



**Close Brothers**  
Savings



**Personal Savings**  
**Terms and Conditions**



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## Glossary

Account	Any and all accounts you have with us (including Joint Accounts), unless we make it clear that a condition applies only to a particular type of Account
Additional Permitted Subscriptions	An additional subscription which can, subject to eligibility criteria prescribed by the ISA Regulations, be made into an ISA following the death of an account holder's spouse or civil partner within the Permitted Period
Annual ISA Allowance	The maximum amount that may be invested in an ISA in a Tax Year in accordance with the ISA Regulations
Authorised Parties	A person who has been given permission on an Account. Usually individuals who hold Power of Attorney for an Account holder or a court-appointed deputy
Bank Holiday	Any weekday which is a public holiday in England, Scotland, Wales and Northern Ireland on which banks are closed for business
Cash ISA	An ISA that comprises only of a cash component and which fulfils the requirements of the ISA Regulations to provide tax-free income
Cash ISA Account	An Account which has been opened as a Cash ISA under these General Terms and Conditions
Cooling Off Period	The 14 calendar days following the opening of your Cash ISA Account during which time you may cancel your ISA
Current Tax Year Subscriptions	Subscriptions made into your ISA(s) during the current Tax Year that count towards your Annual ISA Allowance
Funding Window	Period following Account opening where you can deposit funds
General Terms and Conditions	The overarching terms and conditions which apply to your Account(s) and related services provided by Close Brothers Savings (a trading style of Close Brothers Limited)
HMRC	Her Majesty's Revenue and Customs
ISA	An Individual Savings Account managed in accordance with the ISA Regulations. Any ISA opened with us under these General Terms and Conditions will be a Cash ISA
ISA Manager	An account manager of an ISA that fulfils the requirements of the ISA Regulations
ISA Regulations	Any applicable legislation which governs ISAs and in particular, the Individual Savings Account Regulations 1998 (as amended or replaced from time to time)

ISA Terms	The additional terms and conditions in Section C that govern our Cash ISA Accounts
Joint Accounts	An Account held by two individuals, with both having access to the same Account
Nominated Bank Account	The UK bank account in your name(s) and nominated by you as the account that will be linked to an Account with Close Brothers Limited. This is the account you must make payments to and from. You may ask us to change this at any time
Online Banking	The service we provide which enables you to view and manage your Account(s) and any other products and services we may offer via the Website
Permitted Period	The period of time prescribed by the ISA Regulations for making an Additional Permitted Subscription
Personal Savings Allowance	The tax-free allowance given to individuals each Tax Year for interest earned on their savings
Previous Tax Year Subscriptions	Subscriptions made into your ISA(s) during Tax Years prior to the current Tax Year that counted towards your Annual ISA Allowance for the Tax Year in which the subscription was made
Product Terms and Conditions	Any terms which apply to a specific Account you hold with us
Reference Interest Rate	A rate which is not set by us and is publicly available, so you can find it and check it independently (for example the Bank of England base rate)
Security Details	The details that are used to verify your identity for the purposes of giving payment instructions or for accessing and giving instructions in Online Banking, such as passwords, security codes, memorable information, one time pass codes or phone numbers.
Stocks and Shares ISA	An ISA that comprises of a stocks and shares component and which fulfils the requirements of the ISA Regulations
Tax Year	6 April in one year to 5 April in the next year
Total Deposit Amount	The total amount of funds a customer would like to deposit as part of their Fixed Rate Bond or Fixed Rate Cash ISA Account application
Website	<a href="http://www.closesavings.co.uk">www.closesavings.co.uk</a>
Working Day	Monday to Friday, 9am-5pm (excluding UK Bank Holidays)

## Section A

### General Terms and Conditions

These General Terms and Conditions apply to the accounts and related services provided by Close Brothers Savings (trading style of Close Brothers Limited). Together with the relevant Product Terms and Conditions they form the basis of the contract between you and us. You will be provided with the Product Terms and Conditions before you open an Account.

‘We’, ‘us’ and ‘our’ means Close Brothers Limited and ‘Close Brothers Group’ means us, our parent company and any companies we or our parent company totally or partly own at any time; and

‘You’ and ‘your’ means the persons named on the Account or an Authorised Party

If the Product Terms and Conditions conflict with these General Terms and Conditions, the Product Terms and Conditions will apply. Section B contains specific terms and conditions for Close Brothers Savings Personal Notice Accounts and Fixed Rate Bond Accounts. Section C contains specific terms and conditions for Close Brothers Savings ISA Accounts. The terms and conditions in Section B and C may change some of the General Terms and Conditions so please read these if applicable.

Where Online Banking clauses are in use, you acknowledge that all intellectual property rights related to Online Banking are the sole property of us or our licensors. You are prohibited from sub-licensing, copying, renting, transferring, selling, displaying, publishing, broadcasting, dealing, distributing, reverse engineering, amending or commercially using such rights whether totally or partially.

You can also find a copy of these General Terms and Conditions on our Website.

#### 1. Opening an Account

- 1.1 Our Accounts are available to individuals, aged 18 years or over, who are resident in the UK, unless otherwise stated in the Product Terms and Conditions.
- 1.2 We accept up to two persons per account, unless Authorised Parties are held on the Account. Cash ISA Accounts can be held in one name only.
- 1.3 To open an Account with us, you will need to provide us with a completed application form, an initial deposit (if specified in the Product Terms and Conditions) and any documentation we may require relating to your identity and residency. If we are unable to verify your identity or residency, we reserve the right to cancel your application and any other Accounts you hold with us in accordance with the relevant Product Terms and Conditions.
- 1.4 We accept no liability whatsoever for any financial penalty (whether criminal or civil), for any damages, or for any costs or charges incurred by you as a result of the falsification of, or inaccuracies in, information provided by you or your authorised official to us concerning your identity and residency, or any resultant delay caused by such falsification or inaccuracies.
- 1.5 We will ask you for information about you and/or your Account when you contact us over the phone to help us keep your Account secure. We will only accept this information from Account holders or Authorised Parties.

#### 2. Joint Accounts

If you have a Joint Account with us the following conditions will apply:

- 2.1 Each of you is separately responsible for complying with these General Terms and Conditions, the Product Terms and Conditions.
- 2.2 We can accept instructions from any one of you. In some instances, we may insist that both of you authorise instructions to us. If you wish to apply for a new product or service, we must receive instructions from both Account holders.

- 2.3 If we are made aware of conflicting instructions from Joint Account holders we may refuse to action these instructions and any future instructions until both Account holders agree on an instruction.
- 2.4 We will only contact one of you unless there is a specific legal requirement to contact both of you, or if 2.3 applies. This person is responsible for sharing the information with the other Account holder.
- 2.5 Each of you is separately and jointly liable for any money owed to us in respect of those Accounts. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of you.
- 2.6 If one of you dies, the survivor will continue to operate the Account,

### 3. Your instructions

- 3.1 You can give us instructions in writing, over the telephone, or online through our Online Banking service. Where applicable, some restrictions may apply (for example we may suspend access to Online Banking or require additional verification for instructions for security reasons).
- 3.2 There may be occasions where we need to ask you for additional information or documentation before we can carry out your instructions.
- 3.3 We may refuse to carry out any instructions without explanation where we believe it to be against regulation and/ or law.

### 4. Payments into your Account

You can make payments into your Account either electronically or by cheque, unless otherwise specified in your Product Terms and Conditions.

- 4.1 All funds deposited must be drawn on or come from your Nominated Bank Account, which must be an account with a UK bank or building society in your name or for a Joint Account, an account either in your joint names or in either of your sole names. We will return any funds which are not received from your Nominated Bank Account. Separate terms relating to Cash ISA transfers are set out in the ISA Terms and Conditions.
- 4.2 Third party payments will not be accepted and will be returned to the sending bank. Separate terms relating to Cash ISA transfers are set out in the ISA Terms and Conditions.
- 4.3 We will refuse to accept payments if we reasonably believe that doing so might break a law, regulation, code or other duty which applies to us.
- 4.4 All funds deposited must be in the currency of the Account. If funds are received by us in the incorrect currency, this will result in us returning the funds to the sending bank. We are not responsible for any deductions incurred through currency exchange or bank charges.
- 4.5 We won't be held responsible for losses or delays to payments into your Account, if caused by you or your Nominated Bank's error or a factor outside of our control.
- 4.6 A payment may be recalled by the bank which holds your Nominated Bank Account if you do not have sufficient funds in that account for the payment to be honoured or, alternatively, because a payment has been credited to your Account by mistake. If this happens, we may take the payment out of your Account.
- 4.7 If a payment takes an Account over its maximum balance, we reserve the right to return the additional payment to you without interest.

#### Deposits by electronic transfer

- 4.8 Electronic transfers should be sent to Close Brothers Limited using the instructions and details on our website.
- 4.9 Funds received electronically from your Nominated Bank Account, in the currency in which the Account is denominated will be credited to your Account and available immediately on receipt,



unless they are received on a non-Working Day or later than 5pm on a Working Day. If this happens, they will be credited to your Account on the next Working Day.

#### Deposits by cheque

- 4.10 Deposits made by cheque should be posted to us and made payable to Close Brothers Limited Re: 'Account Holder's name' and should be in the currency in which the Account is denominated. Cheques should not be submitted to us before the date entered on the cheque. We may, at our discretion, accept or return a cheque dated more than six months prior to the date of presentation. We will not be liable for any consequences of doing so.
- 4.11 Endorsed cheques payable to third parties are not acceptable.
- 4.12 In the event that your cheque is returned to us after we have credited your Account, the Account credit may be reversed without your prior consent. We will tell you when this has happened and ask for the payment again. Please note, any unpaid cheques will be securely destroyed.
- 4.13 We deal with cheques subject to the rules and clearing processes of the applicable cheque clearing systems. It will normally take up to three Working Days for a cheque to clear, provided the currency is sterling, however in certain circumstances it may take longer.

#### When we start to apply interest on payments made into your Account

- 4.14 Provided the Account opening procedures have been met, interest will be payable on payments made into your Account as follows:
- Payments made by electronic transfer: from the day we receive the funds, provided a payment is received before 5pm on a Working Day; and
  - Cheques: from when both the Account opening procedures are complete and the cheque has cleared.

### 5. Withdrawing from your Account

You can make withdrawals and transfers from your Account subject to the specific Terms and Conditions that apply to your Account as set out in Section B and C and your Product Terms and Conditions. This section doesn't apply to transfers of all or part of an ISA to another ISA manager, which are covered separately under Section C.

- 5.1 Withdrawals can only be made to your Nominated Bank Account or another Close Brothers Savings Account (where specific Terms and Conditions allow). Your Nominated Bank Account or Close Brothers Savings Account must be in the same currency as your Account.
- 5.2 Instructions to withdraw funds must be received by contacting us in writing, by telephone or online through our Online Banking service. You may be asked to provide certain Security Details in order to make a withdrawal.
- 5.3 It is important that you provide us with the correct information for your Nominated Bank Account. We will not be responsible for delays or losses incurred if you provide us with incorrect details.
- 5.4 Withdrawals from your Account may be subject to a fixed term or notice period (as specified in the Product Terms and Conditions). Accordingly, to make a withdrawal you must have sufficient funds available in your Account at the end of the Working Day before it is due to be made.
- 5.5 We may check a payment request with you by asking you to confirm it (either in writing or verbally). If we do this, we will not act on it until you have confirmed it. To avoid any delay you must confirm the request as soon as possible.
- 5.6 Subject to clause 5.3, we shall ensure that your payment is made to your Nominated Bank Account or other Close Brothers Savings Account by the end of the Working Day following the Working Day on which your request is made (subject to any additional confirmations we require). Where a payment request is made after 5pm on any Working Day, it is considered as being made on the next Working Day.

5.7 We may refuse to make a payment out of your Account if:

- You do not have the sufficient funds available to make the payment at the end of the Working Day before it is due to be made. Where you have more than one instruction placed, a payment instruction can be refused if the instructed payment exceeds the available account balance including any pending instructions;
- We reasonably believe the security of your Account has been compromised, or you have notified us of a security concern;
- We have not been able to fully verify you as part of our ongoing money laundering checks;
- We believe it is necessary to prevent unauthorised, illegal or fraudulent activity;
- An arrangement has been made which requires someone else to additionally authorise the instruction;
- You have not authorised the payment in the manner agreed between us;
- A court order has been made requiring us to refuse the payment; or
- We need to do so to comply with the law of any jurisdiction.

We will endeavour to inform you why we have refused to make a payment as soon as we can, unless prevented from doing so for legal or security reasons.

5.8 We do not offer a foreign exchange service. We will only make payments in the currency in which your Account is denominated.

5.9 When making a payment, we may route the payment through other banks. We retain the right to appoint banking providers as necessary and change them without customer notification.

## 6. Online Banking

These clauses apply to your use of Online Banking. With Online Banking you can access information about your Account(s), give us instructions and use other functionality that we make available from time to time.

If you are a Joint Account holder, each person named on the Account has the option to register for Online Banking separately and should hold separate Security Details to access and use the service.

### [Accessing Online Banking and its availability](#)

6.1 You can find details on how to use Online Banking on our Website.

6.2 You are responsible for ensuring that the equipment and devices that you use to access Online Banking at all times are compatible. Compatibility requirements can be found on our Website. You must take reasonable steps to ensure that the appropriate anti-virus, anti-malware and firewall technology is installed on the equipment and devices you use to access Online Banking and is kept up to date. We do not promise that the operation of the Website or Online Banking will be uninterrupted or error-free, nor that they will be free from viruses, corrupted files, Trojan horses or other similar software or programs that may be used to access, modify, delete or damage any data files or other computer programs used by you.

6.3 Although we will use reasonable efforts to keep the Website and Online Banking available to you at all times, from time to time either or both may be unavailable, for example in order to undertake maintenance or perform upgrades. Where possible, we will let you know in advance of a planned interruption. We will not be liable to you for any loss or damage arising to you if the Website and/or Online Banking is unavailable at any time or if access is interrupted.

6.4 Online Banking uses a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using Online Banking from outside the UK.

6.5 There is no charge for Online Banking. However, other taxes or costs may exist that are not paid via us or imposed by us. For example, your internet provider may charge you

### [Instructions to us and secure messages](#)

6.6 You must enter your Security Details to access and/or carry out any action through Online Banking. For some instructions, you will need to tell us your mobile phone number so that we can send you

a one-time passcode in order for you to be able to complete certain transactions. We will only send you a passcode when you have taken steps to access Online Banking.

- 6.7 You authorise us to accept and act on your instructions and to pay to and from your Account(s) the amounts involved when the transaction has been authenticated by the use of your Security Details in Online Banking. You will not be able to revoke, cancel, amend or replace payment instructions through Online Banking.

You may send us secure messages in Online Banking, however you should not send us a message:

- which requires immediate attention or urgent action, such as a message reporting the compromise of your Security Details. When an instruction requires immediate or urgent attention, please contact us by telephone; or
- which is offensive, frivolous or otherwise inappropriate.

- 6.8 We may send you secure messages in Online Banking concerning any Account(s), products or services which you have with us, including Online Banking, or any other service-related matters. You should check your secure messages regularly and every time you log in to Online Banking as the messages may contain important information.

#### Blocking access and refusing transactions

- 6.9 We may at any time suspend or restrict your access to Online Banking if:
- You are a Joint Account holder, and we have reason to believe or we are advised of a dispute between the two Account holders;
  - We are concerned that your Security Details may have been compromised or misused;
  - We suspect that Online Banking is being used to access your Account(s) in an unauthorised, illegal or fraudulent manner;
  - We need to do so to comply with the law of any jurisdiction;
  - In our reasonable opinion you breach these General Terms and Conditions; and/or
  - You make a report to us under clause 7.4 below.
- 6.10 Unless telling you would be unlawful or would compromise security, where possible we will tell you, giving our reasons, before suspending or restricting your access to Online Banking. Where it was not possible to tell you in advance, we will inform you afterwards, giving our reasons.
- 6.11 We will restore your access to Online Banking (and confirm by email that we have done so) as soon as practicable once the reasons for the suspension or restriction cease to exist.

#### Changes to Online Banking

- 6.12 The layout, form and wording of the site(s) or screens through which you access Online Banking is subject to change by us.

#### Cancelling access

- 6.13 You can stop using Online Banking and/or you can cancel your registration without charge at any time by contacting us using the details at the back of this booklet.
- 6.14 If your relationship with us comes to an end, you may continue to access your Account information for a period of up to 7 years after the date your Account is closed. We may however, cancel your access to Online Banking at any time during this period.

## 7. Security Details

- 7.1 We will provide authentication procedures and Security Details for the verification of your identity in order to place instructions with us or to access your Account through Online Banking.
- 7.2 You must take all reasonable precautions to keep your Security Details safe and prevent their use by an unauthorised person. You must comply with all reasonable instructions we issue regarding keeping your Security Details safe. Details of how we expect you to keep the Security Details safe can be found on the Website. We may change the security steps we expect you to take at any time and will give you advance notice if we do so.

7.3 We will never ask you to tell us your Security Details. You should not provide your Security Details to anyone, even if that request seems to come from us.

7.4 If you know or suspect that:

- your Security Details are lost, stolen, known by an unauthorised person or used without your permission;
- the device through which you normally access Online Banking has been lost, stolen or misappropriated; and/or
- someone else (other than an Authorised Person) has access to your Account, you must tell us immediately either by calling us on 020 3857 3050 (please refer to closesavings.co.uk for details on opening times) or by emailing us at savings@closebrothers.com. If you are using Online Banking, you must also change your Security Details for accessing Online Banking immediately.

7.5 We will not be liable to you for any loss or damage arising from any unauthorised transaction where you acted fraudulently or where you have intentionally or negligently failed to use your Account in accordance with these General Terms and Conditions (including the obligation to keep safe the Security Details and to notify us under clause 7.4 immediately of any compromise to their security).

7.6 We may disclose your details to the police or any prosecuting authority if we have reason to believe that you or anyone else has acted fraudulently on your Account or Online Banking.

## 8. Dealing with payment issues

8.1 If you think a payment has been processed, which has not been authorised by you or has been processed in error, you must tell us immediately (and no later than 13 months from the date of the payment). If we are satisfied that such payment has not been authorised by you or has been processed in error, we can then refund your Account and restore your Account to the state it would have been in had that payment not been made, unless clauses 8.2 to 8.6 apply.

### Unauthorised payments

8.2 If an unauthorised payment has arisen from the loss, theft or misappropriation of any Security Details we have provided to you for the purpose of instructing payments from your Account you will be liable for up to £35 of any money taken from your Account. You will not have any liability for unauthorised payments that have arisen:

- (unless clause 8.3 applies) before the loss, theft or misappropriation could have been detected by you; or
- after you have notified us of such loss, theft or misappropriation in accordance with clause 7.4.

8.3 You will not be entitled to a refund if you have acted fraudulently, or you have intentionally or with gross negligence failed to comply with your obligations under these General Terms and Conditions regarding the use and safekeeping of your Security Details.

### Payment errors

8.4 If you have asked us to make a payment from your Account but it does not arrive in your Nominated Bank Account and we have executed it in accordance with the information you have given us, we will not treat this as an error on our part and you will not be entitled to a refund. We will however, immediately and without charge make efforts to trace the money and will notify you of the outcome. If we are unable to recover the funds we will, on request, provide you with all available relevant information in order for you to claim repayment of the funds.

8.5 If you have asked us to make a payment from your Account but it does not arrive in your Nominated Bank Account and we can prove that it was received by the bank which provides your Nominated Bank Account, you will not be entitled to a refund. It will be the receiving bank's responsibility to credit the funds to your Nominated Bank Account.

8.6 We will not be responsible for payment errors that are due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

## 9. Limitation of liability

9.1 Except for our liability for unauthorised payments or payment errors (as set out in clause 8 above), we will not be liable to you in any circumstances for any of the following:

- business losses;
- losses that were not foreseeable by us when you opened your Account;
- any losses or costs caused by circumstances outside our control (for example failure in an internet service not caused by us);
- loss or damage arising from any failure of any equipment, software or services which is required for the successful use of the Website or Online Banking, over which we have no control;
- loss or damage caused by any form of malware or other technologically harmful material that might infect your computer, device or equipment, programs, data or other proprietary material due to your use of the Website and/or Online Banking; and
- any loss to you if you do not keep to these General Terms and Conditions because of our obligations under law or regulation.

9.2 Nothing in these General Terms and Conditions will exclude or limit any liability we have as a result of acting fraudulently or with extreme carelessness or any duty or liability we may have to you under applicable law, or any liability that cannot lawfully be excluded.

## 10. Fees and charges

10.1 Unless we tell you otherwise, we will not charge you for opening or holding an Account with us. However, we reserve the right to charge for additional services that are not part of the normal service we have agreed to provide to you as follows:

Duplicate statements, advices, confirmations	£7.00
Summary of Accounts	£7.00
Duplicate annual certificate of interest	£7.00
Duplicate audit letters	£10.00
CHAPS / SWIFT transfer for less than £250,000	£10.00

10.2 We may vary fees and charges for our services as set out in clause 15.

10.3 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your Account.

10.4 If any tax or other charge is required to be paid to any authority in connection with your Account, we may make the payment and debit it from your Account.

## 11. Information regarding your Account

11.1 On some Accounts we may provide you with regular statements or transaction confirmations, as explained in more detail in the relevant Product Terms and Conditions. You can also telephone us for this information. You are responsible for checking the information we give you. If any information appears to be wrong, you must inform us promptly.

11.2 You must tell us if anyone else has a right to amounts paid into your Account.

## 12. Complaints

12.1 We take complaints very seriously. If you believe that we have made a mistake, or that we have not delivered the level of service you would expect from us, please let us know as soon as possible.

12.2 If we do not resolve your complaint to your satisfaction you may be able to refer it to the Financial Ombudsman Service, an organisation set up by law to give consumers and small businesses a

free and independent means of resolving disputes with financial services firms, see: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Financial Ombudsman Service's contact details are: Exchange Tower, London, E14 9SR. Tel: 0800 023 4567. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

### 13. Ending your relationship with us

- 13.1 You can end your relationship with us by telling us you wish to do so and closing any Accounts you have with us in accordance with the relevant Product Terms and Conditions. We may ask you to confirm in writing that you wish to do this. These General Terms and Conditions shall automatically terminate immediately following the closure of all your Accounts. In the case of Joint Accounts, notice to close an Account must be given by all Joint Account holders unless otherwise specified in the Product Terms and Conditions.
- 13.2 We can close any Account and/or end your relationship with us by telling you in writing. If we decide to do this, we will give you at least one month's notice unless Condition 13.4 applies. Any benefit or services we provide in relation to a particular Account will end as soon as that Account is closed.
- 13.3 For information on what will happen to your Account if you are an individual and you die, please refer to our Bereavement Advice document, available on our Website or by post on request.
- 13.4 We may take action to close an Account or end your relationship with us immediately if we reasonably believe that you have seriously or persistently broken any term of these General Terms and Conditions or any Product Terms and Conditions by:
- giving us false information at any time;
  - using (or allowing someone else to use) the Account or any related services illegally or for criminal activity;
  - allowing an unauthorised person to give instructions on your Account or in relation to any related services;
  - behaving in a manner that makes it inappropriate for us to maintain your Account and any related services, for example by abusing people who work for us; or
  - putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your Account; or if we:
  - reasonably believe that by maintaining your Account we may damage our reputation; or
  - discover, after opening your Account, that you are not eligible.
- 13.5 When you close an Account, it is your responsibility to cancel any payments to or from your Account. If you attempt to make a payment into your Account which has been closed, we will take reasonable steps to return the payment to you.
- 13.6 If you become a non-UK resident, (including one or both parties to a Joint Account), we reserve the right to close your Account and return the balance to you.
- 13.7 If our regulatory obligations require us to do so, we can ask you for additional information. If you do not provide this information, we may have a responsibility to advise the relevant regulator or governmental agency of this, and/or we may take action to close an Account and/or end your relationship with us.

### 14. Inactive and Dormant Accounts

- 14.1 If there is no activity on an Account (with the exception of fixed term accounts) for at least 24 months, we reserve the right to make the Account inactive and apply additional security procedures as a means of preventing fraud and protecting privacy. In such circumstances, we will contact you first to ask whether the Account should be kept active.
- 14.2 When we make an Account inactive, the funds in the Account remain in your name and will continue to attract interest on the same basis as before the Account was made inactive. Any subsequent changes to interest rates on Accounts of the same type will apply to the inactive Account. We do not have to notify you personally of these changes.

14.3 You may contact us at any time if you believe you have funds in an inactive Account. In the event of a valid claim we will advise you of:

- the balance of the Account;
- the amount of interest that has accrued (if the Account is interest-bearing); and
- how you can access the funds.

14.4 If there is no activity on an Account for a period of 15 years or more, we reserve the right to make the Account dormant and may transfer the funds in the Account to a reclaim fund. We will make every effort to contact you if we do this and you may contact us at any time for confirmation as to how you can access the funds if this happens.

## 15. Making changes to these General Terms and Conditions

15.1 We may change these General Terms and Conditions and any aspect of the contractual relationship between you and us, including:

- changing the applicable fees and charges;
- changing any service we offer; and
- withdrawing an existing service or a type of Account.

### Why we may make changes

15.2 We may make changes for one of the following reasons:

- to reflect a fair proportion of the increased cost our banking business will (or is reasonably estimated, by us to) incur following, or in anticipation of, a change in any relevant law, regulation, payment scheme rule, code of practice or guidance or general banking practice;
- to reflect a recommendation, requirement or decision of any court, ombudsman, regulator or similar body (including any UK, UN, EU or international sanctions);
- to reflect any change or anticipated change in costs associated with changes in relevant market conditions, technology, the costs we pay to others, inflation and/or in Accounts, services or facilities we provide;
- to reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole or in respect of a particular product or service;
- to reflect any reorganisation of our business as a result of it being acquired by, or us acquiring, another bank or organisation; and/or
- to reflect any event beyond our control.

15.3 We cannot predict everything that may affect our business, so there may be other reasons we have not set out above when we need to make a change. Please be assured that we will only make changes we consider to be fair and any changes will respond proportionately to changes in our costs.

15.4 If you request a new service or type of Account, we will give you notice of any Product Terms and Conditions that apply before you take up the new service or type of Account.

### How we will make a change

15.5 We may make the following changes immediately without providing written notice:

- the introduction of a new feature from which you can benefit.
- a change to an Account or a service that we provide that is not to your disadvantage; or
- a re-wording of these General Terms and Conditions to make them clearer and fairer to you.

15.6 For all other changes, we will always give you at least 30 days' written notice in advance of the changes being made. In these circumstances, you will be given a period of 30 days from the date of notification during which you can close or switch your Account without providing any prior notice or suffering any penalty. You'll need to inform us within 30 days from our notification if you are not happy with the changes made. If we don't hear from you, we'll assume you're satisfied with the changes we've made.

## 16. Making changes to interest rates

Where we have agreed to pay interest on any funds in your Account, we will pay interest on your credit balance at the rate or rates we set. Information on the applicable rate will be in the relevant Product Terms and Conditions.

### Why we make changes

- 16.1 We may change the applicable interest rates which apply to you to reflect any changes in the Bank of England's base rate or in interest rates charged by other major banks or financial institutions in the UK.
- 16.2 If we have told you that a rate on your Account is a fixed rate, we will not change it for as long as we have agreed to keep it fixed.
- 16.3 We cannot predict everything that may affect our business, so there may be other reasons when we need to make a change. Please be assured that we will only make changes we consider to be fair and any changes will respond proportionately to changes in our costs.

### How we will make a change

- 16.4 We may make a change to any interest rate which is favourable to you immediately and without prior notice to you (the new rate will be shown on our Website and your regular Account statement).
- 16.5 If we have told you that you have a tracker rate on an Account, that rate will change automatically where there is a change in the Reference Interest Rate. This will happen either immediately after the Reference Interest Rate has changed or by the next Working Day. For the up to date Reference Interest Rate, please visit our Website.
- 16.6 For all other changes, we will always give you at least 14 days' notice in advance of the changes being made. In these circumstances, you will be given a period of 30 days from the date of the notification, during which time you can close or switch your account without providing any notice or suffering any penalty. You'll need to inform us within 30 days from our notification if you are not happy with the changes made. If we don't hear from you, we'll assume you're satisfied with the changes we've made.

## 17. Breach of our Terms and Conditions

- 17.1 If you do not keep to any part of these General Terms and Conditions or to the applicable Product Terms and Conditions, we can claim from you any losses or costs that we incur as a result. In exercising this right, we will, at all times, act in a proportionate manner. Costs we may claim from you include the costs of taking steps to address the breach, such as the cost of tracing you, communicating with you about the breach and enforcing payment of any amount due to us.

## 18. Set-off

- 18.1 If we owe you money on an Account under these General Terms and Conditions or under the applicable Product Terms and Conditions and you have failed to pay us any amount you owe, we may use the money we owe you to reduce or repay the amount you owe us. This is called a right of 'set-off'. We can use our set-off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set-off. In all other circumstances, we will tell you in advance if we intend to use our right of set-off.
- 18.2 We can use our set-off right where you have Accounts which are only in your name as well as Joint Accounts.
- 18.3 We can also set-off amounts we owe you against amounts you owe other companies in the Close Brothers Group and set-off amounts other companies in the Close Brothers Group owe you against amounts you owe us.



18.4 If we are legally required to hold money in an Account in your name for someone else, or pay it to someone else, then unless required by law we will only hold for or pay to that person the amount that is left after we have used our set-off rights to repay any money you owe us.

## 19. General information

19.1 Unless we have made a different agreement with you, these General Terms and Conditions are governed by English law. Any banking terms and conditions implied by law will also apply to our relationship with you. The law that will apply to the establishment of our relationship will be the same as the law that governs these General Terms and Conditions. We will only write and communicate with you in English.

19.2 Please note that if we choose not to exercise rights against you immediately we can still do so later.

19.3 You are not permitted to transfer any of your rights or obligations in relation to an Account to someone else. This means that you cannot, for example, use the funds on your Account as security for money you borrow from someone else.

19.4 We will not:

- Provide advice on the suitability of our products for your particular circumstances, including circumstances relating to your legal, tax or regulatory position. Nothing on our Website, promotional material, any verbal or written comments made by any of our directors, officers, employees or agents is intended to constitute investment advice, nor should it be construed as such. Any such views should not be relied on when making investment decisions;
- Accept responsibility for any views expressed by any of our directors, officers, employees or agents on, among other things, current or future interest rates, market movements, or on market conditions in general; or
- Be liable for any loss arising, directly or indirectly, as a result of you making use of or failing to make use of any of the products offered by us. It is your responsibility to take independent advice from a suitably qualified adviser as to the suitability of the products for your particular circumstances.

### Conflicts of interest

19.5 From time to time, we may be asked to conduct a transaction for you where we or another of our customers has an involvement that may conflict with our duty of care to you. We will take all reasonable steps to ensure that any such conflict does not in any material way affect the transaction. Where we are unable to avoid or manage such a conflict, we will contact you before undertaking the transaction.

### How we use your information

19.6 Please refer to our Privacy booklet for full details of how we use your information. You can access this booklet via [www.closesavings.co.uk/privacy](http://www.closesavings.co.uk/privacy) or call us to request a copy by post.

19.7 You are responsible for ensuring we have your most up to date contact details, including your email address, phone number, and residential address. As well as using your personal data as described in our Privacy booklet, we will use your personal data to provide services to you via Online Banking, which includes contacting you via the secure messaging service. If you contact us electronically, we may also collect an electronic identifier (such as your internet protocol (IP) address or telephone number) supplied by your service provider.

19.8 We may disclose your details to the police or any prosecuting or investigatory authority, if we have reason to believe that you or anyone else has acted fraudulently on your Account or Online Banking.

### Who we are and how we are regulated

19.9 Close Brothers Limited is a subsidiary of Close Brothers Group plc and is authorised to accept deposits under the Financial Services and Markets Act 2000. Our registered office is at 10 Crown Place, London EC2A 4FT.

19.10 Close Brothers Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register reference number is 124750. Close Brothers Savings is a trading style of Close Brothers Limited.

19.11 To find out more about us, see the Financial Services Register at [www.fca.gov.uk](http://www.fca.gov.uk) or call the FCA on 0845 606 1234.

#### Compensation scheme membership

19.12 Your eligible deposits with us are protected up to a total of £85,000 by the Financial Services Compensation Scheme (FSCS) (or such other amount as applicable under any equivalent or similar industry wide scheme or arrangement from time to time) (the “compensation limit”), the UK’s deposit guarantee scheme.

19.13 The compensation limit applies to depositors, not to Accounts. Most depositors are covered by the scheme. For a Joint Account held by two eligible depositors, each eligible depositor could separately claim an amount up to the compensation limit.

19.14 If you are an eligible depositor and hold multiple Accounts with Close Brothers Limited, it is important to note that the compensation limit relates to the combined amount in all Accounts, including your share of any Joint Account, and not to each separate Account.

19.15 For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call our Customer Services team or refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk). Please note only compensation related queries should be directed to the FSCS.

## Section B

### Specific Terms and Conditions for Close Brothers Savings Personal Notice and Fixed Rate Bond Accounts

These additional specific conditions relate to Personal Notice Accounts and Fixed Rate Bond Accounts. If there are any inconsistencies between these and the General Terms and Conditions, these specific terms will apply.

#### 1. Additional Terms and Conditions which only apply to your Personal Notice Accounts

1.1 For new applications, the interest rate applied to your Account will be the rate advertised on our Website on the date we receive your application.

1.2 Interest rates are managed rates. Managed rates refer to a rate that can be changed at any time.

1.3 All repayments are subject to the relevant notice period. No early access to funds is permitted.

1.4 We cannot accept future dated notice requests; please ensure you call on the day you would like the notice to start.

#### 2. Additional Terms and Conditions which only apply to your Personal Fixed Rate Bond Accounts

2.1 The interest rate is fixed for the term of the Account.

2.2 We must receive your Total Deposit Amount within the funding window stated in your Product Terms and Conditions. Any funds received outside of this window will be sent back to you without interest; this can take up to two business days.

2.3 You may not withdraw funds or close the Account during the term of the product.

2.4 We will write to you around 14 days before your Fixed Rate Account matures, to outline your options. If on the maturity date, we have not received a reinvestment instruction from you or there are no products available for reinvestment, we will repay the principal deposit and interest into your Nominated Bank Account.

## Section C

### Specific Terms and Conditions for Close Brothers Savings ISA Accounts

These additional specific conditions relate to Cash ISAs only. If you have a Cash ISA with Close Brothers Savings, you need to read them alongside the declaration you make at Account opening. If there are any inconsistencies between these ISA Terms and the General Terms and Conditions, these ISA Terms will apply.

These ISA Terms are governed by the ISA Regulations, words and phrases have the same meaning in these Terms and Conditions as they do in the ISA Regulations, unless the context changes this.

#### 1. Who can open an ISA?

1.1 Our Cash ISA Accounts are open to individuals aged 18 or over who are either:

- residents in the UK; or
- performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK (or are married to or in a civil partnership with a person performing these duties).

1.2 You must tell us if the eligibility conditions set in 1.1 no longer apply.

1.3 If your Cash ISA Account does not meet the ISA Regulations, we will close the Cash ISA Account and return your funds to you.

1.4 You cannot open a Cash ISA Account in joint names, and all funds deposited in your Cash ISA must belong to you.

1.5 You must not have paid in Current Tax Year Subscriptions to another Cash ISA with us or another ISA Manager in the same Tax Year, unless permitted under the ISA Regulations.

1.6 Your Cash ISA is only valid once we have received your completed application and a subscription.

1.7 You cannot transfer your Cash ISA Account into another person's name and you must remain the sole beneficial owner of your Cash ISA Account. In the case of death this does not apply to trustees and/or attorneys, and please refer to our Bereavement Advice document, which is available on our Website or by post on request.

1.8 You must not use your Cash ISA Account as a security for a loan or hold a Cash ISA as a security against a loan.

#### 2. How you can pay into and out of your ISA

2.1 Our Cash ISAs allow payments in and out of your Nominated Bank Account, in accordance with your Product Terms and Conditions. Please refer to section A clause 4 (Payments into your Account).

2.2 The amount you can pay into your Cash ISA Account each Tax Year is limited to the Annual ISA Allowance. The Annual ISA Allowance may change from time to time and is detailed in our Key Facts document and on [www.gov.uk](http://www.gov.uk).

2.3 You may not subscribe to more than one of the same ISA type in any given Tax Year.

2.4 You must not exceed your Annual ISA Allowance. If you pay in more than the Annual ISA Allowance, we will send any extra money back to your Nominated Bank Account without interest.

2.5 You may also withdraw funds in your Cash ISA into your non-ISA Nominated Bank Account in accordance with the General Terms and Conditions. However, those funds will lose their tax-free ISA status.

2.6 As per clause 1.2 of these ISA Terms and Conditions, if you stop being a UK tax resident or otherwise eligible under the ISA Regulations, you will be entitled to keep the Cash ISA Account benefits up

to that date but you will not be able to make any further subscriptions into your Cash ISA Account until you become a UK tax resident or eligible again.

- 2.7 If in any Tax Year no payments are made into your Cash ISA Account, you'll need to complete a new ISA declaration in order to make further subscriptions in future Tax Years. This form can be found under the Help and Support section of our Website. We will be unable to accept any payments into your Cash ISA Account until we receive a new declaration.

### 3. How to transfer in from another ISA

- 3.1 We only accept cash transfers from other Cash ISAs and Stocks and Shares ISAs that belong to you. In order to make a transfer into your Cash ISA Account, you must complete our ISA transfer form. This form can be found under the Help and Support section of our Website. We accept transfers into your Cash ISA Account in accordance with the details outlined in the ISA transfer form.
- 3.2 We do not accept transfers from Stocks and Shares ISAs unless the relevant assets have been converted into cash by you or your ISA Manager prior to the transfer.
- 3.3 We reserve the right at any time to stop accepting transfers from ISAs held with other ISA Managers.
- 3.4 If you want to transfer Current Tax Year Subscriptions, you must transfer the full amount of those subscriptions including any interest or income you have earned. If you want to transfer Previous Tax Year Subscriptions, you can transfer in full or in part.
- 3.5 If we accept a request to transfer from another Cash ISA, you will start to earn interest from the earlier of:
- the date on which we receive the cheque [from your previous ISA Manager];
  - the date on which an electronic transfer payment is initiated by your previous ISA Manager; or
  - the 16th Working Day after we receive your transfer request form.
- 3.6 HMRC guidelines state that a transfer from another Cash ISA should occur no more than 15 Working Days from when we receive your transfer form. If we delay this, we will pay you interest from the 16th Working Day.
- 3.7 If you have asked us to delay the transfer from another ISA, you have had to place notice or are awaiting the end of your fixed rate period to avoid loss of interest or charges, interest will be paid from the last transfer date you have specified in your transfer form unless there is any relevant reason why we cannot. We will communicate with you at this time.
- 3.8 If we accept a request to transfer from a Stocks and Shares ISA, you will start to earn interest from the date the cheque and transfer history information are received from your previous ISA Manager.

### 4. How you can transfer your ISA to another provider

- 4.1 If you want to transfer all or part of your Cash ISA to another ISA Manager, you will need to complete an ISA transfer form with your new ISA Manager. They will then contact us regarding your request. You may only transfer your Cash ISA to another ISA in your name.
- 4.2 If you want to transfer Current Tax Year Subscriptions, you must transfer the full amount of the subscriptions including any interest you have earned. If you want to transfer Previous Tax Year Subscriptions, you can transfer in full or in part.
- 4.3 Once your new ISA Manager has confirmed to us that they have accepted your transfer, we will send the funds and relevant transfer history information to your new ISA Manager.
- 4.4 Any transfers or withdrawals made outside of the Cooling Off Period may be subject to fees and/or charges outlined in the Product Terms and Conditions. Any deductions will be deducted before the balance is transferred to the new ISA Manager.

## 5. Tax and interest on your ISA

- 5.1 We will let you know if your Cash ISA Account is or will no longer become tax-exempt under the ISA Regulations.
- 5.2 We will pay interest gross without deducting tax. Interest on ISA accounts is tax-free, meaning that it doesn't count towards your Personal Savings Allowance.

## 6. Your right to cancel

- 6.1 A 14-day Cooling Off Period applies to your Cash ISA Account. If you change your mind within 14 days of opening the Account, you may close it without being charged and any money paid into the Account will not count towards your Annual ISA Allowance for that Tax Year.
- 6.2 You can close your Cash ISA Account by contacting us in writing or over the telephone.
- 6.3 If you decide to cancel an ISA that you're transferring to us from another ISA Manager, we will send your funds back to that ISA Manager and we will not be liable for any loss of funds or loss of your Annual ISA Allowance.
- 6.4 If you close your Cash ISA Account after the 14-day Cooling Off Period, your money will no longer benefit from the tax advantages of an ISA unless you are transferring the funds to another ISA Manager.

## 7. When we can close your ISA

- 7.1 We will let you know if your Cash ISA has or will become void due to any failure to meet the ISA Regulations.
- 7.2 We can close your Cash ISA Account immediately in writing if HMRC ask us to, or you do not take the action we ask in writing to remediate any situation within a reasonable period.

## 8. If you die

- 8.1 If you die, your Cash ISA Account's tax benefits will continue and the value of your Cash ISA Account will form part of your estate. The funds in your Cash ISA Account will be held until:
  - the administration of your estate is finalised;
  - the account is closed; or
  - three years after the date of death;whichever is earliest.
- 8.2 Any interest earned on your Cash ISA Account after the date of your death will be paid gross.
- 8.3 If when you die, you were married or in a civil partnership and lived with your partner at the time of your death, your partner can benefit from an Additional Permitted Subscription based on the value of your ISAs. The Additional Permitted Subscription means your partner can pay an extra amount into ISAs managed by a single ISA Manager within a Permitted Period without affecting their own ISA allowance for the Tax Year.
- 8.4 If you pay Additional Permitted Subscriptions to another ISA Manager during the same Tax Year in which you have paid into your Cash ISA Account, this will not be a breach of clause 1.5 of these ISA Terms and does not affect the tax benefits of your Account.

## 9. Additional Terms and Conditions which only apply to the Easy Access Cash ISA Accounts

- 9.1 For new applications, the interest rate applied to your Account will be the rate advertised on our Website on the date we receive your application.
- 9.2 Interest rates are managed rates. Managed rates refer to a rate that can be changed at any time.
- 9.3 You will receive at least 14 day's written notice in advance of any interest rate reduction, during which time you will have the option to have all or some of your funds repaid.
- 9.4 You can subscribe to or top up your Easy Access Cash ISA at any time. However, if you do not subscribe for your ISA in any whole Tax Year, you will need to complete a new ISA declaration in order to subscribe in future Tax Years.
- 9.5 You can only make withdrawals, transfers-out and close your Easy Access Cash ISA if you give us the full notice period for that Account which is set out in the relevant Product Terms and Conditions. These notice periods do not apply to your right to cancel your Easy Access Cash ISA under clause 6 of these ISA Terms.
- 9.6 You can ask us to make a partial or total Account transfer to or from another ISA Manager.

## 10. Additional Terms and Conditions which only apply to Fixed Rate Cash ISA Accounts

- 10.1 The interest rate is fixed for the term of the Fixed Rate Cash ISA Account.
- 10.2 We must receive your Total Deposit Amount within the funding window stated in your Product Terms and Conditions. Any funds received outside of this window will be sent back to you without interest; this can take up to two business days.
- 10.3 If you fund your initial deposit using an ISA you hold with another ISA Manager, we will need to receive the transfer request before the Funding Window closes.
- 10.4 You can close your Fixed Rate Cash ISA Account as part of your 14-day Cooling-Off Period either through electronic payment to your Nominated Bank Account or via ISA transfer to another ISA Manager (see clause 6 of these ISA Terms). Any closure outside of the 14-day Cooling-Off Period and prior to maturity is subject to a penalty. See your Product Terms and Conditions for a list of charges.
- 10.5 We will write to you around 14 days before your Fixed Rate Cash ISA Account matures, to outline your options. If on the maturity date, we have not received a reinvestment instruction from you or there are no products available for reinvestment, we will repay the principal deposit and interest into an Easy Access Cash ISA Account.



## Contacting us is easy

Email: [savings@closebrothers.com](mailto:savings@closebrothers.com)

Write: Close Brothers Savings, 10 Crown Place, London, EC2A 4FT

Call: 020 3857 3050

Visit: [closesavings.co.uk](http://closesavings.co.uk)

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10 Crown Place, London, EC2A 4FT.  
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Financial Services Compensation Scheme.

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