

# Your Online Banking Service

## Service Terms and Conditions

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## Service Terms and Conditions

These Service Terms and Conditions 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. Please read these Service Terms and Conditions carefully and keep a copy for your records. By registering for Online Banking you agree to the Terms and Conditions. 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.

These Service Terms and Conditions are additional to the General Terms and Conditions and the Product Terms and Conditions and form part of our agreement with you. They are applicable when you access Accounts, products and services through Online Banking. If there is any conflict between these Service Terms and Conditions and the General Terms and Conditions, these Service Terms and Conditions will apply.

## Glossary

All definitions used in the General Terms and Conditions have the same meaning in these Service Terms and Conditions, and:

Bank Holiday	Any weekday which is a public holiday in England, Scotland, Wales and Northern Ireland on which banks are closed for business
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). You can find a copy of these Terms and Conditions on our Website
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
Product Terms and Conditions	Any terms which apply to an individual Account you have with us
Security Details	The details that are used to verify your identity for the purposes of accessing and giving instructions in Online Banking such as passwords, security codes, memorable information, one time pass codes or numbers.
Website	<a href="http://www.closesavings.co.uk">www.closesavings.co.uk</a>

## In these Service Terms and Conditions:

'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' meant the person(s) named on the Account, or an authorised party.

### 1. Accessing Online Banking and its availability

- 1.1 You can find details on how to use Online Banking on our Website
- 1.2 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.
- 1.3 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.
- 1.4 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.

### 2. Instructions to us and secure messages

- 2.1 You must enter your Security Details if you carry out any action through Online Banking which we consider may imply a risk of payment fraud or other abuses. 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.
- 2.2 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.
- 2.3 You may send us secure messages in Online Banking, however, you should not send us a message:
  - which requires immediate attention or urgent attention, such as a message reporting the compromise of your Security Details (where an instruction requires immediate or urgent attention, please telephone us instead); or
  - which is offensive, frivolous or otherwise inappropriate.
- 2.4 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.

### 3. Blocking access and refusing transactions

3.1 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 Service Terms and Conditions or the General Terms and Conditions; and/or
- you make a report to us under Clause 5.3 below.

3.2 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.

3.3 We will restore your access to Online Banking (and confirm by e-mail that we have done so) as soon as practicable once the reasons for the suspension or restriction cease to exist.

### 4. Keeping Online Banking safe

4.1 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.

4.2 We will never ask you to tell us your Security Details, as they are for accessing and using Online Banking only. You should not provide your Security Details to anyone, even if that request seems to come from us.

4.3 If you know or suspect that:

- the equipment through which you normally access Online Banking has been lost or stolen;
- someone else has access to your Account(s) through Online Banking; and/or
- your Security Details are known to an unauthorised person;

you must tell us immediately either by calling us on 020 3857 3050 (available Monday to Friday 9am - 5pm excluding Bank Holidays) or by emailing us at [savings@closebrothers.com](mailto:savings@closebrothers.com). You must also change your Security Details immediately in Online Banking.

4.4 We will not be liable to you for any loss or damage arising from any unauthorised transaction where you acted fraudulently or where you intentionally or negligently failed to use the Website and/or Online Banking in accordance with these Service Terms and Conditions and the General Terms and Conditions (including the obligation to keep safe the Security Details). 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.

### 5. Your information

5.1 Full details of how we collect and use your personal data are set out in our Privacy booklet which you can access at [www.closesavings.co.uk/privacy](http://www.closesavings.co.uk/privacy).

5.2 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.

5.3 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.

## 6. Changes to Online Banking

- 6.1 The layout, form and wording of the site(s) or screens through which you access Online Banking are subject to change by us. We may make such changes without telling you.
- 6.2 We may make changes to these Service Terms and Conditions at any time in accordance with the General Terms and Conditions.

## 7. Cancelling access

- 7.1 You can stop using Online Banking at any time and can cancel your registration without charge at any time by calling us on 020 3857 3050 (available Monday to Friday 9am - 5pm excluding Bank Holidays) or by emailing us at [savings@closebrothers.com](mailto:savings@closebrothers.com).
- 7.2 If your relationship with us comes to an end, you may continue to access your Account information in Online Banking 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 on notice during this period.

## 8. Liability

- 8.1 We will not be liable for any 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.
- 8.2 We will not be liable to you for any 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.

## 9. General

- 9.1 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.
- 9.2 These Service Terms and Conditions are governed by English law. They are in English and we will communicate with you in English.
- 9.3 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.

## 10. Our regulators

- 10.1 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.
- 10.2 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 and Close Brothers Treasury are trading styles of Close Brothers Limited.
- 10.3 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.

## 11. Complaints

- 11.1 Customer service is very important to us but we understand that we don't always get things right first time. We take complaints very seriously, so 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. Our contact details can be found on the back page of these Service Terms and Conditions.
- 11.2 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 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).

## 12. Compensation scheme membership

- 12.1 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. Any deposits you hold above the limit are unlikely to be covered.
- 12.2 Most depositors, including most individuals and small businesses, are covered by the scheme. The Compensation Limit applies to individuals and companies, not to Accounts. For a Joint Account held by two eligible depositors, each eligible depositor could claim an amount up to the Compensation Limit.
- 12.3 If you are an eligible depositor and hold multiple Accounts with Close Brothers Savings it's 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.
- 12.4 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.

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## Contacting us is easy

### Personal Customers

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

✉ Write: Close Brothers Limited, 4th Floor, 10 Crown Place, London, EC2A 4FT

☎ Call: 020 3857 3050 (opening hours: Monday to Friday, 9am - 5pm)

Close Brothers Limited Registered office:

10 Crown Place, London, EC2A 4FT.

Registered in England & Wales No: 195626.

Close Brothers Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority FCA No. 124750 and is a member of the Financial Services Compensation Scheme.

24 June 2019



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