



## **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 FirstBank UK Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 216772). You can access the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register). FirstBank 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 Freepost RTLL - RGSU - SRRR, FirstSave, PO Box 1195, Newcastle Upon Tyne, NE99 1DE. References to FirstSave are to FirstBank 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.

Please note the restriction at paragraph 5(d) below.

### **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. The FirstSave website is found at: [www.firstsave.co.uk](http://www.firstsave.co.uk). 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 0345 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 Terms and 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 using your password or memorable data, unless you can provide satisfactory evidence that you did not authorise such transaction and you have taken reasonable care and not acted fraudulently or negligently. 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

##### Your 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 apply for your account we will ask you to provide answers to certain questions requiring memorable data and to set your initial password. You are required to keep these answers and password secret at all times.

k. 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.

l. You must take all reasonable precautions to keep safe and prevent fraudulent use of your account security details and password.

These precautions include, but are not limited to all of the following:

- ensure that your computer hardware and modem connection and software comply with the standard and requirements we communicate to you from time to time;
- carry out your own regular virus checks and use up-to-date anti-virus and spyware software and a personal firewall;
- not choosing security details that may be easy to guess and using a complex password (incorporating random combinations of capital letters and numbers);
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your products with us;
- not allowing anyone else to have or use account security details and password and not disclosing them to anyone, including the police and us, except when registering for or resetting your security details (but even then do not disclose them in full);
- keeping information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
- changing your security details immediately and telling us as soon as possible if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
- keep account security details and password secret – we will never ask you for your online banking security information in full;
- never record any password or other security details on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or the line on your internet browser);
- once you have logged on to FirstSave, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and

If any account security details or your password are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the following number: 0345 601 2211. This line is available between the hours of 9am to 5pm Monday to Friday (excluding Bank Holidays).

Any other queries may be sent (i) by post: Freepost RTLL – RGSU – SRRR, FirstSave, P.O. Box 1195, Newcastle upon Tyne, NE99 1DE; or (ii) by email to the following email address: [customerservice@firstsave.co.uk](mailto:customerservice@firstsave.co.uk).

m. 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.

n. You will be responsible for all charges from your Internet service provider incurred in accessing the website and your account details.

o. 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.

p. 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 viewing your account or carrying out any activities on our website.

q. 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.

r. 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.

s. 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.

t. 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 account off as a security control.

u. 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.

v. Links provided from our website to other external websites are there solely for your information and you accept to use them at your own risk. We can accept no responsibility whatsoever for any such external websites that are not operated or maintained by us.

### **Our responsibilities**

1. We will operate your FirstSave account with reasonable care, skill and diligence.
2. We will take reasonable care to ensure that any information provided to you through the FirstSave portal is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately

reflects the information we receive from that third party. Where information provided on the FirstSave portal is beyond our reasonable control (for example, it is provided by a third party), we do not comment upon or guarantee that it is accurate or error free.

## **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: [www.firstsave.co.uk](http://www.firstsave.co.uk).

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 online and funded by transferring money electronically or by cheque (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. Funds received from accounts other than the Nominated Account will be returned to source. 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 next business day after receipt if made by cheque (see Interest).

1h. You must not deposit any monies in any account with us, which are 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 FirstBank UK Limited re: your name and application or account number. Cash or other forms of deposit are not acceptable. Thereafter, all funding of your Easy Access or Notice Account must be made electronically or by cheque. Your FirstSave account can only be funded from the registered 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. Funds received from accounts other than the Nominated Account will be returned to source.

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 and deposit any funds into a suspense account but will not credit the proceeds to your new customer account immediately. Once your identity has been verified, the funds will then be applied to your customer account and interest will be earned from the date your deposit qualified to earn interest, as detailed in paragraph 3 below. If we cannot verify your identity within 30 days then, subject to compliance with applicable law and regulation, 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 by which your user id and welcome pack should have been delivered and received by you. We will assume that your welcome pack is received by you, two working days after we have posted it to you. If you do not receive your welcome pack within this time frame, please contact us by telephone on 0345 601 2211 (this line is available between the hours of 8am to 6pm Monday to Friday (excluding Bank Holidays)). 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:

N/A

The following are Non-payment Accounts:

- Notice Account (30 Day, 60 Day, 90 Day or such other period as may be offered by the Bank)

- Easy Access Account • Fixed Rate Bonds

## **2. Joint Accounts**

2a. The Nominated Account, which is used to transfer funds out of 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 we may hold one or other, or both of you fully responsible for any breaches of these Terms and Conditions, and pursue one or other or both of you for any amounts owed by you to us. 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 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 3v). Our current interest rates are set out on our website <http://www.firstsave.co.uk/>.

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). We are happy to give you an explanation of how interest is calculated, please contact us by telephone: 0345 601 2211 (this line is available between the hours of 8am to 6pm Monday to Friday (excluding Bank Holidays)), by post: Freepost RTLL – RGSU – SRRR, FirstSave, P.O. Box 1195, Newcastle upon Tyne, NE99 1DE; or by email to the following email address: [customerservice@firstsave.co.uk](mailto:customerservice@firstsave.co.uk) .

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 Account

ii You may choose whether interest earned on your Notice Account is added to your Notice Account or paid into your Nominated 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. You may be liable for other taxes and costs which are not payable through us.

3p. If required under any EU or English legislation, we will deduct any necessary withholding tax.

3q. With effect until April 2016, 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.



3r. If you are liable to pay tax in a country other than the UK or in addition to a UK tax liability, we may provide details of your accounts with us to the tax authorities of these other countries if applicable legislation or regulation requires us to do so.

3s. If you make a deposit by cheque, you will begin earning interest from the next business day.

3t. When you pay money into an account electronically you will earn interest from the date of receipt into the account.

3u. Details of our current and historic interest rates are available from our website or by contacting us by post or phone.

3v. We may change interest rates for any of the following reasons:

- any changes in the Bank of England interest rates;
- any changes in our costs;
- any changes in general market conditions;
- to take into account any requirements of any law or regulation;
- for reasons of good and prudent business practice;
- or where we have a valid reason for doing so.

We will notify you of changes in rates.

3w. 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 which shall be applied immediately and in which case we will notify of you this as soon as practicable. 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).

3x. 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 at least 60 days' notice of changes to interest rates on Payment Accounts.

3y. If your account is a Non-payment Account we will give you at least 30 days' notice of changes to interest rates.

#### **4. Using your FirstSave Account**

4a. We will accept instructions online (over our secure internet website, by email or email secure message) or where specified in these terms or otherwise agreed or required by us, by post provided you are able to satisfy the appropriate identification checks and/or security measures that are in place in each instance. Our contact details are:

Freepost RTLL - RGSU - SRRR FirstSave PO Box 1195 Newcastle upon Tyne NE99 1DE

Telephone: 0345 601 2211 Email: [customerservice@firstsave.co.uk](mailto:customerservice@firstsave.co.uk)

Website: [www.firstsave.co.uk](http://www.firstsave.co.uk)

We may record and monitor any communications between us.

4b. When you send us a written change of instruction by post or by email using the addresses in paragraph 4a above, we will acknowledge receipt of it by email to your email address registered to us or, if requested, to your last known address. If you do not receive an acknowledgement from us within seven working days, please contact us on the number in paragraph 4a above.

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, email or e-mail secure message. 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. Provided your account has not been closed, you can review your recent account transactions online, statements will be available online for a minimum of 2 years. All Transactions and Section 975 (S975) tax certificates can be viewed and printed when you are logged into your online account. 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 on the number in paragraph 4a above.

4k. If a cheque 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 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 two business days. This is the time most financial institutions take to clear cheques 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 two business days for cheques 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 **next** business day after receipt of a cheque.

5b. Funds deposited electronically by you will be available for withdrawal same day subject to term 5c.

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. Please note that 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, 60 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 fee. The 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, 60 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, save for where the account holder moves abroad (and, if requested, can provide satisfactory evidence to this effect) and this will result in the account being closed along with a fee of 90 days' interest plus an administration fee of £250.00. Any remaining balance will be returned to the Nominated Account.

6d. For Fixed Rate Bonds, we will 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 the account holder in order to disburse funds in accordance with a Will. 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"). Your information may include personal data and sensitive personal data (as defined in the Data Protection Act 1998 (the "Act")). Our use of such information is governed by the Act, and we, FirstBank UK Limited are the data controller in respect of such 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, intermediaries who refer you to us and who have collected your information from you as part of that referral process, intermediaries who facilitate communication of information relating to your account between us and you, 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. You agree that should a member of the FirstBank Group be required by law or by agreement with tax authorities to provide information about you (including information regarding your account) to any tax authority whether in the UK or elsewhere, we may do so and irrespective of whether the tax authority in question requires the information for its own purposes or for the purposes of passing that information on to the tax authorities in another country where you may be subject to tax. Should we need any further information or documents from you in order to comply with our obligations or to answer any information requests received from a tax authority, you agree to provide us with any such information and documentation no later than 30 days from us sending a request to you.

7c. We may also share your information with the FCA or any other statutory, governmental or regulatory body, as required by law or for other legitimate reasons.

7d. 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.

7e. We and other companies in the FirstBank 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 criminal or prohibited activities, 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.

7f. We and other members of the FirstBank 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. If you do not wish to receive such information from us, please notify us by contacting us at FirstSave products is Freepost RTLL - RGSU - SRRR, FirstSave, PO Box 1195, Newcastle Upon Tyne, NE99 1DE, telephone 0345 601 2211.

7g. In order to provide our services, collect and manage debts, and for ourselves and our third party partners to carry out assessment and analysis on the services provided to you, we may share your information with other companies in the FirstBank Group, service providers, debt collection agencies and with our third party partners who have referred your business to us. In order to provide our services, we may also share information with third party intermediaries who facilitate communications between us and you in relation to your account, and with whom you have an existing relationship. We will only share the minimum amount of your information necessary for us to achieve these purposes.

7h. Other parties (including other companies in the FirstBank 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.

7i. 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.

7j. 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.

7k. 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.

7l. We do not give information about Fixed Rate Bonds to credit reference agencies.

7m. 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.

7n. 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.

7o. 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.

7p. 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.

7q. We will treat all of your information as confidential and will not use it for any purpose incompatible with those outlined in these Terms. Reasonable measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to your information.

7r. 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 the Data Protection Officer on 020 7920 4920 or writing to FirstBank UK Limited, 28 Finsbury Circus, London, EC2M 7DT.

## **8. Power of Attorney**

We may accept Power of Attorney applications in certain, exceptional circumstances and at our discretion. Please contact us by telephone: at 0345 601 2211 (this line is available between the hours of 8am to 6pm Monday to Friday (excluding Bank Holidays)), by post: Freepost RTLL – RGSU – SRRR, FirstSave, P.O. Box 1195, Newcastle upon Tyne, NE99 1DE; or (ii) by email to the following email address: [customerservice@firstsave.co.uk](mailto:customerservice@firstsave.co.uk).

## **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 3v, 3w, 3x & 3y). 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 on 0345 601 2211 (this line is available between the hours of 8am to 6pm Monday to Friday (excluding Bank Holidays)).

10b. FirstBank UK Limited's UK activities are covered by the Financial Ombudsman Service (FOS). If you want to complain to the Ombudsman you may do so in person, in writing, by post, fax, 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](http://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, free of charge, but you must do so within six months of the date of our final response letter. If you do not refer your complaint in time, the FOS will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. You can contact the FOS at Exchange Tower, Harbour Exchange Square, London E14 9SR, telephone 0800 023 4567 / 0300 123 9123 or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

10c. FirstBank UK Limited 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.

10d. The Scheme covers deposits made with the offices of FirstBank UK Limited within the European Economic Area and deposits denominated in all currencies are treated alike. For further information about the compensation provided by the FSCS scheme (including the amounts covered and eligibility to claim) please call us on 0345 601 2211 or refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100 or 0207 741 4100. Please note only compensation related queries should be directed to the FSCS.



## 10. Miscellaneous

11a. In the absence of 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 given to us by you (or your representative). 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.

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. Freepost RTLL - RGSU - SRRR FirstSave PO Box 1195 Newcastle upon Tyne NE99 1DE