

Clear.Bank

Tide Cash ISA

ClearBank Cash ISA Terms

Last updated: June 2026

Tide Platform Limited (“**Tide**”), in collaboration with ClearBank Limited (“**ClearBank**”), allows you to use the Tide Platform (as defined below), with the additional benefit of allowing you to deposit funds in an FSCS-eligible cash individual savings account provided by ClearBank (referred to in these terms and conditions as the “**Tide Cash ISA** ” or “**account**”) and to earn tax-free interest on those funds, subject to certain requirements. ClearBank is also the ISA manager of the Tide Cash ISA. The following summarises how Tide and ClearBank will provide the services to you:

| Service | Who's providing the service to you? | Which terms apply to the service? |
|--|-------------------------------------|---|
| Providing you with a Tide Cash ISA Account. Eligible deposits with ClearBank are protected by the Financial Services Compensation Scheme (“ FSCS ”). | ClearBank | Tide Cash ISA Account terms and conditions with ClearBank Limited (the “ Clearbank Cash ISA Terms ”) |
| Providing you with access to the Tide Platform via a mobile app and through the Tide website (http://tide.co) (the “ Tide Platform ”) in accordance with the Tide Terms. | Tide | Tide Membership Terms and Conditions (including the Tide Cash ISA Terms, the “ Tide Terms ”) |
| Providing you with access to Tide Platform which allows you to deposit funds and to earn interest on those funds based upon the time that they are deposited and the interest rate applicable to such deposited funds in accordance with the Tide Cash ISA Terms and Conditions with Tide. | Tide | Tide Cash ISA Account Terms and Conditions with Tide (the “ Tide Cash ISA Terms ”) |

Please make sure you've read all of the above-mentioned terms carefully, before accepting them, which are made available to you via the Tide Platform during the application process.

Member support will always be provided by Tide – so whether it’s a technical issue with the Tide Platform or a question about your Tide Cash ISA – just contact the Tide member support team via the Tide member support function on the Tide Platform or as otherwise provided for in these ClearBank Cash ISA Terms.

1. Our Agreement

- 1.1. These ClearBank Cash ISA Terms are between you and ClearBank (“we”, “us” or “our”). These ClearBank Cash ISA Terms are separate from any other agreement that you enter into with Tide or other service providers. ClearBank is not responsible for those other services. If you have already opened a bank account provided by ClearBank via the Tide Platform (a “**Tide Business Account**”), your use of the Tide Business Account shall be governed by the Tide Business Account terms and is not covered by this agreement.
- 1.2. To have a Tide Cash ISA you must at all times:
 - a) be a Tide member and hold a Tide Business Account, as a sole trader, in the same name as the Tide Cash ISA;
 - b) be at least 18 years old;
 - c) be a UK resident (with sole UK tax residency for tax purposes); and
 - d) not be a US person. A “US person” includes US citizens, regardless of where they live and regardless of any other citizenship they hold, and US residents, including ‘green card’ holders, regardless of their citizenship.

Throughout the account application and opening process, and for as long as the Tide Cash ISA is open you will be required to provide various information and documents in support of your status.

- 1.3. In addition to these Terms and Conditions you must also have agreed to the Tide Cash ISA Terms with Tide.
- 1.4. You can obtain a copy of these Terms and Conditions at any time via the Tide Platform. If you’d like this document in another format such as large print, Braille or audio, please contact Tide.

2. Our Details

- 2.1. Our details are ClearBank Limited (company number 09736376), registered office Level 27, The Broadgate Tower, 20 Primrose Street, London, England, EC2A 2EW.
- 2.2. We are authorised by the Prudential Regulation Authority (“**PRA**”) and regulated by the Financial Conduct Authority (“**FCA**”) and the PRA under firm reference number 754568. If you would like further information about this, please see the FCA register at <https://register.fca.org.uk>, or call the FCA on 0300 500 8082.
- 2.3. We are an ISA manager for your Tide Cash ISA. We are approved by His Majesty’s Revenue and Customs (“**HMRC**”) as an ISA Manager pursuant to the Individual Savings Accounts Regulations 1998 (the “**ISA Regulations**”).

3. Your Details

- 3.1. We use the information and contact details you give us to provide your Tide Cash ISA and related services to you. It’s important that this information is accurate and complete at all times.
- 3.2. If your details change or you no longer meet our eligibility requirements (such as, being a UK tax resident), you must tell us as soon as possible via the Tide Platform. This includes changes to your home address, email address, contact numbers, name or nationality. You must make sure that the full legal name of your account is correct, accurate and up to date at all times.

4. Communicating With You

- 4.1. Unless these ClearBank Cash ISA Terms with ClearBank say otherwise, all communications relating to your Tide Cash ISA will be made through the Tide Platform or otherwise handled by the Tide member support team in English. In some cases, other methods such as an email from Tide might be used.
- 4.2. It's important to look out for emails from Tide and messages on the Tide Platform, as this will be the normal way of contacting you. We'll assume you've received an email at the time of sending and a message if it is available

when you log on to the Tide Platform.

5. Changing This Agreement

5.1. Why we can make changes

5.1.1. We can make changes to these ClearBank Cash ISA Terms for a number of reasons, including

- a) we're changing our charges, rates or limits;
- b) we're making changes to the way the Tide Cash ISA operates or its features, or we're introducing new services relating to the Tide Cash ISA;
- c) we need to make changes because of changes to technology, the systems we use or our relationship with other providers that help us to run the Tide Cash ISA;
- d) we believe this is necessary to reflect changes in banking industry standards or market practice;
- e) it is necessary to comply with a change in law, regulation or related guidance; or
- f) a Financial Ombudsman or court decision means that we reasonably think that the agreement requires changes to make sure that we are complying with that decision.

If we need to change these ClearBank Cash ISA Terms for any other reason, notice of the change and the reasons why will be provided to you by Tide (subject to section 5.2 below).

5.2. Telling you about changes

5.2.1. You will be given at least two (2) months' notice of any changes to these ClearBank Cash ISA Terms. The date when the change will take effect will be included in the notice.

5.2.2. In some cases, you may not be notified in advance of a change being made, for example:

- 5.2.2.1. if we reasonably think that the change benefits you;
- 5.2.2.2. if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice; or
- 5.2.2.3. if there are minor changes to the Tide Platform, the Tide Cash ISA or the way it operates that do not affect the quality of the service, the Tide Cash ISA functions or your rights under these ClearBank Cash ISA Terms.

Unless you've told Tide otherwise before the change takes place, we'll assume that you've accepted it.

5.3. If you're not happy with the changes

5.3.1. If you don't want to accept the changes, you can close your Tide Cash ISA at any time before the change takes place, by contacting the Tide member support team.

5.3.2. We won't charge you for closing your Tide Cash ISA in these circumstances and the account will continue to function in accordance with these ClearBank Cash ISA Terms until the date on which it is closed.

6. Information About Your Account

6.1. Statements and other information about your Tide Cash ISA, including details of interest payments, are available at any time through the Tide Platform. You will be notified by Tide when your monthly statement is available on the Tide Platform to view and download. You can ask the Tide member support team for copies of the statements at any time, but there may be a charge. Details of all fees relevant to your account can be found in section 17 of these

Terms.

7. Keeping Your Account Safe

- 7.1. You must take reasonable steps to keep the security details for accessing the Tide Platform and your Tide Cash ISA (such as passwords or PINs) safe and confidential and you must never share your security details with anyone.
- 7.2. You must notify Tide without delay on becoming aware of the loss, theft, misappropriation or unauthorised access to or use of your personalised security credentials for the Tide Platform and the Tide Cash ISA by freezing your access to the Tide Platform and the Tide Cash ISA (as the case may be) using the functionality on the Tide Platform or by contacting Tide using the member support function on the Tide Platform. In these circumstances, your access to your Tide Cash ISA may be suspended until we are satisfied that there is no longer a security risk, or your login details may be reset. If someone makes an unauthorised payment out of your Tide Cash ISA because you've failed to do this, or to keep safe your personalised security credentials, we won't normally refund the payment.

8. Blocking access to your Tide Cash ISA

- 8.1. We can stop or suspend your ability to access and to make payments to and from your Tide Cash ISA if, for example:
 - (a) Tide informs us that they are enforcing their right to block or suspend your Tide membership, your Tide Cash ISA or your Tide Business Account in accordance with the Tide Terms;
 - (b) you've broken any applicable law or the law requires us to;
 - (c) we reasonably suspect fraud or unauthorised use;
 - (d) we reasonably believe this is necessary to protect your Tide Cash ISA;
 - (e) you've broken any part of these ClearBank Cash ISA Terms in a serious way;
 - (f) your access to your Nominated Account has been blocked; or
 - (g) you're no longer able to access the Tide Platform because Tide has suspended or terminated your access in accordance with the Tide Terms.
- 8.2. Unless prevented by a legal, regulatory or security reason, Tide will normally tell you before or immediately after blocking access to your Tide Cash ISA and, if possible, explain why this has happened. Tide will do this via the Tide Platform or we'll call or email you using the contact details registered to your Tide Cash ISA.

9. Your Tide Cash ISA

- 9.1. You will need to be a Tide member and hold a Tide Business Account in order to open and hold a Tide Cash ISA.
- 9.2. We do not accept subscriptions from non-UK residents, even if they qualify under HMRC's special rules for Crown service employees and their spouses. You must be a UK resident to subscribe to your Tide Cash ISA.
- 9.3. You will only be able to hold one Tide Cash ISA with Tide. However, you are able to hold another cash ISA with another ISA provider that is not Tide. This will not impact your annual tax relief benefit.
- 9.4. You may only deposit into your Tide Cash ISA up to a maximum annual ISA allowance in each tax year, which is set by HMRC and which is currently £20,000.
- 9.5. The annual ISA allowance applies to you across all ISAs that you hold, not per individual ISA account. This means that if you hold multiple ISAs, your total subscriptions across all such accounts cannot exceed the annual ISA allowance. If you hold more than one ISA with ClearBank in relation to which ClearBank is also the ISA manager, and we identify that your combined subscriptions have reached or exceeded the annual ISA allowance, we may enforce the limit. This may include refusing to process any further subscriptions.
- 9.6. There is no maximum account balance applicable to the Tide Cash ISA, provided you remain within the annual subscription allowance limit.
- 9.7. Tide will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your Tide Cash ISA

has, or will, become void. If that happens, you will still be able to access your Tide Cash ISA and withdraw funds, however, you will no longer be able to make any new subscriptions to your Tide Cash ISA until you are confirmed as eligible again.

- 9.8. The money held in your Tide Cash ISA will be and must remain in your beneficial ownership and must not be used as security for a loan.
- 9.9. We do not provide financial, tax or investment advice and do not recommend any savings products or providers. Please seek independent advice if you need help understanding the financial or tax implications of using your Tide Cash ISA.

10. How your Tide Cash ISA works

- 10.1. To access your Tide Cash ISA, you must have access to the Tide Platform. The Tide Platform is provided to you by Tide in accordance with the Tide Terms and may be updated from time to time. If you are accessing the Platform via a mobile phone app in accordance with the Tide Terms, you are responsible for ensuring that you have downloaded the latest version of the app. If you have not downloaded the latest version, or you have not upgraded your device's operating system to the latest available, then you may not be able to access all of the features of your Tide Cash ISA.
- 10.2. Your Tide Cash ISA is not a current account, so it cannot be used for everyday use, such as for day-to-day spending or receiving or sending money to other people. This also means that payments, like wages, salary, benefits or pension payments should not be paid into it. You must not open or use your Tide Cash ISA to hold money for someone else (including as a trustee or personal representative) or for the purpose of any type of business or charity. Tide Cash ISAs are not available for joint account holders.
- 10.3. When you open your Tide Cash ISA, you must link it to your Tide Business Account, which will be known as your "**Nominated Account**". You can only make payments into or from your Tide Cash ISA from or to your Nominated Account.
- 10.4. You may only have one Nominated Account. You can exchange your Nominated Account by contacting Tide member services via the Tide Platform (subject to the Tide Terms).
- 10.5. To make a payment to or from your Tide Cash ISA as permitted under these ClearBank Cash ISA Terms, you will need to send your payment instruction for us to Tide via the Tide Platform. We will then accept and act on those payment instructions from Tide.

11. Paying money into your Tide Cash ISA

- 11.1. Subject to section 11.2, we will credit your Tide Cash ISA as soon as we receive the payment from your Nominated Account and will update your balance, in accordance with the Tide Cash ISA Terms.
- 11.2. We will return any funds received into your Tide Cash ISA from an account other than your Nominated Account or a cash ISA held with another provider. There may also be times when we have to stop money coming into your Tide Cash ISA for legal or regulatory reasons.

12. Withdrawing money from your Tide Cash ISA

- 12.1. You can make payments from your Tide Cash ISA by bank transfer to your Nominated Account only. You can give us instructions and consent to a payment from your Tide Cash ISA through the Tide Platform, including by providing all the information requested.
- 12.2. As we start processing your payment instructions as soon as we receive them, it is not possible to cancel your instructions once they have been made. However, if you have instructed us to make a payment at some time in the future, you can revoke this instruction through the Tide Platform at any time before the day on which the payment is scheduled to take place. Payments to and from the Tide Cash ISA can be made 24/7, 365 days of the year (or 366 days for a leap year) and payments will be received into your Nominated Account or your Tide Cash ISA, as the case may be, usually immediately and, in any case, no later than the working day following the day on which your payment instruction is processed by us.
- 12.3. The money you withdraw from your Tide Cash ISA and pay to your Nominated Account will no longer benefit from a preferential tax treatment. This does not apply where funds are transferred to another cash ISA provider as set out below.

- 12.4. Your Tide Cash ISA is a flexible cash ISA. This means that you can take money out of your Tide Cash ISA and replace it back into that same Tide Cash ISA in the same tax year without it counting towards your annual ISA allowance for that tax year.

13. Transfers in from another cash ISA

- 13.1. You are entitled to transfer funds from a cash ISA held with another provider into your Tide Cash ISA, subject to any transfer restrictions set out in the Tide Terms, but you cannot transfer funds from an ISA that is not a cash ISA into your Tide Cash ISA.
- 13.2. We do not accept defaulted cash subscriptions from a cash ISA that has been managed by an ISA manager declared to be in default by either the Financial Conduct Authority or Financial Services Compensation Scheme.
- 13.3. When you choose to transfer funds from an ISA managed by another provider to your Tide Cash ISA, you should initiate the process by providing Tide with your formal transfer instructions by requesting a Transfer In using the Tide Platform. Upon receiving your request, Tide will promptly review the transfer application and confirm you are requesting to transfer funds from another cash ISA, and from a provider which is supported by Tide, and that you have no other Transfers In already in progress. Tide will notify you if the transfer request is rejected.
- 13.4. On acceptance, Tide will promptly notify the existing ISA manager and proceed with the transfer. We commit to processing and confirming the transfer to the other manager within 15 working days.
- 13.5. Following the receipt of your funds and all required documentation from the outgoing ISA manager, Tide will credit your Tide Cash ISA within 15 working days.
- 13.6. While your transfer is being processed, you will be able to make payments into and out of your Tide Cash ISA.

14. Transfers out from your Tide Cash ISA

- 14.1. You can transfer out all of your Tide Cash ISA balance in full to an ISA belonging to you with another ISA provider. To do this you should contact your ISA provider to arrange the transfer, subject to their requirements. They'll then contact Tide, and the transfer can take up to 15 working days to complete (or 30 calendar days if it's a transfer to a non-cash ISA). If you withdrew any interest earned on current or previous year subscriptions before requesting a transfer out, you will lose the ability to replace that withdrawn interest or previous year subscriptions, once the transfer has been initiated. We do not offer partial transfers out. Once a transfer out request has been successfully processed, Tide will close your Tide Cash ISA. You can open another ISA with a different ISA provider, and this will not impact your tax relief benefit.
- 14.2. Please note that your Tide Cash ISA will be restricted while your transfer is being processed. This means that you will not be able to make payments into and out of your Tide Cash ISA during this time.

15. When we won't make payments or can delay payments

- 15.1. You won't be able to submit a payment instruction through the Tide Platform unless you've provided all the information required.
- 15.2. We'll follow your payment instructions, unless:
- a) we need to ask you for further information to complete the payment and you don't provide it to us;
 - b) you don't have enough money in your Tide Cash ISA to make the payment;
 - c) we reasonably believe that you did not give the instruction or that it could be fraudulent or related to criminal activity;
 - d) we think the instructions are unclear;
 - e) we reasonably believe that making the payment would cause us to breach any law or regulation that applies to us; or
 - f) you've broken any of these ClearBank Cash ISA Terms in a serious way.
- 15.3. Sometimes we or Tide need to make checks or ask you for further information before we can carry out a payment instruction, which may delay the payment.

- 15.4. Unless we are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when an instruction hasn't been followed. Where possible, we'll tell you why this has happened and how you can resolve the issue.

16. Interest

- 16.1. The interest rate you receive is set out in your Summary Box and is equal to the applicable Bank of England (“**BoE**”) Base Rate minus a certain percentage as indicated in your Summary Box (the “**Percentage**”) plus any promotional or boost rates offered from time to time (“**Promotional Rate**”). The addition of a Promotional Rate may mean that the total interest rate you receive is above the Bank of England Base Rate (gross).
- 16.2. ClearBank places funds held in the Tide Cash ISA with the BoE and expects to generate interest from the BoE on those funds. The amount of interest payable by the BoE is variable and, subject to the amount of interest paid by the BoE being sufficient, you will receive interest on funds held in the Tide Cash ISA based on the calculation in section 16.1. You will not earn interest on the interest accrued on your Tide Cash ISA unless otherwise provided in your Summary Box.
- 16.3. Market conditions may result in negative interest being applied to your Tide Cash ISA. If this happens, instead of earning interest on the funds in your Tide Cash ISA, interest will be deducted from your Tide Cash ISA.
- 16.4. You can find details about the applicable interest rate in your Summary Box document in addition to details about our obligations to notify you in the event that the applicable interest rate changes.
- 16.5. Interest will be paid tax-free for as long as you qualify for a Tide Cash ISA.

17. Fees

- 17.1. We don’t charge you fees for using your Tide Cash ISA.
- 17.2. There might be costs, fees, charges or taxes that you have to pay that are outside of our control and not charged by us. For example, Tide may charge for the services it provides. Please check with Tide for any fees or charges applicable to their services.
- 17.3. You authorise us on behalf of Tide to debit your Tide Cash ISA for all fees under your Tide Terms as they become payable to Tide.

18. If Something Goes Wrong

- 18.1. If you believe that there is an issue with the Tide Platform or the Tide Cash ISA, including if you think that a payment from your Tide Cash ISA is incorrect or unauthorised, or if security details relating to your Tide Cash ISA have been lost or stolen, please reach out to Tide as soon as you can via the member support function on the Tide Platform (available 24 hours a day). If, in any event, you don't tell Tide within thirteen (13) months, then you might not be entitled to a refund.
- 18.2. Subject to 17.1, the table below shows what will happen when something goes wrong.

| What went wrong? | What we’ll do |
|---|---|
| We incorrectly made a payment out of your Tide Cash ISA because we didn't send it to your Nominated Account in accordance with your instructions. | We'll refund the payment amount and any charges linked to that payment. |

| | |
|---|---|
| <p>A payment from your Tide Cash ISA was unauthorised, unless:</p> <ul style="list-style-type: none"> • you've been deliberately or grossly negligent with your security details; or • we can prove you acted fraudulently. | <p>Once your claim has been investigated and we're satisfied you've not been deliberately or grossly negligent with your security details or that you've not acted fraudulently:</p> <ul style="list-style-type: none"> • the payment amount will be refunded together with any charges linked to that payment, except for the first £35 of the payment amount which we may not refund to you if the unauthorised payment arose before you reported the unauthorised payment or before you reported your security details having been lost or stolen; and • we will refund any unauthorised payments which take place after you've notified Tide of the unauthorised payment or that your security details relating to your account have been lost or stolen and your Tide Cash ISA has been blocked. |
|---|---|

| What went wrong? | What we'll do |
|---|--|
| <p>A payment you requested us to make to your Nominated Account is late due to our error.</p> <p>A payment you received to your Tide Cash ISA is late due to our error.</p> | <p>We'll put your Tide Cash ISA back to the position that it would have been in if we hadn't made the error.</p> |
| <p>You made a mistake and gave the wrong account details for a payment.</p> | <p>If you make a mistake, Tide will use its reasonable efforts to help fix the problem (which might mean getting your money back).</p> <p>If Tide can't recover the money then we won't be able to refund the money to your Tide Cash ISA.</p> <p>If the payment has been received by the recipient's bank then you will need to ask them about obtaining a refund. You can contact Tide if you need information about the payment to help you try and recover it.</p> |

18.3. Further investigation of your claim for a refund may be required to check that you're entitled to a refund. If you are entitled to a refund, this will be done as soon as we can and no later than the end of the next working day following the day that the request is received or after the conclusion of any investigation into your claim, as applicable.

18.4. In after investigating your claim to check that you're entitled to a refund we find that you're not entitled to a refund but we have already paid it, we will reclaim the refund.

18.5. If funds are added to your Tide Cash ISA because of a system error or a mistake, you consent to us automatically reclaiming those funds and any interest earned on those funds. If you believe the funds were not received in error or by mistake, you may log a complaint about this issue.

18.6. **Losses that aren't caused by an incorrect or unauthorised payment**

18.6.1. If you suffer a loss because of something we have done or failed to do, you will usually be entitled to

claim back that loss from us. However, there are some exceptions where you won't be able to claim from us and they are as follows:

- 18.6.1.1. loss of business, profit, opportunity and goodwill, in each case whether direct or indirect;
 - 18.6.1.2. loss where you've acted fraudulently or with intent or gross negligence;
 - 18.6.1.3. loss where you've given us details which are wrong or insufficient (for example, the wrong payee details);
 - 18.6.1.4. loss caused by a delay or failure to perform our obligations under these ClearBank Cash ISA Terms due to any event beyond our (or our agents' and/or subcontractors') reasonable control;
 - 18.6.1.5. any loss we could not reasonably have predicted when you gave us an instruction;
 - 18.6.1.6. you're in breach of these ClearBank Cash ISA Terms ;
 - 18.6.1.7. we haven't followed an instruction from you for a reason we give in these ClearBank Cash ISA Terms; and
 - 18.6.1.8. loss of tax relief as a result of any changes to applicable laws, your personal status or your use of your Tide Cash ISA contrary to applicable law.
- 18.6.2. None of these exceptions will apply, and we will always be liable, if:
- a) we act fraudulently; or
 - b) we are at fault and the law does not allow us to exclude or limit liability.
- 18.6.3. You understand that the Tide Cash ISA services are provided on an "as is", "as available" basis.

19. **APP Scam Claims**

- 19.1. Effective from 7 October 2024, new rules protect victims of Authorised Push Payment (“APP”) scams. These rules apply to personal accounts, microenterprises, and small charities, covering Faster Payments and CHAPS. Payments made before 7 October 2024, or by credit/debit card, cash, cheque, or international transfer, are excluded.
- 19.2. If you believe you have been a victim of an APP scam, please contact Tide immediately and provide all requested information to assist with their investigations. Tide will be responsible for:
- a) Receiving and assessing APP scam claims;
 - b) Investigating the circumstances of the scam;
 - c) Deciding on eligibility for reimbursement; and
 - d) Processing and paying out valid claims.
- 19.3. Please note that claims must be made within 13 months of the last payment to the scammer. If you are not eligible for compensation, Tide will explain the reasons for rejecting your claim.

20. **Termination and Closing your Tide Cash ISA**

- 20.1. You may close your Tide Cash ISA and terminate the services and these ClearBank Cash ISA Terms at any time by contacting Tide member services via the Tide Platform.
- 20.2. If you're closing your Tide Cash ISA within fourteen (14) days of opening it, the money you paid into it won't count towards your annual ISA allowance.
- 20.3. We may close your Tide Cash ISA and terminate these ClearBank Cash ISA Terms by giving you at least two (2) months' prior written notice.
- 20.4. If you or Tide close your Nominated Account or terminate the Tide Terms or Tide Cash ISA Terms, either on notice or without notice, this shall additionally constitute a notice of termination of the ClearBank Cash ISA Terms and such termination shall be effective on the same date as the termination of the Tide Terms or Tide Cash ISA Terms.
- 20.5. We may on immediate notice close your Tide Cash ISA and terminate the ClearBank Cash ISA Terms where we have reason to believe that any of the following has happened:
- 20.5.1. we have reasonable grounds to suspect there has been (or if we know there has been) fraudulent or criminal activity on your Tide Cash ISA;
 - 20.5.2. you have been suspended or your Tide Cash ISA has been blocked for a period of 90 days and you have failed to remediate the cause for suspension;
 - 20.5.3. you seriously or repeatedly break these ClearBank Cash ISA Terms;
 - 20.5.4. we reasonably think that you might put us in breach of law or regulation;
 - 20.5.5. we discover that any of the information you've provided is false or misleading;
 - 20.5.6. you are subject to a bankruptcy, insolvency, winding up or other similar event;
 - 20.5.7. you no longer qualify for a Tide Cash ISA;
 - 20.5.8. your Tide Cash ISA has become void as a result of a failure to satisfy the ISA Regulations; or
 - 20.5.9. your representative has not closed your Tide Cash ISA within 3 years of your death, in accordance with section 20.10.
- 20.6. The termination of any of the services or the ClearBank Cash ISA Terms will not affect your or our accrued rights arising under these ClearBank Cash ISA Terms.
- 20.7. On termination of these ClearBank Cash ISA Terms and the closure of your Tide Cash ISA, we will transfer any accrued interest (after the deduction of all payment transactions and applicable fees) to your Nominated Account.

Before your Tide Cash ISA can be closed, you need to pay any balance remaining in your Tide Cash ISA (including the last accrued interest) to your Nominated Account or transfer it out to another ISA that you hold, in accordance with section 14.1.

- 20.8. If you or Tide close your Nominated Account prior to or at the same time as you close your Tide Cash ISA, you need to either provide us the details of another bank account to which we can pay your remaining Tide Cash ISA balance or transfer out all of your Tide Cash ISA balance, in accordance with section 14.1. Tide will contact you to confirm where that refund should be made to, which should be to a UK bank account or cash ISA in your name. All funds in your Tide Cash ISA need to be paid to another account or transferred out to another ISA, before your Nominated Account may be closed.
- 20.9. If you die, your representative must contact Tide and provide all necessary information to confirm your death. Your Tide Cash ISA will continue to accrue interest in accordance with section 14 but we'll no longer accept any subscriptions or transfers into or withdrawals from your Tide Cash ISA, unless this is related to the closure of your Tide Cash ISA. We'll continue to treat money already in your Tide Cash ISA the same way from the date of your death until the earliest of: the administration of your estate is completed, your Tide Cash ISA is closed, or 3 years have passed since your death. After your death, your spouse or civil partner may be able to make an additional subscription to their own ISAs (to the value of your Tide Cash ISA) without affecting their annual allowance where applicable laws allow for this. If 3 years have passed since your death, your representative will be required to close your Tide Cash ISA, in accordance with section 20.7. If your representative does not close your account, ClearBank can close your Tide Cash ISA and pay the balance of your Tide Cash ISA to your Nominated Account.

21. **Complaints And Legal Claims**

- 21.1. If you would like to log a complaint, please email Tide at complaints@tide.co. Tide's complaints procedure sets out the process for submitting and resolving any complaints. You may access a copy of Tide's complaints procedure at any time by contacting Tide.
- 21.2. If your complaint relates to the Tide Cash ISA and after having received Tide's final response you are still unhappy or not satisfied then you may, if your complaint falls within the Financial Ombudsman Service's jurisdiction, be able to take your complaint to the Financial Ombudsman Service (FOS), details of which are available on the following link www.financial-ombudsman.org.uk/faq/complain.html. You can also call the FOS on 0800 023 4567 or write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.
- 21.3. Alternatively, you can contact the Centre for Effective Dispute Resolution Service and seek advice about an alternative way to resolve your dispute. Contact details for the Centre for Effective Dispute Resolution are:

By post to Consumer Complaints, 70 Fleet Street, London, EC4Y1EU By phone

at 0207 520 3800

By email to applications@cedr.com.

22. **If You Do Something Wrong**

- 22.1. If you break any of these ClearBank Cash ISA Terms and it creates costs for us, including where you have a complaint or legal claim and do not follow the process set out in the "Complaints and Claims" section above, we can recover costs from you. This could include the costs of tracing you and taking steps to deal with the issue, enforcing the payment of any money you owe us, the costs of third party claims against us arising from you breaking these ClearBank Cash ISA Terms, as well as any charges for our services you haven't yet paid. We'll also charge for communicating with you about what's happened.

23. **Financial Services Compensation Scheme**

- 23.1. ClearBank is covered by the Financial Services Compensation Scheme (FSCS), which is the UK's deposit guarantee scheme. If we are unable to meet our financial obligations, you may be entitled to compensation from FSCS.
- 23.2. The FSCS only protects certain depositors and there are maximum limits on the amount of compensation that can be claimed. More information is available on our FSCS Information Sheet and Exclusions List (you can request a copy of this from Tide at any time) or at www.fscs.org.uk.

24. How We Use The Information We Hold About You

- 24.1. By agreeing to these ClearBank Cash ISA Terms, you acknowledge and agree respectively for a) Tide to use and process your personal data in accordance with the Tide Privacy Policy which can be found at <https://www.tide.co/privacy/>, and b) ClearBank to use and process your personal information in accordance with the ClearBank Privacy Policy which can be found at <https://clear.bank/privacy-notice> for the purposes of providing the Tide Cash ISA services to you.

25. Sharing information about you with tax authorities.

- 25.1. In certain circumstances, we may be required by law or applicable regulations to share information about your accounts with the UK tax authorities. The tax authority we share the relevant information with could then share it with overseas tax authorities by virtue of applicable international data sharing agreements or as otherwise required by applicable law. If we require additional information from you for these purposes, you must provide such.

26. The Law That Applies

- 26.1. These ClearBank Cash ISA Terms and all matters arising out of your use of the Tide Cash ISA shall be governed by the laws of England and Wales and any claim or dispute under these ClearBank Cash ISA Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

27. Other ClearBank Cash ISA Terms

- 27.1. If a court decides that we can't rely on a particular part of these ClearBank Cash ISA Terms, this won't stop the rest of the agreement from applying to you.
- 27.2. Subject to ClearBank first obtaining the consent of Tide in certain circumstances, we may transfer our rights and obligations under these Terms and Conditions to another company at any time where we reasonably believe you will not be treated less favourably as a result of the transfer. We will give you two (2) months' prior written notice of this and we'll also inform you of the successor ISA manager and the date of transfer. If you are not happy with this, you can transfer your Cash ISA to another ISA provider of your choosing.
- 27.3. Subject to ClearBank first obtaining the consent of Tide in certain circumstances, we may delegate the performance of any of our obligations under these Terms and Conditions to another person who is competent to carry them out. Even if we have so delegated, we will still be responsible to you for our obligations under these Terms and Conditions.
- 27.4. You cannot transfer any of your rights or obligations under these Terms and Conditions unless we have agreed this with you in writing.
- 27.5. These ClearBank Cash ISA Terms are between you and us, and, save for as set out above, no other person shall have a right to enforce any of the provisions of these ClearBank Cash ISA Terms.