

## General Conditions for Cynergy Bank FlexiBonds (September 2020)

### Definitions

“**Account**” means your FlexiBond account with us.

“**Account Holder(s)**” means the Customer(s) in whose name(s) the Account is held.

“**Authenticator App**” means Our downloadable mobile device application for authentication purposes.

“**Authentication Image**” means a unique visual image consisting of a matrix of coloured dots which when detected by Your App or Digipass® will generate a unique passcode.

“**Authorities**” means any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents.

“**Business**” or “**Business Customer**” means a limited company, limited liability partnership, other partnership or sole trader who hold or apply to hold an Account with us.

“**Cash ISA**” means a pound sterling denominated individual savings account.

“**CHAPS**” means the Clearing House Automated Payment System initiative within the UK.

“**Cleared Funds**” means a balance in an Account that is able to be withdrawn or used. Until funds are ‘cleared’ they are considered to be pending.

“**Clearing Agent**” means HSBC Bank Plc.

“**Compliance Obligations**” means our obligations to comply with:

- Laws or international guidance and internal policies or procedures;
- any demand from Authorities or reporting, disclosure or other obligations under Laws; and
- Laws requiring us to verify the identity of our customers.

“**Conditions**” means these terms and conditions.

“**Customer**” means a Business Customer or Personal Customer.

“**Customer Information**” means any confidential information, Personal Data (where applicable) and/or Tax Information.

“**Data Retention Policy**” means our data retention policy (as amended from time to time) and published on our Website.

“**Digipass®**” means a small device which scans an Authentication Code and that we will supply to you for use with the Online Banking Service, Open Banking and when making online transactions (note the wording about trademarks at the end of these Conditions).

“**Exceptional Circumstance(s)**” means at our absolute discretion and as applicable to a Customer, diagnosis of a terminal illness, financial difficulties, bankruptcy or insolvency (or related proceedings) or any such particular circumstances that we reasonably designate as such.

“**Faster Payments**” means a UK banking initiative to reduce payment times between different banks’ customer accounts to typically a few hours.

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break the laws relating to these matters.

“**Financial Crime Risk Management Activity**” means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- screening, intercepting and investigating any communication, application you make or any payment sent by you or on your behalf;
- investigating the source of or intended recipient of money;
- combining information relating to you with other information in our possession or the possession of our Clearing Agent; and/or
- making further enquiries as to the status of a relevant person or entity to establish whether they are subject to a sanctions regime or confirming their identity or status.

“**FlexiBond(s)**” or “**Business FlexiBond(s)**” means a pounds sterling denominated deposit account(s) available for a term of one year.

or agreement or treaty between Authorities and applicable to us.

**"Nominated Account"** means a linked account, the details of which you will provide to us, where we will pay all withdrawals and interest. It must be a personal bank or building society account within the UK in your name which accepts Faster Payments and CHAPS.

**"Online Banking"** or **"Online Banking Service"** means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through Online Banking and made available by us to you either through our Website or, if you have a smartphone or tablet, when you are connected to the internet.

**"One Time Passcode"** or **"OTP"** means the unique alphanumeric code we will send to the mobile telephone number we hold for you which you will need to input in Online Banking to complete certain transactions.

**"Passcode"**, **"Password"**, **"User ID"** or **"Username"** means any confidential password, code or number, whether automatically produced for you randomly by us and posted directly to you, or sent to you via email, or adopted by you and accepted by us, which may be used to access Online Banking.

**"Personal Customer"** means an individual or individuals who hold or apply to hold an Account with us in their own name(s) for personal use.

**"Personal Data"** means any information which, either alone or in combination with other information that we hold, enables you to be identified directly or indirectly.

**"Personal Savings Allowance"** means the savings interest which most individuals can earn without paying tax. For more information visit [www.gov.uk](http://www.gov.uk) and type 'personal savings allowance' in the search box.

**"Privacy Policy"** means our privacy policy (as amended from time to time) and published on our Website.

**"Secure Message"** means an electronic message sent through our Online Banking Service.

**"Tax Authorities"** means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs).

**"Tax Information"** means any information or documentation about your tax status.

**"UK"** means United Kingdom.

**"We/our/us"** means Cynergy Bank plc incorporated in England and Wales as company number 04728421.

**"Website"** means our website at [www.cynergybank.co.uk](http://www.cynergybank.co.uk) or any other website we set up.

**"Working Day"** means any day of the week except Saturday, Sunday or any public holiday in England and Wales.

**"You/your/yours"** means the Account Holder(s).

## **About us**

Cynergy Bank plc is registered in England and Wales as company number 04728421.

Our registered office is at 4th Floor, One New Change, London EC4M 9AF. Our main business is the provision of financial services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 575105. We are a member of the Financial Services Compensation Scheme (FSCS) in the UK. Our address for the purposes of these Conditions is PO Box 80030, London EC4P 4NG.

## **General FlexiBond information**

The interest rate of the FlexiBond are set out in the FlexiBond Summary Box provided with these Conditions. The interest rates are shown gross of tax (i.e. without deduction of tax).

Interest rates on our FlexiBonds are fixed for the term of the FlexiBond. We will also show an Annual Equivalent Rate (AER), which illustrates what the interest rate would be if interest were paid and compounded once each year.

Each FlexiBond is subject to a minimum and maximum deposit which is set out within the Summary Box provided with these Conditions.

All deposits must be in pounds sterling and we reserve the right to refuse a deposit.

You may open a FlexiBond for up to four named Account Holders. We may accept more Account Holders at our discretion. You cannot transfer or assign the FlexiBond to anyone else. This means no names can be added or removed from the FlexiBond once it has been opened, except where a joint FlexiBond Holder has died.

For FlexiBonds opened online, we will act on the sole instructions of any one of the applicants, including withdrawals and renewal of the term.

Any specific rates advertised in connection with a FlexiBond are offered on a strictly limited basis and may be withdrawn without notice at any time prior to our confirming to you that an Account has been opened.

### **Financial Crime Risk Management Activity**

We or our Clearing Agent may carry out a Financial Crime Risk Management Activity. This may result in a delay in processing your instructions to make a deposit, withdrawal or transfer, or it may mean the instructions not being carried out at all. Neither we nor our Clearing Agent shall be responsible to you or any third party for any loss incurred as a result of such delay or refusal to carry out your instructions. To the extent we are permitted by Law we will, if you ask, explain to you what delays are occurring and why.

### **Account opening**

If you are a Personal Customer, you must be at least 18 years old and a UK resident in order to open a FlexiBond.

If you are a Business Customer you must be a Business incorporated or trading in the UK.. Certain Businesses incorporated in British Crown Dependencies or British Overseas Territories and trading in the UK may be eligible. Please contact us for further details.

A FlexiBond cannot be opened by a Trustee, Charity, Club or an association.

Your FlexiBond will be opened on satisfactory receipt of both Cleared Funds representing your deposit and all documentation specified in our application.

You can make your initial deposit to us in the following ways:

- By Faster Payment and any other accepted method of electronic payment – a Faster Payment can be received on the same Working Day it is made but may not be received until the next Working Day.
- By CHAPS transfer – CHAPS are normally received on the same day. Whereas Faster Payments may be subject to a limit on the amount that can be sent, CHAPS has no such limits but you will usually have to pay a fee to the institution sending the funds.
- By cheque - the FlexiBond will be opened on the second Working Day after the day we receive your cheque, however, the FlexiBond will be cancelled if the cheque does not subsequently clear.

If you send your deposit by Faster Payment, CHAPS transfer or cheque and we withdraw the FlexiBond before we receive Cleared Funds representing your deposit, we reserve the right to not proceed with your application.

If you send your deposit by multiple Faster Payments we will open your FlexiBond either when we receive all your indicated Faster Payments or following two Working Days from the day we receive your initial deposit, whichever is the earlier. Any Faster Payments received after your FlexiBond has been opened will be returned to you unless we agree to open another FlexiBond for you.

If we receive your application by telephone and you agree to send us your deposit electronically, we must receive it by Faster Payment or CHAPS transfer the same day. In the event that we do not, we reserve the right to decline your application at any time.

Even if we have not withdrawn a particular FlexiBond, if we do not receive your deposit or any required documentation within eight Working Days of receiving your application to open a FlexiBond, or for whatever reason we are unable to verify any information you have provided, we reserve the right not to proceed with your application.

A confirmation of deposit will be sent to you within seven Working Days of opening your FlexiBond except where your payment is made by cheque in which case the confirmation of deposit will be sent to you within 11 Working Days. Once we have opened your FlexiBond we cannot accept further deposits, including interest, into that Account.

If you are opening a Business FlexiBond on behalf of a Business, you must notify us immediately of any changes to the Business that occur after the FlexiBond has been opened that requires the information you provided to us to be updated, such as changes to any of the Business or personal details provided in the application or an addition or removal of persons who are authorised to give us instructions about the FlexiBond. You must promptly provide any updated documentation that we request from you to support this change.

You can view information on your FlexiBond such as principal balance, interest rate, start and end date via our Online Banking Service. If you would like to register for Online Banking please visit our Website and choose log in for Online Banking or call Customer Services. Please see 'How to contact us' for details.

If you are an existing Cynergy Bank customer who is registered for Online Banking and would like to view your Account online, simply log on.

### **Joint Account**

Please note that where there are joint Account Holders, we will act on withdrawal instructions given by any one of you unless any one of you informs us that we can only act on instructions given by all or some of you. That means one of you could withdraw the entire balance of the Account. However, we reserve the right not to accept instructions from one account holder if we suspect that the withdrawal is against the interest of the other Account Holder(s).

For Accounts opened online, we will act on the sole instructions of any one of the applicants, including withdrawals. Joint Account Holders are individually and jointly liable for keeping to these Conditions. If any one of you wishes to stop being a joint Account Holder, or if any one of you wishes another joint Account Holder to stop being a joint Account Holder, then you must inform us. We will remove one or more Account Holders from the Account if we receive instructions in accordance with the mandate (i.e. your normal signing authorities) and the Account Holders who are to be removed from the Account consent.

You agree that if one of you dies, the survivor(s) will become the owner(s) of the Account. We may disclose to any of you any information we hold about the Account, even if that information relates to a time when the Account Holder(s) were different.

### **Interest and tax**

From the date the FlexiBond is opened interest is calculated daily. Interest will be paid, in accordance with the Law, without the deduction of tax. If you are an individual you may need to pay tax on any interest earned on your Account above the amount of your Personal Savings Allowance. If you are a joint Account Holder, your Personal Savings Allowance will be used against your share of the interest.

Please note that you are responsible for ensuring you are paying the correct amount of tax, if any is payable, on the interest received on your Account. If you think you need to pay tax in the UK or in the jurisdiction where you are resident for tax purposes, on the interest received on your Account, then you will need to seek independent professional advice or contact HMRC or the tax office in the jurisdiction where you are resident for tax purposes for further information. The tax treatment depends on individual circumstances and may be subject to change in the future.

Interest on FlexiBonds will be paid at the end of the term. If you instruct us to pay your interest into an account held with us we will do so. If you ask us to pay the interest to a Nominated Account, your funds will be sent to that institution by Faster Payment where possible. Either way there will be no charge for such transfers.

Charges may apply for other types of transfer. These charges are set out in our Fee Information Document for Savings Accounts. The Fee Information Document for Savings Accounts is available on our Website in the section headed "Document Library" or can be obtained upon request.

### **Repayment or re-investment at the end of the FlexiBond term**

We will write to you, 14 days prior to your FlexiBond's maturity date, to remind you that your FlexiBond is maturing and to request instructions from you on what you want to do with your funds.

At the end of the term, we reserve the right not to renew your FlexiBond. However, unless we exercise that right or unless you instruct us otherwise, we will re-invest the interest and principal amount of your FlexiBond in to our nearest equivalent FlexiBond at this time.

On re-investment, we will write to you to confirm the new FlexiBond's details, including the rate being paid and length of term. Should you wish to cancel your FlexiBond following renewal, you have 14 days from the start date of your new FlexiBond to cancel without charge. After this date, other than in Exceptional Circumstances, you are not permitted to close your FlexiBond until the end of its term. Cancellation requests must be received by telephone, by Secure Message or in writing (please see 'How to contact us' for details).

If you do not want your funds to be automatically re-invested into our nearest equivalent FlexiBond on maturity, you should ensure that you contact us at the latest, before the end of the term, to provide your instructions. If you have asked us not to reinvest the funds into our nearest equivalent FlexiBond at the time we will, unless you instruct otherwise, pay them to you without charge by Faster Payment (where possible) to your Nominated Account.

If you are a Business and you applied for the Business FlexiBond online, we will only remit your funds to the account used to send the funds to us. In circumstances where this is not possible we will require supporting documentation, original or verified, such as proof of identification and address for the individual(s) named in the Business FlexiBond application, and relating to the switch of accounts.

We reserve the right to apply charges for any other types of repayment. These charges are set out in our Fee Information Document for Savings Accounts. The Fee Information Document for Savings Accounts is available on our Website in the section headed "Document Library" or can be obtained upon request.

### **Withdrawal, cancellation or closure**

If you change your mind, you have 14 days from the date your FlexiBond is opened in which to cancel the FlexiBond (the "**Cancellation Period**"). Within the Cancellation Period you do not need to provide any reason for cancellation, just give notice by telephone, by Secure Message or in writing (please see 'How to contact us'). We will return the full balance plus any accrued interest to you as soon as possible and not later than 30 days from receiving notice of cancellation.

Following the Cancellation Period, you can make up to two withdrawals from your FlexiBond for a combined total of 30% of your original investment before the end of the term. To make withdrawals during the term we require 35 days' notice in writing. The 35 days' notice will begin from the day after we receive your written instructions. Withdrawal instructions cannot be accepted within 35 days of the maturity date. Once you have made a

withdrawal request you can only cancel that request if we, at our discretion, agree.

Withdrawn funds cannot be re-invested in the same FlexiBond. If you are a Business and you applied for the Business FlexiBond online, we will only remit withdrawals to the account used to send the funds to us. It may be necessary for you to provide us with further documentation if you wish to send funds to an account which is not the same as the account from which the original funds were sent. Please see below for further information.

To make a withdrawal you will need to give us the following information: your name, address, Account number, amount to be withdrawn and payment instructions.

A confirmation of your withdrawal instructions will be sent to you within seven Working Days of receipt. Upon receipt you should check the details carefully and contact us immediately if any of the details do not match your withdrawal instruction. The confirmation of withdrawal will show the revised amount of interest to be paid to you on maturity, taking into account the amount you have withdrawn.

Upon the expiry of the Cancellation Period, you are not, other than in Exceptional Circumstances, permitted to terminate the FlexiBond before the end of the term.

If, due to Exceptional Circumstances, you need access to funds held in your FlexiBond we will consider allowing you to close the FlexiBond early and have the full balance, including any accrued interest, paid back to you. If your request for closure is agreed, you will not be charged for this. You may be asked to provide evidence of any such Exceptional Circumstance when making a request to cancel a FlexiBond. To make a request you can contact us by telephone, by Secure Message or in writing (please see 'How to contact us' for details).

If you are made bankrupt or insolvent (whichever is applicable) we shall, at our absolute discretion, be entitled to pay the FlexiBond proceeds to your trustee in bankruptcy prior to the end of the term.

If we are no longer able to participate in the UK deposit market we reserve the right to, upon giving you not less than 60 days' notice, terminate your FlexiBond and return your money to you, including interest that will have accrued up to the date of termination.

If we wish to terminate our banking relationship with you or withdraw the Account, we will give you not less than 60 days' notice in writing unless there are mitigating circumstances such as (but not limited to) our suspicion that you have committed or attempted to commit fraud.

If we withdraw the Account for reasons other than our suspicion that you have committed or attempted to commit fraud, we will use our reasonable endeavours to ensure that an alternative Account is made available upon the expiry of the 60 day notice period (although we shall not be obligated to do so).

### **Death of an Account Holder**

Where a sole Account Holder dies during the term, the personal representative(s) of the deceased must notify us in writing and provide us with the original or certified copy of the death certificate. We may also require the personal representative to provide identification and official documentation confirming their appointment. We will pay the FlexiBond proceeds to the personal representatives of the deceased Account Holder before the end of the term if so requested. If we do not receive withdrawal instructions from the personal representatives of a deceased Account Holder, we will transfer the funds to an instant access account at the end of the FlexiBond's term. While the funds are in an instant access account they will receive the published rate of interest for that account as applicable from time to time. Details of our interest rates can be found on our Website.

If you hold a joint FlexiBond you agree that in the event of the death of an Account Holder, the survivor(s) will automatically be entitled to the funds, although early withdrawal from or closure of the FlexiBond will only be permitted in line with the Conditions. Please see 'Withdrawal, cancellation or closure' for further details.

### **Deposit protection**

Cynergy Bank plc is a member of the Financial Services Compensation Scheme (FSCS) in the UK. Current eligible deposits are protected up to £85,000 per customer.

This means that if Cynergy Bank plc was unable to meet its obligations, our eligible depositors would be able to claim up to the maximum compensation limit from the FSCS. The maximum compensation limit applies per depositor not per Account, so for joint Accounts each Account Holder would be entitled to compensation up to the maximum limit of £85,000 each. All deposit claims will be paid out in pounds sterling.

Deposits held in all currencies with us are protected under the FSCS and will be paid out in pounds sterling.

For further information about the FSCS (including eligibility and amounts covered) please see our Website or visit the website of the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or call 0800 678 1100 or 0207 741 4100.

### **Online Banking Services**

We will make available and provide Online Banking Services to you if requested and we will provide you with a User ID and Passcode and Digipass® as required. You accept that you may not be able to access Online Banking until you receive your new User ID and Passcode and Digipass® as required.

When you first login to your Online Banking Services you will be required to register your Authenticator App or Digipass® to your Account. You will need to use your Authenticator App or Digipass® each time you login to your

Account and each time you make any changes to, or payments from your Account.

We have the right at any time to temporarily suspend Online Banking and/or an Online Banking Service for the purposes of maintenance, repair, upgrade or any other purpose that we deem appropriate.

You will be responsible for providing, maintaining and upgrading suitable computing and communications equipment and systems on which to access Online Banking Services and will ensure that the equipment and systems used are of a type specified as suitable by us in the minimum system requirements on our Website.

We will not be responsible for the compatibility or reliability of equipment, systems or software supplied to you by third parties and used in conjunction with our Online Banking Services.

You agree as follows:

- that you are responsible for ensuring your computer and mobile telephone comply with our reasonable standards and requirements which will be advised to you from time to time;
- to keep details of the Online Banking Services and all related information, designs and techniques confidential and not to disclose the same to any third party unless legally obliged to do so;
- to notify us immediately if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions;
- that the copyright and all other rights in our help screens and software will remain vested in us, or any licensor to us of such software, and that you will not alter, copy or allow any third party access to the software without our consent;
- to notify us as soon as possible if the mobile telephone associated with the telephone number you provided to us is stolen, lost or no longer under your control; and
- to ensure that all reasonable measures to safeguard your Account from access or use by unauthorised person(s) and any other fraudulent activity are maintained at all times and that the security provisions of the rest of this Condition are adhered to.

You also agree to follow all reasonable security procedures and keep any Passcode, Password, User ID, Username, Digipass® number or any other personal security details (together "Security Information") confidential, never to disclose them to anyone, except to third party providers who may require such information to provide their services, and to take all reasonable care to prevent their unauthorised or fraudulent use and as may be required by Law.

We recommend that you do not write down or otherwise record your Security Information in a way that can be recognised by someone else and you must never keep any such record with your Digipass® or any other security devices we give you.

We also recommend the following security steps

- do all you reasonably can to make sure no one finds out your Security Information, other than third party providers who may require such information to provide their services ;
- where you can select your Security Information or PIN code, don't choose obvious passwords or codes (such as your date of birth);
- if you keep a written record of any Security Information or PIN code you must make a reasonable attempt to disguise it;
- carry out your own regular virus checks;
- only use Online Banking on a secure Wi-Fi network and do not use public Wi-Fi to access your Account using Online Banking; and
- do not use the same PIN code for all your bank accounts.

### **Unauthorised access**

If you become aware that someone else has access to your Passcode, Password, User ID, Username, or Digipass®, and/or knows your Passcode, Password, User ID, Username and/or OTP, or you have lost your Digipass®, or you become aware of any unauthorised use of your Account, you must contact us without undue delay by calling 0808 169 1565 (+44 20 3375 6422 if calling from abroad). We will then deactivate your Passcode, Password, User ID, Username and/or Digipass® (as applicable) and provide you with a new one as soon as reasonably practicable.

If you become aware that someone else has access to your Online Banking, you may notify us at any time, by sending us a Secure Message headed "Potential Fraud" via Online Banking, (a relevant template is available in Online Banking for this purpose). We will then suspend your Online Banking access. If the Account is a joint Account, we will only suspend the Online Banking access of the Account Holder who notified us of the fraud and, to reduce the possibility of further fraud on the Account, we strongly recommend that the Account Holder who notified us of the fraud asks the other Account Holders (or any third party authorised to access Online Banking on the Account) to request that their Online Banking access is restricted too. We will restore access to Online Banking as soon as reasonably practicable, and in any event, as soon as the reason for denying access no longer exists.

Once you have notified us of the unauthorised use of your Account or Online Banking, as applicable, (in accordance with the above), you will not be liable for debits made to your Account by other persons not authorised by you in relation to transactions made after notifying us. We will credit your Account with the amount of such debits and any interest or charges made in relation to them. However, you will be responsible for all the losses that you incur in respect of a transaction that you did not authorise where the unauthorised transaction occurs when you are in credit and you have with intent or gross negligence failed to:

- use your Passcode, Password, User ID, Username, Digipass® and/or OTP in accordance with these

Conditions;

- notify us without undue delay in accordance with these Conditions on becoming aware of the loss, theft, misappropriation or unauthorised use of your Passcode, Password, User ID, Username, Digipass® and/or OTP, or Online Banking, as applicable, unless we did not provide you with the means of notifying us;
- take all reasonable steps to keep your Passcode, Password, User ID, Username, Digipass® and/or OTP safe.

If you have not acted fraudulently, nor intentionally or with a very significant degree of carelessness (gross negligence) and met your obligations in accordance with these Conditions, your liability in the case of an unauthorised payment transaction before you tell us about a possible breach of security is £35, or any lower amount required by Law, but you will not be liable for any unauthorised payment:

- where your Passcode, Password, User ID, Username, Digipass® and/or OTP are used to make a purchase of goods or services online, by mail order or by telephone without your permission;
- caused by any act or omission by us or our agents (for example if we did not apply procedures that we are legally required to use to check a payment has been authorised by you); or
- caused by the loss, theft, misappropriation of your Passcode, Password, User ID, Username, Digipass® and/or OTP, which you were unaware of prior to the payment.

Provided you contact us within 18 months of the notification made under these Conditions, we will provide you with confirmation of the date we received your report of the lost, stolen or misused (as applicable) Passcode, Password, User ID, Username, OTP, Digipass® or Online Banking, as applicable.

In the event of suspected or actual fraud or security threats to your Account (including Online Banking), we will use text messages, telephone, post, email, Secure Message or another secure method to contact you. You will also be asked to verify your identity for security purposes.

If we have received instructions relating to your Account which were not given, or which we suspect were not given, by you, you must cooperate with us when we try to establish the authenticity of those instructions and in our efforts to recover any funds for you in accordance with these Conditions.

### **Your Information and Data Protection**

Before we collect or use your information you will be provided with our Privacy Policy. We will provide certain information to others if we:

- are required to do so by Law;
- have a public duty to disclose it and we need to disclose the information to protect our own interests (for example, in any legal proceedings). For example, if we believe you may have tax obligations in other countries; we may have to disclose information about you directly to HM Revenue & Customs (HMRC) or other local tax authorities;
- as otherwise set out in our Privacy Policy; or
- if we have your specific agreement.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

If you would like to receive details of the relevant fraud prevention agencies that we use or any other information regarding your Personal Data, contact us at Cynergy Bank, PO Box 80030, London EC4P 4NG. Alternatively, you can access this information on our Website.

If you feel that we hold inaccurate information on you please notify us immediately.

After your Account is closed we will keep your data in accordance with our Data Retention Policy.

### **Variation**

We may change these Conditions for the following reasons:

- to meet legal, financial or regulatory requirements. This includes changes to any codes of practice that we subscribe to, or to reflect relevant court or Financial Ombudsman Service decisions or any guidelines given by relevant regulatory, trade or professional bodies;
- to reflect changes required as a result of the introduction of new or improved systems, methods of operation, services or facilities;
- to make them clearer or more favourable to you; or
- to ensure that our business is run prudently and reflects general banking practice.

We reserve the right to change these Conditions for any reason not mentioned above provided that such change is reasonable and proportionate.

If we change these Conditions we will (unless we are prevented from doing so for legal or regulatory reasons) give you at least 60 days' notice before the change takes effect and if you are not happy with the change you can close your Account without charge at any time before the change comes into effect and we will return your full balance plus any accrued interest. If you do not contact us to tell us that you do not accept these changes before their proposed date of entry into force, we will assume that you have accepted the changes.

You agree that we can notify you of any changes to these Conditions or our Fee Information Document by email, post, Secure Message or text message, giving you a summary of those changes and informing you that the amended Conditions and/or Fee Information Document can be found on our Website and/or Online Banking.

## Assignment

We may assign our rights and benefits under our agreement with you, without your prior consent.

These Conditions are personal to you and you cannot transfer any or all of your rights or obligations.

## Set-off

With the exception of funds held in our Cash ISA, we can treat any deposits or other sums owed by us to you (in any currency) as collateral for any liabilities you may owe to us, either now or in the future. This may include general or special, contingent or un-matured liabilities.

Upon providing you with reasonable notice, we can at any time apply or set off such deposits or other sums against such liabilities by providing a reasonable notice. We can do this where you have Accounts in your sole name as well as joint Accounts you hold with another person.

With the exception of funds held in our Cash ISA, we may use credit balances on any account you have with us to reduce or repay any overdrawn balances or other sums you owe us and will tell you when we do so.

## Your responsibilities

You must inform us in writing about any changes to Customer Information provided to us, as soon as reasonably practicable after the change and in any event within 30 days.

You must ensure that your address, mobile telephone number and email address registered with us are up to date and that the arrangements for receiving mail at your address and email address are secure.

## Marketing

We will only use your data to select and tell you about other products and services (including those supplied by third parties) which we think you may be interested in, where you have permitted us to do so. If you want us to stop sending you details of products and services (other than details included with your statement or material we may have been asked by our regulator to send you or which we are obliged by Law to send you) please write, phone or email us (please see 'How to contact us' for details).

## Complaints

Cynergy Bank takes pride in offering a high standard of customer service, and takes all Customer complaints seriously.

If you have a complaint about any of our services, please contact our Complaint Resolution Team. You can contact them in the following ways:

<b>Online</b>	Through our Feedback and Complaints Section of our Website.
<b>Telephone</b>	0345 850 5555 (or +44 (0)20 3375 6422 if calling from outside the
<b>UK) Write</b>	Complaint Resolution Team Cynergy Bank PO Box 80030 London EC4P 4NG

If we are unable to resolve your complaint to your satisfaction, you may take your complaint to the Financial Ombudsman Service, provided your complaint falls within the Ombudsman's terms of reference. You can contact the Financial Ombudsman Service in the following ways:

<b>Telephone</b>	0800 023 4 567 (free for people ringing from a fixed line phone) 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
<b>Online</b>	Standard template forms are available at <a href="https://help.financial-ombudsman.org.uk/help">https://help.financial-ombudsman.org.uk/help</a>
<b>Write</b>	The Financial Ombudsman Service Exchange Tower E14 9SR

Further details about the Financial Ombudsman Service will be provided with our final decision letter. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you opened your Account online, then instead of contacting FOS directly, you can submit your complaint on the Online Dispute Resolution (ODR) Platform set up by the European Commission to make it more convenient to bring complaints. The website address for the ODR platform is <http://ec.europa.eu/odr>. You will need to include our address, website and email address.



**How to contact us**

If you have any questions about these Conditions or any of our products or services, please contact us by either writing, emailing or calling:

**Write**                    Customer Services  
                                 Cynergy Bank  
                                 PO Box 80030  
                                 London EC4P 4NG

**Email**                    customerservice@cynergybank.co.uk

**Telephone**            0345 850 5555 (+44 (0)20 3375 6422 if calling from outside the UK).

Please note that telephone calls may be recorded for training and/or monitoring purposes.

**Language and governing law**

These Conditions will be governed by the laws of England and Wales.

You and we agree to submit to the non-exclusive jurisdiction of the English courts.

All communications which include information about the FlexiBond will be in English as will all terms and conditions.

Digipass® is a registered trademark of OneSpan Solutions Limited, who retain ownership of the mark and reserve all their intellectual property rights.

Rates effective after 4pm on 30th June 2020 (for renewing personal customers only)

<b>Summary Box – Important Product Information for our FlexiBonds</b>							
<b>Account name</b>	<b>Cynergy Bank FlexiBond</b>						
	UK personal customers						
	Loyalty Rate AER/Gross						
<b>What is the interest rate?</b>	<table border="1"> <tr> <td>FlexiBond</td> <td><b>0.20%</b></td> </tr> </table> <p>If you have been a customer for six months or more, you automatically receive our loyalty rate when you deposit or reinvest in an eligible product.</p> <ul style="list-style-type: none"> <li>Interest is calculated daily on the cleared balance in your account.</li> <li>Interest is paid at the end of the term.</li> </ul>	FlexiBond	<b>0.20%</b>				
FlexiBond	<b>0.20%</b>						
<b>Can Cynergy Bank change the interest rate?</b>	No. The interest rate is fixed for the term of the FlexiBond.						
<b>What would the estimated balance be on maturity, based on a £10,000 deposit?</b>	<table border="1"> <tr> <td colspan="2">UK personal customers</td> </tr> <tr> <td></td> <td>Loyalty Rate Gross</td> </tr> <tr> <td>FlexiBond</td> <td>£10,020.00</td> </tr> </table> <p><b>The estimated balances are on the basis that there are no withdrawals during the term. The estimated balances are provided for illustrative purposes only and do not take into account a customer's individual circumstances.</b></p>	UK personal customers			Loyalty Rate Gross	FlexiBond	£10,020.00
UK personal customers							
	Loyalty Rate Gross						
FlexiBond	£10,020.00						
<b>How do I open and manage my account?</b>	<ul style="list-style-type: none"> <li>Existing customers with these products can re-invest at maturity.</li> <li>The minimum initial deposit is £10,000.</li> <li>The maximum deposit is £1 million (or higher at our discretion, please contact us).</li> <li>You can use the following channels to manage your account: online and post (as well as phone for personal customers).</li> </ul>						
<b>Can I withdraw money?</b>	<p>Yes. Withdrawals are permitted before the end of the term subject to 35 days' notice and limited to two withdrawals up to a total of 30% of the original deposit.</p> <p>FlexiBonds are automatically renewed at the end of the fixed term for a further fixed term. We will write to you around two weeks before your renewal date to remind you of your options.</p>						
<b>Additional Information</b>	<ul style="list-style-type: none"> <li>You cannot transfer or assign the FlexiBond to anyone else.</li> <li>Interest will be paid without the deduction of tax. Individuals may have tax to pay on any interest received that exceeds their Personal Savings Allowance. Further information on the Personal Savings Allowance can be found at <a href="http://www.gov.uk">www.gov.uk</a>.</li> <li>The tax treatment and the rate of interest payable depend on individual circumstances and may be subject to change in the future.</li> <li>AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. Gross interest is the contractual rate of interest.</li> </ul>						

The contents of this Summary Box are intended as a summary of the main features only and should be read alongside the relevant conditions.