KentReliance

Savings Account Conditions (23 September 2024)

This is an important document.

Please read it carefully and keep a copy for future reference.

KentReliance

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one Savings Bank

Kent Reliance is a trading name of OneSavings Bank plc a company registered in England and Wales (company number 07312896). Registered office: The Observatory, Brunel Way, Dock Road, Chatham, Kent, ME4 4AF. OneSavings Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number 530504).

How this Agreement works

This **Agreement** contains basic information about us, our services, and our **Agreement** with you, as well as general terms that apply to all of the services we provide to you.

You should read this **Agreement** with the following documents which we'll give you before entering into this **Agreement**, together with any other documents we give you:

- **Key Features & Summary Box Document**: this includes the **Specific Conditions** and other terms about your product.
- **Tariff of Fees**: this describes any fees and charges which may apply to your **Account**.

Basic information and general terms

1 Who we are

Where we refer to 'we', 'us' or 'our' in this **Agreement**, this means OneSavings Bank Plc trading as Kent Reliance.

We're a company registered in England and Wales (company number 07312896) with our registered office at The Observatory, Brunel Way, Dock Road, Chatham, Kent, ME4 4AF.

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this by looking at the Financial Services Register under Firm Reference Number 530504 on the Financial Conduct Authority's website at **fca.org.uk/register**. You can also contact the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

Our main business is providing banking and other financial services.

2 How to contact us

If you would like to contact us about your **Account**, you can do this by logging in to our **Online Services** and use the secure messaging service.

If you don't have access to our **Online Services** you can contact us by email or phone. You can find our contact details on our **Website**.

3 Our Agreement with you

If we accept your online application to open an **Account** with us, we'll have a legal agreement with you. We call this your **Agreement**.

Your **Agreement** includes these **Savings Account Conditions**, the **Key Features & Summary Box Document** (including the **Specific Conditions**) and the **Tariff of Fees**.

You may ask us for a copy of your **Agreement** at any time and we will provide it to you without charge.

4 Some words and phrases used in this Agreement

Words and phrases (in bold) in these **Savings Account Conditions** have the following meanings:

Account	means the account(s) you hold with us in accordance with your **Agreement**.
Agreement	means your agreement with us as set out in Condition 3 (Our **Agreement** with you) in relation to an **Account**.
CHAPS	means a payment made electronically from one bank account to another through the **C**learing **H**ouse **A**utomated **P**ayment **S**ystem with payments intended to reach the recipient's account during the same **Working Day**.
Electronic Transfer	means any automated payment which, could include **BACS**, **CHAPS**, **Faster Payments** and standing orders.
Faster Payments	means payments made electronically from one bank account to another through the **Faster Payments** system with payments intended to reach the recipient's account during the same day.
Savings Account Conditions	means the conditions set out in this document.
Key Features & Summary Box Document	means the document we give to you before you open an **Account** which contains a Summary Box and the **Specific Conditions**.
Nominated Account	means a personal UK bank/building society current account in your name or a joint account with another person(s) which is used to transfer funds (including interest) into and out of an **Account** held with us. The UK does not include the Channel Islands and the Isle of Man.
Online Services	means our online banking service.
Payment Details	means the details you need to provide to pay money into, or take money out of, your **Account**. These are explained in Conditions 7.2 (**Nominated Accounts**) and 8.2 (Paying in by **Electronic Transfer**) below.
Payment Instruction	means an instruction you give to us to make a payment from your **Account**.
Payment Services Conditions	any condition contained in the **Agreement** which relates to payments made by Electronic Transfer in or out of the **Account**.
Personal Security Details	means any personal details or security process that we ask you to use to confirm your identity or authorise a **Payment Instruction** to us. These may include a password, selected personal information or other security numbers or codes that we give you or that you choose.
Receivership Order	means a UK court order granting a third party (a receiver) the right to operate your **Account** on your behalf.
Specific Conditions	means any condition contained in a **Key Features & Summary Box Document** which applies to an **Account** in addition to these **Savings Account Conditions**.
SMS	means Short Message Service.
Tariff of Fees	means the fees and charges which you may have to pay to use your **Account**. If fees and charges apply, you can always find a current copy of the **Tariff of Fees** on our **Website**.
Website	means our website www.kentreliance.co.uk
Working Day	means any day other than a Saturday, Sunday or an English public holiday subject to our operating hours which can be found on our **Website**.
You or your	means the customer or customers in whose name or names the **Account** is held.

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5 Opening an Account with us

5.1 To open an **Account** with us, you will normally need to make an application through our **Website** using our **Online Services**. For details on paying money into the **Account** please see Conditions 8 (Paying in by **Electronic Transfer**) and 9 (Paying in by standing order) below.

5.2 All funds which you pay into the **Account** must belong to you. They must not come from or be connected to any illegal activity.

5.3 You must not use the **Account** for business purposes. Our accounts aren't available for clubs or charities and cannot be held in trust for anyone else, unless stated in the **Specific Conditions**.

5.4 You must:

- be an individual;
- complete the online application;
- reside in the UK (which does not include the Channel Islands and the Isle of Man); or
- have an address with the British Forces Post Office for serving British forces personnel.

If, at any time, you don't meet these requirements, we may allow you to keep your **Account** but refuse to let you apply for any more UK based accounts with us. Alternatively, we may close your **Account** under Condition 21.3 (Cancelling or closing your **Account**). The exception to this, is if you have a maturing fixed term savings account, you can move your maturing funds to another **Account** offered by us but cannot add funds to this **Account**. You will not be able to add another account holder or add further funds to any **Account(s)** held with us once you cease to be resident in the UK (except BFPO addresses).

5.5 If a minimum age or minimum balance requirement applies to your **Account**, we'll tell you in the **Account** opening process and the **Specific Conditions**. If you authorise anyone else to operate the **Account** as set out in Condition 20 (Allowing other people to manage your **Account**), you will be responsible for anything the attorney or receiver does or doesn't do.

5.6 We're required by law to check your identity and verify your address. If your **Account** is operated by an attorney, the identity and address of the **Account** holder and the attorney will need to be checked/verified. We'll also verify your **Nominated Account**. We may do this electronically (using an appropriate external agency) or we may ask you for documentary evidence. You can find more details about this on our **Website**.

5.7 Whilst your **Account** is open, we may also ask you to verify your identity and provide extra information to prevent money laundering, financial crime and to meet other legal and regulatory requirements. If your **Account** is operated by an attorney or receiver, we may also ask them to verify their identity and provide extra information. If we make a request and you/your attorney don't provide the information we may delay or refuse to make your payment and prevent you/your attorney from using your **Account**.

5.8 It is up to us whether to accept or reject an application, though we will always act in line with law and regulation. For example, we may reject an application because we have been unable to confirm your name and address. You should not send us any money until we have told you that we have received satisfactory evidence of your identity and your **Account** is open. Any money we receive before then is not protected by the Financial Services Compensation Scheme. If we reject an application and you have sent money to us, we'll return that money to the account it came from without interest.

5.9 If the amount of money we actually receive differs from the amount of money you have stated you will pay into your **Account** we'll pay into your **Account** the amount we actually receive and we'll tell you that we have done this.

5.10 The currency of the **Account** will be pounds sterling. You can only make payments to and from the **Account** in pounds sterling.

6 Joint Accounts

6.1 Some of our accounts can't be operated in joint names. Some of our accounts have restrictions on the number of account holders. If this is the case, we'll tell you in the **Key Features & Summary Box Document**.

6.2 If you have an **Account** that can be operated in joint names, you both agree that:

- you're both responsible (individually and together) for any money you owe us,
- each of you can use the **Account** on your own, without the other's approval (this includes being able to withdraw all the money in the **Account** and give instructions to close the **Account**) and each **Account** holder owns an equal share of the funds in the **Account.**

6.3 If one of you tells us about a dispute or that a relationship has broken down and that you only want the **Account** to be operated on the authority of both of you, you won't be able to operate the **Account** on your own. Instead:

- any instructions will then need the agreement of both of you;
- we can then suspend some services on your **Account** (including our **Online Services** and your ability to make **Payment Instructions**), and
- you are still responsible to us individually and together.

6.4 We'll only transfer the **Account** into the sole name of one of you if both **Account** holders agree.

6.5 If a relationship breaks down, we may close the **Account**.

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7 Nominated Accounts

7.1 You can have one **Nominated Account** (or more if we tell you in the **Key Features & Summary Box Document**) which will apply to all **Account(s)** held by **You** with us. You must use the **Nominated Account** for all payments into and out of your **Account(s)** held with us. Any interest you receive will also be paid into the **Nominated Account**, if you have chosen this option.

7.2 You will need to give us the account number and sort code of your **Nominated Account.**

7.3 You are responsible for making sure that your **Nominated Account** can receive **Electronic Transfers**. When we're paying money or interest payments out of your **Account** we'll send the money by **Electronic Transfer**.

7.4 If you want to change your **Nominated Account** then you can do this by logging in to our **Online Services**. We'll send you an email and **SMS** to your registered email address and mobile phone number telling you when the new **Nominated Account** is ready for use.

8 Paying in by Electronic Transfer

8.1 You can pay money into your **Account** by **Electronic Transfer** from your **Nominated Account**. You can do this by logging in to our **Online Services**. Your **Specific Conditions** will tell you whether there are any restrictions for transferring money into your **Account**.

8.2 When paying money in by **Electronic Transfer** you must provide your bank with our sort code 60-84-56, together with the account number of your **Account**. Our sort code is available on our **Website**. We will email you with the **Account** number of your **Account** after we have opened your **Account**. You can check your **Account** details by logging in to our **Online Services**.

8.3 If the correct information is not provided by your bank when they send money to us and we can't allocate the money to your **Account**, we'll return the money to that bank without interest. If this happens, we won't be responsible for any money you lose (e.g. loss of interest). This applies even if your bank gives us other information such as your name.

8.4 The balance shown on your **Account** may include payments into your **Account** which we're still processing and aren't yet available to you.

8.5 If any money we receive is sent from an account other than your **Nominated Account**, we'll return that money to the account it came from without interest.

8.6 We will usually credit money to your **Account** on the day that we receive it. Money paid in by **Electronic Transfer** will be available for you to pay out of your **Account** on that same day, subject to our withdrawal limits. For further information on how and when you can provide us with a **Payment Instruction**, please refer to Condition 10 (Taking money out of your **Account**).

8.7 If we pay interest on your **Account**, you'll start to earn interest on money paid into your **Account** on the same day, provided that we receive it on that day.

8.8 There may be a maximum or minimum limit to the amount of money that can be held in an **Account** – we'll tell you about any limits in the **Key Features & Summary Box Document**.

9 Paying in by standing order

9.1 A standing order is a regular payment that you can set up, amend or cancel as and when you like.

9.2 For some of our products, you will be able to set up a standing order on your **Nominated Accou**nt to make regular payments into your **Account** held with us. We'll let you know in the **Key Features & Summary Box Document** if you can do this on your **Account**.

9.3 Where you pay money into your **Account** by standing order, the money will start to earn interest on the day we receive it in accordance with Condition 8.7 (Paying in by **Electronic Transfer**).

9.4 If you receive money into your **Account** by standing order, you can pay that money out of your **Account** the same day subject to Condition 10 (Taking money out of your **Account**).

10 Taking money out of your Account

10.1 You can only make payments out of your **Accoun**t into your **Nominated Account** by **Electronic Transfer** or, if available, another account you have with us (subject to the conditions of that account). The **Key Features & Summary Box Document** will tell you whether you can make payments out of your **Account** into another account you have with us.

10.2 If you are making a payment, you must provide us with the sort code and account number for that account which you would like us to send money to. You can only make payments out of your **Account** if you have enough available money in your Account to cover the payment. The **Specific Conditions** will also give you more information on when and how many payments you can make from your **Account.**

10.3 We may apply financial and other limits to your instructions. For example, we may set limits for **Faster Payments**. We'll tell you what these limits are on our **Website** and may change them from time to time. We also apply internal limits to some kinds of payment for security reasons and we will not always tell you what these are.

How to give us Payment Instructions

10.4 If you want to make a payment out of your **Account** and if our **Online Services** self-serve facility is available, you can give us your **Payment Instruction** by logging in to our **Online Services**. If the self-serve facility is unavailable, please call us within our operating hours to give us your **Payment Instruction**. Our operating hours can be found on our **Website.**

10.5 If you give us a **Payment Instruction**, you're consenting to us making a payment from your **Account**.

10.6 We'll generally treat receiving a **Payment Instruction** from you at the time we actually receive it. The only exception to this is if we receive the **Payment Instruction** on a non-**Working Day**, then we'll treat it as having been received on the next **Working Day.**

Cancellation

10.7 In most cases, you won't be able to cancel a **Payment Instruction** once it has been treated as received by us.

Refusal to act on Payment Instructions

10.8 We can refuse to act on any **Payment Instruction** you give us, if:

- you don't have enough available money in your **Account**;
- we think it may cause us to be in breach of any law;
- we think it relates to fraud or another type of criminal act;
- you're in breach of your **Agreement**, or
- it exceeds any transactional limits we've previously told you about.

If we refuse to act on a **Payment Instruction**, we'll tell you:

- that we've done so;
- the reason why we refused, and
- how you can fix the situation, if you think we made a mistake.

We'll give you this information at the earliest opportunity and always by the end of the **Working Day** after the day we receive your **Payment Instruction** by calling you. For example, if we receive your **Payment Instruction** on Monday, we'll give you this information by the end of Tuesday.

We won't be able to tell you that we're refusing to act on a **Payment Instruction** if the law prevents us from doing so.

Where we are reasonably justified in refusing a **Payment Instruction**, we may charge you the cost of notifying you about our refusal.

Timing for payments out of your Account

10.9 If your **Payment Instruction** does not exceed our daily withdrawal limit, we take payments by **Electronic Transfer** from your **Account** on the **Working Day** that we receive your **Payment Instruction** or, on the **Working Day** after that if your **Payment instruction** exceeds our daily withdrawal limit.

If the **Payment Instruction** does not exceed our daily withdrawal limit, the payment will reach your **Nominated Account** on the **Working Day** we have received your **Payment Instruction**. If the **Payment Instruction** exceeds our daily withdrawal limit, the payment will reach your **Nominated Account** no later than the end of the next **Working Day**. PLEASE NOTE - unless our **Online Services** self-serve facility is unavailable, we do not accept **Payment Instructions** by telephone.

10.10 We may delay sending a **Payment Instruction** where we believe that someone other than you has acted fraudulently or dishonestly in relation to the payment. If that happens, we will always tell you about the delay and the reasons and any information we need from you by the end of the next **Working Day**. We won't tell you if it would be unlawful to do so. Your payment may take longer but will always reach your **Nominated Account** by the end of the fourth **Working Day** following when we treat your **Payment Instruction** as received.

11 Incorrect payments

Telling us about suspected incorrect payments

11.1 If you believe a payment on your **Account** was made incorrectly, you must tell us as soon as possible by:

- logging in to our **Online Services** and sending us a secure message, or
- calling us.

Your rights in relation to incorrect payments

11.2 We're responsible for making payments on your **Account** correctly. If you tell us a payment was made incorrectly, we will take the following actions.

Type of mistake we made	What we will do
We sent money to an account other than your **Nominated Account**	We'll refund the money.
We sent less money to your **Nominated Account** than you asked us to.	We'll send the missing money to your **Nominated Account**.
We sent more money to your **Nominated Account** than you asked us to.	We'll refund the additional money we've sent (anything above the amount you asked us to send).
We sent the payment to your **Nominated Account** later than we should have done.	If you ask us to, we'll contact the bank where your **Nominated Account** is held and ask them to correct the amount of interest and charges on your **Nominated Account** (so that it is as if the payment was received on time).
We don't add money to your **Account** that you've paid to us when we should have done	We will put the money in your **Account** and immediately make the money available to you.
We add money to your **Account** that shouldn't have been paid to you	Where possible, we'll immediately send the money back to the bank acting for the person from whose account the payment was made.

11.3 We'll also refund your **Account** with any fees and interest you've been charged or you may have lost in connection with the incorrect or late payment.

11.4 If you ask us to, we'll make immediate efforts to trace the incorrect payment free of charge and tell you what we find out.

BUT - we won't do any of these things and are not responsible for an incorrect payment on your **Account** where:

- you tell us about the incorrect payment more than 13 months after it happened,
- the incorrect payment happened because you gave us the wrong or insufficient **Payment Details**, or
- we can demonstrate to you (and if applicable, the bank of the person being paid) that the other bank received the payment correctly.

But in these situations, we'll still use reasonable efforts to recover any money paid out of your **Account** or not paid into your **Account**.

If you've given us the wrong or insufficient **Payment Details**, we may charge you our reasonable costs for trying to recover the money for you.

If you ask us in writing we will help you to recover the funds by providing you with all relevant information to claim repayment of the funds, including the name and address of the person to which the funds were sent so you can bring a legal claim against them.

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12 Interest and fees

12.1 We'll tell you about the initial interest rate(s) on your **Account** in the **Key Features & Summary Box Document**. For information on the current interest rate on your **Account**, please visit our **Website** or log in to our **Online Services**.

12.2 We calculate the interest we pay you on the money in your **Account** on a daily basis. The **Key Features & Summary Box Document** explains when and how often we may pay you interest.

12.3 Interest is calculated daily based on your **Account** balance at the end of each day and typically paid out according to the terms of your **Specific Conditions** (e.g. monthly or annually). This means that in a leap year, if you hold an account on February 29th, you will earn an additional day's interest.

12.4 You'll earn interest on the amount paid in your **Account** from the day we receive it until the day before the payment leaves your **Account**. For example, if you withdraw funds on a Tuesday, you won't earn interest on those funds on that Tuesday.

13 Overdrafts

No overdraft service is available on any of your **Accounts** held with us.

14 Security and some of your key responsibilities

14.1 You will need **Personal Security Details** so you can access your **Account** using our **Online Services**. We treat the use of **your Personal Security Details** as your consent to any instructions you give using our **Online Services**, telephone or other remote access channel. We'll tell you about any rules or restrictions that apply when choosing **Personal Security Details** which you must follow (for example, the length of a password).

14.2 If you have a joint **Account**, both of you will be given your own **Personal Security Details** and can operate available services on your own. You must not allow the other joint **Account** holder or anyone else to use your **Personal Security Details**.

14.3 We must be satisfied of your identity and can refuse your instructions if we doubt your identity.

14.4 We can suspend your **Personal Security Details** in the following situations:

- if we believe that this is necessary for security reasons. For example, if there have been too many unsuccessful attempts to access your **Account** using incorrect **Personal Security Details**; or
- if we have concerns about unauthorised or fraudulent use of your **Account**, remote access services or any related services which you can access using our **Online Services**, telephone or other remote access channel, or

14.5 If we withdraw your **Personal Security Details:**

- we'll tell you and our reasons why, beforehand if possible. If we're unable to tell you beforehand, we'll tell you immediately afterwards, and
- you can reset your **Personal Security Details** by logging in to our **Online Services**.

We don't have to tell you we're suspending your **Personal Security Details** if this would compromise our security or break a law.

14.6 It is vital that you take care of your **Personal Security Details** and personal information to help prevent fraud and protect your **Account**. We may contact you if we suspect or if you inform us that there are unusual payments on your **Account**.

You must also follow these instructions:

- always take reasonable steps to keep your **Personal Security Details** and selected personal information secret and dispose of them safely. Fraudsters use various methods to get personal information, like looking through rubbish bins. You should take simple precautions, like shredding paper containing personal information before you throw it out;
- don't let anyone else use your **Personal Security Details** or selected personal information - not even someone you share a joint **Account** with;
- don't disclose your **Personal Security Details** to anyone else, not even a member of our staff;
- don't disclose any **Personal Security Details** or other sensitive personal information to us using an unsecure means of communication, such as email;
- don't write down or record your **Personal Security Details** or personal information on any documents relating to your **Account**. If you do write down or record your **Personal Security Details** or personal information, disguise this information so it can't be understood by anyone else;
- only enter your **Personal Security Details** where you're asked to do so by an online banking screen. Please also follow any other instructions that screen gives you to ensure your online banking is secure. Any instructions will reflect good security practice, taking account of developments in technology;

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- take reasonable steps to avoid selecting **Personal Security Details** that may be easy to guess;
- take reasonable steps to ensure no one hears or sees your **Personal Security Details** when you use them;
- take reasonable steps to keep your **Personal Security Details** unique to the **Account** you hold with us;
- change your **Personal Security Details** immediately and tell us as soon as possible if you think that someone else knows them, or if we ask you to do so (for example, where we believe your **Account's** security may have been compromised), and
- don't record your **Personal Security Details** on any software which retains it automatically (for example, a 'save password' prompt).

When using our **Online Services** you must:

- ensure you are using up to date anti-virus software on the device you are using;
- ensure that you have fully logged off from our **Online Services** when you are not using it or whilst your device is unattended;
- treat emails from senders claiming to be from us with caution; and
- if you are suspicious about any emails or calls you receive, contact us as soon as possible.

15 Our Online Services

15.1 We can limit the amount you can pay into your **Nominated Account** from your **Account** or ask you to contact us for payments that require additional authorisation.

15.2 To help protect your security we may restrict how you can access our **Online Services** for example the web browsers that you can use to access our **Online Services**. We will publish details of such restrictions and any changes to them on our **Website**.

16 Loss or misuse of Personal Security Details and unauthorised payments

16.1 If you believe your **Personal Security Details** have been misused, or your **Personal Security Details** or selected personal information have become known to someone else, you must tell us as soon as possible. You must do this by:

- logging in to our **Online Services** and sending us a secure message, or
- calling us.

We'll then take immediate steps to stop your **Personal Security Details** from being misused.

16.2 You must tell us in line with Condition 2 (How to contact us) as soon as possible if you don't recognise a payment on your **Account**, and always within 13 months after the date of the payment. Otherwise, you may not be entitled to a refund.

16.3 You're not responsible if someone else uses your **Personal Security Details**:

- before you receive them,
- after you have told us about their loss, theft or unauthorised use as explained above, or
- if we failed to tell you how you must notify us of their loss, theft or unauthorised use,

unless you have acted fraudulently in which case you'll be responsible for the full amount of the payment.

16.4 We will refund the amount of the unauthorised payment. We will do this as soon as practicable, and always by the end of the next **Working Day** after we are notified of an unauthorised payment, unless we reasonably suspect fraud. We'll also refund your **Account** with any fees and interest you've been charged or you may have lost in connection with the unauthorised payment.

17 Your responsibility for unauthorised payments

17.1 You won't get a refund for an unauthorised payment if:

- you disclosed your **Personal Security Details** to someone else deliberately;
- you deliberately or very carelessly failed to follow any of the safeguards we tell you to follow to protect your **Account** and **Personal Security Details** (see Condition 14.6 (Security and some of your key responsibilities));
- you have deliberately or very carelessly failed to tell us without delay about the loss, theft, misuse or suspected misuse of your **Personal Security Details**, or
- you acted fraudulently.

17.2 If you dispute that you've carried out a payment with your **Personal Security Details**, we expect you to co-operate with us and the police in any investigations. We can give the police any information necessary to enable them to carry out their investigations.

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18 When we can make changes to this Agreement

18.1 We can change our **Agreement**:

- to take account of any changes in law, regulatory requirements, industry guidance or codes of practice;
- to take account of a decision by a court, ombudsman, regulator or similar body;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- to fix any errors, inaccuracies or ambiguities we may discover;
- to make it clearer or more favourable to you;
- to take account of any reorganisation we may conduct within the group of companies we're a member of, or to transfer our rights and obligations under this **Agreement** to another company in our group, or
- to respond to a change in the costs we incur in delivering our products and services to our customers.

18.2 We may also change the **Agreement** for any other reason, unless your **Account** is for a fixed term.

18.3 We may convert your **Account** to another account in our range if we have a valid reason (for example, if you are no longer eligible for the **Account** or we decide to no longer offer that particular type of account), and your **Account** is not for a fixed period.

Type of change	How far in advance will we tell you about the change?	How will we contact you?	Can you close your Account if you don't like the change we are making?
Changes to Payment Services Conditions and changes relating to the charges for payments in and out of your Account in the Tariff of Fees **For example, changes to paragraphs 8, 9, 10, 11, 16, 17 and 22 are all likely to be changes to Payment Services Conditions.**	Two months	By email, a message on your statement, or in any other way that will be sent to you individually.	Yes, you're free to close your **Account** (without notice, loss of interest or additional charges) until the date the changes apply. After this time, you'll be treated as having accepted the change.
Changes to any other parts of the Agreement. This means changes that do not relate to the Payment Services Conditions or the charges for payments in and out of your Account in the Tariff of Fees - to your disadvantage	30 days	By email, a message on your statement, or in any other way that will be sent to you individually.	Yes, you're free to close your **Account** (without notice, loss of interest or additional charges) at any time within 60 days (or 30 days if the change is to the **Tariff of Fees**) of the date we reasonably expect you will have received our notification to you of the change. After this time, you'll be treated as having accepted the change.
Changes to any other part of the Agreement. This means changes that do not relate to the Payment Services Conditions or the charges for payments in and out of your Account in the Tariff of Fees – not to your disadvantage	We won't tell you in advance. We'll tell you within 30 days of making the change.	On our **Website**.	No, if you want to close your **Account**, the usual notice periods will apply and any charges which apply to closing early. Your **Specific Conditions** will tell you about these, if they apply.
We convert your Account to another account in our range	At least 2 months' notice	By email, a message on your statement, or in any other way that will be sent to you individually.	Yes, you're free to close your **Account** (without notice, loss of interest or additional charges) until the date the changes apply. After this time, you'll be treated as having accepted the change.

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19 Changes to interest rates

19.1 We can change our interest rates or tiers:

- to take account of any changes in law, regulatory requirements, industry guidance or codes of practice;
- to take account of a decision by a court, ombudsman, regulator or similar body;
- to respond to a change in the costs we incur in delivering our products and services to our customers;
- to reflect a change in the **Bank of England Base Rate**;
- to reflect a change or anticipated change in money market interest rates or the cost to us of money we lend, or
- to reflect a change in market conditions or in general interest rates, including the interest rates charged or paid by other banks or financial institutions in the UK on their similar accounts.

19.2 We can also change the interest rates and tiers on your **Account** for any other reason.

Type of change	How far in advance will we tell you about the change?	How will we contact you?	Can you close your Account without interest or charges if you don't like the change we are making?
A change to your interest rate to reflect a change to the reference rate which your rate is linked to. Your Specific Conditions will tell you if your Account has a tracker interest rate	We won't tell you in advance. We'll tell you as soon as reasonably possible afterwards.	On our **Website.**	No, if you want to close your **Account**, the usual notice periods will apply and any penalties which apply to closing early. Your **Specific Conditions** will tell you about these, if they apply.
Increasing the interest rate or changing the tiers to your advantage	We won't tell you in advance. We'll tell you as soon as reasonably possible afterwards.	On our **Website**.	No, if you want to close your **Account**, the usual notice periods will apply and any penalties which apply to closing early. Your **Specific Conditions** will tell you about these, if they apply.
Decreasing the interest rate or changing the tiers to your disadvantage	EITHER: 14 days' notice.	By email a message on your statement, or in any other way that will be sent to you personally.	Yes, you're free to close your **Account** (without notice, loss of interest or additional charges) within 30 days of the date we reasonably expect you will have received our notification to you of the change.
	OR: At least 14 days' notice on top of (i) the usual notice period which applies to your **Account** or (ii) 30 days if that is longer than the usual notice period	By email, a message on your statement, or in any other way that will be sent to you personally.	No, if you want to close your **Account**, the usual notice periods will apply and any penalties which apply to closing early. Your **Specific Conditions** will tell you about these, if they apply.

19.3 You can always find the current interest rates which apply to your **Account** on our **Website.**

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20 Allowing other people to manage your account

20.1 Your **Account** can be operated by a third party where any of the following have been registered with us:

- Power of Attorney (Lasting, General or Enduring),
- Court of Protection Order,
- **Receivership Order**,
- Guardianship Order (missing persons).

20.2 If you wish to register a third party on your **Account**, please call us. PLEASE NOTE - any third party can't access or operate your **Account** via our **Online Services**. Any payments from your **Account** authorised by a third party must be made to your **Nominated Account.**

20.3 Following registration of a third party on your **Account** in accordance with Condition 20 (Allowing other people to manage your **Account**), you will still be able to manage your **Account** by logging in to our **Online Services**.

21 Cancelling or closing your Account

Cancelling your Account

21.1 If you have a right to cancel when you open your **Account**, this will be set out in your **Account's Key Features & Summary Box Document**. If, within 14 days of first opening your **Account**, you would like to cancel your **Account**, let us know by:

- calling us; or
- logging in to our **Online Services** and using the self-serve facility (if this service is available) for **Account** closures.

If you don't cancel, the **Account** will continue until you or we close the Account.

21.2 If you cancel your **Account** within 14 days of first opening it, we won't charge you for this. If your **Account** is in credit, we'll promptly following receipt of your **Payment Instruction** send all the money in the **Account** (less any pending payments) together with any interest earned on it (if applicable) by **Electronic Transfer** to your **Nominated Account**.

Closing your Account

21.3 Unless the terms of your **Account** in the **Specific Conditions** say otherwise, you or we may close your **Account** at any time by giving the other notice. If we decide to do this, we'll usually give you at least 2 months' notice.

BUT if you're in significant breach of your **Agreement** with us, or have failed to fix a breach where we've asked you to, we may close your **Account** immediately. This includes where:

- you act abusively, offensively or violently towards our staff;
- you become bankrupt;
- you misuse your **Account**;
- you act dishonestly with us, or
- you act in any way to give rise to reasonable suspicion of fraud or other criminal activities.

What happens if someone dies

21.4 Where an **Account** is held in your sole name and is closed following your death, we will need to receive certain documents before we can take any action. Once we receive those documents, we will pay the amount in your **Account**, together with any interest earned up to the end of the day before the date of closure of the **Account**, to your personal representatives or the beneficiary of your estate. We will send the money by **Electronic Transfer**.

21.5 Where a joint **Account** holder dies, the **Account** will remain open in the name of the remaining **Account** holder. If there is no **Account** holder who survives you we'll:

- freeze your Account, and
- normally hold the money in your **Account** until we receive the right forms from your estate.

What happens after closure or cancellation

21.6 We'll pay any money in your **Account** and any interest you've earned (less any pending payments and fees) into your **Nominated Account**. The terms of our **Agreement** will continue until any money you owe us has been paid.

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22 Statements

22.1 Statements relating to your **Account** are provided to you online by logging in to our **Online Services**. You should regularly check your statements and let us know as soon as you can if you think they're wrong.

22.2 Your statement(s) will include the following information on any payment:

- details of the payments into and out of the **Account** including a reference so you can identify the payment;
- the amount of the payment;
- any charges (and where applicable, a breakdown of such charges) applied to your **Account** in relation to the payment, and
- in the case of a payment out of the **Account**, the date the funds were taken from the **Account**, or in the case of a payment into the **Account**, the date of payment of those funds into the **Account**.

22.3 We will provide you with a statement monthly.

22.4 We will email you and send you a **SMS** to let you know a statement is available to view online. You should print or download a statement each month for your future reference. This information will be available to you 24 months after closure of your **Account** by logging in to our **Online Services**.

22.5 We may charge you our reasonable costs for providing a duplicate of a statement that we have previously provided.

23 Tax

We will deduct tax and costs from the interest we pay to you when required to by applicable laws or regulation. Depending on your circumstances, other taxes or costs may exist that aren't paid through us or charged by us. It is your responsibility to ensure that this tax is paid. If you're unsure about your tax position you can get professional tax advice, or find more information on the HMRC website.

24 Transferring your Account

24.1 We may transfer your **Account** to another company or firm to operate your **Account**, and in doing so, transfer our rights and obligations under this **Agreement** to them. If we decide to do this, we'll give you 30 days' written notice first, and in this notice we'll remind you of your right to close your **Account** if you don't like the new company or firm, or if you don't want your **Account** to be transferred to them.

24.2 We'll only transfer our rights and obligations under this **Agreement** to another company or firm if:

- they are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (or any other regulatory body or bodies which replace them),
- they agree to exercise those rights or perform those obligations in accordance with a statement of policy which we approve before the transfer, and
- we reasonably think that policy is no less favorable to you than the one we were following before the transfer.

24.3 We may also appoint any company or firm, whether or not in our group, to carry out any of our roles or duties under this **Agreement**, and we may provide information to them about you and your **Account**. But before we appoint them, we'll make sure that they're competent to carry out their proposed functions and responsibilities.

This includes appointing an agent to recover money you might owe us, or transferring our rights to a third party for any money owed by you to us.

24.4 You can't transfer any of your rights or obligations of your **Account** to someone else. This means that you cannot, for example, use the money in your **Account** as security for money you borrow from someone else.

25 Notices and contacting you about your Account

25.1 We tell you in this **Agreement** if there is a specific way you need to contact us about something. For example, please see Condition 10 (Taking money out of your **Account)** which tells you how you can make a withdrawal. Any other notices you want to give us, should be given to us by calling us, emailing us or logging in to our **Online Services** and sending us a secure message. PLEASE NOTE - we do not accept requests for **Account** or personal detail changes via secure message.

25.2 We may contact you:

- by email;

- **SMS**; or
- by secure message on our **Online Services**.

If you have a joint **Account** then we may send a notice to you both at the email address we have for the **Account** holder whose name appears first in the online application. If your relationship with the other **Account** holder has broken down, we will, if you ask us to, send such information to each of you at different addresses.

Please remember that communications may contain confidential information and if anyone else has access to your email inbox they may be able to see this.

We will use whichever of these contact methods we think is most appropriate if we need to contact you about fraud or security threats relating to your **Account**.

25.3 You must make sure the contact details you give us are accurate and kept up to date.

You must tell us if your address, email or mobile phone number changes, by logging in to our **Online Services**.

If you don't, you may not get important **Account** information from us, including information about changes to this **Agreement**, fees, interest rates, and so on.

BUT PLEASE NOTE - in this case, these changes or new fees, interest rates and so on will still apply to you.

26 Data Protection and use of your personal information for Electronic Transfers

We may obtain, access, retain and process your personal data for the purposes of making an **Electronic Transfer** to you or receiving an **Electronic Transfer** from you.

We will collect and use your personal data in accordance with our privacy policy, which can be found on our **Website**.

27 Circumstances outside our control

We won't be responsible to you for any money you lose as a result of circumstances which are outside our reasonable control, including those which arise from us complying with legal requirements. Also, if we're unable to provide services to you because of circumstances outside our control, we won't be responsible for any money you lose.

28 Call recording and monitoring

We may record and monitor telephone calls:

- to make sure that we carry out your instructions accurately,
- to maintain the quality of our service and for security and training purposes,
- for regulatory purposes,
- as evidence in any dispute relating to our services, and
- to help us monitor and improve the quality of our service.

29 Enforcement costs

We can charge your **Account** with our reasonable costs of enforcing our **Agreement**. These costs can include costs in tracing you, collection agency costs and legal costs. You must pay these costs to us immediately.

30 Law and Jurisdiction

30.1 The official language of this **Agreement** is the English language only, which language shall be determinative in all respects.

30.2 All communications, data, documentation, and disclosures of information between you and us under this **Agreement** will be in English and the English language will be the governing language in the performance of this **Agreement**.

30.3 Any and all formal notifications made or given pursuant to this **Agreement**, shall be in the English language.

30.4 If there is any translation of this **Agreement** or any other communications, data, documentation, and disclosures into any language other than English this will be for reference only and without legal effect and shall not be binding on you and us nor shall such other versions be admissible in any legal proceeding, including arbitration, brought under this **Agreement**.

30.5 It is important that you carefully read and understand this **Agreement** before signing it. If there is any term that you do not understand,

please take independent legal advice or discuss it with us before signing.

30.6 English law will decide any legal questions about this **Agreement** and our dealings with you generally and the courts of England and Wales shall have exclusive jurisdiction unless you live in Scotland or Northern Ireland in which case the laws and courts of Scotland or Northern Ireland shall apply.

30.7 Each of the conditions of these **Savings Account Conditions** operates separately. If any court or relevant authority decides that any part of these **Savings Account Conditions** is unlawful, the remaining parts will continue to apply to you.

31 When we can use money between Accounts

If any money is overdue for payment on any other account you have with us or any part of our group of companies, we may take the money you owe us out of your **Account** to pay that money. We can do this where you have **Accounts** which are held in your sole name as well as joint **Accounts** you hold with another person. Where possible, we'll give you advance notice, unless we reasonably think you may move your money to stop us. Where we take money from your **Account** for this reason, we'll tell you we have done so.

32 Dormant accounts

If your **Account** becomes dormant, we may participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008 (as may be amended from time to time). The purpose of the scheme is to enable money in dormant **Accounts** (meaning balances in **Accounts** that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant **Accounts** to Reclaim Fund Limited ('RFL'). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your **Account** to RFL, you'll have against RFL whatever right to payment of your balance you would've had against us as if the transfer had never happened. However, we'll remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we'll do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your balance.

Both we and RFL participate in the FSCS. The transfer by us to RFL of your balance will not negatively affect any entitlement you have to compensation from the FSCS.

33 Bankruptcy or other legal claims

33.1 If a claim is made for any of the funds in your **Account** (for example, if someone takes legal action to recover funds they believe belong to them), if we know or believe that there is a dispute involving another party about who owns or controls funds in the **Account**, or if a bankruptcy petition (or any equivalent insolvency process, including in Scotland a petition for sequestration) is presented against you, we may:

- suspend your **Account** and refuse to pay out any funds until we are satisfied that the claim is resolved or the bankruptcy petition or equivalent insolvency process has been recalled,
- continue to rely on the current records we hold about you,
- apply for a Court Order; or
- take any other action we feel is necessary to protect us.

33.2 If we have acted reasonably, we will not be liable to you for taking any of those steps.

34 Third party claims

34.1 We will only recognise named account holders as the owners of an **Account**. We will not recognise any trust or claim to the **Account** by unnamed persons unless the law requires us to do so.

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KentReliance

THE INFORMATION BELOW IS NOT PART OF THE SAVINGS ACCOUNT CONDITIONS

How to make a complaint

If we don't deliver the standard of service you expect, or you think we've made a mistake, please let us know. You can do that by:

- writing to us at Kent Reliance, OneSavings Bank, Sunderland, SR43 4AB
- calling us on **01634 848 944**
- logging in to our **Online Services** and sending us a secure message.

We'll investigate the situation, and if appropriate, try to put things right as quickly as possible.

A copy of our complaints procedure is available on request or you can call us on **01634 848 944**.

If you're not happy with the way we deal with a complaint, you may be able to refer the matter to the Financial Ombudsman Service. Details about how to complain to them are available at **financial-ombudsman.org.uk** or you can contact them at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Important information about compensation arrangements

Your eligible deposits with Kent Reliance are protected up to a total of £120,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. Any deposits you hold above the limit are unlikely to be covered. For further information visit **fscs.org.uk**.

Please note that on the FSCS website, Kent Reliance is registered under the name of OneSavings Bank Plc.

We can provide literature in large print, Braille and audio. Please ask us for this document in an alternative format if you need it. If you require any additional support with managing your account, you can contact us either by phone, in writing or by visiting www.kentreliance.co.uk for more information.

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one Savings Bank

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