

Reliance Bank

Business Account Terms and Conditions

1st February 2021

Useful information

Office opening hours:	Monday – Friday:	08:30 - 16:15
	Wednesday:	10:00 - 16:15
Address:	Reliance Bank Limited, Faith House, 23-24 Lovat Lane, London EC3R 8EB.	
Telephone numbers:	Customer Experience Team	+44 (0) 20 7398 5400
	Lost or Stolen Debit card helpline	+44 (0) 20 7929 1344

E-mail addresses:

Contact Email	Main Responsibilities
customer.experience@reliancebankltd.com	For general enquiries about any aspect of your personal and / or business banking
payments@reliancebankltd.com	For assistance with Online Banking Payments, International Payments, CHAPS Payments, Business Payments or other payment queries
customer.experience@reliancebankltd.com	Contact us as soon as possible if you have any queries relating to Fraud and Security (Debit Cards, Online Banking or Unusual/Unknown Activity)
commercial@reliancebankltd.com	For general enquiries or if you have a question or want help with a current or savings account, loan or overdraft application
mortgages@reliancebankltd.com	For general enquiries, new applications, or existing residential mortgage customers



Reliance Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Reliance Bank Limited, Faith House, 23 – 24 Lovat Lane, London EC3R 8EB. Telephone: 0207 398 5400.

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Business Account Terms and Conditions

In these Business Account Terms and Conditions ‘we’, ‘us’ and ‘our’ refers to Reliance Bank Limited and “you” is the business entity or “you” as a sole trader. The Terms and Conditions together with our specific Product Terms and banking policies are a contract between you (the Account holder, whether as a sole proprietor, club, association, partnership, trust, charity, company or whatever form or structure other than a personal Account) and us and apply to all our Business accounts.

When you open your Business account, you agree to these Terms and the Product Terms. You should read these Terms and Conditions carefully and retain a copy for future reference. If there is a conflict between these Terms and the Product Terms, the Product Terms will apply. We can provide you with additional or up-to-date copies of these conditions if you ask us or, alternatively, these conditions are also available on our website www.reliancebankltd.com.

These Terms are split into two sections:

Section 1: General information

Section 2: Current and savings account terms

These Terms and Conditions (“Terms”) apply to all business accounts and apply in whole or in part to all your business Accounts with us and/or to other services we provide to you. You cannot open a Business Account as a consumer, should you attempt to do so we will decline your application or, if it is processed and we later find out, we will close the Account and shall not be liable for any business or other economic losses.

The Payment Services Regulations 2017 and other rules require us to treat Small Business and Charity Customers in the same way as our personal banking customers. However, we do not have to do this for our larger Business Customers provided we’ve agreed that different terms may apply. Where relevant, we make clear whether a particular term applies to larger Business Customers in place of the term that applies to Small Business and Charity Customers, and vice versa.

If you are a larger Business Customer, you agree that the following provisions of the Payment Services Regulations 2017 won’t apply to your agreement with us:

- Part 6 – Information Requirements for Payment Services.
- Regulation 66(1) – Charges.
- Regulation 67(3) and (4) – Consent and withdrawal of consent.
- Regulation 75 – Evidence on authentication and execution of payment transactions.
- Regulation 77 – Payer or payee’s liability for unauthorised payment transactions.
- Regulation 79 – Refunds for payment transactions initiated by or through a payee.
- Regulation 80 – Requests for refunds for payment transactions initiated by or through a payee.
- Regulation 83 – Revocation of a payment order.
- Regulation 91 – Non-execution or defective or late execution of payment transactions initiated by the payer.
- Regulation 92 – Non-execution or defective or late execution of payment transactions initiated by the payee.
- Regulation 94 – Liability of payment service provider for charges and interest.

Note: You must tell us as soon as you become aware that you meet / stop meeting the criteria to be a Small Business or Charity Customer.



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Section 1: General information

1. Definitions

Where the following words or phrases are used in the Terms, the meaning is:

Account	The current or savings account
Account Documents	A paying in book and/ or any other document which we have designated to your account
Business	Any business which is not a micro-enterprise or small charity
CHAPS	Clearing House Automated Payment System and the process for making electronic bank-to-bank sterling payments within the United Kingdom (as known as telegraphic transfers)
Costs	Costs and expenses incurred under these Terms
Direct Debit	An instruction you give to a beneficiary to collect an amount directly from your Account
Electronic Payment	an electronic payment: <ul style="list-style-type: none"> into or out of your account by Faster Payment, CHAPS, International Money Order or Standing Order as permitted by your Product Terms or otherwise as permitted by us
Faster Payment	Industry standard way of electronically transferring funds from one account to another. There are limits on the maximum amount that can be transferred from your account by Faster Payment which may change from time to time. Please contact us for further information on these limits
Fees	the fees that we charge for any service that we provide in connection with the Account and listed in our Fee Information Document published on our website
Fee Information Document	Our list of fees and costs for the account as published on our website and included in the Business Current Account Important Information Sheet
Power of Attorney	a legal document which gives authority to another person to act on your behalf
Product Terms	these are the terms and conditions which apply to specific types of accounts (“ Products ”). We will provide you with any other terms and conditions which apply when you apply for an Account or use any services.
Reliance / we / our/ us	Reliance Bank Limited
Standing Order	a payment to or from an Account, usually on a regular basis, to another specified bank or building society Account (including another Reliance Account)
Sole Trader	A self-employed person who owns or runs their own business as an individual
Third Party Payment Service Providers	we refer to the businesses you authorise to access and collate information regarding your accounts, or initiate payments to third parties from your account (without using your debit card details), for example when you are shopping online
Working Day	any day which is not a Saturday, Sunday or a bank / public holiday in the UK
You / your	the account holder(s) in whose name(s) the account is held



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2. Data Privacy and Personal Information

All data is collected and held in accordance with our Privacy Policy which you must read and agree with in order that we can open your Account(s). For more information on how we process your personal data, please visit our website Privacy Policy <https://www.reliancebankltd.com/privacy-policy>

3. Keeping you Informed

3.1. Contacting you

How and when we may contact you is set out in our Privacy Policy, please refer to this for details. Please tell us straight away if you change your organisations name, telephone number, e-mail details or postal address. It is also important we know of any key personnel changes and in particular any authorised signatories. If we cannot contact you for a period of at least six years at your last known address, your credit balances held in a dormant account may be gift aided to The Salvation Army Social Work Trust unless you write to us notifying us otherwise.

3.2. Telling you about changes to our services

We are generally open for business from Monday to Friday and we will give reasonable notice through our website if we are not going to be open on any particular day. If we plan to close our Head Office, we will place notices on our website and consider other ways of letting you know. We will also provide information on how we plan to continue to provide our services to you. We will give you similar notice if we have to make any material changes to the services provided at, or the opening hours of our Head Office.

3.3. Changing our rates

We provide information about our current interest rates on our website. You may phone us to find out about our current interest and exchange rates or contact our Head Office. We may change our rates and we will tell you about these changes personally, meaning by post, secure electronic message, statement message or any other communication method we decide. We will not change a fixed rate on your account for the time we have agreed to keep it fixed.

3.4. Changes to interest we pay you

If we are going to change a variable interest rate that we pay you on any account, we will tell you personally at least 2 months before we do so. However, if the change is to your benefit, we will tell you by publishing the new rates on our website at the earliest opportunity and in any event within three Working Days of making the change.

If you are not happy with a change to a variable rate, you can (at any time up to the date it is due to take effect) close or switch your account in accordance with the terms of this agreement without paying any penalty or other charges. If you do not do so, we will consider that you have agreed to it.



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4. Credit Reference Agencies (CRAs)

If you apply for a current Account or credit facility, you agree that we may use details of your credit history to assess your ability to meet your financial commitments. We may share information with Credit Reference Agencies (CRAs) to verify your identity and suitability for an Account using information from the Electoral Register and other public sources. This record will form part of your credit history whether you proceed and if you make several applications for credit within a short period of time, this may temporarily have a detrimental effect on your ability to obtain credit.

We may share details of how you manage any current Accounts or borrowing from us with CRAs. If we make demand for repayment following any default by you and you fail to repay the sum due in full or make (and adhere to) acceptable proposals for repayment within 28 days, then, provided there is no genuine dispute about the amount owed, we may register the default with the CRA's. The registration of a default notice may have a detrimental effect on your ability to obtain further credit.

If you make a joint application for a current Account or a credit facility, an 'association' linking your financial records with those of your fellow applicant(s) will be created by the CRAs. The credit history of your 'associates' will be taken into consideration in any future application for credit in your joint names. The 'association' will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the CRAs.

5. Crime Prevention and Debt Recovery

To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with fraud prevention and debt recovery agencies and other organisations including other lenders. If you give us false or inaccurate information and we suspect fraud this will be recorded.

Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.

To meet our obligations in relation to the prevention of fraud, money laundering and terrorist activity, or if we suspect fraud in relation to any of your Account(s) with us, we may need to investigate your relationship with us including transactions on your Accounts including the source of or intended recipient of funds paid into or out of your Accounts. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds, but, where possible, we will advise you of the reasons for and likely length of any delay. To help protect you from fraud, our fraud-detection systems help us to identify any unusual transactions on your Account. We may contact you to say there is suspicious activity on your Account. If we leave a message for you to contact us, you must contact us as soon as possible, we will not be responsible for any losses associated with our efforts to prevent fraud.



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The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our Privacy Policy, which can be found on the footer of our Reliance Bank Ltd website, or by writing to our head office at Reliance Bank, Faith House, 23-24 Lovat Lane, London, EC3R 8EB.

6. Keeping your security information safe: your obligations

You will be responsible for any instructions given by you, via a Third-party mandate, through power of attorney or via secured i-bank messaging from the time that you successfully pass-through security to the time that you leave the relevant service.

You must keep details of your cards and security information, including PINs, security numbers, access codes or passwords, safe and to make sure they cannot be used by anyone else or for fraudulent purposes.

As a minimum, we expect you to comply with the following:

- you must not reveal your security information to any other person (other than to a Third-Party Payment Service Provider);
- you must not write down your PIN or other security information in a way that is recognisable;
- We will issue a PIN to you and you must not reveal it to anyone else. At present we are not able to offer the ability to set your own PIN.
- you must not allow anyone else to use your card, PIN or other security information – even someone sharing a joint Account with you;
- you must not respond to an email asking for your security information, even if it looks like the email is from us;
- you must keep card receipts and any other documents or electronic records which contain confidential information about your Account (such as statements) in a safe place which only you (or a Third-Party Payment Service Provider) have access to;
- you must get rid of all confidential documents (e.g. PIN notifications or reminders) safely by using, for example, a shredder;
- you must tell us immediately if you know, or suspect, that someone else knows your PIN or security information by calling us on 020 7398 5400 during our office hours or 020 7929 1344;
- you must tell us immediately using the telephone numbers above if you lose your debit card (if you find your card after calling us, you must not use the card again and should destroy it by cutting it into a least two pieces through the magnetic stripe and the chip); and
- if you stop using your card, you should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do so, so we can cancel the card in our systems.



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We will expect you to co-operate with us in any investigation into the actual or suspected misuse of your card and you agree that we may also disclose information about you or your Account to the police or other third parties, if we think it will help prevent or recover losses.

Third Party Payment Service Providers can offer you alternative ways of interacting with us; however, before sharing your security information with a Third-Party Payment Service Provider you should make sure that they are genuine. Genuine Third-Party Service Providers are insured and are authorised or registered by the FCA or an equivalent European regulator.

For the avoidance of doubt, we will not be responsible for any payment transactions or other fraudulent activity carried out as a result of you sharing your security information with someone who is not a genuine Third-Party Service Provider.

7. Tax

7.1 Tax Compliance

It's up to you to meet your tax responsibilities in the UK and elsewhere. This relates to opening and using accounts and services provided by us. Some countries' tax laws may apply to you even if you don't have a business there. Connected persons are responsible for their own tax obligations. As you're responsible for your own tax obligations (and connected persons for theirs), we are not responsible for this nor do we provide tax advice. It's your choice whether to seek independent legal and tax advice.

7.2 Tax on Credit Interest (not applicable to all accounts)

We will deduct the basic rate of tax from credit interest payments unless you are eligible to receive gross credit interest and, where appropriate, you have provided us with the necessary documentation to confirm your eligibility.

Current interest rates are available on our website or by contacting our Customer Experience Team on 020 7398 5400.

8. Other important terms

- 8.1. **Changes.** We may change our banking hours, office, banking practices and similar matters by giving you notice by e-mail, post or via our website. This includes making changes to our Terms.
- 8.2. **Interpretation.** Where necessary, any word in these Terms which is in the singular shall also be read as in the plural and any word which is in the plural shall also be read as if it was in the singular.
- 8.3. **Waiver and delay.** Any failure by us to enforce any of our rights against you on one occasion, whether in whole or in part, should not be regarded as a waiver of our rights to enforce these obligations on any other occasion whether in whole or in part.



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- 8.4. **Severance.** Each of the provisions of these Terms and the Product Terms is severable and distinct from the others and if at any time one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.
- 8.5. **Legislation.** A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 8.6. **Jurisdiction.** English law will apply to this agreement. If there are any disputes under this agreement and about our dealings, these disputes will be dealt with by the courts of England and Wales.

9. Data Access Requests

Under the General Data Protection Regulation 2018 you can make a Data Access request as an individual for a copy of all the information we hold about you. We will provide this to you within 30 calendar days or for more complex it could be up to 2 months.

Please contact the Data Protection Officer at our office, should you require details of the credit reference and fraud prevention agencies we use.

We will obtain your written consent before providing a banker's reference about you. However, if we receive a request from another financial services institution to verify your identity as an individual for money laundering prevention purposes, we will provide this information.



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Section 2: Current and savings accounts

1. Important Information

1.1. How to contact us

There are a few ways to contact us. You can contact us at our registered office. You can also contact us in the following ways:

Address:	Reliance Bank Limited, Faith House, 23-24 Lovat Lane, London EC3R 8EB.	
Telephone numbers:	Customer Experience Team	+44 (0) 20 7398 5400
	Lost or Stolen Debit card helpline	+44 (0) 20 7929 1344
E-mail addresses:		

Contact Email	Main Responsibilities
customer.experience@reliancebankltd.com	For general enquiries about any aspect of your personal and / or business banking
payments@reliancebankltd.com	For assistance with Online Banking Payments, International Payments, CHAPS Payments, Business Payments or other payment queries
customer.experience@reliancebankltd.com	Contact us as soon as possible if you have any queries relating to Fraud and Security (Debit Cards, Online Banking or Unusual/Unknown Activity)
commercial@reliancebankltd.com	For general enquiries or if you have a question or want help with a current or savings account, loan or overdraft application
mortgages@reliancebankltd.com	For general enquiries, new applications, or existing residential mortgage customers

1.2 Important information about how we work

We are generally open for business on every Working Day, we will publish notices on our website if we are closed for any reason on a working Day with as much notice as possible.

If you have an account for your personal finances, you must not use it for business purposes. We will be entitled to end this agreement if you use a personal Account for business purposes and shall not be held responsible for any business losses on doing so.



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When you apply for any of our Accounts or services, we will make various checks to assess whether you are eligible for the Account or service, to check your identity and to prevent and detect crime and money laundering. We can refuse to open an Account for an existing customer or a potential customer. We will only correspond and communicate with you in English. This agreement is available only in English. We will only accept communications and instructions from you in English.

You may ask us for a copy of your agreement with us at any time by contacting us using the contact details provided.

1.3 Cancellation

You may cancel this agreement within 14 calendar days beginning on the date we open your Account. You do not need to give a reason for cancelling. If you cancel within the 14-day period we will give you all your money back together with any interest it has earned (if any is due to be paid) and, if you ask us to, help you switch to a different bank Account. If you have an overdraft, you must repay what you owe us. We will ignore any extra charges or notice periods that apply to your account, service, or facility.

1.4 Transferring rights and responsibilities

You may not transfer any responsibilities or rights, benefits, or interests under this agreement or in your Accounts or create any security over money in your accounts in favour of someone else. We may transfer all or any of our responsibilities or rights under this agreement, but only to someone who we reasonably consider will treat you fairly and who is capable of performing our responsibilities under this agreement to the same standard that we do.

1.5 How Reliance is regulated

We accept deposits, lend money and offer other banking and financial services to our customers. For these services we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Our FCA register number is 204537. To find out more about us, please see the FCA register at <https://register.fca.org.uk/> or call the FCA on 0300 500 8082.

1.6 The Financial Services Compensation Scheme or FSCS

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible customers if we as a regulated firm fail to meet our financial obligations and we cannot pay what we owe. Compensation limits apply depending on the type of claim. Most retail consumers are eligible for compensation from the FSCS.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 020 7398 5400, refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.



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2 Opening an account

To open an account with us you will need to agree to our Terms, complete an application form and provide us with identification, as outlined in our 'What you need to open a business account' factsheet. In addition, we will ask all signatories on the account to complete an account mandate which will show specimen signatures outlining who is authorised to carry out specific payments and/or changes on your account.

For a club, society, or association, we will also require a copy of the rules and/or constitution and any relevant licenses' and certificates. We require for Charity Accounts a certified copy of the Trust Deed and/or the Constitution.

Our Business Current Account Important Information Summary document outlines the accounts features and charges in conjunction with our Fee Information Document. We participate in the industry Current Account Switch Service (CASS) making switching current Accounts from one UK bank or building society to another simple and hassle-free. If you wish to switch your Account to us, please tick the relevant section within the current Account application form, and we will forward the appropriate documentation.

If opening a notice savings account, there is a 14-day 'cooling off' period should you change your mind. If you are unhappy with your choice of account but have funded the account within this period, regardless of the number of days the funds have been held with us, we will either (1) return the full balance deposited ignoring any notice period or charges (2) help you switch to another of our accounts ignoring any notice period or charges. In either scenario you forfeit any interest earned during this period.

2.1 Authorising others to operate your account

Sole Traders may authorise someone else to operate their Account by signing a third-party mandate (form) or a Power of Attorney (we recommend you get independent legal advice before you do). For powers of attorney, we will need to see the signed document, or a copy certified by someone we reasonably think appropriate, such as a solicitor.

If you authorise another person to operate your account, you will be responsible for their acts or failure to act as if they were your own. We will not be responsible for an act (or failure to act) of anyone you or the law authorises to operate your Account,

In certain circumstances such as on your bankruptcy, the law may require us to allow someone else to operate your account. In these circumstances, any third-party mandates or powers of attorney you have given may not be effective. We recommend you get independent legal advice on how to prepare for these circumstances. For security reasons, we may not make some services available to another person who is operating your account.



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3 Digital Banking

To use your Digital Banking, you will need to log in using your email address, three digits from your password and a one-time passcode which will be sent to your registered mobile number.

You can use our digital banking service to:

- check your account(s) balances and view your transactions
- make domestic and international payments
- make payments
- transfer funds between your accounts
- multi-signing on payments
- view and cancel your direct debits
- view, set up, amend and cancel your standing orders
- set up trusted payees
- communicate with us regarding your account

Protecting you when you are using digital banking is our priority. All our online systems are regularly tested and audited by independent security experts to make sure they are as secure as they can be. We use the latest online security measures to make sure that your personal information and privacy stay safe.

This means the following:

- We will ask you to confirm your identity using two authentication methods
- We will never ask you for more than three digits of your password
- All our websites are encrypted – next to the web address you will see a padlock icon showing that it is a secure connection
- The system will time out after 10 minutes of inactivity
- When setting up a trusted payee, we will ask you to validate this request by entering a one-time passcode which will be sent to your registered mobile number or email address

There are systems that will tell us if any of our customers have malware and we use this information to protect you. To help us protect you when banking online, we recommend you follow the guidelines:

- Install appropriate fraud/malware/phishing protection on your computer.
- Install anti-virus software and keep it up to date
- Carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes
- It is your responsibility to make sure that any information stored or shown on your device is kept secure
- Never access our digital banking service from any computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details



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- If you access our Digital Banking service from a public computer (for example in a cyber-café) remember to log off from the Digital Banking service and close the digital browser when you have finished using the service. If you click “trust browser” on a public computer, security credentials could be compromised
- You should always access our digital banking service by typing in our address to your web browser or using the links on our website. We will never ask you to access our digital banking service from a link in an email.
- You should never provide your digital banking details to anyone else (unless you have checked they are an FCA regulated Third Party Payment Service Provider).
- After initial registration to our digital banking service, we will never contact you asking for you to reveal your security details. If you receive a request like this, even if it appears to be from us, it is likely to be fraudulent and you must not supply your security details under any circumstances. You must report any requests like this to us immediately.
- Tell us as soon as you can if you notice something is wrong with your digital banking.

If you think someone else may have access to your account, or if you notice anything suspicious, please contact us immediately on 0207 398 5400.

Once you have left our website, we cannot be responsible for the protection and privacy of any information which you provide. You should be careful and look at the privacy policy which applies to the website in question.

4 Statements

You can view your transactions for any of your accounts electronically via our internet banking service.

You should monitor your account regularly using internet banking, or by checking your statements when you receive or access them as you are responsible for ensuring that your balance(s) are sufficient to meet your regular outgoings and identifying spending that you believe to be fraudulent.

A charge may be payable if you request copies of statements you have previously received.

You should tell us immediately if you notice any errors on your account; experience any problems with our services; or otherwise become aware of any unauthorised transaction or failed or incorrect payment on your account.

If you become aware of any suspect or unusual transactions and fail to tell us as soon as you are able to, and in any event no later than 13 months after the date any transaction was taken from your account (or, in the case of a failed payment, ought to have been taken from your account), it may affect your right to have the errors corrected and may mean that we are not responsible for any loss or damage you suffer.



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5 Transfers

You may make transfers between your accounts in branch, via *l-bank* or by telephoning us. We will deduct or add transfers from and to your Account on the same day as we receive your instructions provided, they are received on a Working Day and before that day's cut off time of 3pm. With fixed term deposits the transfers will be affected on the maturity day.

6 Balance information

We can provide you with the balance on your account, but it may not include transactions that are still being processed and therefore this may not represent funds that are available for you to withdraw.

If you have a debit card for your account, you will be able to check your balance via an ATM. The available balance provided will not include any agreed overdraft limit.

If you have internet banking for your account, you will be able to check your balance via this service. The available balance will not include any agreed overdraft limit.

Your Account and the transactions passing through it may be affected by a court order, for example, a bankruptcy order, freezing order or injunction order. If so, the balance may change, and transactions may not be processed or may be reversed.

7 Paying into and making payments from your account

In this section we explain the different ways to pay money into your account, including:

- when we show payments;
- when we pay interest (if any is payable) or use the money to reduce the interest you pay if you owe us money on your account; and
- when the money becomes available to you, as cleared funds, to make withdrawals or other payments out of your account.

We also explain how you can instruct us to make different types of payment, how long it will take us to complete the payment and, if you want to cancel a payment instruction, how and when you should do so.

We will accept cash, cheques or other items which are payable into your Account subject to confirmation that may be required by us of any trading name.

Payments should be made payable to:

- | | | |
|--|---|------------------------------------|
| <input type="radio"/> Sole Trader | - | to you or your trading name |
| <input type="radio"/> Partnership | - | all partners or your trading name |
| <input type="radio"/> Company | - | to the company or its trading name |
| <input type="radio"/> Club, society, association | - | to its own name |



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When you instruct us to make a payment, or when an organisation or retailer asks for a payment from your account, the 'time of receipt' of your payment instruction is the time we receive your payment instruction. However, if we receive your payment instruction after the cut off time for the relevant type of payment or on a day on which we cannot make payments of that type (for example, because it is not a Working Day), we will treat it as having been received on the next Working Day and we will not begin to process it until that next Working Day on which we can make payments of that type.

Our charges for making and receiving payments, and our other payment services, are set out in our Fee Information Document and the Business Current Account Important Information Summary document.

We only accept responsibility for payments into your account after we have received them. If we receive an electronic payment, we will apply the money to your Account and make it available for you when we receive it. If you send us an instruction or cancel an instruction by post, we will not receive it until we open your letter. When you instruct us, we will make or authorise a payment from your account if there is enough money in this account or we agree to provide you with an overdraft to meet the payment. There may be a delay in carrying out your instructions while we carry out fraud prevention checks.

Customers can access counter services through NatWest / RBS branches. They may charge for this service and if so will be passed on to you. Your funds will be available on your Account as soon as we have received payment from the other Bank.

7.1 Cash

Cash can only be paid in using your paying-in book at any NatWest and/or RBS branch. You will have to wait three Working Days before withdrawing the money. The cash is treated as cleared for interest calculation purposes when the credit is received by us. If interest is due to be paid, we will pay it on any cash deposited into your account on the same day the cash is credited to your account or use the cash deposit to reduce the interest you pay to us (for example, on any overdraft). In some circumstances we may need extra identification to prove you own the Account.

7.2 Cheque payments

We only accept cheques that are payable to you into your account. The clearance of cheques will take 2 Working Days, day 1 being the day cheques are paid in, with funds available on day 3. We can only accept responsibility for payments into your Account after we have received and checked them.

If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person/trading name it is made payable to.

If the total amount of the items being paid in is added up incorrectly on the paying-in slip (bank giro credit), we will process the correct amount to your account and endeavour to inform you, although this may not always be possible especially if the credit has been paid in over the counter of another bank.



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When items are received for credit to your account, we will process them and make them available to you, provided they are received on a Working Day and before our cut-off time of 3pm.

If a cheque that has been paid into your account is returned unpaid, the amount will be deducted from your Account and we will notify you, we will make a charge for this as set out in our Fee Information Document.

If you issue a cheque from your Account and there are insufficient funds to pay the recipient, we will notify you and we will make a charge for this as set out in our Fee Information Document. You can tell us to cancel a cheque if you tell us before we are asked to pay it by the recipient's bank. We will need the cheque number, the amount, the date and the name of who it was made out to. We will charge you for this service. However, if we have already been asked to pay it by the recipient's bank, we will not be able to cancel the cheque.

We have special arrangements for foreign cheques (please see the section "foreign Deposits" below) and currency (please see the section "Sending money overseas" below). If you need more information, please contact us.

Unused cheques in your cheque book belong to us. You must destroy them or return them to us when you close your account. We may also ask you to destroy or return them to us, for example, in any of the situations in which we are entitled to close an account or stop providing a service or facility we provide to you apply (see the section on ending our relationship). If you no longer need any unused cheques, please let us know. We will then cancel any unused cheques in our systems and ask you to destroy or return them to us.

7.3 Making payments with your debit card

If you open one of our current accounts, upon request we will issue you with a debit card and provide facilities that we agree to make available to you, which you can use to make cash withdrawals and debit card payments in Pounds Sterling in the UK and in a foreign currency outside the UK. Full terms and conditions for your Business debit card are issued separately and can be located on our website or sent to you on request.

We may agree to give or send you a card if you ask for one or to renew or replace your existing card. We will renew your card periodically, giving you adequate notice of doing so using the communications preferences you have notified to us, and replace it when it when you tell us it is lost, stolen or damaged. All cards belong to us.

Your card will need a personal identification number (PIN) so that you can use your card in shops and in cash machines. We will issue a PIN to you and you must not reveal it to anyone else. You can change your PIN at a cash machine. We will not reveal your PIN to anyone else. Please see the section above on keeping your information safe for more details about preventing your PIN from being known by others.

Debit-card payments made in the UK will normally be taken from your Account on the first Working Day after a request from the payee's bank. If you make a debit-card transaction using a foreign currency, the amount will be converted to sterling at the exchange rate set by Visa. Charges will apply for transactions made outside Europe.



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You can stop using your card at any time. You should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, as we can then cancel the card in our systems. You will not be able to use your existing card again

if we have stopped the card (for example, after you have told us that the card has been lost or stolen). You will need to ask us to replace it.

You can set up a recurring card payment from your Account, also known as a continuing payment authority. After you have set up a recurring card payment, the organisation or retailer due to receive the payment will ask us to authorise it. If we authorise the recurring card payment, it means we promise to pay the funds to the organisation or retailer. We will normally authorise the payment unless we decide to refuse to make the payment for one of the reasons set out in this document.

If you set up a recurring card payment, you may be agreeing to pay the amount requested even though the amount was not known or set at the time you gave authorisation or if the amount of each payment varies.

Each time a recurring card payment is due, the payment will be made on the relevant future date set to us by the organisation or retailer. If that date is not a Working Day, the date for payment will be the next Working Day. The time we receive the payment instruction will be the day before the day on which the payment is to be made. You must ensure that you have sufficient funds to meet such recurring payments and may be charged by us and by the recipient if you do not.

If you want to cancel a recurring card payment, you must tell us by phoning us. Before we have authorised the transaction. We recommend that, at the same time, you tell the organisation or retailer that you are cancelling a recurring card payment to them as you will have a separate contract with them that we are not responsible for.

7.4 Faster Payments

'Faster Payments' are a form of electronic transfer allowing you to make payments online. A Faster Payment may allow you to make a one-off payment or regular payments from your current account and can be made at any time on any day. You can also set up payments to go out from your Account to a payee on a future date. The payee's account needs to be set up to receive Faster Payments. There may be a maximum limit when making payments through this system. They are not a guaranteed same-day payment and can take up to 24 hours.

We need the following information to make a Faster Payment:

- the sort code and Account number for the payee's account
- the date the payment is to be taken from your account
- the payee's name
- any reference identifying the payment.

You must ensure that you have sufficient funds in your Account to make a Faster Payment, whether it is a one off or a standing order as we may refuse a payment due to lack of funds which may be charged.



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7.5 Direct Debits

A Direct Debit allows another organisation or retailer to collect money from your account. You can set up a Direct Debit from a current account. To set up the Direct Debit, you need to get a mandate (form) from the organisation or retailer. The payment will be taken from your account when we receive the request from the organisation's or retailer's bank for the payment. You are protected by the Direct Debit Guarantee Scheme. Details are available at www.directdebit.co.uk

You must ensure that you have sufficient funds in your Account to meet Direct debit payments and may be charged by us and by the recipient if you do not.

7.6 Standing Orders

Standing orders are a way of paying bills and making other regular payments from your account. You may also receive regular payments this way (for example, your salary). You can instruct us to make Standing Order payments in writing or through our Internet Banking service. You tell us the individual or organisation or retailer you are paying, their account details, the amount to be paid and the payment dates.

This may be for a set period or not. The amount stays the same until you tell us to change it. We will generally process Standing Orders as Faster Payments.

You must ensure that you have sufficient funds in your Account to meet your standing orders and may be charged by us and by the recipient if you do not.

7.7 CHAPS

CHAPS are same-day payments to UK bank accounts. Instructions received before 3pm on a Working Day will generally mean the payment will be made to the bank account of the person you are paying that Working Day.

Any payments received after 3pm on a Working Day will be in the bank Account of the person you are paying the next Working Day. To make a CHAPS payment, you must give us the account name, sort code and account number of the person you are paying. We will pass your own account number to the person receiving the payment.

There is a charge for making a CHAPS payment. Please see our Fee Information Document for the latest fees. We will not be able to set up a CHAPS payment if you have insufficient funds in your Account to cover the amount you intend to send.



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7.8 Sending money overseas

Sending money to or receiving money from outside the UK to a payee's bank are made by SWIFT. There is a charge for sending money outside the UK from your account outlined in our Fee Information Document. We will take our charges from your account when you instruct us to send money outside the UK. SWIFT payments coming into your account will be covered by our exchange rate.

When we make or receive a foreign-currency payment, to or from outside the UK, we will convert the payment into or out of your account to sterling at the exchange rate which applies at the time of the transaction. You can request an indicative reference exchange rate when asking us to make such a payment but, we'll use the exchange rate at the time the transaction is processed which may differ. We will confirm to you the actual exchange rate applied via secure i-bank message or e-mail as soon as reasonably practicable after the payment is processed.

The speed of these payments will depend on the currency and the countries involved:

- if the payment is in pounds or euros, the timescales should be the same as for payments made within the UK.
- if the payment is in another EEA currency the payment may take an additional Working Day to reach the recipient.
- payments in other currencies and to countries outside the EEA are not covered by the new regulations "UK Payment Services Regulations". Please contact us if you require further information on how long these payments will take.

When making an electronic payment overseas you must provide us with:

- the name and address of the beneficiary bank.
- the bank sorting code or national bank code, bank identifier code (BIC), SWIFT code or Fedwire number.
- the IBAN (International Bank Account Number) if the payment is to another EEC country.
- the bank Account number of the beneficiary.
- the name and address of the beneficiary to whom the payment is being made.
- your own account number, name and address. This is a legal requirement, and these details will be passed to the beneficiary's banker. We do not accept liability for any loss or delay caused by any incorrect information you provide to us.

Electronic Fund Transfers:

- subject to certain criteria, which will be made available to you on request, payments will be made in the currency you stipulate.
- may be made for any amount in any freely traded currency.
- working day means the day when banks are open for business both in London and the financial centre of the currency being sent.



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All banks apply different cut off times for the processing of payments in foreign currencies so we are unable to guarantee when the recipient's bank will show the monies that you have asked us to send.

We normally make a charge for sending money abroad and this will be debited from your account when your payment instruction is processed, however there is not a charge for Euro payments sent to countries within the European Union. Additional charges may be levied by correspondent/beneficiary banks involved in the transaction over and above the charge you pay to us for this service. These will be debited to your Account at a later date. We will endeavour to notify you of any such charges, but it is your responsibility to ensure that you have sufficient funds for both the money that you are sending and the charges.

We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error.

You cannot normally cancel a payment sending monies abroad after we have accepted your instruction. Any refund of the amount retrieved will be made net of any incidental expenses.

If a payment is returned to us, we will convert the amount at the exchange rate applicable at that date and credit it to your Account.

7.9 Cancelling a domestic payment instruction

You can cancel Direct Debits and future-dated payments, including internal transfers and Standing Orders, provided you do so up to 3pm the Working Day before the payment is due. You can cancel these by using our online or telephone banking service.

If you want to cancel Direct Debits you should also tell the organisation or retailer which receives the Direct Debit as you have a separate contract with them, and they are likely to have their own terms governing your payments to them.

Unless we say differently in these Terms, you cannot generally cancel your instruction after the time we have received it, or we are treated as receiving it in line with these terms (please see the section above on making and receiving payments for further information on timing of receipt of instructions).



7.10 When we may refuse to make a payment

We will refuse to make a payment if you have insufficient funds in your account and/or do not have an authorised overdraft.

We may also refuse to make a payment or suspend or stop your use of a payment service for other reasons set out in this section. If we are going to refuse to make a payment or suspend or stop your use of a payment service, we will try to contact you using the contact details that we hold for you. (For a card payment, the organisation, retailer or cash machine will also tell you that the card has been refused.) We will tell you why we are taking this action and, if appropriate, what you can do to put things right. We will not contact you or provide reasons for our actions if it would be unlawful to do so or if we reasonably consider that it would affect our security procedures. We also will not contact you and provide reasons for our actions if there is not enough money in your Account.

If you consider that the reasons which led us to take this action no longer apply, you can contact us to ask that we allow the payment or use of the relevant payment service (for example, by issuing you with a replacement card if we have not already done so). From time to time we receive legal orders or notices to hold customers' money for someone else or to pay it to someone else. If this happens in relation to you, the money available to the other person will be what is left after we add up amounts, we owe you on your affected Accounts and take off amounts you owe us. This will include any interest arising after the legal order or notice.

We may do one or both of the following. We may refuse to act on any instructions given by you or anyone else to make any payments out of your account, unless you have an appropriate court order, or we may set up a separate account in your name which any of your future payments will be paid into, if:

- a petition for a bankruptcy order is presented against you;
- you make a proposal to your creditors for a voluntary arrangement; or
- any of the reasons in the section on Suspending or stopping our services apply.

7.11 Unpaid Items

If we have to return three or more items unpaid due to insufficient funds, we may close your Account upon 30 days written notice. We will return any credit balances on the Account. If the Account is overdrawn, we will require you to pay any money owed to us.

We may return a cheque or other item unpaid if it will make your Account go overdrawn or over any agreed overdraft limit. A charge may be made for this. If we do pay the cheque, other item or card transaction and your Account goes overdrawn or over any agreed overdraft limit, this does not mean that we have agreed an overdraft or increased any existing overdraft. The overdrawn balance or the amount in excess of your agreed overdraft limit must be repaid immediately. If you are unable to do this, you must contact us to discuss the matter at the earliest opportunity.

If we have allowed you to overdraw your bank Account, we may not always advise you in writing, or by any other means of communication.



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8 Savings accounts and interest

You can make regular savings into your savings account by Standing Order or by direct credit using the paying in book which can be provided upon request. It is your responsibility to ensure that there are sufficient funds available to meet such payment instructions and you may be charged if there are not. Deposit accounts must always remain in credit. If there is at any time a debit balance, then we will be entitled to charge interest at our standard overdraft rate and to close your account upon 30 days written notice.

Interest is calculated daily and is applied quarterly at the end of March, June, September and December.

9 Payments from your account by cheque

There is important information about the security of your cheque book written on the inside of the cheque book cover and this forms part of these Terms.

You can only write cheques in the currency of your account, and if there are funds available which remains your responsibility to check prior to writing a cheque. You should not rely on incoming funds to cover cheque amounts you intend to send if your funds are insufficient on the day of writing a cheque.

When you issue a cheque on your account, the amount will normally be deducted from your account two Working Days after the recipient pays it into their account, e.g. the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank.

When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery. Clearly write the name of the person you are paying the cheque to and any reference you have been asked to provide, e.g. Inland Revenue, Account J Jones or AAA Bank, and Account J Jones.

You must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.

If your cheque book or cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must telephone us straightaway on 020 7398 5400 during our office hours or send an i-mail message via our internet banking service.

If we receive for payment one of your cheques that is more than six months old, we may, but do not have to, pay it. We will contact you with our decision. We will keep copies of your cheques paid from your account for five years.

The 'central clearing cycle' is the time taken for money paid from your Account to be deducted or added. There are special arrangements for foreign cheques, please see the section "Foreign Deposits" below.



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10 Payments from your account by other means

The UK Payment Services Regulations oblige Payment Services Providers (PSPs) such as Banks to ensure that electronic payments sent in sterling or euro within the European Economic Area (including the UK) arrive within the beneficiary's bank or PSP no later than the close of business on the next Working Day. An extra Working Day is allowed when payment instructions are given in paper form.

The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

These timescales are the maximum time it should take. If the bank you are sending the money to is part of the Faster Payments Scheme as outlined above, the payment can arrive within a matter of hours. Please ask if you would like further details of how long your payment will take.

There are three exceptions when payments may take longer:

- if instructions are received on paper it may take an extra day to action your request
- if the instruction is received after our daily cut off time of 3pm or on a non-Working Day, we will begin processing the payment on the next available Working Day. The above time limits will commence from that date.
- if payments are made in certain foreign currencies different rules apply see the section above, "sending money overseas".

We will not delay carrying out your payment instructions provided we believe your instruction is genuine, clear, legal, and that you have cleared funds by the close of business. However, we cannot guarantee the time it will reach your intended recipient's account.

In assessing the amount of cleared funds on your account, we consider any other payments we have made or agreed to make from your account, or which have already been authorised, such as card transactions.

You can instruct us to stop or cancel a payment if:

- the amount has not yet been taken out of your account
- we have not told the person to whom it is payable or their bank that it will be paid,
- it is not cash or a card payment.

We set out any related charges in our Fee Information Document.



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If you make payments in a currency other than the currency of your account, it might not be possible to convert the amount and complete the transaction on the day of your instructions. We will use the reference exchange rate applicable on the day of conversion as referenced in section 7.8. If the transaction is conditional on the exchange rate for conversion or on the date of completion you must tell us when giving us your instructions.

In the event that a petition for a bankruptcy order is presented against you then you agree that we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless you have previously obtained an appropriate order from the Court or set up a separate account(s) in your name to which any of your future payments will be credited. In the Channel Islands and Isle of Man, local legislation will apply.

11 Unauthorised or incorrect payments from your account

This clause does not apply to cheques. If you notice a cheque payment has been made from your account that is incorrect or you didn't sign, please contact us as soon as possible and we'll investigate this.

- An incorrect payment is a payment that hasn't been sent to the person or account you specified when you instructed us to make the payment.
- An unauthorised payment is a payment from your account which wasn't authorised by you or someone you've authorised to make payments from your account

If you notice an incorrect or unauthorised payment on your Account, you must call us immediately.

If you notify us of any incorrect or unauthorised payment, applying industry standards, we'll investigate this and let you know whether you're entitled to a full or partial refund. This will usually be no later than 15 working days after the day you told us but may take longer in exceptional circumstances. If you're entitled to a refund, we'll then give you this without delay.

We will not make a refund if:

- we can prove that the recipient's bank received the payment or that we made the payment using the details you gave us;
- we know you've been grossly negligent (acted with a very significant degree of carelessness) or we reasonably suspect fraud on your part; or
- you don't tell us within 13 months after it was made. (This doesn't apply to unauthorised payments made using an overdraft)



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We can take back refunds if:

For an incorrect payment:

- we can show that the payment was received by the recipient's bank.

For unauthorised payments:

- you acted fraudulently; or
- it was made because you intentionally or with gross negligence failed to keep your payment device safe (e.g. you knowingly gave your card and PIN number to someone else).

If we can prove that you have acted fraudulently, you are responsible for all payments from the Account. If we can prove that you've been grossly negligent, you're responsible for all payments from your account until you've told us that your payment device or security details have been lost, stolen or that you suspect misuse.

We will be responsible for unauthorised payments or fraud on your account (unless you've acted fraudulently);

- if someone else uses your card before you receive it;
- after you've told us that your card or security details have been lost or stolen or misused;
- if we haven't provided a number for you to tell us that your card or security details have been lost or stolen; or
- if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

If you tell us about an incorrect payment more than 13 months after it was made or gave us the wrong payment details, we won't give a refund but, if you ask us, we'll contact the bank that received your payment to try to recover the money. We may charge our reasonable costs for doing this, but we'll tell you the maximum amount you'll pay first.

If the payment was to another bank in the EEA and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the funds so you can try to recover them yourself.

For some card payments in the EEA if you're a Small Business or Small Charity Customer and you've made a card payment, you can ask us to refund it if:

- the payment was made in the EEA;
- you didn't agree the actual payment amount;
- the amount charged to your account was higher than you reasonably expected, considering previous spending patterns and the particular facts of the case; and
- you make the refund request within eight weeks of the date when the payment was charged to your account.



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We'll investigate your claim and may ask for information which we reasonably need. Within 10 working days of your request (or receiving information we've asked for), we'll either refund the payment or tell you why we're not.

You aren't entitled to a refund if you gave consent for the payment directly to us and, at least four weeks before the payment was made, you were given information about the transaction by (or it was available from) us or the retailer.

If you're a Small Business or Small Charity Customer and we give a refund for any reason, we'll refund the payment and any interest we charged (or pay any interest that we'd have paid) so you're in the position you would've been in if the payment hadn't been made.

If you're a Larger Corporate Business Customer and we give you a refund for an incorrect payment, we'll refund the amount of the payment but won't refund any interest you didn't receive or charges you incurred due to the incorrect payment.

If we give a refund but later find you weren't entitled to it, we'll reverse it so you're in the position you would've been in if we hadn't refunded you.

12 Payments into your account by mistake

We'll take back any money we pay into your account by mistake or due to a systems error.

If we're told that a payment from within the EEA wasn't meant for you (e.g. if the payer used the wrong account number) we'll contact you. If you tell us the payment wasn't a mistake, we're legally required to share all relevant information with the paying bank (if it asks us), including your name, address and transaction information, so that the payer can contact you directly. In all other cases, the steps we'll take will depend on how the payment was made and where it came from

If the money has been in your account for 2 months or less, we will limit access for 15 working days and tell you we've done this, so that you have time to show us it was meant for you before we return it to the paying bank. If the money has been in your account for more than 2 months, we will contact you before limiting access to the money or returning it to the paying bank.



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13 Bank charges

We do not make any charges for the basic operation of an account with us, but there are charges for certain services. For further information about our charges please see our Fee Information Document, Business Current Account Important Information sheet or telephone our office during normal working hours at 020 7398 5400.

14 Foreign deposits

All foreign cheques for credit to your account are to be sent to Reliance Bank Limited, Faith House, 23-24 Lovat Lane, London EC3R 8EB.

By 'foreign cheques' we mean cheques drawn in a foreign currency (whether on a bank in the UK, Channel Islands, the Isle of Man or abroad) or cheques drawn in sterling on a bank abroad. This also includes other forms of non-electronic foreign payments.

We may agree to negotiate a foreign cheque although we are not obliged to do so. This means that we may add to your account either the full amount or the converted amount. If it is returned unpaid, we will have 'recourse' against you (and anyone who has signed or endorsed it) and we can deduct from your Account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction.

We are not able to accept foreign currency in cash. If you want to pay in a cheque of one currency into an account in another currency, we will convert the amount at our applicable rate of exchange. Currency cheques are sent for collection and may take up to 28 days. A charge is payable for this service. You will be informed of the charge when the item is paid in. Details of charges are also available via our website or over the telephone.

For a foreign cheque negotiation, we will deduct our Fees when you pay it in, and if it is returned, we may deduct a further fee. Agents' fees may be payable whether the cheque is paid or not.

We may decide or agree to send a foreign cheque for collection by either:

- sending it directly to the bank on which it is drawn and credit your account once we have received payment, or
- passing it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent in that country to do this for us. We will credit your Account with the amount of the foreign cheque when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your Account.

If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, we will not be responsible for any loss in exchanging the proceeds into the currency of your Account.



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The Uniform Rules for Collections, as published by the International Chamber of Commerce, apply to any negotiation or collection of foreign cheques or other forms of foreign payment.

You must sign the back of any foreign cheque you pay into your account. Your signature should be in the same form as your name on the front of the cheque irrespective of whether this is your usual signature.

For a foreign cheque collection, we will deduct a fee from the proceeds when we receive them or, if it is not paid, we may charge a fee when we receive the unpaid cheque. Our fees will include any charges made by our agents and/or the bank on which the cheque is drawn.

15 Current account overdrafts

You must keep your bank account in credit unless we have agreed an overdraft facility. You may apply for an overdraft by completing and submitting an overdraft application form and it will be within our sole discretion using the information we hold on you as to whether we apply an overdraft facility and, if we do, what the limit will be.

That is, overdrafts are sanctioned upon application at the discretion of the Bank if you meet the affordability criteria and it is suitable for your purpose and banking needs.

If you're a sole trader, you're personally responsible for any money your business borrows.

For partnerships, personal representatives or trusts, each partner, personal representative or trustee is jointly and individually responsible for money borrowed when they were in that position (even if they aren't any more). The only exception is if we've agreed something else in writing. We may demand repayment of money borrowed by an organisation from any or all these individuals.

For companies, limited liability partnerships or other incorporated bodies, and clubs, societies, associations, charities and other unincorporated bodies (except partnerships, personal representatives and trustees), individuals aren't normally responsible for money their organisation has borrowed unless they've given personal guarantees.

In each case, you're also responsible for contingent liabilities. This is money that you might owe us in the future because of a legal obligation you have to us now. For example, you might ask us to give a guarantee in your favour to someone else. If we must make a payment as your guarantor, you agree you'll pay us what we've paid them. Because it may never happen, that obligation to repay us is a contingent liability.

Where you have contingent liabilities:

- we may take money from your account to meet any amount you owe us due to a contingent liability no longer being contingent (e.g. becoming an actual liability);



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- we may take money from your account and hold it, to cover the amount of any contingent liabilities you have to us (e.g. we might only agree to give a guarantee for you if you give us money upfront to cover the amount we may need to pay out as guarantor); and
- we can hold money to pay for contingent liabilities without telling you in advance, if we have good reasons to think you might otherwise not be able to pay.

If we decide to do any of the above, we'll work out how much we need to cover your contingent liabilities in good faith based on current market rates. We'll also tell you what we've done, and when and why we did it.

If we agree to lend you money, provide advice or some other kind of assistance, this does not mean that we are advising you that your business or proposition will succeed. The decision as to whether you proceed is yours.

We recommend that independent advice is taken from your Accountant, solicitor, valuer and/or other professional advisor before you provide security. You should also consider seeking such advice before you go ahead with any borrowing or other proposition.

If we agree to a formal request for an overdraft from you or a request for a loan, we will confirm our agreement in writing in a facility letter or offer document. This document will normally set out in addition to the general terms and conditions and any special conditions that may apply:

- The amount we will be lending you.
- The debit interest rate being charged.
- Fees we may charge for agreeing, reviewing and/or continuing your overdraft or loan.
- How and when the borrowing must be repaid; and
- Any security we require.

If any accounts you hold with us in the name of one legal entity are in credit, we may use them to reduce or repay any amounts you owe on other accounts in the same name of the legal entity whether those accounts are in the same currency. We will give you a reasonable opportunity to pay any outstanding sums before we do so and will tell you why and when it was done as soon as possible afterwards.

16 Arranged overdrafts

If you have applied for an overdraft and we approve your application, we will give you a letter setting out the terms of any agreed overdraft facility, including interest terms, and the agreed limit. When your account is overdrawn within the agreed overdraft limit, you must continue to make regular payments into your account which you told us about in your Application and notify us if this was to change.

We will charge interest at the arranged overdraft rate whenever your account goes overdrawn, on the amount by which it is overdrawn. We will continue to charge this rate until there is a cleared credit balance on your account. Interest is calculated daily on the debit balance of your account, and this charge will be deducted from your Account 19 calendar days following the end of the quarters ending March, June, September and December



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or the next Working Day after. If we must make full demand for repayment of the overdraft any applicable interest may be debited immediately.

You do not need to re-apply each year, as we will undertake an annual review and confirm to you in writing whether the facility has been renewed. However, we may decide not to renew your overdraft facility and we will give you 30 days' written notice of this decision which will allow you to make alternative arrangements and/or settle the overdraft debt. If you believe you will have difficulties in doing so, you must contact us.

We reserve the right to cancel or reduce the overdraft facility at any time if you do not comply with the terms and conditions of your agreement.

17 Unarranged overdrafts

If you have made payments (by any of the means described above) and there are insufficient funds in your account and we, in our sole discretion, agree to process these, instead of refusing the payment instruction, then we will charge interest at our unarranged overdraft rate on the amount by which it is overdrawn, and continue to charge this rate until there is a cleared credit balance on your account. You will be notified of the excess amount on your account by phone, email or secure i-bank message within one working day.

Interest is calculated daily on the debit balance of your account. It will be deducted from your account 19 calendar days after the end of the quarters ending March, June, September and December or the next Working Day after. If we must make full demand for repayment of the overdraft any applicable interest may be debited immediately. Before we deduct interest from your account, we will give you at least 14 days' notice of how much will be debited to your account.

The overdrawn balance or the amount in excess of your agreed overdraft limit must be repaid immediately. If you are unable to do this, you must contact us to discuss the matter at the earliest opportunity.

18 Interest and changes to the rate we pay you

- You will receive interest, when appropriate, at the rate applicable to your account; we calculate interest daily on the cleared balance. If we are going to change a variable interest rate that we pay you on any account we will tell you personally at least 2 months before we do so. However, if the change is to your benefit, we will tell you by publishing the new rates on our website at the earliest opportunity and in any event within three Working Days of making the change.
- If you are not happy with a change to a variable rate, you can (at any time up to the date it is due to take effect) close or switch your account in accordance with the terms of this agreement without paying any penalty or other charges. If you do not do so, we will consider that you have agreed to it.
- *Overdrafts:* The interest on our overdrafts is variable and we can change these at any time. If a change is to your benefit, we may make the change immediately and give you notice afterwards. If the change is to your disadvantage, we will give you at least two months' notice of the change.



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19 Changes to fees and costs

Unless your account is for a fixed term, we can at any time vary the Fees and/ or Costs set out in our Fee Information Document (in accordance with the notice below) for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply soon):

- to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities;
- to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice with which we intend to comply; and
- to enable us to harmonise, in a reasonable manner having regard to the interests of our investors, the Fees and Costs concerned following any acquisition or transfer of deposit or savings Accounts or any takeover of, or merger with, another deposit taker or savings provider.

If we change the Fees and/or Costs, we will give you at least two months' notice in writing. If the change is to your disadvantage, you will have two months from the date of notification to close your account without notice, loss of interest and without any Fees and/or Costs for withdrawal, which would otherwise be due.

Where we give you notice of a change under condition b) above, the change will automatically take effect unless your account is for a fixed term period, in which circumstance the change will take effect at the end of the fixed term (or, if later, two months from the date of receipt of the notice).

If you do not agree to the change, you must notify us in writing in accordance with the timeframe in b) above, in which case, we will take this as notification that you wish to close your account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due. If we do not receive such notification, it will be taken that you have accepted the change.

20 Telling you about other changes

Where we make a material change to these Terms (other than a change to the interest rate or a change to Fees and/or Costs), we will give you at least two months' written notice by post or by email if you have provided an email address.

Where we give you notice of a change under condition a) above, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing or by email that you do not agree to the change as soon as possible and in any event before the end of the two-month period. If you notify us that you do not accept a change, we will take this as notification that you wish to stop using the functionality to make Electronic Payments on your Account immediately. If you subsequently use the functionality to make Electronic Payments on your accounts again, you will be deemed to have accepted the change.



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21 What if something goes wrong?

21.1 Tell us about problems early

You should monitor your account regularly using internet banking, or by checking your statements when you receive or access them.

You should tell us immediately if you notice any errors on your account; experience any problems with our services; or otherwise become aware of any unauthorised transaction or failed or incorrect payment on your Account.

If you become aware of any suspect or unusual transactions and fail to tell us as soon as you are able to, and in any event no later than 13 months after the date any transaction was taken from your account (or, in the case of a failed payment, ought to have been taken from your account), it may affect your right to have the errors corrected and may mean that we are not responsible for any loss or damage you suffer.

21.2 Transactions you did not authorise

We will be responsible for any payment transaction that you did not authorise, unless:

- you have acted fraudulently;
- you allowed another person (other than a Third-Party Payment Service Provider) to use your card, PIN or other security information who is not authorised by you in line with these Terms;
- you suspect your chequebook or cards have been stolen or lost (or intercepted before being delivered to you) and you deliberately or with gross negligence have not told us;
- you have revealed to someone else (other than a Third-Party Payment Service Provider), or written down, your PIN number or other security information used for online and telephone banking;
- you allow someone else to use your personal computer;
- you change your mobile phone number, email address or other details which we use to contact you and do not update us;
- (in the case of a cheque) you failed to take reasonable care when writing the cheque; or
- you have entered the incorrect details when making a payment.

We will issue you with an immediate refund if you tell us that you did not authorise a payment transaction unless the facts suggest that we may not be responsible for it and that it is appropriate for us to investigate the transaction further. We will investigate the transaction and decide as quickly as possible whether we are or may be responsible. You should tell us as soon as you notice any suspicious or unauthorised activity on your account in line with the section on 'Telling us about problems early'.



If we issue you with a refund, we will pay you the amount of the unauthorised transaction and any resulting interest and charges applied to your Account (or credit you for any interest that would have been due to you). If we have investigated the transaction, we will make sure that you do not suffer any loss because of the delay in reaching our decision. If we then prove that we are not in fact responsible for an unauthorised transaction, we will explain to you how we have reached this decision and we may take from your Account the amount of any refund or other payment we have made to you.

21.3 Liability

Provided you have properly notified us where you believe either (i) your account Documents are missing, lost, or stolen, (ii) your account is being used by someone else; or your security information has been compromised in circumstances that you could not have foreseen/controlled, your maximum liability will be £35. You will not be liable for any losses incurred in respect of unauthorised transaction(s) after we have received your notification.

Your liability will be unlimited where you have acted fraudulently, been negligent or you have failed to provide us with appropriate notification as per these Terms.

We will not be liable for any loss you may suffer of any kind whatsoever if we are unable to operate your account or fulfil our obligations to you because of any abnormal or unforeseeable circumstances beyond our control, for example, delays or failures caused by industrial action, problems with another system or network or mechanical breakdown.

21.4 Payment mistakes, late payments and fraudulent transactions

If we have made a payment incorrectly (against your instructions), we will restore your account to the position it would have been had the incorrect payment not been made. If the incorrect payment results in you being charged by the person receiving it, we will compensate you for the charges made.

If we have made a payment late, we will contact the operator of the payee's account to request that the relevant funds are credited to the payee's account no later than the date on which the funds would have been credited to the payee's account had the payment been made on time.

When you give us an instruction to make a payment, we will rely on the unique identifier you provide. You are responsible for checking you give us the correct unique identifier, for example, a sort code and account number. For a foreign currency payment, we will need an IBAN number and BIC code. If you provide us with an incorrect unique identifier, we will not be responsible for refunding the incorrect payment, however we will make reasonable efforts to recover the relevant funds on your behalf. If we are unsuccessful in recovering the relevant funds we will (on written request) provide you with all the available relevant information we possess for you to attempt to reclaim the payment yourself.



If we are made aware that a payment into your account may be fraudulent or a mistake, we may take or recover this payment from you. This may happen even if:

- the funds are included in the balance of your account;
- you have used them to make a payment; or
- you have transferred or withdrawn all or part of the funds.

If the fraudulent or mistaken payment is paid into one of your savings accounts and taking out an amount would cause a debit balance to arise on that Account, we may close your savings account and take from your current account an amount equal to the debit balance that would have arisen on the savings account. We may be entitled to make a charge if taking the payment from your current Account takes you over your overdraft limit – please see your Product Terms for more details.

If you do not have a current account with us, we will take from a separate account (which we will set up in your name) an amount equal to the debit balance that would have arisen on your savings account if we had taken the full amount from your savings account. We may then require you to immediately repay the debit balance on this separate account at any time.

21.5 Claiming back a loss from us

If you suffer a loss because of something we have done or failed to do, you will usually be entitled to claim back that loss from us. However, there are some exceptions where you will not be able to claim from us and they are as follows.

- Loss of:
 - business;
 - profit;
 - opportunity; and
 - goodwill.
- Loss where you have acted fraudulently or negligently.
- Loss where you have given us details which are wrong or insufficient (for example, the wrong payee details).
- Any loss we could not reasonably have foreseen when you gave us an instruction.



22 Ending this agreement

22.1 If you decide to close your account with us

You may end this agreement, close an account or stop receiving a service or other facility, at any time. You can end this agreement by writing to us or using our internet banking secure mail service. In some situations, and subject to us having received the relevant and completed powers of attorney or third party mandates you can phone us or email us.

If you have opened an account for a set period, you may have to wait until that period expires and you may have to pay charges if you end it early or withdraw your money early.

22.2 If we decide to suspend or to stop providing our services to you

For any of the reasons set out below, we may:

- suspend, stop or reduce a service, facility or an account we provide;
- recall or not make a payment;
- refuse to follow, or ask for confirmation before following, an instruction;
- delay (or refuse) opening or closing your account; or
- delay (or refuse) withdrawals or payments to or from your Account or paying you interest.

We may take any of the above actions for the following reasons:

- if we are required to take action to recover money you owe us (see the set off section below) to comply with the law as enacted from time to time or because a court or other authority tells us to act in that way.
- if you have significantly or persistently broken the terms set out in this agreement.
- if you are not eligible (or no longer eligible) for an account, service or facility.
- if we think that:
 - someone else may have rights over money in your account;
 - there has been fraud or other suspicious activity involving your account (or we suspect this is the case);
 - a mistaken payment has been made to or from your account;
 - there is a factual error in your payment instruction, or your instruction is unclear, or you have failed to provide the information we need to make the payment;
 - security has been breached or we are uncertain whether an instruction has in fact been given by you (or someone on your behalf);
 - you have used, are using or getting, or may use or get a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so; or- we need to carry out that action, so we avoid breaking any legal requirement or avoid action from any government, regulator or international body.
- if you have not met our anti-money laundering requirements.



- if you have failed to pay any money you owe us when due or, where we have lent money to you, we think that there is a significantly increased risk that you may be unable to repay us what you owe.
- if a petition for a bankruptcy order is presented against you.
- if you make a proposal to your creditors for a voluntary arrangement.
- if you die or become of unsound mind.
- if you made any statement when applying to open an account which is false or misleading.
- if you are abusive, offensive or violent towards a member of staff
- if you haven't used your current account for 12 months

We may close an account or stop providing a service or facility or end this agreement and we may do so immediately. If we suspend a service or close your Account(s), we will take reasonable steps to reduce the inconvenience to you. If we can, we will tell you before we suspend the service or close the Account (usually giving you one month's notice). This does not include the expiry of fixed-term Accounts such as savings bonds where we will not give you any notice.

23 What to do if you are not happy with our service

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please allow us the opportunity to resolve your concerns. You can inform us of your complaint by contacting our Customer Experience Team.

We promise to do everything we can within our ability to resolve your complaint, if we can, and to correct matters as quickly as possible, although complex issues may need longer. If our investigation is going to take longer than 3 Working Days, we will write to let you know. We aim to have more complex issues resolved within 15 calendar days of receipt. If we think it is going to take longer, we will tell you and let you know if your complaint is eligible for referral to the Financial Ombudsman Service. We aim to have a full response for such cases within 35 days. If we have not been able to resolve your complaint within 35 calendar days of receiving it, or if you are unhappy with our final response, you can refer your complaint to the Financial Ombudsman Service, which provides a free, independent complaint resolution service. Our response will outline any deadlines you have to make such a referral.

You can contact the Financial Ombudsman Service by writing to them at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
Isle of Dogs
London E14 9SR

Or you can visit their website at www.financial-ombudsman.org.uk or call them on 0800 023 4 567 (free to call from mobile phones and landlines).

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.



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