

## TERMS AND CONDITIONS

### Personal Current Account

When you operate a Personal Current Account (the “Account”), you agree to these Terms and Conditions. You should read these Terms and Conditions carefully and retain a copy for future reference. 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](http://www.reliancebankltd.com).

These Terms and Conditions form a legal contract between you and us for the operation of our personal current accounts.

### 1 Definitions

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

<b>Account</b>	The current account
<b>CHAPS</b>	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)
<b>Costs</b>	Costs and expenses incurred under these Terms
<b>Direct Debit</b>	An instruction you give to a beneficiary to collect an amount directly from your Account
<b>Electronic Payment</b>	An electronic payment 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
<b>Faster Payment</b>	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
<b>Fees</b>	The fees that we charge for any service that we provide in connection with the Account and listed in our “Personal Current Account Fee Information Document” published on our website.
<b>Power of Attorney</b>	A legal document which gives authority to another person to act on your behalf
<b>Product Terms</b>	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.
<b>Reliance / we / our / us</b>	Reliance Bank Limited
<b>Standing Order</b>	A payment to or from an Account, usually on a regular basis, to another specified bank or building society account (including another Reliance Account)
<b>Working Day</b>	Any day which is not a Saturday, Sunday or a bank / public holiday in the UK
<b>You / your</b>	The account holder(s) in whose name(s) the account is held

**Registered Office:** Reliance Bank Limited, Faith House, 23-24 Lovat Lane, London EC3R 8EB  
Registered in England No. 68835. Reliance Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

## 2 General

- 2.1 The Account is only available to personal customers.
- 2.2 A joint account may have up to 3 account holders.
- 2.3 All applicants, including all joint account holders, must be at least 18 years of age, and be residents of the UK.
- 2.4 We may change our banking hours, office, banking practices and similar matters by giving you notice by post, email, secure digital messaging or via our website.
- 2.5 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.
- 2.6 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.
- 2.7 Each of the provisions of these 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.
- 2.8 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.
- 2.9 English law will apply to these Terms and Conditions. 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.
- 2.10 You can access counter services through NatWest and/or RBS branches. They may charge for this service and if so, these charges 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.
- 2.11 It is your responsibility to ensure that you have sufficient funds in your Account to complete any payments and you may be charged by us and/or by the recipient if you do not.

## 3 Joint Accounts

- 3.1 If you open an account in joint names, this agreement applies to you both. We can accept instructions from any one of you or either of you.
- 3.2 If we issue each of you with a debit card, you will be authorised to give payment instructions without authority from the other Account holder.
- 3.3 We will act on instructions from any one of you, even if this is without the knowledge of other joint account holders.
- 3.4 We can use money in your joint Account to pay what any one of you owes us on an account in a sole name.
- 3.5 If one of you tells us there is a dispute between you, we may suspend further transactions and access to services such as online banking. We may continue to pay card transactions. We may need the authority of all of you before accepting any further instructions.
- 3.6 If one of you dies, any money or other assets we hold in the joint Account will be owned by the other Account holder and they can continue to operate the Account. It will not be part of the estate of the customer who has died.
- 3.7 We will not be held responsible for the actions of each account holder where you do not agree with your joint account holder's actions which may include withdrawing the balance.

## **4 Paying into and making payments from your account**

- 4.1 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 and accept responsibility for the payment. 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 process it until the next Working Day. If you send us instructions or cancel the instructions by post, we will not receive them until we open your letter.

## **5 Cash Payments**

- 5.1 Cash can only be paid in by using your paying-in book at any Post Office, 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. In some circumstances we may need extra identification to prove you own the Account.

## **6 Cheque Payments**

- 6.1 We only accept cheques that are payable to you into your account.
- 6.2 The clearance of cheques will take 2 Working Days. Day 1 is the Working Day cheques are paid in, with funds available on Working Day 3. We can only accept responsibility for payments into your Account after we have received and checked them.
- 6.3 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 inform you.
- 6.4 Provided items for credit to your account are received by us on a Working day and before our cut-off time of 3pm, we will process them on that date.
- 6.5 If you issue a cheque from your Account and there are insufficient funds to pay the recipient, or a cheque is paid into your account and returned unpaid, we will notify you and we will make a charge for this as set out in our Personal Current Account Fee Information document.
- 6.6 You can tell us to cancel a cheque, only if you tell us before we are asked to pay it by the recipient's bank. We will need you to advise us the cheque number, the amount, the date and the name of who it was made out to. We will charge you for this service.
- 6.7 Unused cheques in your cheque book belong to us. You must destroy them or return them to us when your account is closed by either you or us. If you no longer need any unused cheques, please let us know. We will then cancel any unused cheques, and you should destroy or return them to us.
- 6.8 You can only write cheques in the currency of your account, and if there are funds available.
- 6.9 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. 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.
- 6.10 If a cheque that you issue is paid over the counter, the amount will be deducted from your account on the same day.

- 6.11 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.
- 6.12 You must not write a future date on a cheque as it may not prevent the payee from paying it into their bank before that date.
- 6.13 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 a digital banking message.
- 6.14 If we receive one of your cheques for payment that is more than six months old, we will not pay it. We will contact you with our decision.
- 6.15 We will keep copies of your cheques paid from your account for five years.

## **7 Debit Card**

- 7.1 We will issue you a debit card when you open a personal current account, upon request.
- 7.2 Separate cards may be issued to joint account holders where individual signing rights exist; all relevant terms and conditions apply jointly and severally to all cardholders.
- 7.3 Your debit card can be used to withdraw cash and make payments in the UK and abroad. Foreign transactions will be converted to GBP at the Visa exchange rate.
- 7.4 Additional charges apply for transactions made outside Europe.
- 7.5 Your debit card will be renewed periodically, and you will be notified in advance.
- 7.6 If your card is lost, stolen, or damaged, we will replace it promptly upon notification.
- 7.7 The card remains the Bank's property and must be returned or destroyed upon request or when no longer valid.
- 7.8 All card-related liabilities incurred prior to termination remain payable; we may require a minimum balance until all outstanding transactions are settled.
- 7.9 You will receive a personal identification number (PIN) with your debit card.
- 7.10 You must keep your PIN safe and not share it with anyone. You can change your PIN at most cash machines. We will not disclose your PIN to anyone else.
- 7.11 Debit card payments made in the UK are usually debited the next Working Day.
- 7.12 You can set up recurring card payments with retailers or service providers. If a recurring card payment is authorised, we guarantee the payment to the retailer.
- 7.13 Recurring payments will be made on the future date given by the retailer.
- 7.14 If the recurring payment date is not a Working Day, payment will occur on the next Working Day.
- 7.15 We treat the day before a scheduled recurring payment as the time we receive it.
- 7.16 You may request to cancel or stop a recurring payment through us. We will act promptly on your instructions to stop a card payment.
- 7.17 You can access your debit card transaction history through online banking. We will provide you with transaction details on your debit card use.
- 7.18 If you dispute a debit card payment, we will investigate and provide support.
- 7.19 In case of fraud, we will refund amounts promptly, under the APP Fraud regime.  
See section 19.7 below.
- 7.20 We will notify you immediately if we detect suspicious activity on your card. We may block your card temporarily to prevent fraud or misuse.
- 7.21 Replacement cards are typically delivered within 5 to 7 Working Days.
- 7.22 Contactless payments may be made using your card, subject to transaction limits.

- 7.23 We may set daily or transaction limits on your card for security reasons.
- 7.24 You must inform us immediately if your card is lost or misused.
- 7.25 We reserve the right to withdraw or restrict card services with prior notice where possible.

## **8 Faster Payments**

- 8.1 'Faster Payment' is a form of electronic transfer allowing you to make payments online that are typically complete within 2 hours. However, payment is not guaranteed on the same day and can take up to 24 hours.
- 8.2 If the instruction is received after our cut-off time at 3pm, it will be processed on the next Working Day.

## **9 Direct Debits**

- 9.1 A Direct Debit allows another organisation or retailer to collect money from your account. To set up the Direct Debit, you need to sign a mandate with 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 from some mistakes by the Direct Debit Guarantee Scheme. Details are available at [www.directdebit.co.uk](http://www.directdebit.co.uk).

## **10 Standing Orders**

- 10.1 Standing orders are a way of paying bills and making other regular payments from your account. You can instruct us to make Standing Order payments in writing or through our Digital 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.
- 10.2 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.

## **11 CHAPS Payments**

- 11.1 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. If instructions are received after 3pm or on a non-Working Day, then the payment will be received by the person that you are paying on the next Working Day.
- 11.2 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.
- 11.3 There is a charge for making a CHAPS payment. Please see our Personal Current Account Fee Information document for the latest fees.

## 12 SWIFT Payments

- 12.1 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 Personal Current Account Fee Information document. SWIFT payments coming into your account will be covered by our exchange rate.
- 12.2 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. If you set up the payment on our digital banking platform, it will show the payment details at the prevailing exchange rate.
- 12.3 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 recognise receipt of the monies that you have asked us to send.
- 12.4 We will notify you of any additional charges levied by correspondent/beneficiary banks involved in the transaction in addition to the charge you pay to us for this service. These charges will be debited to your Account at a later date.
- 12.5 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.
- 12.6 You cannot normally cancel a payment sending monies abroad after we have accepted your instruction. Any refund will have all incidental expenses deducted from the amount retrieved.
- 12.7 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.

## 13 Payments from your account by other means

- 13.1 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. However, we cannot guarantee the time it will reach your intended recipient's account.
- 13.2 If the bank you are sending the money to is part of the Faster Payments Scheme, the payment can arrive within a matter of hours. Please ask if you would like further details of how long your payment will take.
- 13.3 There are three exceptions when payments may take longer:
  - i. if instructions are received on paper, it may take an extra day to action your request,
  - ii. 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,
  - iii. if payments are made in certain foreign currencies different rules apply.
- 13.4 You can instruct us to stop or cancel a payment if:
  - i. the amount has not yet been taken out of your account,
  - ii. we have not told the person to whom it is payable or their bank that it will be paid,
  - iii. it is not cash or a card payment.
- 13.5 We set out any related charges in our Personal Current Account Fee Information document.
- 13.6 If the transaction is conditional on the exchange rate for conversion or on the date of completion you must tell us when you give us your instructions.

- 13.7 In the event that a petition for a bankruptcy order is presented against you then 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.

## **14 Cancelling a domestic payment instruction**

- 14.1 You can cancel Direct Debits and future-dated payments, including internal transfers and Standing Orders, provided you do so up to 3pm on the Working Day before the payment is due. You can cancel these by using our digital or telephone banking service.
- 14.2 If you want to cancel Direct Debits or recurring payments 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.
- 14.3 In normal circumstances, you cannot cancel your instruction after the time we have received it.

## **15 When we may refuse to make a payment**

- 15.1 We may refuse to make a payment if you have insufficient funds in your account.
- 15.2 If we are going to refuse to make a payment or suspend or stop your use of a payment service, we will attempt to contact you using the contact details that we hold for you. 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:
- i. It would be unlawful to do; or
  - ii. We reasonably consider that it would affect our security procedures; or
  - iii. There is not enough money in your Account.
- 15.3 If you consider the reasons which led us to take this action no longer applies, you can contact us to ask if we allow payment or use of the relevant payment service.

## **16 Unauthorised or incorrect payments from your account**

- 16.1 This clause does not apply to cheques.
- 16.2 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.
- 16.3 An unauthorised payment is from your account which wasn't authorised by someone authorised to make payments from your account.
- 16.4 If you notice an incorrect or unauthorised payment on your Account, you must call us immediately at 020 7398 5400.
- 16.5 If you notify us of any incorrect or unauthorised payment, we will investigate this and let you know whether you are 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 are entitled to a refund, we will then give you this without delay.

- 16.6 We will not make or take back a refund if:
- i. we can prove that the recipient's bank received the payment or that we made the payment using the details you gave us; or
  - ii. we consider you have been grossly negligent; or
  - iii. we reasonably suspect fraud on your part; or
  - iv. you don't tell us within 13 months after it was made.
- 16.7 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.
- 16.8 We will be responsible for unauthorised payments or fraud on your account (unless you've acted fraudulently);
- i. if someone else uses your card before you receive it; or
  - ii. after you've told us that your card or security details have been lost or stolen or misused; or
  - iii. if we haven't provided a number for you to tell us that your card or security details have been lost or stolen; or
  - iv. if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.
- 16.9 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.
- 16.10 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.
- 16.11 We will investigate your claim and may ask for information which we reasonably need. Upon completion of the investigation, we'll either refund the payment or tell you why we're not. If we give a refund but later find you were not entitled to it, we will reverse it so you are in the position you would have been in if we had not refunded you.
- 16.12 You are not entitled to a refund if:
- i. Information on the amount that would be taken was provided or made available to you at least 4 weeks before it was taken out of your account; or
  - ii. You gave us direct consent and agreed to the payment amount.

## **17 Unarranged Overdrafts**

- 17.1 If you have made payments and there are insufficient funds in your account and we, at our sole discretion, agree to process these, 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 digital banking message within one working day.

- 17.2 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.
- 17.3 The overdrawn balance must be repaid immediately. If you are unable to do this, you must contact us to discuss the matter at the earliest opportunity. We are committed to supporting our customers, including those who may be vulnerable, and will work with you to find a suitable solution.

## 18 Unauthorised Transactions

- 18.1 We will be responsible for any unauthorised payment transaction, unless:
- i. you have acted fraudulently; or
  - ii. 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; or
  - iii. 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; or
  - iv. 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; or
  - v. you allow someone else to use your personal computer; or
  - vi. you change your mobile phone number, email address or other details which we use to contact you and do not update us; or
  - vii. you failed to take reasonable care when writing a cheque; or
  - viii. you have entered the incorrect details when making a payment.
- 18.2 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. If we believe the facts suggest that we may not be responsible and as a result having 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.

## 19 Payment mistakes, late payments and fraudulent transactions

We will take all reasonable steps to process payments correctly. However, if a payment has been made incorrectly or fraudulently, the following rules apply:

### 19.1 Incorrect or Mistaken Payments

If we have processed a payment incorrectly (against your instructions), we will restore your account to the position it would have been in had the error not occurred. If this results in additional charges from the recipient, we will compensate you accordingly.

- i. If you gave incorrect payment details (e.g., wrong account number or sort code), we will not be liable for the mistake, but we will make reasonable efforts to recover the funds.
- ii. If recovery is unsuccessful, we will provide you with all available details so you can attempt to reclaim the money directly.
- iii. If a mistaken payment is made to your account from within the EEA, we are legally required to share your details (including your name, address, and transaction information) with the payer's bank if requested.

## 19.2 Late Payments

If we process a payment late, we will take immediate action to ensure that the payee's bank credits the funds no later than the date they would have arrived if processed on time.

## 19.3 Fraudulent or Unintended Payments

If we become aware that a payment into your account was fraudulent or a mistake, we may recover the payment even if:

- i. The funds are already reflected in your balance.
- ii. You have used the funds for a transaction.
- iii. You have transferred or withdrawn all or part of the amount.

19.4 If the mistaken or fraudulent payment was made into a savings account and withdrawing it would cause a debit balance, we may close your savings account and transfer the amount due from your current account. Any charges resulting from this will be applied according to our Personal Current Account Fee Information document.

19.5 If the funds have been in your account for two months or less, we will limit your access for 15 working days and notify you, giving you time to prove the funds were meant for you. If the funds have been in your account for more than two months, we will contact you before taking any action.

## 19.6 Crime Prevention

To prevent crime and meet our obligations in relation to the prevention of fraud, money laundering, terrorist activity, or fraud in we may need to investigate 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. 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.

## 19.7 APP (Authorised Push Payment) fraud

APP (Authorised Push Payment) fraud occurs when you are tricked into making a payment to someone under false pretences, believing it is legitimate. Because these payments are authorised by you, they do not qualify as "unauthorised transactions" under these Terms and Conditions.

The APP Regulation applies to all UK banks and payment service providers, covering transactions made via Faster Payments and CHAPS within the UK. Claims for reimbursement are limited to payments of £85,000 or less.

## 19.8 Report an APP Fraud Case

- i. If you believe you have been the victim of an APP Scam, you must notify us immediately. We will investigate and determine whether you are eligible for a refund.
- ii. If we confirm we agree that you were tricked into making the payment, we will refund the amount within five working days, unless we require further information.
- iii. If additional details are needed, we will contact you before making a final decision on whether a refund applies.
- iv. If we find that you acted negligently or ignored warnings, we may decline your claim.

## 20 Contacting Us

- 20.1 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.
- 20.2 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 Liability

- 21.1 Your maximum liability will be £35, 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
  - iii. your security information has been compromised in circumstances that you could not have foreseen/controlled.
- 21.2 You will not be liable for any losses incurred in respect of unauthorised transaction(s) after we have received your notification.
- 21.3 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.
- 21.4 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.

## **22 Keeping your security information safe: your obligations**

- 22.1 You will be responsible for any instructions given by you, via a Third-party mandate, through power of attorney or via secured digital bank messaging, from the time that you successfully pass through security to the time that you leave the relevant service.
- 22.2 You must keep details of your cards and security information, including PINs, security numbers, access codes or passwords safe and make sure they cannot be used by anyone else or for fraudulent purposes.
- 22.3 We will expect you to co-operate with us in any investigation into the actual or suspected misuse of your Account 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.
- 22.4 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 another provider.

## **23 Unpaid Items**

- 23.1 If we have to return three or more items unpaid due to insufficient funds, we may close your Account upon 90 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.
- 23.2 We may return a cheque or other item unpaid if it will make your Account go overdrawn. You may be charged for this. If we do pay the cheque, other item or card transaction and your Account goes overdrawn, this does not mean that we have agreed to an overdraft facility. The overdrawn balance must be repaid immediately, or you may be charged. If you are unable to do this, you must contact us at your earliest opportunity.

## **24 Dormant Accounts**

- 24.1 If we cannot contact you for a period of at least 2 years at your last known address, any bank accounts that you hold with us will be marked as 'Dormant'.
- 24.2 After 15 years, the balances held in your accounts will be transferred to The Alternative Scheme administered by The Reclaim Fund and your accounts will be closed. This scheme allows us to donate funds held from dormant bank accounts to The Salvation Army.
- 24.3 If we regain contact with you after the 15 year period, then we will be able to provide you with the balances held from your dormant bank accounts and transfer the amounts to an account of your choice.

## **25 Closure of Account**

- 25.1 You may close your account, terminate this agreement, or stop receiving a service or facility at any time. To do so, you must notify us in writing or use our digital banking secure messaging service. In some cases, and subject to us receiving the required powers of attorney or third-party mandates, you may also request account closure by phone or email.

#### 25.2 Account Closure Conditions:

- i. Any pending transactions must be completed before we process your closure request.
- ii. If you owe any money to us at the time of closure, we may exercise our right of set-off before finalising your request.
- iii. We may take reasonable steps to verify your identity and confirm your request before closing the account.

#### 25.3 In the event of a sole account holder's death:

- i. We require written notification along with a death certificate.
- ii. In some cases, we may also need a grant of probate or letters of administration before releasing funds to the deceased's personal representatives.
- iii. Until legal formalities are completed, the account may be temporarily frozen to prevent unauthorised access.

### 26 Our decision to suspend or to stop providing services to you

We may suspend, limit, or stop providing a service, facility, or account for any of the following reasons:

#### 26.1 Legal and Regulatory Compliance

- i. To comply with applicable laws, regulations, or a court order.
- ii. If we are required to take action by a regulatory authority or other legal entity.

#### 26.2 Account Misuse or Security Concerns

- i. If we detect or suspect fraud, money laundering, or other suspicious activity related to your account.
- ii. If there has been a security breach, or we have reason to believe unauthorised activity has taken place.

#### 26.3 Incorrect or Unclear Payment Instructions

- i. If a payment instruction contains errors, is unclear, or lacks required details.
- ii. If a mistaken payment has been made to or from your account.

#### 26.4 Ineligibility or Breach of Terms

- i. If you no longer meet the eligibility criteria for the account, service, or facility.
- ii. If you have significantly or repeatedly violated these Terms and Conditions.
- iii. If we reasonably believe your account is being used for business purposes when it was intended for personal use.

#### 26.5 Debt Recovery and Right of Set-Off

- i. If you owe money to us and fail to make payments when due, we may take action to recover the debt, including exercising our right of set-off as outlined in Clause 18.
- ii. In such cases, we may suspend or restrict access to your account, and we will provide at least 14 days' notice before proceeding with set-off.

#### 26.6 Other Situations Where We May Act

- i. If we believe another person has legal rights over your account.
- ii. If you are declared bankrupt, propose a voluntary arrangement with creditors, or become legally incapacitated.

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**Registered Office:** Reliance Bank Limited, Faith House, 23-24 Lovat Lane, London EC3R 8EB

Registered in England No. 68835. Reliance Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

- iii. If you provided false or misleading information when opening your account.
- iv. If you act in an abusive, offensive, or violent manner towards our staff.

## **27 Fraud Prevention & Credit Reference Agencies**

- 27.1 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 may be recorded.
- 27.2 We may share information with Credit Reference Agencies to verify your identity and suitability for a Current Account using information from the Electoral Register and other public sources. This record will form part of your credit history whether or not 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 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 may be recorded.

## **28 Statements**

- 28.1 Statements will be issued annually.

## **29 Charges and Fees**

- 29.1 Our charges for making and receiving payments, and our other payment services, are set out in our Personal Current Account Fee Information document.
- 29.2 We can at any time vary the Fees and/ or Costs set out in our Personal Current Account Fee Information document for any one or more of the following reasons:
  - to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities; or
  - 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.
- 29.3 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 the notification to close your account without notice, loss of interest and without any Fees and/or Costs for withdrawal, which would otherwise be due.
- 29.4 If you do not agree to the change, you must notify us in writing. 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 deemed that you have accepted the change.

### 30 Our right to Set-off

- 30.1 We may use any money in your account towards payment of any money that you owe us either as a sole or joint debt which is due for payment, but which has not been paid. This is known as our right of set off.
- 30.2 We can use our right of set off, when your account is in your sole name, as well as joint accounts you hold with another person.

### 31 Complaints

If you have a complaint, please contact us. You can do this by:

- Email: [Customer.Experience@reliancebankltd.com](mailto:Customer.Experience@reliancebankltd.com)
- Telephone: 020 7398 5400 during business hours
- Secure messaging via Digital Banking, or
- Post to the Compliance Department, Reliance Bank Ltd, 23 Lovat Lane, London, EC3R 8EB.

If you are not satisfied with the resolution that we have come to, you have the right to refer your complaint to the Financial Ombudsman Service (FOS). A copy of our complaints handling procedure is available on our website or on request. You can contact the FOS on 08000234567 or 03001239123, email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or write to them at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Their website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### 32 Data Privacy and Personal Information

For information on how we handle and protect your data, please review our Privacy Notice available at: <https://www.reliancebankltd.com/privacy-policy>.

If you have any queries or require assistance relating to any other data protection matters, please contact our data protection officer on [dpo@reliancebankltd.com](mailto:dpo@reliancebankltd.com), or via telephone on 02073985400.

### 33 The Financial Services Compensation Scheme or FSCS

Reliance Bank Limited is covered by the Financial Services Compensation Scheme (FSCS). Eligible deposits are protected up to £85,000 per individual per bank. This means that if our bank were to fail and could not return your money, the FSCS may compensate you up to this limit. Not all deposits are eligible for FSCS protection; for more information on eligibility and exclusions, please contact us or visit [www.fscs.org.uk](http://www.fscs.org.uk).