



FirstSave - General Terms and Conditions

These Terms and Conditions cover the opening and operation of your online account(s) and our products. The available product range may not always be as extensive as indicated within these Terms and Conditions. Up to date descriptions of all our products are contained on our website.

FirstSave only offers products and services via the Internet. These General Terms and Conditions form the basis of the contract between you and us. Each product will also have its own specific features, terms and conditions.

FirstSave is a brand provided by FBN Bank (UK) Limited, which is authorised and regulated by the Financial Services Authority (FSA registration number 216772). You can access the FSA registry at www.fsa.gov.uk/register/. FBN Bank (UK) Limited, London EC2M 7DT is incorporated in England and Wales under Company registration Number 4459383, VAT registration number 365490238. The correspondence address in relation to FirstSave products is FirstSave, PO Box 1195, Newcastle Upon Tyne, NE99 1DE. References to FirstSave are to FBN Bank (UK) Limited.

In these Terms and Conditions 'we' and 'us' means FirstSave and 'you' and 'your' means the person(s) in whose name(s) the account is opened.

You will be asked to confirm that you have read and agree to accept them when you complete an online application.

Internet Banking with FirstSave

- a) You will be entitled to access and use the FirstSave website in accordance with these Terms and Conditions once we have confirmed that your account is ready for use. You are not able to amend or alter these Terms and Conditions at any time.
- b) When your account is set up we will notify you of your user ID that you will require to operate your account. You must also advise us if you know or suspect that someone else has access to your account security details or password. You should also contact us if you have forgotten your password. We will ask you security questions prior to issuing you with a new password. Until you receive this password, you will not be able to operate your account online and will need to contact us by phone or post.
- c) You should notify us if you find any delay, failure or error in your account, especially in the sending or receiving of instructions. It is in your interest to notify us as soon as possible in these circumstances. You should report any such problems to us on 0845 601 2211.
- d) We will not be liable to you if we do not act on your instructions for any reasons set out in these conditions or if we cannot carry out our responsibilities to you because of something, we cannot reasonably control. This would include for example computer failure or failure in the Internet system not caused by us.

- e) You must contact us immediately if you suspect any fraudulent activity has taken place on your account. We will not accept liability for any fraudulent activity if you do not advise us of your suspicions. Until you notify us of any suspected breach in security, you will be responsible for any transactions carried out on your account and using your password or memorable data, even if these were not given by you, where you have acted without reasonable care or fraudulently. We consider that you have acted without reasonable care if you have not observed the security obligations referred to in these Terms and Conditions.
- f) Once you have notified us of a potential breach in security you will not be responsible for future transactions on your account that relate to that notification unless we can show that you have acted fraudulently or been negligent.
- g) If you believe that someone has fraudulently used your account, we may ask you to report the matter to the police and obtain a crime reference number. You agree that we may give the police any information they need during an investigation without obtaining consent from you.
- h) In the following circumstances, we may suspend the online service available to you if we have reasonable grounds to believe that:
 - i you are not adhering to these terms and conditions;
 - ii someone else is trying to access or use your online account;
 - iii your username, password and/or security details may be known to or used by someone else.

If we do this, we will tell you as soon as possible by telephone and/or e-mail.

Internet Banking - General Responsibilities

- I. You are responsible for the security of the computer you use to access our web site and to ensure that it is protected from external attempts to gain access to your account information. We strongly recommend that you employ fully up to date virus checking software and personal firewall software.
- J. When you use your account you must ensure that your computer and modem comply with any requirements we tell you about from time to time. You must also follow any procedures and instructions contained in any user guide that we give to you or that are from time to time contained on our Internet website.
- K. You will be responsible for all charges from your Internet service provider incurred in accessing the website and your account details.
- L. You must use a valid and current personal email address to open and operate your account. You should not use an email address which you may not be entitled to use for this purpose, such as your employer's email address. We will not be responsible for misuse of this nature.

- M. Our online service is secure but disconnection from the Internet does not mean that you have logged off from the website. You should always log off when you have finished.
- N. You undertake not to interrupt or interfere with the working of our website in any way whatsoever; this includes hacking into the site, tampering with security or any other disruption.
- O. If we provide you with any software to help you use your account, you must not change it or allow anyone else to copy or use it. You must carry out your own virus checks.
- P. For technical or other reasons there may be times when you are not able to access our website. We cannot guarantee its availability at all times.
- Q. You should never leave your computer unattended if you are logged on to our website. If you are logged on for a prolonged period of time and have not used the site we reserve the right to automatically log the a/c off as a security control.
- R. We recommend that you do not access your account from a public computer, e.g. in a library or an Internet café. When accessing our website, if you leave your computer unattended, you must lock your computer to prevent unauthorised access to your account. Accessing our internet service from another country may be an offence in that country. You agree that use of our Internet service outside the UK will be at your own risk.
- S. Links provided from our website to other websites are there solely for your information. We can accept no responsibility whatsoever for these websites.
- T. When you apply for your account we will ask you to provide answers to certain questions requiring memorable data and to set your own initial password. You are required to keep these answers and your password secret at all times.
- U. Do not select answers that could easily be guessed by a third party or write them down or save them on a computer or mobile telephone.

1. Opening a FirstSave Account

- 1a. You should check the current interest rates applicable before submitting your application. The current interest rates are displayed on our website.
- 1b. The Account Holder(s) will be the person(s) (a maximum of two) named in the application.
- 1c. We will accept applications from private individuals who are resident in the United Kingdom, each aged 18 years or over.
- 1d. The accounts are not available to corporate bodies, trustees, clubs, charities or other organisations.
- 1e. Your account can be opened on line and funded by transferring money (subject to the minimum deposit and conditions relevant to the product you have selected) from a personal UK nominated account or an existing FirstSave account, the nominated account must be in the same name or names as the

person or persons opening a FirstSave account. We will usually open your account on the business day that the application is received by us provided that all account opening criteria have been met. If the account opening criteria have not been met, we will contact you to confirm our requirements.

- 1f. We will ask you for information which helps us maintain security on your account. When you contact us to give instructions on your account, we will ask you for some of this information. We will only accept this information from you. (In the case of joint account holders we will accept and act upon security information from any one of the account holders but note 2d.)
- 1g. Interest will start to be earned immediately on the initial deposit when received by electronic funds transfer or from the third business day after receipt if made by cheque (see Interest).
- 1h. You warrant to us that any monies deposited in an account with us are not derived from or otherwise connected to any illegal activity.
- 1i. We reserve the right to refuse to open an account if, in our opinion, account opening criteria have not been completed to our satisfaction or to refuse to accept deposits or to make any payment, at our absolute discretion without giving any reason. We will not enter into correspondence in these circumstances.
- 1j. You may make an initial deposit into a new account by electronic funds transfer or personal cheque. For security reasons, you should make any cheque payable to your name(s) and application or account number. Electronic transfer of funds must be made from your Nominated Account. Cash or other forms of deposit are not acceptable. Thereafter, all funding of your Easy Access or Notice Account must be made by direct debit from your Nominated Account.
- 1k. If you send us a cheque or funds to open your account before we have successfully completed our verification of your identity and residence; we will bank your cheque but will not credit the proceeds to your new account immediately. Once your identity has been verified, the funds will then be applied to your account and interest will be earned from the date your deposit qualified to earn interest, as detailed in 3s. If we cannot verify your identity within 30 days then, subject to compliance with regulatory requirements, we will return the funds payable to the bank/drawer and the account number of the source funds only. This means that the funds can only be paid back to the originating source and we will not change this under any circumstances. Your initial deposit must be made within 10 working days of the date your account is opened; this is the date your user id and welcome pack is provided to you. If your initial deposit is not received within this time your account may be closed.
- 1l. The accounts we offer to customers are categorised in these Terms as either 'Payment Accounts' or 'Non-payment Accounts'. Unless a condition says otherwise, it applies to both Payment Accounts and Non-payment accounts.

The following accounts are Payment Accounts:

- Easy Access Account

The following are Non-payment Accounts:

- 30 Day Notice Account – Base Rate Linked

- 90 Day Notice Account – Base Rate Linked
- Fixed Rate Bonds

2. Joint Accounts

- 2a. The Nominated Account, which is used to transfer funds back or forth to a FirstSave joint account, must be held in the same joint names as the FirstSave account.
- 2b. We will assume that joint account holders hold equal shares in their account unless specifically notified otherwise by you.
- 2c. Either of you may make transactions on your account or give us instructions regarding it.
- 2d. Joint account holders are individually and jointly responsible for their accounts even when only one of you has given the instruction. This means that all account holders are equally responsible for all debt on the joint account (although it is not anticipated that any debt will be allowed to accrue to FirstSave accounts). If a joint account holder transfers funds out of the account, that money will no longer be available to either account holder, even if both account holders had not agreed to the transfer. This applies even if your relationship breaks down or, if applicable, you divorce (subject to 2e).
- 2e. In the event of any disputes arising between you, one or both of you should contact us in writing. On receipt of such notice we will only accept future instructions from you which have been authorised by both of you in accordance with 2h. We will not be responsible for any transactions made or instructions given by either of you prior to receipt, and our validation, of any such instructions regarding the operation of your account.
- 2f. Provided that both of you agree in writing, a joint account can be transferred into the name of just one of you. If this happens it may be necessary to change the Nominated Account which is used to transfer funds to and from your FirstSave account.
- 2g. We will send all correspondence to the address of the first-named account holder (where two addresses are given). We will deem this to apply to all account holders unless you specifically ask us to send correspondence to the address of the second account holder or to both of you.
- 2h. We will act on the instruction of either of you (and this includes instructions to close the account and withdrawal of the whole balance of any account), unless one or both of you has asked us in writing to accept only those instructions signed by both of you, in which case the account may only be transacted by post.
- 2j. In the event of conflicting instructions from joint account holders we reserve the right to refuse to carry out any transactions or further instructions until the instructions are clarified and confirmed by both of you.

3. Interest

- 3a. The interest rate for Easy Access Accounts and Notice Accounts is variable and may change (see 3w). Our current interest rates are set out on our website.
- 3b. For any variable rate accounts where the interest rate is linked to the Bank of England Base Rate, if it is necessary to do so, we will apply the new interest rate to those accounts within 10 business days of an announcement of a Bank of England Base Rate change by the Bank of England to meet the guarantee obligations given in respect of those accounts.
- 3c. The interest rate for a Fixed Rate Bond will not change during the term of the Bond.
- 3d. Interest will be calculated on the qualifying balance of your account on a daily basis and paid annually unless you have selected a monthly interest payment option (minimum balance requirements may apply). If you ask us, we will give you with a full explanation of how interest is calculated.
- 3e. In the event that the balance of an account falls to below the specified minimum for that type of account, no interest will be paid until such time as the account balance returns to or exceeds the minimum permitted.
- 3f. Interest Earned
- i You may choose whether interest earned on your Easy Access Account is added to your Easy Access Account or paid into your nominated Bank Account
 - ii You may choose whether interest earned on your Notice Account is added to your Notice Account or paid into your nominated Bank Account.
- 3g. Annual Interest earned on your Fixed Rate Bond may be added to your Fixed Rate Bond account or paid into your Nominated Account.
- 3h. Monthly interest earned on your Fixed Rate Bond may be added to your Fixed Rate Bond account or paid into your Nominated Account.
- 3i. If you have asked for annual interest to be paid to your Nominated Account, this will be done on the anniversary of the account opening date unless this falls on a day that is not a business day, in which case it will be paid on the next business day.
- 3j. If you have selected a monthly interest payment option in your application, interest will be paid on the last day of the month or the next business day if the due day is not a business day.
- 3k. Where you choose to have annual or monthly interest added to a FirstSave account, this will be added on the due date, irrespective of whether this is a business day.
- 3l. For Fixed Rate Bonds up to one year, interest will be paid on maturity, unless you have selected a monthly interest option in your application in which case it will be paid on the last day of the month or the next business day if the due day is not a business day.

- 3m. For Fixed Rate Bonds with terms greater than one year, interest will be paid to you annually on each anniversary of the opening of the account or the next business day if the due day is not a business day. If you have selected a monthly interest option in your application interest will be paid on the last day of the month or the next business day if the due day is not a business day.
- 3n. Following investment into a Fixed Rate Bond, no further deposits or withdrawals are permitted during the fixed rate term. Any additional deposit must be placed in a new Fixed Rate Bond and will be subject to the minimum investment amount criteria for that product.
- 3o. Interest will be paid after the deduction of tax at the standard rate applicable at the time. You may be liable for other taxes and costs which are not payable through us.
- 3p. We are able to pay interest without deduction of tax upon completion of the relevant details (refer to online site for further information or phone our Customer Services helpline). For joint accounts where one account holder is a taxpayer and the other is not, we will, upon your confirmation for the non-taxpaying account holder, arrange to pay interest without deduction of tax on their share of the interest from the account. Interest is split equally between investors.
- 3q. If required under EC legislation, we will deduct any necessary withholding tax.
- 3r. If you are a non-taxpayer you may register online to receive your interest Gross. You will need to do this for each account you hold. If tax has been deducted from your interest then we will issue you with the relevant certificate at the end of the tax year. If you are a lower rate tax payer you may reclaim tax that has been deducted from HMRC by using the information on the certificate. We reserve the right to pay interest net of tax, even if you have registered as a non-taxpayer. We will notify you of our reasons for doing this. Any tax deducted will be at the basic rate applicable to savings accounts.
- 3s. You will earn interest on deposits made by cheque from the third business day inclusive after we receive the cheque, providing it is received before 11am.
- 3t. When you set up a new direct debit, you will need to allow eight business days between submission of the completed direct debit instruction to us and the date on which the first payment is to be collected. Interest will be earned from the date of receipt of the first payment and subsequent direct debits will earn interest from each date of receipt.
- 3u. When you pay money into an account electronically you will earn interest from the date of receipt into the account.
- 3v. Details of our current and historic interest rates are available from our website or by contacting us by post or phone.
- 3w. We may change interest rates for any valid reason including any changes in the Bank of England interest rates, or in our costs, or in general market conditions, to take into account any requirements of any law or regulation, or for reasons of good and prudent business practice. We will notify you of changes in rates.

- 3x. When our interest rates increase, we will tell you within 30 days of the change, by post, e-mail or phone unless the rate on the account is directly linked to a given index, e.g. Bank of England Base Rate. Within three working days of our interest rate change we will update the information on our phone helpline and website (to help you compare rates more easily, information will show clearly the old and new rates).
- 3y. If your account is a Payment Account and the change in the interest rate is to your advantage we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards. Where the interest rate on a Payment Account is based on a specified external rate or index we may apply changes immediately and will notify you at the earliest opportunity afterwards. In all other circumstances, we will give you not less than 60 days' notice of changes to interest rates on Payment Accounts.
- 3z. If your account is a Non-payment Account we will give you not less than 30 days' notice of changes to interest rates.

4. Using your FirstSave Account

- 4a. We will accept instructions online (over our secure internet website or by email) or where specified in these terms or otherwise agreed or required by us, by post. Our contact details are:

FirstSave,
PO Box 1195,
Newcastle Upon Tyne NE99 1DE

Telephone: 0845 601 2211
Email: customerservice@firstsave.co.uk
Website: www.firstsave.co.uk

We may record and monitor any communications between us.

- 4b. When you send us a written change of instruction, do not assume that we have received it unless we have acknowledged receipt.
- 4c. We reserve the right to limit the maximum investment you hold with us for any particular account or in aggregate to £2 million. Please contact us should you wish to invest more than this amount.
- 4d. We may refuse to carry out any instruction or to follow any procedure described in these terms and conditions without explanation where in our reasonable opinion and judgement to do so would or might be contrary to any applicable regulations or relevant laws or where we have been requested to act in a particular manner by a regulatory or law enforcement authority.
- 4e. When you contact us to give instructions on your account, we will always ask you to confirm some of the security information you have previously provided to us.
- 4f. If you change your address you must notify us immediately in writing.

- 4g. If you change any other details (such as your name, e-mail address or bank account details) please notify us as soon as possible. You may be able to make some of the changes yourself online. For some types of changes we may require documentary evidence to be provided.
- 4h. We will contact you by post or e-mail. All post will be sent to the correspondence address supplied on your application form. We will deem post to have reached you two business days after we send it to you.
- 4j. We will send you a statement annually. You may also review your recent account transactions online, statements will be available online for a minimum of 2 years. We strongly recommend that you check the transactions made regularly. If there are ever any transactions that you do not recognise or agree please contact our help line immediately. We may put messages on your statements to let you know of changes to these terms and conditions.
- 4k. If a cheque or direct debit is returned to us unpaid by your bank, we will debit the amount from your account. An administration charge will also be applied, as detailed in our Tariff of Charges. We will notify you in writing of the amount of charges debited.
- 4l. Our current Tariff of Charges is available online. We may make charges for nonstandard services provided on your account. We will notify you of these in advance. We may change our Tariff of Charges in order to reflect changes in overheads and costs. We will give you at least 30 days' notice if we increase the charges contained within the Tariff and we will send you a revised copy.

5. Withdrawing money from your FirstSave Account

- 5a. The clearing cycle for cheques and automated payments is the time taken for payments to or from your account to be added or deducted. During this time, we check the instructions in order to confirm that we can accept responsibility for the payment. The "central clearing cycle" takes three business days. This is the time most financial institutions take to clear transactions between accounts held with a different financial institution. In addition to the central clearing cycle, time must be allowed for physical delivery of instruments of transfer, so you should allow six business days for cheques and automated payments drawn in sterling to clear when being paid into or from your FirstSave account, provided there are no exceptional circumstances associated with the payment. Different times may apply to payments in different currencies. Please call us for further details. Only when a cheque has cleared will you be able to draw against it, where permitted. We are not a member of APACS, the UK payments association. Member banks are able to clear cheques directly themselves and in accordance with the central clearing cycle, allowing payment of interest from the second business day after receipt of a cheque.
- 5b. Funds deposited electronically by you will be available for withdrawal 6 business days after receipt of your deposit.
- 5c. We will only pay withdrawals from your account directly to your Nominated Account, via a next working day electronic transfer which means funds will be credited to your Nominated Account by the end of the business day following the date of withdrawal or, CHAPS, a same day transfer if requested (charges may apply).

- 5d. Withdrawals to an account outside the UK are not permitted.
- 5e. You will continue to earn interest until the day prior to (but not including) withdrawal.
- 5f. There is no limit to the number of withdrawals you may make from an Easy Access Account or Notice Account.
- 5g. You may not withdraw money from a Fixed Rate Bond before the specified maturity date.
- 5h. Withdrawals from Notice Accounts require you to give us notice of 30 days or 90 days according to the type of account before withdrawing any money from the account. Withdrawals without giving the required notice period may be permitted but will incur a penalty fee. The penalty fee is calculated on the amount of the withdrawal, at the gross rate of interest applicable to the account on the day of withdrawal and for a period of 30 days or 90 days according to the type of account.

6. Closing or Transferring your FirstSave Account

- 6a. Upon closure of your account, we will pay the proceeds into your Nominated Account. We will not issue a cheque to any third party.
- 6b. You may close your Easy Access Account or Notice Account at any time. If there is a notice period on your account and the full notice is not given, then the full notice penalty will be applied (see 5h).
- 6c. For Fixed Rate Bonds, early account closure is not permitted, unless when you, the account holder moves abroad, this will result in the account being closed along with a penalty fee of 90 days' interest plus an administration fee £250.00.
- 6d. Maturity - We may contact you prior to maturity to advise you of the options open to you in respect of further investments offered at that time and request you inform us of your instructions for the proceeds of the account at maturity. If we do not contact you/receive an instruction from you before the maturity date of your Fixed Rate Bond, we will place the proceeds of your Fixed Rate Bond in an Easy Access Account.
- 6e. Upon the death of an account holder, we must see the original death certificate. For accounts held in a sole name a grant of probate or an administration of small estates form (if appropriate), will also be required. For joint accounts, the balance will pass to the surviving account holder(s).
- 6f. If you move abroad, we will close your account and return the balance to you (see 6c).
- 6g. You agree that we may close your account at any time after providing 30 days' notice thereof by post or e-mail or secure e-mail message to your last address shown in our records and that we may do this without giving you any reason.
- 6h. We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that:

- you are not eligible for an account;
- you have given us any false information at any time;
- you, or someone else, are using the account illegally or for criminal activity;
- it is inappropriate for a person authorised to give instructions on your account to operate it;
- your behaviour means that it is inappropriate for us to maintain your account;
- by maintaining your account we might break a law, regulation, code or other duty which applies to us;
- by maintaining your account we may damage our reputation;
- you have been in serious or persistent breach of these terms and conditions or any additional conditions, which apply to an account.

6i. When your account is closed it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account, which has been closed, we will take reasonable steps to return the payment to the sender.

6j. If you are not happy with your choice of Easy Access Account or Notice Account (this does not apply to a Fixed Term Bond) and wish to cancel the agreement you must inform us in writing within 14 days. The 14 day cooling off period begins with the later of either:

- the day the contract is entered into;
- Or
- the day on which you receive the contract terms and conditions and other information on paper or electronically.

We will give all your money back with any interest earned on a cancelled Easy Access or Notice Account. We will ignore any notice period and any extra charges.

7. Data Protection

7a. In order to provide you with the products and services, we need to collect, use, share and store personal and financial information about you ("your information"). This includes information which we:

- (i) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations or other parties associated with you, when you apply for an account or any other product or service, or which you or they give to us at any other time;

Or

- (ii) learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments, which are made to your account.

- 7b. Where you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with these terms and conditions.
- 7c. We and other companies in the FBN Group will use your information to manage your account(s), give you statements, provide our services, use for assessment and analysis purposes (including credit and behaviour scoring and market and product analysis), prevent and detect fraud, money laundering and other crime, carry out regulatory checks, meet our obligations to any relevant regulatory authority and to develop and improve our services to you and other customers and protect our interests.
- 7d. We and other members of the FBN Group will use your information to inform you by letter, telephone, e-mail and other electronic methods, about products and services (including those of others) which may be of interest to you.
- 7e. Other companies in FBN Group with whom we may share information may be located in countries that might not have equivalent laws in place to protect information relating to you.
- 7f. If we transfer your information in accordance with these terms and conditions to a person, office, branch or organisation located in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information and to use your information strictly in accordance with our instructions.
- 7g. We and credit reference and fraud prevention agencies will share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes.
- 7h. Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial association has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any associated records. This association will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a disassociation. Another person's record will be "associated" with yours when:
- (i) you make a joint application
 - (ii) you advise us of a financial association with another person
 - (iii) if a credit reference agency has existing linked or associated records.
- 7i. We do not give information about Fixed Rate Bonds to credit reference agencies.
- 7j. Even if you do not consent to us passing information to credit reference agencies, we may tell them if you default on a payment due to us, provided that we tell you 28 days in advance to allow you to make payment and prevent your information being passed in this way.

- 7k. We will retain information about you after the closure of your account, if the banking business relationship has terminated, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 7l. If we are asked to give a banker's reference to a third party about your ability to undertake a financial commitment, we will request your written permission before we give the reference.
- 7m. You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service. We can also provide the contact details of credit reference agencies if you wish to find out what information they hold about you.
- 7n. Third party providers that we use to operate the FirstSave service will have access to and store your personal data. They will not use this information for any other purpose than to operate your account(s).
- 7o. We will not use your information for any other purpose other than as outlined in these terms and conditions.
- 7p. Your express consent will have been sought to allow us to use your information for all purposes other than operating your account, passing details of default by you to credit reference agencies, dealing with law enforcement agencies and satisfying our legal obligations. If you wish to withdraw your consent, you may do so at any time by contacting us.

8. Power of Attorney

In exceptional circumstances, we may accept Power of Attorney applications.

9. Changes to these Terms and Conditions

- 9a. We may change our terms and conditions (including our charges and interest rates) and introduce changes to and charges for our services (including any benefits or services provided as part of an account package) at any time. We may also upgrade your account or enhance the services we provide to you where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development, or any other good reason.
- 9b. We will tell you about any changes which are to your disadvantage by:
 - (i) sending you written notice by post or electronic means

Or

 - (ii) putting messages on your statements.
- 9c. We will tell you about any other changes using the above methods or by posting the information on our website.

- 9d. We may introduce changes immediately and advise you within 30 days of the change if we reasonably consider the change is not to your disadvantage or if we consider they are necessary to take account of any legal or regulatory requirement (and this includes all changes to interest rates which will be dealt with in accordance with 3x, 3y & 3z). Where we make a major change or several minor changes, we will provide you with revised terms and conditions or a summary of the changes.
- 9e. If we make any change to these terms and conditions that is to your disadvantage you may switch your account or close it without incurring extra charges or interest provided you do so within 60 days from the date of our notice of the change. This will not apply where interest rates move to your detriment, unless we have changed the basis on which we apply interest.

10. Complaints and redress

- 10a. If you want to make a complaint we will tell you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have.
- 10b. FBN Bank (UK) Ltd's UK activities are covered by the Financial Ombudsman Service. If you want to complain you may do so in writing, by post, e-mail or by telephone. Details of our complaints handling procedures are available on request from our premises, by telephone or on www.firstsave.co.uk. If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800 or visit www.financial-ombudsman.org.uk.
- 10c. FBN Bank (UK) Ltd is a member of the Financial Services Compensation Scheme (the "Scheme"). In the event of our default or insolvency, you may be entitled to payments under the Scheme, which gives 100% protection for the first £85,000 of a depositor's total deposits. Customers with joint accounts may be entitled to claim up to £170,000. Most individuals are covered. The Scheme covers deposits made with the offices of FBN Bank (UK) Ltd within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the Scheme are available upon request or from the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN, telephone 020 7892 7300 or on www.fscs.org.uk.

11. Miscellaneous

- 11a. In the absence of gross negligence, we will not be liable for any loss or damage incurred by you arising directly or indirectly out of us acting on telephone, email or facsimile instructions. In particular, you acknowledge that the giving of instructions in any of these ways is not secure and is vulnerable to abuse by other unauthorised parties.
- 11b. We always aim to provide a high level of service but cannot be held responsible for exceptional circumstances outside our control (including but not exclusively, network failures and industrial action) which mean that we must restrict or suspend withdrawals or not provide other aspects of our normal service.

- 11c. We have designed these accounts to be operated using the Internet. A telephone support line is available to assist you, but it is intended for occasional use only. Frequent use of this telephone resource may lead us to consider closure of your account.
- 11d. Your account may become dormant if there has been no activity (and the account is not a Fixed Rate Bond) and/or contact from you for a period normally of 3 years. The account will always be your property or, upon your death, will become part of your estate, no matter how many years have passed.
- 11e. We will assist a customer to gain access to dormant account funds upon receipt of a written request and formal identification of the applicant's identity. The British Bankers Association has produced a leaflet/form entitled 'Dormant Bank Accounts – how banks handle losing touch with personal customers', which is available from them or us upon request.
- 11f. In very exceptional circumstances and only in order to enable us to comply with legal requirements and maintain appropriate liquidity levels, we may temporarily cease or limit withdrawals from accounts for up to 60 days. This limitation on withdrawals will apply even if we have already received notice of a withdrawal from your account. Money in your account will still earn interest during any such period and we will follow any instructions received during the period of suspension once this period has finished.
- 11g. We do not have to recognise any non-account-holding third party's interest in the account nor will we be liable for failure to do so.
- 11h. We may use any funds deposited with us to repay any debt, which you may have with us (subject to any borrowing terms you agree with us). You will be notified immediately if we do this.
- 11i. The terms and conditions of this contract will be governed by English law and we will only communicate with you in English.
- 11j. FirstSave products are not 'Qualifying Time Deposits' for the purposes defined by HM Revenue and Customs as an exception to when a deposit will normally be a relevant deposit. See HMRC Frequently Asked Questions re: the Tax Deduction Scheme for interest at www.hmrc.gov.uk/tdsi/faqs.htm#5

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