payment to be made on a future date, then you may cancel it at any time prior to the end of the **Working Day** before the future date specified, provided you notify us in accordance with paragraph 26 (Notices and contacting you about your **Account**) of the **General Savings Conditions**.

Payment Instructions – Refusal

3. Where we are reasonably justified in refusing a **Payment Instruction**, we may charge you the cost of notifying you about our refusal.

Transaction Information

4. Where you give a **Payment Instruction** to make a payment to your **Nominated Account**, you may request the following information from us:

- the maximum execution time it will take you to receive the payment from your **Account**,
- the charges payable in respect of the payment transaction, and
- where applicable, a breakdown of the amounts of such charges.

Loss or Misuse of Personal Security Details

5. Where you have notified us that **Personal Security Details** or selected personal information have been lost or misused, you may during the period of 18 months after the date of notification, request us to provide you with evidence confirming that such notification was made.

Changes to the Payment Services Conditions

6. If we make any changes to these **Payment Services Conditions**, we'll let you know at least 2 months in advance and you'll be allowed to terminate these **Payment Services Conditions** immediately and without charge at any time before the changes take effect (provided you notify us). If you do not do so, then you'll be deemed to have accepted those changes. For the avoidance of doubt if you terminate the **Payment Services Conditions**, the **General Savings Conditions** shall continue to apply to our **Agreement** with you in relation to the **Account**.

Termination

7. Without prejudice to our right to terminate with immediate effect permissible under paragraph 22.8 (Cancelling or closing your **Account**) of the **General Savings Conditions** if you are in material breach of this **Agreement**, these **Payment Services Conditions** will end automatically when you close your **Account** or you may bring them to an end separately pursuant to condition 6 of this Schedule or by giving us 1 month's notice and telling us that you wish to end the **Payment Services Conditions**. If you bring these **Payment Services Conditions** to an end and do not at the same time close your **Account** (in which case you will no longer be permitted to make payments by **Electronic Transfer** out of your **Account**), then we will contact you to agree with you alternative arrangements for the operation of payments out of your **Account**.

Where you choose to terminate these **Payment Services Conditions** separately, we may charge you for any reasonable costs incurred in relation to the termination. We will not charge you if you terminate these **Payment Services Conditions** after 12 months from when you opened the **Account**.

We may terminate these **Payment Services Conditions** by giving you at least 2 months' notice beforehand.

THE INFORMATION BELOW IS NOT PART OF THE GENERAL SAVINGS CONDITIONS OR THE PAYMENT SERVICES CONDITIONS

How to make a complaint

If we don't deliver the standard of service you expect, or you think we've made a mistake, please let us know by writing to us at Charter Savings Bank, PO Box 855, Wallsend, NE28 5BL, calling us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone), or logging in to our online banking service at **chartersavingsbank.co.uk** and sending us a secure message. We'll investigate the situation, and if appropriate, try to put things right as quickly as possible.

A copy of our complaints procedure is available on request or you can call us on **0800 032 9999** (or **0330 123 1111** if calling from a mobile phone).

If you're not happy with the way we deal with a complaint, you may be able to refer the matter to the Financial Ombudsman Service. Details about how to complain to them are available at **financial-ombudsman.org.uk** or you can contact them at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

If you prefer, you can submit your complaint to <http://ec.europa.eu/odr> quoting our email address **info@online.chartersavingsbank.co.uk**, although we recommend that you go direct to the Financial Ombudsman Service using the above details to avoid any delay.

Important information about compensation arrangements

Your eligible deposits with Charter Savings Bank are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. Any deposits you hold above the limit are unlikely to be covered. For further information visit **fscs.org.uk**.

We can provide literature in large print, Braille and audio tape. Please ask us for this booklet in an alternative format if you need it.