



# US DOLLAR BUSINESS CURRENT ACCOUNT TERMS & CONDITIONS

**April 2024**

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# ABOUT THIS AGREEMENT

This agreement sets out the terms and conditions that apply to your US Dollar Business Current Account. We'll also give you 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.

**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.

## 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).

When you give us your mandate, you'll be bound by anything done by anyone authorised under that mandate, provided it's within the scope of the mandate.

## Using your account

Our US Dollar Business Current Accounts aren't suitable for everyone. For example, you can't have a US Dollar Business Current Account with us if you aren't incorporated or trading in the UK, or if you need your account for personal reasons. Businesses incorporated in British Crown Dependencies or British Overseas Territories and trading in the UK may be eligible.

If you stop trading in the UK or if you need to use your account for personal 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 together with information about when we take the charges from your account are set out in our Fee Information Document.

You'll receive a Fee Information Document when you first open your US Dollar Business Current Account and an updated copy whenever we make changes to it.

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

You can also find your most recent Fee Information Document in the "Business Documents" section of our Document Library. This is on our website at [www.cynergybank.co.uk](http://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 app 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:**

	<p><b>Telephone</b></p> <ul style="list-style-type: none"><li>✓ 0345 850 5555 (if you're in the UK)</li><li>✓ +44 (0)20 3375 6422 (if you're outside the UK)</li></ul> <p><b>Our phone lines are open 24 hours a day, 7 days a week, 365 days a year.</b></p> <p>We may record calls for monitoring and training purposes.</p>
	<p><b>Text</b></p> <p>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.</p>




**Contacting us for any other reason**

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

**You can contact us on:**

	<p><b>Secure message</b></p> <p>If you've registered for Online Banking, you can get in touch with us by sending a secure message through your Online Banking.</p> <p>If you get in touch with us this way, we'll usually get back to you within two working days.</p>
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## You can contact us on:

	<p><b>Telephone</b></p> <p>If you'd like to speak to one of our customer advisers, you can contact us by telephone.</p> <p>Our Customer Service lines are open from:</p> <ul style="list-style-type: none"><li>✓ Weekdays - 8.00am to 7.00pm (UK time)</li><li>✓ Weekends and bank holidays - 9.00am to 5.00pm (UK time)</li></ul> <p>You can contact us on:</p> <ul style="list-style-type: none"><li>✓ 0345 850 5555 (if you're in the UK)</li><li>✓ +44 (0)20 3375 6422 (if you're outside the UK)</li></ul> <p>We may record calls for monitoring and training purposes.</p>
	<p><b>Post</b></p> <p>You can write to us at our address:</p> <p>PO Box 80030 London EC4P 4NG</p>
	<p><b>Online</b></p> <p>You can contact us by filling in our Contact Us form online at <a href="https://cynergybank.secure.force.com/ContactUs">https://cynergybank.secure.force.com/ContactUs</a> and a member of our Customer Services team will be in touch.</p>

## PART A – USING YOUR ACCOUNT

### What to expect when you open your account

There are some things you'll need from us in order to use your account. We'll give you these when we open your account. They include:

- your sort code and account number,
- your international bank account number (IBAN),
- your paying-in book (if requested) for paying in your cheques.

We'll also ask you to download our Cynergy Bank Authenticator app 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

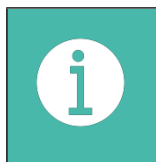
To register for Online Banking, you'll need to complete the relevant section of our account mandate or our Online Banking application form for business customers. Please get in touch with us if you need more information on how to do this.

When you register for Online Banking, we'll provide each of the Online Banking users authorised by you with a User ID, authentication code and Digipass®, if requested. You must not share this information with anyone else.



## Who can give instructions to us

If you are a sole trader, you will have authority without restriction to give us instructions.



You are a sole trader if you run your own business as an individual and work for yourself. You won't be a sole trader if you run your business through a company registered at Companies House or in a partnership.

Otherwise, when you take out a product or service from us, we'll ask you who's authorised to deal with us and the extent of their authority. We call these people authorised signatories. You must let us know if this changes.

We'll accept instructions from authorised signatories. Unless you have stated otherwise in the mandate, each authorised signatory has individual authority without any restriction to operate all your accounts. Therefore, each authorised signatory can, for example, give us payment instructions relating to your account and apply for new products or services including Online Banking (which may be without the knowledge of the other authorised signatories).

An authorised signatory must keep to this agreement as if they were you.

You will be responsible to us for all or any of the transactions carried out by authorised signatories (provided it's within the scope of the mandate).

If an authorised signatory breaks this agreement or uses the account or services in a way that's against the law, you will be responsible for any resulting claims, losses, damages or costs to us.

### **What if you want to remove an authorised signatory from the account?**

If you want to remove an authorised signatory from the account, you should get in touch with us. You can ask for an authorised signatory to be removed at any time. We'll need written confirmation from you to do this.

### **What if someone unfortunately passes away?**

If the account is held by more than one individual, and one individual dies, you must notify us of that person's death. The surviving account holders may continue to operate the account.

### **What if we know there is a dispute?**

If we know there is a dispute between account holders / partners / directors / members / authorised signatories, we have the right to insist on alternative instruction arrangements.

### Who can we share information with?

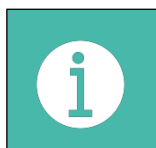
By opening the account, you agree that we can share information about the account (such as your transaction history) with the other people who operate the account. This is the case even if that information relates to a time when the operators of the account were different.

### What happens if we are required to let a third party use your account?

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, insolvent or go into liquidation. 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.

## Third party providers (TPPs)

You might access your account using an authorised third party provider.



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.

### Third Party Providers (TPPs)

If you want to, you can 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 why 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).


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.

You will not be able to pay cash into your US Dollar Account.

## Timing of your payments


	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.
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	Ways of receiving payments	When will we pay the money into your account?
<b>Electronic payments</b>	Electronic payments received in: <ul style="list-style-type: none"> <li>✓ pounds (£), or</li> <li>✓ US Dollar (\$)</li> </ul>	As soon as we receive it.
	Electronic payments received in any other foreign currency.  See below for further information on foreign currency payments.	Please get in touch with us to find out how long it'll take to receive your payment.  This might take a little longer as we'll need to convert your payment into your account currency first.
<b>Internal transfers</b>	Receiving an internal transfer in pounds (£) or US Dollar (\$).	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 US Dollar (\$).
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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/>.

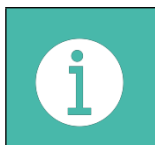
Or, you can contact us by telephone to find out our current exchange rates, using the contact information in the "[Getting in touch with us](#)" section at the beginning of this agreement

# 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 or Europe 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 Europe 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 Europe, 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. SWIFT payments can be made using your Online Banking.

You can also send other payments by SWIFT if you want to, via your Online Banking or 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 using your Online Banking.

### Timing of your payments

	Type of payment	When will your payment be received?
<b>Sending electronic payments in the UK or Europe in euro (€)</b>	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.
<b>Internal transfers</b>	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

## Foreign currency payments

This section applies if you make an electronic payment in a foreign currency. We call these foreign currency payments.





A foreign currency is one which is different to your account currency. Your account currency is US Dollar (\$). It is the currency you opened your account in.

### Online Banking payments

If you make a foreign currency payment using your Online Banking, we'll convert the amount using our exchange rate on the day you ask us to make the payment.

You can ask us what our exchange rate is at any time. We may not be able to tell you the actual exchange rate until you ask us to make the payment. This is because exchange rates change to reflect currency market movements. We display the rate before you make a payment.

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

You can also [contact us by telephone](#) to find out our current exchange rates.

### Foreign transaction fees

If you make a foreign currency payment, we'll charge you a foreign transaction fee.

This will be a non-US Dollar transaction fee.


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. We'll also tell you what fees apply before you make a payment using your Online Banking.

We'll take the foreign transaction fee from your account when you make the payment.

# 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.

	<p>You won't be able to ask us to make a payment from your account by telephone or by secure message.</p>
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Ways of giving us your instructions	How to give your permission
<p><b>Via your Online Banking</b></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"> <li>✓ your user ID,</li> <li>✓ your authentication code, and</li> <li>✓ your authentication code generated by your Digipass® or Cynergy Bank Authenticator.</li> </ul> <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>

Ways of giving us your instructions	How to give your permission
<p><b>Internal transfers</b></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"> <li>· your user ID,</li> <li>· your authentication code, and</li> <li>· your authentication code or one-time</li> </ul>
<p><b>In writing</b></p>	<p>You can give us instructions by sending us a letter:</p> <ul style="list-style-type: none"> <li>· signed by you in writing; or</li> <li>· by a third party who can act on your behalf.</li> </ul> <p>You'll need to send your instructions to the following address:</p> <p>Customer Service, PO Box 80030, London EC4P 4NG</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.

# Cheques

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 US Dollar (\$) 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
<b>Cheques (accounts in US Dollar (\$))</b>		
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". We'll let you know in writing if we refuse your cheque.

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.

## **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.

## Foreign currency exchange

We may, but do not have to, ask you to complete a written instruction. This will be in a format we'll supply you with.

We'll process instructions the same day we receive them. This is unless we receive your instructions on a non-working day or after 1pm UK time on a working day. In this case, we'll process them on the next working day.

Any exchange will be subject to exchange rates. You'll be informed of any exchange rate at the time the exchange is initiated.

We can set minimum amounts for transactions (different amounts may apply to the different types of transactions). These minimum amounts can change from time to time. We'll inform you if your proposed transaction is below the limit when you instruct us to carry out a transaction.

The currency you purchase will be placed in your account on the deal value date.

If you ask us to reverse a deal that has already been completed, you'll be liable for any costs that we incur reversing your deal.

We do not give advice on foreign currency movements and you acknowledge by using our foreign currency service that all decisions you make concerning foreign currency conversion are your own and that you will not hold us liable for any foreign currency losses you incur.

## When we pay interest

We'll tell you your interest rate when you open your account. If we pay you interest, you'll also be able to find out your interest rate by viewing the account details on your Online Banking, or [by giving us a call](#) to ask.

If we do pay you interest, we'll pay it on a variable rate. A variable interest rate is one that goes up and down. This means your interest rate may [change while you have the account](#).

We'll calculate the amount of interest we owe you based on your daily balance. We'll pay any interest you've earned into your account at the end of every month.

We aren't responsible for any taxes you need to pay on interest you've earned. Tax treatment depends on the circumstances of each customer and may be subject to change. It's your responsibility to seek independent tax advice.

# Overdrafts

An overdraft is a type of borrowing. If you're in your overdraft, it means you've spent more money than you have in your account.

Arranged overdrafts are not available with your US Dollar Business Current Account

## Unarranged overdrafts

Usually, if you want to make a payment and there isn't enough money in your account, we'll refuse to make the payment.

If we can't refuse to make the payment for any reason, it may still come out of your account. If this happens, the payment will take you into an 'unarranged overdraft'.

When you owe us fees or charges, we can take these amounts automatically from your account. It is your responsibility to make sure you have enough money in your account to cover those fees and charges. If you don't, this might also take you into an 'unarranged overdraft'.

Unarranged overdrafts are ones which haven't been agreed with us in advance. If you have an unarranged overdraft, you'll owe us interest like you would on any borrowing.

## Interest and fees

The fees and interest that apply to an overdraft are set out in the "overdraft" section on our website at [www.cynergybank.co.uk](http://www.cynergybank.co.uk) and in your Fee Information Document. Please see the "[Our fees and charges](#)" section for details of how to find this.

## When we can refuse or delay 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 or delay 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 incomplete, unclear, or they appear to be wrong,
- you don't have enough money in your account to make the payment,
- we think there's a high risk you won't be able to repay us the money you are borrowing,
- 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,
- making your payment might expose us to legal action or censure by any government, regulator or law enforcement agency,
- we are ordered to do so by a court,



- you've broken this agreement in a serious way,
- we learn that a bankruptcy or winding up petition has been issued against you, or
- we learn that you have been declared bankrupt or a liquidator, administrator or administrative receiver has been appointed.

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.

### **Working out if you have enough money in your account**

We might refuse to make a payment if there isn't enough money in your account. When we're working out if you have enough money in your account, we can look at:

- any instructions you've given us to make a payment which we've not made yet, and
- any interest and charges which are due.

If you ask us to make a payment and there isn't enough money in your account, we won't always be able to refuse it in time. If we can't refuse it, the payment will be made out of an unarranged overdraft.

Being in your overdraft means you will need to pay us fees and interest. You can find more information on the fees and interest that apply to overdrafts in the section "[Overdrafts](#)" 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 a statement every month telling you what payments have come in and out of your account.

Your monthly statement gives you information about things like:

- the amount of the payment,
- the payment reference, and
- the amount of any charges you paid.

We'll also send you a statement of fees. Your statement of fees provides you with a summary of all of the fees and interest you have paid in the last year. We'll send you your first statement of fees around a year after you opened your account with us, and then every year after that.

We don't charge you for receiving these statements.

	<p>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 "<a href="#">What to do if something goes wrong</a>".</p>
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### How we'll send your monthly statements

#### If you have registered for Online Banking

You can view your statement monthly via your Online Banking. When your statement is ready, we'll send you a text to let you know. You'll then be able to view, download and print your monthly statements for up to three years.

We'll send a text alert to a maximum of three individuals authorised to act for you, telling them that the monthly statement is ready. You can choose who receives the text alerts.

If you don't have Online Banking or don't want to view your statements via Online Banking, we'll send your monthly statement to you by post. We'll only send it to you for months there are payments on 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 statement. For example, if you need a statement showing all your payments over the last year, rather than the last month.

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. Please see the "[Our fees and charges](#)" section for details of how to find this.

### How we will send your statement of fees

If you have registered for Online Banking you can view your statement of fees via your Online Banking.

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

## 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, 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

<p><b>Your security information</b></p>	<p>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.</p> <p>You need to keep your security information private.</p> <p>Here are some other things we ask you to do to keep your security information safe:</p> <ul style="list-style-type: none"> <li>✓ You should avoid using a PIN or password that is easy to guess, such as your date of birth.</li> <li>✓ Never write down your security information without trying to disguise it or share it with anyone else, including us.</li> </ul> <p>Don't use the same PIN or password for different accounts or cards you have.</p>
<p><b>Any technology you use to access your account</b></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"> <li>✓ You should only use devices that you trust. This means making sure that your devices have regular checks for viruses.</li> <li>✓ 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.</li> </ul>
<p><b>Cynergy Bank Authenticator</b></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><b>Digipass®</b></p>	<p>You should <b>never</b> give your Digipass® or one-time passcodes 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>

### Online banking

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

### When we can stop you using your security information

Sometimes, we might need to block your security information from being used to access your account

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

- we think 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
- we think there's a high risk you won't be able to repay any money you owe us, such as your overdraft, 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
<p>A payment was taken without your permission</p>	<p>This could be for a number of reasons. For example:</p> <ul style="list-style-type: none"> <li>• someone has taken money from your account without your permission,</li> <li>• we took a payment in error, or</li> <li>• we didn't stop a payment you had already cancelled.</li> </ul>	<p>Go to the section called "<a href="#">A payment was taken without your permission</a>"</p>
<p>The payment is incorrect</p>	<p>This is where a payment you've made or received isn't right. For example, if:</p> <ul style="list-style-type: none"> <li>• the amount of the payment is higher or lower than it should be,</li> <li>• your payment is late or isn't received at all, or</li> <li>• you gave us the wrong account information.</li> </ul>	<p>Go to the section called "<a href="#">A payment is incorrect</a>"</p>

What has gone wrong	Why this might have happened	What happens next
Someone charges you more than you expect	This is where someone takes a payment from you and the amount is more than you expected.	Go to the section called " <a href="#">Someone charges you more than you expected</a> "
You receive a payment by mistake	This is where you've received money which wasn't meant for you.	Go to the section called " <a href="#">Payments received by mistake</a> "

### A payment was taken without your permission

If you think a payment has been taken without your permission, you need to tell us as quickly as possible. You must let us know there is a problem within **13 months** of the payment being made. 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.

- As long as the money wasn't taken from your overdraft, 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, devices, we might not refund you for any payments that were taken from your account before you got in touch with us. This doesn't apply if the money was taken from your overdraft.



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, 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 making the payment or receiving the payment.

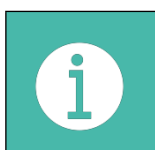
If a payment you're sending is late arriving and this is our fault, you can ask us to get in touch with the other person's account provider. We can ask their account provider to treat the payment as if it was made on time.

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.

### Will you get a refund?

If you're charged more than you expected, you can ask us for a refund as long as:

- you ask for the refund within 8 weeks of the money coming out of your account,
- the amount was more than you could expect in the circumstances – to decide whether this is true or not, we'll look at things like your previous spending pattern,
- the payment was made to another person in Europe, and
- you give us the information we need to work out whether you are owed a refund or not.



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

If we ask you for further information, you should give us this as quickly as you can.

We won't give you a refund if:

- you have given your permission to the payment being taken,
- you were told how to work out how much it would be, and
- you were told this at least four weeks before it was taken.

### When will you receive your refund?

If we owe you a refund, we'll give this to you within 10 working days.

If you aren't owed a refund, we'll tell you this within 10 working days and give you our reasons. We won't be able to tell you why we refused to give you a refund if there are legal reasons why we can't.

We calculate the 10 working day period from the time you asked us for the refund or, if later, the time when you responded to our request for further information.

If you're owed a refund, we'll pay you back in full. This means we will refund the full amount of the payment, as well as any interest or charges you have missed out on or shouldn't have paid.

### **If you made a mistake**

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 a one-time passcode which we have given to you.

If a third party brings a claim against you, they might serve a court order on us. For example, a court order telling us to freeze your account. If this happens, we might charge you a fee. We'll take this directly from your account and let you know when we have taken it. 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.

## 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.

	<p><b>Secure message</b></p> <p>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.</p>
	<p><b>Telephone</b></p> <p>We can call you on your home telephone number or mobile phone number.</p>
	<p><b>Text message</b></p> <p>We can send a text message to your mobile phone.</p>
	<p><b>Post</b></p> <p>We can write to you by post at your address.</p>
	<p><b>Email</b></p> <p>We can send an email to the email address you've given to us.</p>

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 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. For example, you need to tell us if your registered or correspondence address changes.

You should also let us know if any of your authorised signatories change their signature. We'll need a new specimen signature to be provided to us before we'll be able to rely on their new signature.

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 that you pay us for an unarranged overdraft, 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 regulator 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 unarranged 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 replacing or 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**

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



## Running costs

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 these terms and conditions and charges if the change is reasonable and proportionate. We can change interest rates for any valid reason.

## When we'll tell you about any changes

If we make changes, we'll tell you about these at least two months before the change takes effect. This is unless one of the shorter notice periods below applies:

- If we change the interest rates in your favour, 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.
- If we increase unarranged overdraft interest rates or charges or introduce a new unarranged overdraft charge, we can do so on 30 days' notice.
- We can make changes to our exchange rates at any time and don't need to tell you about them in advance.
- We can change a tracker interest rate if the 'reference rate' it's linked to changes. We don't need to tell you in advance if we do this.



A reference interest rate is always set by another institution. One example is the Bank of England Base Rate.

We use reference interest rates as a basis for working out our tracker interest rates.

If you have a tracker rate on your account, we'll tell you which reference rate it tracks. We'll also tell you how the tracker rate links to the reference rate.

For example, the tracker rate might always be 1% above the Bank of England Base Rate.

If we make a change to a tracker rate, we'll put the new rate online as soon as possible.

### **What you can do if we make a change**

If we give you advance notice about a change and you aren't happy, you'll have the option of closing your account before the change takes effect. We won't charge you to do this. But you'll have to pay back any money you have borrowed from us, plus any interest you owe, before we can close the account.

We'll tell you the exact deadline for letting us know you want to close your account when we get in touch with you.

You can find more information on how to close your account and end this agreement in the section called "[Closing your account](#)" below.

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.

### **How we'll tell you about any changes**

We will normally give you prior notice of changes by writing to you. Or by telling you personally in an electronic format, such as by email. Or by sending you an email to notify you that a secure message setting out the changes is now in your Online Banking. We might also include any changes we're making in your monthly statement or statement of fees when we send these to you.

You can find more information on how we send your statements in the section called "[Keeping you informed](#)".

You'll be able to find a full copy of this agreement and any other document with the changes we have made on our website at [www.cynergybank.co.uk](http://www.cynergybank.co.uk) or via your Online Banking.

# 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 two 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,
- you have a liquidator, administrator or administrative receiver appointed,
- 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 personal purposes, or
- you no longer trade in the UK.

We can also end this agreement and close your account straightaway 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 straightaway, 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 are no longer incorporated or trading in the UK), 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 can close your account and end this agreement at any time and without giving us a reason. We won't charge you to do this.

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.

### **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 closed current account will remain viewable in Online Banking for - six 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 your unarranged overdraft, if you have one, and any fees and charges you owe us,
- you'll need to give back anything that belongs to us, such as your Digipass ®. You should send us these things by post,
- 

and

- 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 two 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're in your unarranged overdraft or you still owe us money.

If you're in your overdraft or 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.

## Switching your account

If you want to switch your account to another bank or building society please get in touch with us.

We'll need to give you information on how this will work, and ask your permission for us to move any money to your new account provider. Once we've done this, we'll close your account.


# 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><b>Email</b></p> <p>You can email us at <a href="mailto:complaints@cynergybank.co.uk">complaints@cynergybank.co.uk</a></p>
	<p><b>Telephone</b></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"><li>Weekdays - 8.00am to 7.00pm (UK time)</li><li>Weekends and bank holidays - 9.00am to 5.00pm (UK time)</li></ul> <p>You can contact us on:</p> <ul style="list-style-type: none"><li>0345 850 5555 (if you're in the UK)</li><li>+44 (0)20 3375 6422 (if you're outside the UK)</li></ul> <p><i>We may record calls for monitoring and training</i></p>
	<p><b>Post</b></p> <p>You can write to our Customer Care Team at our address:</p> <p>Customer Care Team PO Box 80030 London EC4P 4NG</p>

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

	<p><b>Website</b></p> <p>Visit <a href="https://www.cynergybank.co.uk/contact/">https://www.cynergybank.co.uk/contact/</a> 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><b>Telephone</b></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

[www.financial-ombudsman.org.uk/consumers/how-to-complain](http://www.financial-ombudsman.org.uk/consumers/how-to-complain).

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><b>Website</b></p> <p>Visit <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></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. Some of our Business Current Account customers are covered by this scheme. All compensation will be paid out in pounds (£), even if your account is in a different currency.

	<p><b>Telephone</b></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"><li>• Weekdays (excluding public holidays) - 9.00am to 5.00pm (UK time)</li></ul> <p>You can contact them on:</p> <ul style="list-style-type: none"><li>• 0800 678 1100 (if you're in the UK)</li><li>• +44 (0)20 7741 4100 (if you're outside the UK)</li></ul>
	<p><b>Post</b></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><b>Online</b></p> <p>You can contact the FSCS by visiting their website at <a href="http://www.fscs.org.uk">www.fscs.org.uk</a></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.

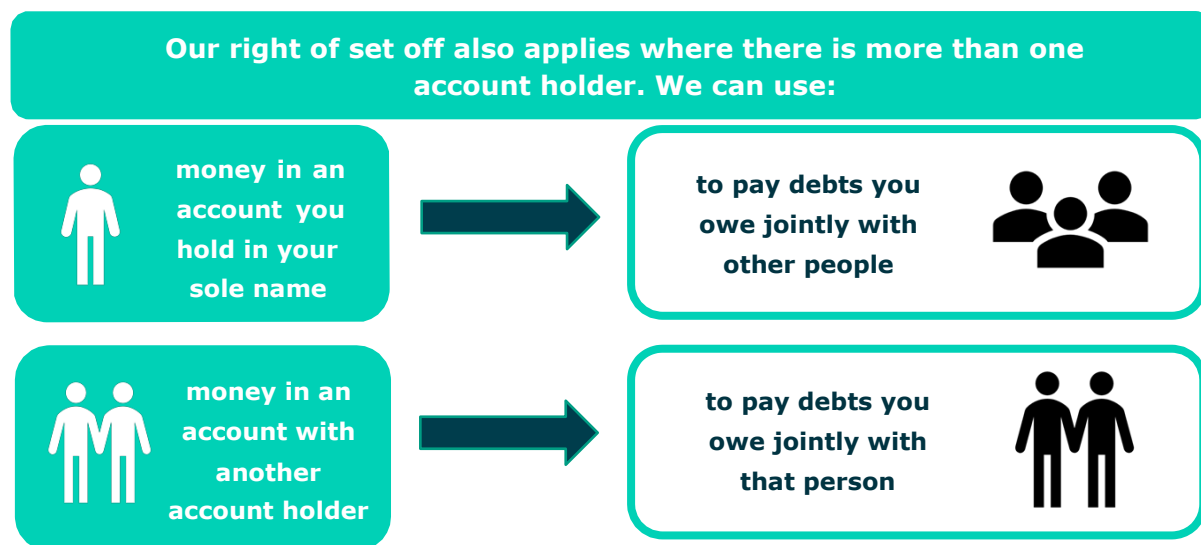
If you have a compensation related query you can also contact the FSCS directly, using their contact details above.

## 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 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](http://www.cynergybank.co.uk).

Sometimes, we'll send your 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 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](http://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 these countries 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 Business Current Account with us, we'll ask you if you want to register for 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 business 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 app or, if you don't have a smartphone to download the app, you can ask us for a Digipass®.

All individuals authorised to act for you 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 app or ask us for their own Digipass®.

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 here [Cynergy Bank](#)

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.

## Text Message Services

When you open a Business Current Account with us, we will ask you if you want to sign up to Text Message Services. We don't charge you for Text Message Services.

Text Message Services is a service we provide. You can request that we send you certain account information by text message, such as your weekly balance information. We'll ask you to choose what information you would like to receive when you sign up to Text Message Services.

### How to switch on Text Message Services

You can subscribe to Text Message Services through your Online Banking or by [getting in touch with us](#) by telephone during our opening hours. Your Text Message Services will usually be active by the end of the day.

### Who can use Text Message Services

As long as you have a mobile phone that is compatible with a UK network and can send and receive text messages, you'll be able to subscribe to Text Message Services.

You won't be able to use Text Message Services from:

- non-UK mobile phone numbers,
- fixed line telephones,
- computers that can receive text messages, or
- virtual phone numbers beginning with '070'.

The maximum number of people that can use the text message service is three.

## How accurate is the information we send you?

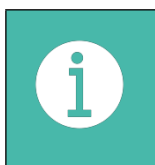
When you receive a text message via Text Message Services from us, the information we give you will be correct at the time we sent the message. The text message we send you will say what time this is. The time we send the text message may be different to the time you receive it.

Please visit [www.cynergybank.co.uk/text\\_services](http://www.cynergybank.co.uk/text_services) for information on the services available via Text Message Services.

## How to stop Text Message Services

If you change your mind and no longer want to receive Text Message Services, you can ask us to unsubscribe from this at any time through your [Online Banking or by phone](#).

If you unsubscribe from Text Message Services, we will stop sending your account information to you by text message. This will take effect by the end of the day you asked us to stop.



If you unsubscribe from Text Message Services, this doesn't mean we will never get in touch with you by text. For example, we might still get in touch with you by text if we think there is a risk of fraud on your account.

## Security

You must read any text messages carefully that you receive via Text Message Services. If any text messages appear strange, please contact us as soon as possible.

When you use our Text Message Services, you agree that you will:

- follow all reasonable security procedures we tell you about from time to time, and
- safely keep any text messages you receive via our Text Message Services.

You should not share the information you receive from us via Text Message Services with anyone else.

If you think that someone else can access your mobile phone or you have lost it, you should unsubscribe from Text Message Services through your Online Banking or by [getting in touch with us](#) to ask us to unsubscribe for you.

You should also follow the steps in the "[Keeping your account safe](#)" section of this agreement.

If this happens, we can register a new mobile phone for you which you can use for Text Message Services.



## Keeping your contact information up-to-date

It is your responsibility to keep your contact information up-to-date.

If you change your mobile phone number, you must immediately update it on your Online Banking or contact us using the details in the "[Getting in touch with us](#)" section at the beginning of this agreement.

## Things we aren't responsible for

If you use our Text Message Services, we won't be responsible for:

- any charges a third party may charge you or an individual authorised by you to use the Text Message Service for sending or receiving messages via Text Message Services, or
- any losses you may suffer if your mobile phone network provider fails to deliver any text message we send to you on your mobile phone number.

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.

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