



PERSONAL SAVINGS ACCOUNT TERMS & CONDITIONS

April 2024

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ABOUT THIS AGREEMENT

This agreement sets out the terms and conditions that apply to your Personal Savings Account. We'll also give you Product Terms and Conditions and a Fee Information Document which sets out any charges that apply.

When we talk about the 'agreement' or the 'terms and conditions' we mean all of these documents. Our right to change the terms and conditions (see section "[Changes to this agreement, interest rates and charges](#)") applies to any of this information.

The Product Terms and Conditions are specific to your savings product. They have priority over anything that's said differently in another part of the agreement.

This agreement is also available in other formats, including a large print format and a braille format. Please get in touch with us if you need this agreement in another format.

You can ask us for a copy of this agreement at any time.

What your savings account is for

Your savings account is to help you save money for when you need it. It's not intended to be used like a current account for managing your day-to-day finances. If you're looking for an account for these things, just let us know and we'll try to help you find something that suits you better.

To open a savings account with us you must be 18 or over. You must also be a UK resident.

Key terms you need to know	
	When we say 'Cynergy Bank', 'we', 'us' or 'our' in this agreement, we mean Cynergy Bank plc. Our head office is: 4th Floor, One New Change, London EC4M 9AF. We're registered in England and Wales with company number 04728421. If we've transferred any of our rights under the agreement to someone else, 'Cynergy Bank', 'we', 'us' or 'our' also means the person we have transferred them to.
	When we say 'You', 'your' or 'account holder' in this agreement, we mean the person(s) named as the account holder(s). If there's more than one of you, 'you' or 'your' means any or all of you.

Using your account

Our Personal Savings Accounts aren't suitable for everyone. For example, you can't have a Personal Savings Account with us if you live abroad, or if you need your account for your business.

If you move abroad or if you need to use your account for business reasons, you must let us know.

Our fees and charges

There are some services we may charge you for. All of our fees and charges are set out in our Fee Information Document.

Part B of this agreement tells you when we can make changes to the fees and charges that apply to your account.

You can find your most recent Fee Information Document in the "Personal Documents" section of our Document Library. This is on our website at www.cynergybank.co.uk or on your Online Banking portal.

When we take our fees and charges

If you owe us any fees or charges, these will usually be taken from your account straightaway. We'll always tell you about these charges before the service is provided.

Getting in touch with us

Lost or stolen security information

If you think the information or devices you use to access your account have been lost or stolen, you must tell us **straightaway**.

Here is a list of the things you need to tell us about if they are lost or stolen:

- your Online Banking authentication code
- your PINs
- your Digipass® (if you have one)
- your mobile phone device which has the Cynergy Bank Authenticator installed on it, and / or
- any other security information or documents we give you, which you use to access your account.

You can contact us on:

Telephone

- 0345 850 5555 (if you're in the UK)
- +44 (0)20 3375 6422 (if you're outside the UK)

Our phone lines are open 24 hours a day, 7 days a week, 365 days a year.

We may record calls for monitoring and training purposes.

Text

Text "FRAUD" and your user ID (e.g. FRAUD 12345678) to +44 7588 715716 from the mobile phone number registered to your account. We'll suspend your user ID straight away.

Contacting us for any other reason

If you need to contact us for any other reason, please get in touch using the details found below on this page.

You can contact us on:



Secure message

If you've registered for Online Banking, you can get in touch with us by sending a secure message through your Online Banking.

If you get in touch with us this way, we'll usually get back to you within 2 working days.

You can contact us on:

Telephone

If you'd like to speak to one of our customer advisers, you can contact us by telephone.

Our customer service lines are open from:

- Weekdays - 8.00am to 7.00pm (UK time)
- Weekends and bank holidays - 9.00am to 5.00pm (UK time)

You can contact us on:

- 0345 850 5555 (if you're in the UK)
- +44 (0)20 3375 6422 (if you're outside the UK)

We may record calls for monitoring and training purposes.

Post

You can write to us at our address:

4th Floor
One New Change
London
EC4M 9AF

Online

You can contact us by filling in our Contact Us form online at <https://cynergybank.secure.force.com/ContactUs> and a member of our Customer Services team will be in touch.

PART A – USING YOUR ACCOUNT

What to expect when you open an account

We'll ask you to download our Cynergy Bank Authenticator when you open your account.



The Cynergy Bank Authenticator is an application which you download onto your mobile phone. It helps us to check who you are when you carry out some activities online, such as making a payment.

If you can't download the Cynergy Bank Authenticator, we can give you a Digipass[®] instead. A Digipass[®] is a physical device that helps to keep your account secure.

Please get in touch with us if you would like to receive a Digipass[®]

Online Banking customers

If you've registered for Online Banking, we'll give you a user ID and authentication code. This information is personal to you and you must not share it with anyone else. You'll need this information and your Cynergy Bank Authenticator or Digipass[®] to login to your Online Banking.

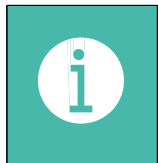
Joint account customers

If you have a joint account, we'll give all of the account holders their own security information and, if needed, a Digipass[®].

More information about joint accounts is explained in the "Joint accounts" section below.

Who can use your account

Joint accounts



You have a joint account if you opened your account with another person. Every other person who is named on the account with you is called an 'account holder'.

Who can give us instructions?

If you have a joint account, we can act on instructions given by any of you.

This means that if one of you tells us to do something, such as close the account or withdraw the whole balance, we won't ask for the other account holders' permission before we do this.

There are some exceptions to this:

- If we learn there is a disagreement between you and another account holder, we can freeze your account. This means we can stop it from being used. We'll unfreeze your account once the disagreement is resolved, or when we receive signed instructions in writing from all account holders.
- If we don't think your actions are in the interests of the other account holder, we can refuse to accept your instructions. We'll only do this if we're acting reasonably.

Who is responsible for joint accounts?

When you have a joint account, the agreement applies to:

- all of you together, and
- each of you separately.

This means that all account holders are responsible individually and together.

Removing someone from the account

If you or one of the account holders wants to be removed from the account, you should get in touch with us. You can ask to be removed as an account holder at any time. We'll need written confirmation from all account holders to do this.

What if someone unfortunately passes away?

If one of the account holders dies, you should let us know as soon as possible. We'll keep the joint account open in the names of the other account holders.

Who will we communicate with?

If you have a joint account, we'll send any written communications (by email or post) to the first account holder who is named on the account application form, unless you tell us otherwise. You should think carefully about this when you submit the application.

The account holder we contact is responsible for sharing the information we send with the other account holders.

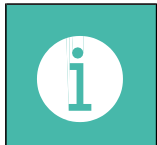
Who can we share information with?

By opening a joint account, you agree that we can share information about the account (such as your transaction history) with the other account holders, even if that information relates to a time when the account holders were different.

Third parties

We may let a third party open and operate your account. This can be when:

- you have authorised a third party to act on your behalf,
- we are required to by law, or
- you access your account using an authorised third party provider (a TPP).



A third party provider (or TPP) is a company that is authorised by law to access your account, as long as they have your permission.

The information below explains the terms and conditions that apply when a third party uses your account.

Authorising a third party to use your account

If you want to give someone else permission to open or operate your account, you may need to:

- sign a form that we give you, and
- provide us with a duly executed power of attorney.

We'll request ID documents for the third party. These allow us to confirm their identity.

If you ask us to let a third party use your account, there may be some services which we can't let them use for security reasons. If that's the case, we'll let you know at the time.

If we are required to by law

We may need to let a third party use your account for legal reasons, for example if you are no longer able to manage your account or you're bankrupt. If so, we may not be able to ask your permission before letting that third party use your account. We'll always ensure we've received valid documents. These will need to confirm the third party is legally authorised to use your account.

Responsibility when a third party uses your account?

We won't be responsible for anything a third party does or doesn't do on your account unless you've told us to stop that person from using your account, or if we knew or suspected they were acting dishonestly towards you.

Different rules might apply if you're using a TPP. You can find the terms and conditions relating to TPPs in the section below.

Third Party Providers (TPPs)

Depending on which account you have, you might be able to let a TPP access your account for the following reasons:

- to share your account information (such as your account balance or payment history), or
- to ask us to make a payment from your account.

Your agreement with the TPP will explain how their services work in more detail.

When can a TPP access your account?

We won't let a TPP access your account without your permission. If we think a TPP is trying to access your account without permission, we'll do what we can to stop them from doing this.

Otherwise, we'll treat any instructions from a TPP as if they were made by you.

Stopping a TPP accessing your account

Before you let a TPP access your account, we always recommend that you check:

- you know why the TPP is accessing your account,
- you know who they are, and
- you have looked at their privacy policy and understand how they will use your data.

If we stop a TPP from accessing your account, we'll let you know unless there are legal or security reasons why we can't.

Usually we'll let you know before we stop the TPP from accessing your account, but if not, we'll let you know immediately afterwards.

How can you stop a TPP accessing your account?

You may want to stop a TPP from accessing your account because you no longer want to use their services. If so, you should get in contact with them. You may also stop a TPP from accessing your account via your online banking.

Making and receiving payments



In this section, we refer to 'working days'. Working days are Monday to Friday. Non-working days are Saturdays, Sundays and bank holidays in England.

This section explains how you can make and receive payments using your account. It tells you:

- the types of payments you can make and receive,
- the timing of your payments and any payment limits, and
- any deadlines for making and receiving payments. These are called 'cut off times'.

Receiving payments

What types of payments can you receive?

Electronic payments




An electronic payment is one which is made electronically into or from your account using the account information (such as account number and sort code, or IBAN)

You can receive electronic payments into your account, such as Faster Payments and CHAPS. To receive an electronic payment, the person making the payment will need your account number and sort code. If they're making a payment from abroad, they'll need your IBAN.

Internal transfers

You can receive internal transfers into your account. An internal transfer is a payment you receive from another Cynergy Bank account. This could be a bank account you have, or someone else has, with us.

Timing of your payments

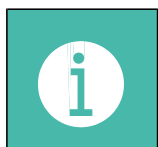
	<p>If we've told you that your account pays interest, you'll start to earn interest when we pay the money into your account. We may apply limits to the amount you can pay in.</p>
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	Ways of receiving payments	When will we pay the money into your account?
Electronic Payments	<p>Electronic payments received in:</p> <ul style="list-style-type: none"> • pounds (£), or • euro (€), or • any other European currency. 	As soon as we receive it
	<p>Electronic payments received in a foreign currency</p>	<p>Please get in touch with us to find out how long it'll take to receive your payment.</p> <p>This might take a little longer as we'll need to convert your payment into your account currency first.</p>
Internal Transfers	<p>Receiving an internal transfer in pounds (£) or euro (€)</p>	As soon as we receive it

Receiving foreign currency payments

Exchange rates

If you receive money into your account in a foreign currency, we'll need to convert it into your account currency. We'll do this using our exchange rate on the day we receive the payment.



A foreign currency is one which is different to your account currency. Your account currency is either pounds (£) or euro (€).

You can ask us what our exchange rate is at any time, but we may not be able to tell you the actual exchange rate until we receive your payment. This is because exchange rates change to reflect currency market movements.

You can find our current exchange rates under the Foreign Exchange tab on our website at <https://www.cynergybank.co.uk/rates/>.

Or, you can contact us by telephone to find out our current exchange rates, using the contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement.

Making payments

Electronic payments

The way you can make electronic payments depends on where you're sending the payment (to the UK or somewhere else) and what currency you're using.

Payments to the UK in pounds (£)

Faster Payments

When you ask us to send money in pounds (£) to another account in the UK, we'll usually send your payment using Faster Payments. Faster Payments can be made using Online Banking 24 hours a day, seven days a week, 365 days a year.

There are some exceptions. For example, we won't use Faster Payments if:

- you're making an internal transfer, or
- your payment is over the Faster [Payments limit](#).

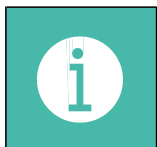
CHAPS payments

CHAPS payments are usually used for large payments in pounds (£) in the UK. You can ask us to make a CHAPS payment either via your Online Banking or in writing.

We make all payments over £50,000 using CHAPS. Even if your payment is under £50,000, you can still ask us to make your payment using CHAPS if you want to.

You'll have to pay us a fee for making a CHAPS payment. All of our fees and charges are set out in our Fee Information Document. Please see the "[Our fees and charges](#)" section for details of how to find this.

Payments to the UK or EU in euro (€)



When we talk about Europe, we mean any EU member state, plus Switzerland, Norway, Iceland, Monaco and Liechtenstein.

Single European Payment Area (SEPA) credit transfer

SEPA credit transfers are for payments in euro (€).

You can send SEPA credit transfers to an account in the UK or the EU which participates in the SEPA credit transfer scheme. SEPA credit transfers can only be made using your Online Banking.

You'll have to pay us a fee for making a SEPA credit transfer. All of our fees and charges are set out in our Fee Information Document. Please see the "[Our fees and charges](#)" section for details of how to find this.

Payments to somewhere else in the world, or in a different currency

If you want to send a payment to somewhere outside the UK and the EU, we'll send your payment using SWIFT. We'll also send your payment by SWIFT if you want to make a payment in a different currency that we've not mentioned above.

SWIFT is the global way of making international payments.

You can also send other payments by SWIFT if you want to. All SWIFT payments should be made via your Online Banking or by sending us your instructions in writing.

You'll have to pay us a fee for making a SWIFT payment. All of our fees and charges are set out in our Fee Information Document. Please see the "[Our fees and charges](#)" section for details of how to find this.

Internal transfers

You can make internal transfers to other accounts you have with us, or to other Cynergy Bank customers. You can make internal transfers in in pounds (£) or euro (€) using your Online Banking.

Timing of your payments

	Ways of receiving payments	When will your payment be received?
Sending electronic payments in the UK in pounds (£)	Faster Payments	Your payment will usually arrive with the other person's account provider (such as their bank) within 2 hours. The latest your payment will arrive is by the end of the next working day.
	CHAPS payments by 3.30pm on a working day	Your payment will arrive with the other person's account provider by the end of the next working day.
	CHAPS payments after 3.30pm, or on a non-working day	Your payment will arrive with the other person's account provider by the end of the 2nd working day.
Sending electronic payments in the UK or Europe in euro (€)	SEPA Credit Transfers by 2.30pm on a working day	Your payment will arrive by the end of the next working day.
	SEPA Credit Transfers after 2.30pm, or on a non-working day	Your payment will arrive by the end of the 2nd working day after you instruct us to make the payment
	SWIFT payments by 2.30pm on a working day	Please get in touch with us to find out how long your payment will take.
	SWIFT payments after 2.30pm, or on a non-working day	Please get in touch with us to find out how long your payment will take.
Internal transfers	Internal transfers to another Cynergy Bank account	Your money will arrive immediately.

Payment limits

We can apply limits to the payments you can make from time to time.

We will let you know what payment limits apply to your account from time to time.

We might also impose payment limits for security reasons if we think they are reasonably necessary to protect you and us.

Other types of payments

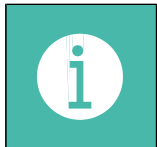
Future payments

A future payment is one you ask us to make at a future point in time. When you ask us to make a future payment, we treat it as if you asked us to make the payment on that future date. We'll make a future payment on the day you ask us to, as long as it's a working day. If it's not a working day, we'll make your payment on the next working day.

How to ask us to make a payment

When you want to make a payment from your account, you need to give us your instructions.

We explain the different ways you can give us your instructions and permission to make a payment below.



You won't be able to ask us to make a payment from your account by telephone or by secure message.

Ways of giving us your instructions	How to give your permission
<p>Via your Online Banking</p>	<p>You can give your permission to a payment by giving us the security information we ask for.</p> <p>Your security information includes:</p> <ul style="list-style-type: none"> • your user ID, • your authentication code, and • your authentication code generated by your Digipass® or Cynergy Bank Authenticator <p>You can also give us permission to make a payment online through a third party provider (TPP), who you've given permission to act on your behalf.</p> <p>We'll only take instructions from TPPs on your behalf who are authorised by law to do this.</p>
<p>Internal transfers</p>	<p>Using your Online Banking, you can ask us to make an internal transfer by giving us the account number and any security information we ask for.</p> <p>Your security information includes:</p> <ul style="list-style-type: none"> • your user ID, • your authentication code, and • your authentication code or one-time password generated by your Digipass® or Cynergy Bank Authenticator.

Ways of giving us your instructions	How to give your permission
<p>In writing</p>	<p>You can give us instructions by sending us a letter:</p> <ul style="list-style-type: none"> • signed by you in writing; or • by a third party who can act on your behalf. <p>You'll need to send your instructions to the following address:</p> <p>Customer Service, Cynergy Bank plc, 4th Floor, One New Change, London EC4M 9AF</p>

We keep a record of the payments you ask us to make. Any payments you ask us to make using your Online Banking will be treated by us as evidence of your instructions, and the time when you gave them, unless there is an obvious mistake in our records.

How to cancel a payment

We can only cancel some types of payment. If you want to cancel a payment, you'll need to get in touch with us during our opening hours. You can find our contact information and opening hours in the "[Getting in touch with us](#)" section at the beginning of this agreement.

Types of payments we **can't** cancel

We can't cancel payments that you've asked us to make straightaway. This includes any money you ask us to send straightaway online, such as a Faster Payment.

Types of payments we **can** cancel

Future payments

If you ask us to make a payment in the future, we can cancel the payment as long as you ask us to at least 1 working day before.

Cheques

Receiving cheques

If you have an account in pounds (£)

If you have an account in pounds (£), you can pay your cheques in by post, or at one of HSBC's UK branches. You'll need to complete a paying-in slip before giving us your cheque.

We only accept cheques in pounds (£) which have been issued by a UK bank or building society.

If you send your cheque by post, please send your cheque and paying-in slip to:
Customer Service, Cynergy Bank plc, 4th Floor, One New Change, London EC4M 9AF.

If you have an account in euro (€)

If you have an account in euro (€) you can pay your cheques in at one of HSBC's UK branches. You'll need to complete a paying-in slip before giving us your cheque.

We only accept cheques in euro (€) which have been issued by a UK bank or building society.

When we'll pay the money into your account and start paying interest (if your account pays interest)

Type of Cheque	When you'll start earning interest	When you'll receive the money
Cheques (accounts in pounds (£))		
Cheques received by 3.30pm on a working day	By the end of the 2nd working day after we receive the cheque	By the end of the 2nd working day after we receive the cheque
Cheques received after 3.30pm, or on a non-working day	By the end of the 3rd working day after we receive the cheque	By the end of the 3rd working day after we receive the cheque
Cheques (account in euro (€))		
Cheques received by 3.30pm on a working day	By the end of the 4th working day after we receive the cheque	By the end of the 4th working day after we receive the cheque
Cheques received after 3.30pm, or on a non-working day	By the end of the 4th working day after we receive the cheque	By the end of the 4th working day after we receive the cheque

Foreign cheques

We can refuse cheques that are made out in a currency that is different to your account currency, or which were issued by an overseas bank or building society. We call these "foreign cheques".

If we do accept your cheque, we'll only pay the money into your account once we've received the money from the paying bank, and the time it takes for you to see the money in your account might take a little bit longer.

Problems with your cheques

We don't receive your cheque, or we can't read it properly

If we don't receive your cheque at all (for example if there's a problem with the post) or we can't read the writing on the cheque, we won't be able to process it and you won't receive the money into your account.

If this happens, we're not responsible. You'll need to contact the person who gave you the cheque and ask them to re-issue it.

Your cheque is refused

Sometimes, we'll pay a cheque into your account before we've received the money from the paying bank. We might then find out that the cheque has been returned to us unpaid, for example if the person paying you doesn't have enough money in their account. If this happens, your cheque will be refused.

If we've already paid the money into your account, we'll need to take it back.

If your cheque is refused, please be aware that we can't return the original cheque to you, but you'll be able to ask us for an image of it instead.

Other reasons we might not pay in your cheque

Sometimes there are legal reasons or things beyond our control which stop us from receiving the cheque, or which cause delays to the time it takes us to pay them into your account. We aren't responsible to you if this is the case.

Our liability for foreign cheques

We aren't responsible for any loss, damage, exchange rate fluctuations or delay, however caused, in connection with the negotiation and collection of cheques not drawn on a bank in the UK, which isn't directly caused by our negligence or wilful default.

Where we are liable because of our negligence or default, we are only liable for any losses that arise directly because of something we have done or should have done. We are not liable for losses which follow indirectly as a result of what we have done or not done, such as loss of opportunity or loss of business or profit.

When we can refuse a payment

We'll always try our best to make a payment when you ask us to, but sometimes we might not be able to.

As long as we're acting reasonably, we can refuse to make a payment for any of the following reasons:

- we don't believe the instruction comes from you or from a third party with permission to act on your behalf,
- you haven't met the conditions for making a payment in these terms and conditions,
- you haven't given us any extra identity information required or information on the payment we have asked you for,
- your instructions are unclear or they appear to be wrong,
- you don't have enough money in your account to make the payment,

- you've asked us to make a type of payment that the other person's account provider doesn't accept,
- the payment would take you over any maximum payment limits, or any limits we set to protect you and us against fraud or manage our risk,
- we reasonably believe the payment you want us to make is a duplicate payment,
- we believe your account is being misused,
- we believe your account is being used for illegal, unlawful or fraudulent purposes,
- making your payment would mean we could break a law, regulation, code, court order or contract that we need to comply with,
- we are ordered to do so by a court,
- making your payment might expose us to legal action or censure by any government, regulator or law enforcement agency, or
- you've broken this agreement in a serious way.

We won't be responsible for any losses you suffer if we've acted reasonably and there are delays or we have refused your payment, for any of the reasons above.

What happens when we refuse a payment?

Unless there are legal reasons why we can't, if we refuse your payment, we'll tell you:

- as quickly as we can,
- what has gone wrong, and
- why we refused to make the payment.

If we can't make the payment because there is an error with your instructions or we are missing information, we'll tell you what you can do to put things right.

Keeping you informed about your account

We'll send you statements telling you what payments have come in and out of your account. You can request a statement at any time. There may be a reasonable charge for providing you with additional statements. This charge is set out in the Fee Information Document for Savings Accounts.



Please check your statements carefully when you receive them. If there are any payments you don't recognise or you think are wrong, you should get in touch with us straightaway. You can find more information on this in the section "[What to do if something goes wrong](#)".

How we'll send your statements

If you have registered for Online Banking

We'll send your statement via your Online Banking. When your statement is ready, we'll send you an email or a text to let you know.

You'll then be able to view, download and print your statements for up to 3 years.

If you have a joint account, we'll send a text alert to a maximum of 3 account holders, telling them that their statement is ready. You can choose who receives the text alerts through your Online banking.

If you don't have Online Banking or don't want to receive your statements via Online Banking, we'll send your statement to you by post.

If you have a joint account and you don't all live at the same address, you can ask us to send a paper statement to any of the addresses registered to your account.

How to ask us for a different statement

You can get in touch with us if you want us to send you a statement covering a different time period, or if you need a replacement.

You can also ask us for a paper copy if you usually only receive one via your Online Banking.

If you ask us for a different statement or a replacement statement, we may need to charge you a fee. All of our fees and charges are set out in our Fee Information Document for savings account. Please see the "[Our fees and charges](#)" section for details of how to find this.

Please get in touch with us during our opening hours if you want to ask us for a different statement.

Keeping your account safe



If you think the information or devices you use to access your account have been lost or stolen, you must tell us **straightaway**.

Here is a list of the things you need to tell us about if they are [lost or stolen](#):

- your Online Banking authentication code
- your PINs
- your Digipass® (if you have one)
- your mobile phone device which has the Cynergy Bank Authenticator installed on it
- your chequebook (if we give you one), and / or
- any other security information or documents we give you, which you use to access your account.

How to keep your account safe

We work hard to make sure that your account and money are kept safe. But to do this, we need your help. Keeping your account and money safe is your responsibility too. If you don't keep your account safe in the way we ask you to, you could lose your money.

The information below tells you what you need to do to keep your account safe.

Your security information

Your security information is the information we ask you to give us before we let you use your account. It includes your username for Online Banking and your online passwords.

You need to keep your security information private.

Here are some other things we ask you to do to keep your security information safe:

- You should avoid using a PIN or password that is easy to guess, such as your date of birth.
- Never write down your security information or share it with anyone else, including us.

Don't use the same PIN or password for different accounts or cards you have.

<p>Any technology you use to access your account</p>	<p>Technology you use to access your account includes things like your mobile phone or computer, which you use for your Online Banking.</p> <p>Here are some of the things we ask you to do to keep your technology safe:</p> <ul style="list-style-type: none"> • You should only use devices that you trust. This means making sure that your devices have regular checks for viruses. • Don't leave your device while you are still logged into your Online Banking. Someone else might be able to use your account while you are still logged in. If you need to leave your device, make sure you logout first.
<p>Cynergy Bank Authenticator</p>	<p>If you use our Cynergy Bank Authenticator, you need to keep any authentication codes we send you private.</p> <p>You must never share these with anyone else, including us.</p>
<p>Digipass®</p>	<p>You should never give your Digipass® or one-time passwords to someone else, including us.</p> <p>We also highly recommend you never keep your Digipass® in the same place as your computer or mobile phone.</p> <p>Your Digipass® remains our property at all times. You must return it to us if asked to.</p>
<p>Online banking</p>	<p>You shouldn't login to your Online Banking using a public Wi-Fi network. A public Wi-Fi network is one which doesn't need a password</p>
<p>Chequebook</p>	<p>Take all reasonable steps to keep your chequebook safe (if you have one).</p>

When we can stop you using your security information

Sometimes, we might need to block your security information being used to access to Online Banking. This will stop you from accessing your account.

We'll only do this if we're acting reasonably, and:

- we think the security of your security information or other security devices are being used by someone else without permission (for example, if there's unusual activity on your account), or
- there are other legal or security reasons why we need to do so.

If we stop you from accessing your account, we'll get in touch with you before we do, or at the latest straight after. We'll also tell you why we stopped you from accessing your account unless there are legal reasons why we can't.

As soon as the reasons for stopping you from accessing your account have ended, we'll unblock your security information or other security devices. If we need to, we'll replace them if you can no longer use them.

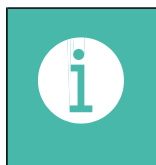
How we'll get in touch with you

If we think that your account is being used without your permission or there is a security threat, we may get in touch with you to let you know.

We can contact you by text message, telephone, post, email, secure message via your Online Banking or any other secure method.

When we get in touch, we'll **never** ask you to give us access to your Online Banking, ask for your security details (such as your PIN or authentication code) or ask you to move money to a "safe account" to help protect your account.

Please treat all calls, texts and emails claiming to be from us with caution.



If you're unsure whether it is really us who is contacting you, please get in touch with us directly using the "[Getting in touch with us](#)" section at the beginning of this agreement.

What to do if something goes wrong

You should check your statements and payment history regularly to make sure you recognise all of the activity on your account.

If you don't recognise a payment or you think it is wrong, you need to [get in touch](#) with us straightaway. We'll look into this for you.

In the table below are some examples of things that could go wrong with your payments.

What has gone wrong	Why this might have happened	What happens next
A payment was taken without your permission	<p>This could be for a number of reasons. For example:</p> <ul style="list-style-type: none"> • someone has taken money from your account without your permission, • we took a payment in error, or • we didn't stop a payment you had already cancelled. 	Go to the section called " A payment was taken without your permission "
The payment is incorrect	<p>This is where a payment you've made or received isn't right. For example, if:</p> <ul style="list-style-type: none"> • the amount of the payment is higher or lower than it should be, • your payment is late or isn't received at all, or • you gave us the wrong account information. 	Go to the section called " A payment is incorrect "
You receive a payment by mistake	This is where you've received money which wasn't meant for you.	Go to the section called " Payments received by mistake "

A payment was taken without your permission

If you think a payment has been taken without your permission, you need to tell us as soon as possible.

If you don't let us know in time, you might not get your money back.

You can find our contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement.

What happens next

If money has been taken from your account and we think you're the victim of crime, we may report this to the police or to Action Fraud. We'll give them and any other law enforcement agency any information we think is relevant to the crime.

We might also ask you to give us information you have about the crime to help us to get back any money that has been taken. You agree to report the crime to the police and help us and them as far as possible with their enquiries, if we ask you to.

How to get a refund

If someone has taken money from your account without your permission, you can ask us for a refund.

We'll usually refund the full amount of the payment, plus any charges paid and interest you would've received if the payment hadn't been made. If we give you a refund, you won't have any further claim against us.

There are some exceptions. We explain these in the section below (when you'll get a refund).

When you'll get a refund

As long as you haven't acted fraudulently, you'll always get a full refund if:

- you couldn't have known your security information or devices were lost or stolen,
- it was our fault the payments were taken out of your account,
- we were legally required to ask you for certain security information and we didn't,
- we didn't give you any contact details to get in touch with us, or
- the payment was made to buy something remotely, such as online or over the telephone.



You're acting fraudulently if you haven't told us the truth. For example, if you knew that you agreed to someone else taking money out of your account, but you told us you didn't. We'll tell the police or other law enforcement agency in writing if this is the case.

In all other cases, whether or not you'll receive a refund depends on the circumstances.

- You need to tell us about the payments that were taken from your account within 13 months. If you tell us later than that, we may not refund you.
- If you were very careless with your security information or devices, we might not refund you for any payments that were taken from your account before you got in touch with us.



For example, this could be if you knowingly gave your password and/or authentication code to someone who took the money from your account.

- We might ask you to pay us up to £35 for any payments that were taken out of your account before you told us your security information or devices were lost or stolen.

If we think you aren't owed a refund, we'll tell you why unless there are legal reasons why we can't.

When will you see the refund in your account?

If we owe you a refund, you'll see the money in your account by the end of the next working day after you contacted us.

There might be a delay if the law prevents us from giving you a refund, or if we reasonably think you have acted fraudulently and we have written to the police or other law enforcement agency about this.

Can Cynergy Bank take the refund back?

Sometimes we give you a refund while we're still investigating what went wrong. In those cases, we might need you to give us more information to find out what has happened.

If we find out we gave you a refund and we shouldn't have, we can take it back. We'll tell you if we are going to do this.

A payment is incorrect

If you think one of your payments isn't correct, you should get in touch with us as quickly as possible. If you don't let us know there is a problem within **13 months** of the payment being made, we won't always be able to help you.

You can find our contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement.

What happens next

We'll try to fix things if there is a problem with your payment. What we can do depends on why the mistake was made and who made it.

The information below tells you what your rights are.

If we made a mistake

The payment is for the wrong amount

If we make a payment for the wrong amount, we'll do our best to put things right. This means that:

- if you paid more than you should have, we'll refund you the difference, or
- if we paid too little, we'll refund you the payment in full.

We'll also pay back any interest or charges you've missed out on or shouldn't have paid.

Your payment wasn't received

If your payment wasn't received at all, we'll take steps to try and trace it.

If we made an error (for example, we didn't send the payment when you asked us to, or we sent it to the wrong place), we'll give you a full refund. You'll receive this at the latest by the end of the next working day.

Your refund will be for the full amount of the payment, as well as any interest or charges you've missed out on or shouldn't have paid.

Your payment is late

Your payment is late if it takes longer than the time we say it will take.

You can find more information on how long your payment should take in the section "[Making and receiving payments](#)" above. The time it takes depends on whether you are receiving the payment or receiving the payment.

If a payment you're sending is late arriving and this is our fault, you can ask us to get in touch with the other person's account provider. We can ask their account provider to treat the payment as if it was made on time.

If a payment we've made into your account is late and this is our fault, we'll make sure we pay the right amount into your account. We'll also refund you any interest or charges you have missed out on or shouldn't have paid.

If you made a mistake

Someone charges you more than you expected

If you give us the wrong information when you ask us to make a payment, we aren't responsible but we'll still try to help you get your money back. We may charge you, but we'll always tell you the maximum amount you'll pay first.

If we can't get your money back for any reason, you can write to us to ask for all the information we have on the payment so that you can try to get the money back yourself.



When you tell us to make a payment, we rely on the account information you give to us.

If you're making a payment to another account in the UK, this is the account number and sort code.

If you're making a payment to anywhere else in the world, this is the IBAN.

If you're making a transfer to another Cynergy bank account, all you need is the Cynergy bank account number.

We might ask you for other information, such as the person's full name who you are paying, but we don't rely on this to make your payment.

Payments you receive by mistake

It's possible you might receive money into your account by mistake. If this happens, you should get in touch with us as soon as possible so we can put it right.

If we're told by another account provider that they've paid money into your account by mistake, we're allowed to take the money out of your account. We won't ask for your permission to do this, but we'll let you know if it happens.

If we need to pay back any money you received by mistake, we'll try our best to minimise any trouble this causes you.

In some cases, we might be told that money has been paid into your account by mistake but we won't send the money back. If this happens, we might still be legally required to provide information to the other account provider about you, your account and the payment. This is to help them recover the money that was paid to you by mistake.

When we aren't responsible

We aren't responsible for all payments that go wrong. If there's a problem with your payment for any of the reasons we explain below, we won't be responsible to you.

For example, we won't be responsible for a payment going wrong or any losses you suffer if:

- we can show that the other person's account provider received the right amount and the payment was received on time. If that's the case, it will be the responsibility of the other account provider to fix things,
- we can show that you, or someone with permission to use your account, agreed to the payment and it wasn't affected by a technical error or breakdown which we caused,
- we refused your payment for any of the reasons set out in the "[When we can refuse a payment](#)" section,
- something went wrong because of abnormal and unforeseeable circumstances which were outside our control, and despite our best efforts to avoid it, or
- there's a problem with your payment because we needed to follow any UK laws or regulations.



Examples of things that are outside our control include:

- industrial action,
- electricity or telephone communication outages,
- breakdown of third party computer software or hardware,
- failures or delays in the supply of services to us by a third party, or
- where your mobile phone providers fails to send you an OTP which we have given to you.

PART B – YOUR ACCOUNT

How we will communicate with you

If we need to tell you something, we will write to you by post, email, text message or by posting it within the secure area of your online account.

	Secure Message If you've registered for Online Banking, we can get in touch with you by sending you a secure message through the Online Banking portal.
	Telephone We can call you on your home telephone number or mobile phone number.
	Text Message We can send a text message to your mobile phone.
	Post We can write to you by post at your address.
	Email We can send an email to the email address you've given to us.

We'll always contact you using the most recent contact details we have. These will be the contact details you gave to us when you opened your account, unless you've told us that they have changed since then.

Telling us if your personal information has changed

If any of your contact details, or the information you provided us with when you opened your account change, please tell us as soon as possible.

You can find our contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement.

We aren't responsible to you if you don't let us know you've changed your contact details and we aren't able to get in touch with you.

Changes to this agreement, interest rates and charges

Our agreement with you could last a long time, so we'll need to make changes to it from time to time. For example, we may need to:

- introduce new charges or change existing charges,
- change interest rates we pay you, or
- change the terms of your agreement.

Here are some examples of why we might need to make changes:

Changes in law

Where the law changes or there is a change in a code of practice we comply with. This includes where we respond to decisions of a court or an ombudsman.

Meeting regulatory requirements

This means making sure that our business is run in a way which does what our regulators ask. This might be where there are changes in these requirements or to make sure we continue to meet existing requirements.

Changes in market rates

Where there are changes to relevant market rates. For example, the Bank of England base rate may increase or decrease, which would impact on the interest rates we pay you and you pay us for an overdraft. This could lead to us increasing or decreasing our interest rates.

Changes to our products and services

If we're introducing a new or improved service, or we're withdrawing a service or product we provide to you.

Changes to our processes or technology

If we need to change the way we do things, for example our operating processes, technology or systems, or the way we make payments.

Making sure we run our business efficiently

Where we need to make sure that we run our business efficiently and in line with general banking practice.

Running costs

Where there are changes in our costs, which mean we need to change or bring in new interest rates or charges.

Changes in your favour

To make this agreement clearer or more favourable to you.

We'll only make changes to the terms and conditions and charges if the change is reasonable and proportionate. We can change interest rates for any valid reason.

We'll not change a fixed or bonus rate of interest (if offered) on your account, during the period of time we have agreed to keep it fixed. We can make changes to our exchange rates at any time and don't need to tell you about them in advance.

Telling you about interest rate changes

Increasing the rate

We might not tell you beforehand. However, we'll tell you as soon as possible after we've introduced the change. We don't have to give you personal notice about this. Instead, we can tell you by displaying information on our website. We'll display this information within a reasonable time of the change taking effect.

Reducing the rate where you have £100 or more in your account

We'll tell you personally at least 14 days before we reduce your interest rate. If you don't want to accept the reduced rate, you can close your account. Sometimes, your Product Terms and Conditions say you must pay a charge, lose interest or give notice if you want to close your account or switch to another product. This won't apply for 30 days after the date of the notification.

Reducing the rate where you have less than £100 in your account

You can find out your new rate in online banking.

Telling you about other types of change (not interest rate)

If we make a change that is to your advantage, we may not tell you beforehand. In this situation, we'll tell you within 30 days of the change.

Otherwise, we'll give you at least 30 days' notice before a change takes effect. We'll do this by a message on your statement or a separate communication. If we give you advance notice about a change and you aren't happy, you'll have the option of closing the account. You'll be able to do this without charge or loss of interest at any time during the 60 days from the date of the notification of changes. If you don't tell us that you want to close your account before the deadline we give you, we'll take this to mean that you've agreed to the changes. The changes will apply to you when they come into effect.

If we make a major change or a lot of minor changes in one year, we'll provide you with a copy of the new conditions. Or a summary of the changes.

Closing your account

When we can close your account

In some circumstances, we might have to close your account and end this agreement. We can do this as long as we tell you at least 2 months before. We don't need a reason to do this, but we'll try to explain why.

In some cases, we might need to close your account straightaway. We won't always be able to tell you before we do this.

When we can close your account straightaway

We can only end this agreement and close your account straightaway if we're acting reasonably, and it's for one of the reasons below. This can be if:

- you break this agreement in a serious way,
- you break this agreement several times,
- you give us any false or misleading information,
- you behave in a threatening or abusive way towards our staff,
- you die or become bankrupt or insolvent,
- we think that we would be breaking any rules, laws or court orders we need to comply with by keeping your account open,
- you are using your account for business purposes, or
- you no longer live in the UK.

We can also end this agreement and close your account immediately if we have reason to believe that:

- you have acted dishonestly, for example you have committed fraud,
- you are using your account for reasons that are illegal or for criminal activity, or
- you have let your account be used by someone else for these reasons.

If we need to close your account immediately, we'll try to tell you as soon as possible and give you the reasons why (unless there are legal reasons why we can't).

If we close your account because you're no longer suitable for it (for example, you no longer live in the UK or you need to use your account for business reasons), we'll check to see if we can offer you a different type of account. We may not always be able to do this.

When we can suspend your account

We might suspend your account if you don't use it for a long time (usually 12 months or longer) or if we have reason to suspect financial crime or that we could be in breach of UK laws and regulations.

Unless there are legal reasons why we can't, we'll write to you at least 60 days before we do this. We will tell you what you need to do if you want to stop your account from being suspended.

If you want to use your account after we have suspended it, you'll need to get in touch with us. We may ask you to give us your personal information (such as your ID) again before we will let you use the account or take your money out.

When you can close your account

You normally have 14 days from the date you opened your account to ask us to close it. If you want to close your account, all you need to do is get in touch with us. We'll usually ask you to put your request in writing. You can find our contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement.

Otherwise, you can close your account at any time unless your Product Terms and Conditions say otherwise.

What happens when your account is closed

Once your account has been closed, you'll no longer be able to use it to make payments and the services we provide to you under this agreement will end. The period of time the closed current account remains viewable in Online Banking for is 6 months.

Even though your agreement has ended, there are still some things you need to do. We explain these below.

- You'll need pay us back any money you owe us. This includes any fees and charges you owe us.
- You'll need to destroy your chequebook if you have one.
- You'll need to give back anything that belongs to us, such as your Digipass ®. You should send us these things by post.
- You'll need to tell us where to send any money that is still in your account.

If there's still money in your account, we'll only send this back to another account in your name. Sometimes, we might let you send the money to someone else, but we don't have to let you do this.

Once we know where to send the money to, we'll send the money to you within 2 working days of us closing your account.

When we might need to keep your account open

Sometimes, we need to keep your account open for a little while longer. We'll only do this for the following reasons.

If you still owe us money.

If you owe us money, your account will stay open until you've repaid us in full.

For any payments you have made which haven't come out of your account yet.

If we keep your account open for these reasons, you won't be able to use your account or any benefits during this time.


Making a complaint

We hope that you're happy with our services, but we know that isn't always the case.

If you want to make a complaint, you can let us know by using the contact information below.

	<p>Email</p> <p>You can email us at complaints@cynergybank.co.uk</p>
	<p>Telephone</p> <p>If you'd like to speak to our Customer Care Team, you can contact us by telephone.</p> <p>Our customer service lines are open from:</p> <ul style="list-style-type: none">• Weekdays - 8.00am to 7.00pm (UK time)• Weekends and bank holidays - 9.00am to 5.00pm (UK time) <p>You can contact us on:</p> <ul style="list-style-type: none">• 0345 850 5555 (if you're in the UK)• +44 (0)20 3375 6422 (if you're outside the UK) <p>We may record calls for monitoring and training.</p>
	<p>Post</p> <p>You can write to our Customer Care Team at our address:</p> <p>Customer Care Team Cynergy Bank 4th Floor One New Change London EC4M 9AF</p>

You can also find more information on our complaints process in our information booklet. This is included on our website here:

	<p>Website</p> <p>Visit https://www.cynergybank.co.uk/contact/ and click the Complaints tab towards the bottom of the page.</p>
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What happens when you make a complaint

When you tell us about a complaint, we'll do our best to put things right.

If you're still unhappy after we tell you your complaint has been resolved, you may be able to take your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service to resolve complaints. If the Financial Ombudsman Service decides that you have been treated unfairly, they have the power to put things right.

You can get in touch with the Financial Ombudsman Service by:

	<p>Telephone</p> <p>0800 023 4567 (this phone line is free of charge if you are calling from a fixed line phone)</p> <p>0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)</p>
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Online Standard template complaint forms are available at <https://help.financialombudsman.org.uk/help>

Further details about the Financial Ombudsman Service will be provided in the letter we send to you, that tells you your complaint has been resolved.

You can also visit their website for further information:

	<p>Website</p> <p>Visit www.financial-ombudsman.org</p>
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How your money is protected

We are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to eligible customers if their bank can't pay out on claims against it. For example, if a bank stops trading. Most of our savings customers are covered by this scheme. All compensation will be paid out in pounds (£), even if your account is in a different currency.

	<p>Telephone</p> <p>If you would like to speak to the FSCS, you can contact them by telephone.</p> <p>Their lines are open from:</p> <ul style="list-style-type: none">• Weekdays (excluding public holidays) - 9.00am to 5.00pm (UK time) <p>You can contact them on:</p> <ul style="list-style-type: none">• 0800 678 1100 (if you're in the UK)• +44 (0)20 7741 4100 (if you're outside the UK)
	<p>Post</p> <p>You can write to the FSCS at their address:</p> <p>Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY</p>
	<p>Online</p> <p>You can contact the FSCS by visiting their website at www.fscs.org.uk</p>

Please get in touch with us for information about the FSCS or:

- your eligibility to claim,
- the amount you might be able to claim, and
- any limits.

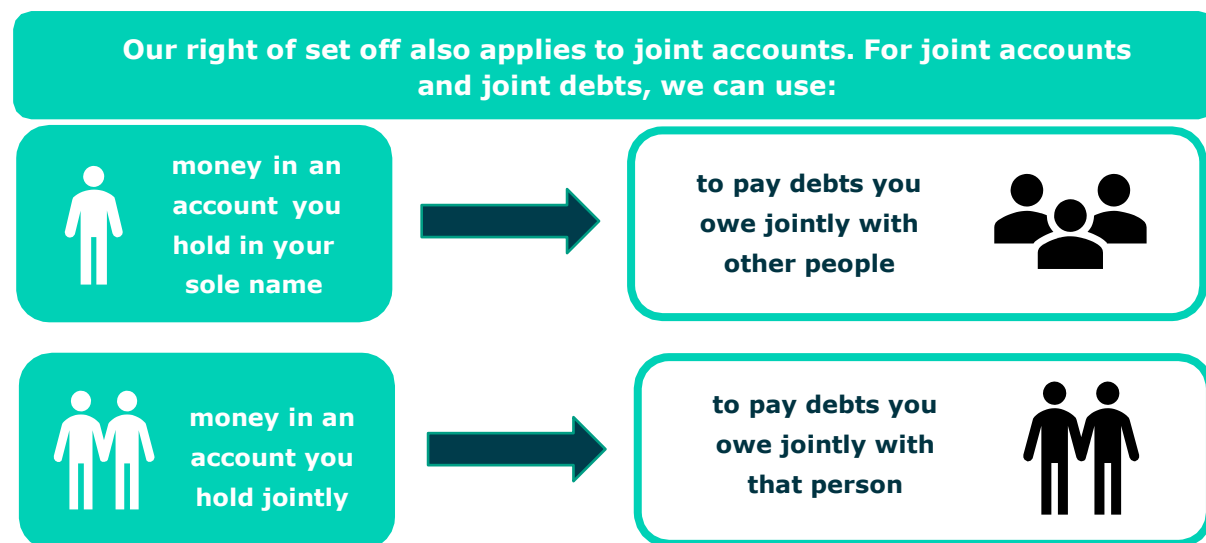
If you have a compensation related query you can also contact the FSCS directly, using their contact details above.

Other legal information

How we can use our "right of set-off"

If you don't pay back money you owe us when you should've done, we can repay it using money in any of your accounts with us. This includes money held with other companies within the Cynergy Bank group. This is called a "right of set-off".

We can do this unless the law or other restrictions prevent it. For example, we won't use any money that we think you need for essential living expenses or important debts. We also won't use any money that you are holding for someone else.



We will give you at least 14 days' notice before we use this right.

You don't have a right of set off against us.

Making a claim against us

If there's a problem with your account or the services we provide to you, we'll try to fix it if we can.

But there are some things we won't be responsible for, even if they do go wrong. For example, we won't be responsible if:

- we can't carry out any of our responsibilities under this agreement for legal or regulatory reasons,
- if something happens that is outside our control and we couldn't have avoided it, despite our best efforts to,
- if you have acted dishonestly (for example you have committed fraud), or
- you're claiming any direct or indirect loss you suffer, like loss of profit, opportunity, business or loss or damage of goodwill.

Nothing in this agreement will stop us from being responsible to you if we have acted fraudulently or with gross negligence, or if the law stops us from excluding our responsibilities for any other reason.

Whether your agreement can be transferred to someone else

We can transfer any of your rights and obligations under this agreement to another business. We don't need to ask you before doing this.

You can't transfer any of your rights and obligations under this agreement.

How we use your information

We collect and use your personal information. Our privacy policy explains when, how and why we do this. You can find our privacy policy on our website at www.cynergybank.co.uk.

Sometimes, we'll send your personal information to other businesses. We'll do this if:

- our privacy policy says we can,
- you have separately told us we can,
- the law tells us we have to, or
- we have a public duty to. For example, if we think you should be paying tax in another country, we might send some of your information to HMRC or other tax bodies.

Fraud prevention agencies might also hold information on you. If they do, we can use this information. Please contact us if you want to know:

- which fraud prevention agencies we use, or
- anything else about your personal information.

If you think that any of the information we hold about you isn't right, please tell us.

After your account is closed, we'll keep your data in accordance with our data retention policy. You can find our data retention policy on our website at www.cynergybank.co.uk.

Which laws apply

The agreement is governed by the law and regulations of England and Wales. The laws and regulations of that country will also decide any legal questions about our relations with you before the agreement is entered into.

You can bring a claim against us in the courts of England and Wales.

What language will we use

We will always contact you in English.

PART C – OPTIONAL FEATURES

Online Banking

When you open a Personal Savings Account with us, we'll ask you if you want to register for to Online Banking. In order to register for Online Banking, you will need to complete the relevant section of the account mandate or complete the online banking application form for personal customers.

By signing up to Online Banking, you are agreeing to the additional terms and conditions below.

What you need for Online Banking

To use our Online Banking, there are some things you will need. These are:

- a valid mobile phone number and email address, and
- our Cynergy Bank Authenticator or, if you don't have a smartphone to download the app, you can ask us for a Digipass®.

If you have a joint account, all of the account holders who want access to Online Banking will need to give us a valid mobile phone number and email address. They will also need to download the Cynergy Bank Authenticator or ask us for their own Digipass® if requested.

You can download the Cynergy Bank Authenticator from all major app stores. You can find it by searching Cynergy Bank Authenticator.

Keeping your contact information up-to-date

It is your responsibility to keep your contact information up-to-date. This is important as we sometimes need to get in touch with you about your account or Online Banking using these contact details.

Suspending your Online Banking

We have the right to suspend your Online Banking in some circumstances. This includes when:

- we need to do any maintenance, repairs or upgrades, or
- for any of the reasons set out in Part A of this agreement in the "[Keeping your account safe](#)" section.

If we need to suspend your Online Banking, we will tell you before we do this or, if that isn't possible, immediately afterwards. We will usually tell you why we've suspended your access unless there are legal or security reasons why we can't.

We'll make Online Banking available to you again once the reasons for suspending it no longer apply.

Equipment, systems and software

You are responsible for whatever technology you use to access Online Banking.

By using Online Banking, you agree to follow the requirements and recommendations set out in the "Security" section of our website. These can be found at [insert hyperlink].

When using Online Banking, you agree:

- to ensure your computer and mobile device comply with any standards we tell you about from time to time,
- to keep information, designs and techniques of our Online Banking portal confidential,
- to tell us straight away of any failure or error when you send or receive instructions using Online Banking,
- that the copyright and other rights in our Online Banking are ours, and
- not to alter, copy or allow any third party to access Online Banking without our consent.

Keeping your account safe online

You can find out information on how to keep your account secure when you're using Online Banking in Part A of your agreement. The information below explains some of the other ways that you can keep your account safe online.

If you want to access Online Banking using your desktop computer, you should always make sure you type our website address into your web browser. Never visit Online Banking through a link in an email or a search engine.

We also strongly recommend you download the Trusteer Rapport security software, which is supplied free of charge by IBM. This provides additional protection for you by keeping your details secure. It also works alongside your existing anti-virus and firewall software to give you more protection. Even if your computer has a virus, it can make the difference against identity theft and fraud.

Other legal information

Online Banking and its contents are subject to copyright and the information held is only for your use, and any third parties you have authorised to use your account. You may not download, transmit or modify the site without our prior permission. You can print out all or part of the site for your own personal use.

Cynergy Bank plc is registered in England and Wales under 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 Terms and Conditions is 4th Floor One New Change London EC4M 9AF.