

# Savings General Terms and Conditions

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These Savings General Terms and Conditions apply to:

- all savings accounts opened by new (as of 6 April 2021) Kent Reliance savings customers;
- existing Kent Reliance savings customers (as of 5 April 2021) to all Notice and Easy Access accounts with effect from 21 August 2021;
- existing Kent Reliance savings customers (as of 5 April 2021) to all new Fixed Rate Bond accounts opened on or after 21 August 2021.

The agreement for your account is comprised of the following:

- these terms and conditions, (the Terms and Conditions);
- the document containing specific terms for the particular account type which we supply you with when you open the account, or the equivalent page on our website (each referred to in these Terms and Conditions as the “product literature”), and,
- if your account was opened and/or is operated online, our Online Services Terms and Conditions.

In the event of any conflict, the product literature will prevail over these Terms and Conditions.

You can request a copy of these Terms and Conditions, the product literature and/or the Online Services Terms and Conditions by:

- calling Customer Services on 0345 122 1122;
- visiting a branch;
- visiting the “Download Documents” page of our website ([kentreliance.co.uk](http://kentreliance.co.uk)) or
- by writing to Customer Services, OneSavings Bank, Sunderland, SR43 4AB.

At the end of this document you'll find a glossary containing a list of words and phrases that we have defined to clarify their meaning.

## 1. Account provider

- 1.1 The account provider is OneSavings Bank plc trading as krbs and Kent Reliance Banking Services (referred to throughout these terms and conditions as “Kent Reliance”, “we”, “our”, “us”), and our registered office is Reliance House, Sun Pier, Chatham, Kent, ME4 4ET. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number: 530504) and subscribe to the Financial Ombudsman Service and the Financial Services Compensation Scheme (FSCS).
- 1.2 The FSCS can pay compensation to eligible depositors if a bank/building society is unable to meet its financial obligations. Most depositors including most individuals and businesses are covered by the scheme. Full details are available on request and will be given to you when you open your account. Further information can be obtained by visiting [www.fscs.org.uk](http://www.fscs.org.uk)
- 1.3 We do not offer overdraft facilities and a debit balance will not be permitted on any account
- 1.4 We may send you letters, notices, statements, information messages and any other information or communications or documents relating to your account or your use of your account by any of the following methods:
  - 1.4.1 by writing to you at the last address you have given to us;
  - 1.4.2 by sending you an email (including links and attachments) to the last email address you have given us;
  - 1.4.3 by telephoning you using the last landline or mobile telephone number you have given to us;
  - 1.4.4 by sending you an SMS text message to the last mobile telephone number you have given us; and/or
  - 1.4.5 by sending you a secure message if you use our online banking portal and your account was opened or is operated online.

## 2. Account opening

- 2.1 Kent Reliance accounts may only be opened by UK residents and those with a British Forces Post Offices (BFPO) address.
- 2.2 We issue and open accounts and appoint Operators on accounts at our absolute discretion and we are not obliged to give any reason for our decisions in this regard.
- 2.3 All accounts must be opened and operated in pounds sterling (GBP/£) and all transactions will be carried out in pounds sterling (GBP/£). Deposits can only be made into your account from a UK based Bank/Building Society account. We will tell you in the product literature what the minimum and maximum opening balance is.
- 2.4 Before opening an account or becoming an Operator on an account, we will verify your identity and address for approval purposes and in compliance with our legal obligations for the prevention of money laundering. Alternatively, we may verify part of your identity and address electronically. We may also require you to verify your identity under the following circumstances:
  - 2.4.1 a minimum of six years have passed since the last time we verified your identity; or
  - 2.4.2 activity on an existing account has occurred that in our opinion, is potentially suspicious.
- 2.5 In assessing your application (and administering your account and our relationship with you), we may make enquiries and searches with credit reference agencies using your personal information and we may inform such agencies that you have an account with us. We may use credit reference agencies to verify your identity.
- 2.6 For the purpose of an application, if two or more applicants complete an application form, when we conduct a search with any credit reference agency, a financial association may be created between the applicants.

### 3. Account opened on behalf of people under the age of 18

- 3.1 For accounts that can be opened for children under the age of 18, children below the age of 7 will need an adult (aged 18 or over) to open and operate the account on their behalf. A maximum of two Operators may be appointed in respect of any one account. Should an account have two Operators, we will normally send copies of all written communications to both Operators, though we will only send cheques, passbooks, and original maturity options letters to one of the two Operators, at our absolute discretion.
- 3.2 Once the account holder reaches the age of 7, he/she may operate the account in his/her name. To do this, the Operator(s) must provide their written consent and the account holder's signature to Kent Reliance. At this point, the Operator(s) of the account will cease to be associated with the account and the account holder will operate the account in his/her own right.
- 3.3 Once an account holder reaches the age of 18, the Operator will no longer be permitted to operate the account and the account holder will be free to operate his/her own account. In order to make his/her first deposit or withdrawal after reaching the age of 18, the account holder may be required to provide Kent Reliance with his/her signature and proof of identity. Kent Reliance shall be entitled to refuse to complete any transaction on the account unless or until the account holder has verified his/her identity in this manner.
- 3.4 Kent Reliance may revoke the right of an Operator to operate an account if:
  - 3.4.1 the Operator dies;
  - 3.4.2 the Operator is convicted of an imprisonable offence;
  - 3.4.3 the Operator ceases to be normally resident in the United Kingdom; or
  - 3.4.4 the Operator fails to respond to communications from Kent Reliance for a period longer than four months.
- 3.5 If neither an account holder nor an Operator is able to operate the account holder's account for any of the reasons set out in this condition 3, Kent Reliance shall hold any funds in the account on trust for the account holder and shall not permit any deposits or withdrawals on the account until either:
  - 3.5.1 the account holder reaches the age of 18 and provides proof of signature and identity in accordance with condition 3.3;
  - 3.5.2 if the account holder is below the age of 7 a parent, legal guardian, local authority or other person with legal responsibility for the child's welfare becomes an Operator of the child's account, having applied to Kent Reliance in writing, with supporting documentation to become the Operator of the account (subject to condition 2.2);
  - 3.5.3 the account holder reaches the age of 7, and the requirements of condition 3.2 are satisfied.
- 3.6 Nominated bank accounts must always be held in the name of the account holder and not that of the Operator. The Operator holds the funds in the account for the benefit of the account holder and operates the account on behalf of the account holder.

### 4. Joint accounts

- 4.1 You may hold an account jointly, unless the product literature for that account does not allow it to be a joint account. In the event that you wish to open an account with up to 4 account holders, this can be done in branch or by submitting a postal application.
- 4.2 When opening a joint account online the first applicant must be named on the nominated bank account for identity verification purposes.
- 4.3 Further applicants in respect of a joint account may also have a nominated bank account associated with the joint account. Such applicant must be named on the nominated bank account for identity verification purposes.
- 4.4 Except for where you are providing us with maturity instructions, where a joint account holder has a separate nominated bank account associated with the joint account, payments from the joint account can only be credited to the nominated bank account of the joint account holder who is instructing us to make the payment. When you make a request on our Choices maturity instructions form for payment from your joint account, funds from your joint account can be paid to another joint account holder's nominated bank account.
- 4.5 Under normal circumstances, we will send all information regarding the account to the first named account holder's registered correspondence address (or if applicable the Operator's address) except in the case of an actual or potential dispute in which case condition 4.7 will apply.
- 4.6 Liability to Kent Reliance is joint and several, meaning that each named account holder is responsible for all obligations of the account.
- 4.7 If you have opted in the application form to operate the account with a single signatory that conducts all transactions on the account (and make all withdrawals) without reference to the other account holder(s) but, if we subsequently have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders for all subsequent transactions and activity, despite any authorisation that has been given previously. In the case of such an actual or potential dispute, we reserve the right at our discretion to send account information and correspondence to both account holders separately.
- 4.8 If you open a joint account online (see condition 5) you need to provide full details for both account holders. By completing the application you are declaring that you have the authority to do so on behalf of both account holders.
- 4.9 On proof of the death of any joint account holder, we will recognise only the survivor(s) as having any interest in the account and the survivor(s) shall be entitled to operate the account on the same terms.

### 5. Accounts opened online

- 5.1 Accounts may be opened and/or operated online where the product literature allows this.
- 5.2 For accounts that are opened and/or operated online, our Online Services Terms and Conditions will also apply. We will provide these to you when you open the account. You can find the most up to date copy of the Online Services Terms and Conditions on our website.

## 6. Cooling off

- 6.1 After applying to open a new account, you will have 14 days, starting on the date we opened your account, or you received a copy of the account terms and conditions (if this was later) to reconsider. If you cancel your decision within this cooling-off period, your full initial deposit will be returned to you within 30 days without interest (unless you have an easy access account in which case, if payable, interest will be included), less any charges we are entitled to make for any services already provided. If you have paid any cheques into your account, we cannot return these funds until the cheque(s) have cleared (normally 6 working days).

## 7. How interest is paid

- 7.1 Unless the product literature specifies otherwise, where interest is payable, it will be added to the account or paid to an account you have elected (when you opened your account) to have interest credited annually on the first working day after 5 April. For accounts with monthly interest, where interest is payable, it will be added to the account or paid into your elected account on the last working day of each month.
- 7.2 To change the account you have elected to have interest credited to you must write to us, call our Customer Services on **0345 122 1122** or notify us of the change by sending us a secure message using the online services.
- 7.3 If you have elected an account for payment of monthly or annual interest other than your account or nominated bank account, those interest payments will continue to be paid into that account unless you instruct us to change your elected account in accordance with condition 7.2.
- 7.4 For new accounts, where interest is payable, it will be paid from the date the initial deposit is treated as received together, with the completed and signed application form, or from the date your identity is adequately verified, whichever is later.
- 7.5 For accounts with monthly interest, where interest is payable, pro rata amounts may be paid in the first month the account is opened and the last month if the account is closed part way through the month. The payment of the first part-month's interest may be delayed to the following month if the account is opened after the 24th day of the month.
- 7.6 In the last month of an account's term, the pro rata amount will be added to the account on maturity or closure.

## 8. Tax

- 8.1 Interest on all savings accounts held with Kent Reliance will be paid tax-free. Income from ISAs is not included because it's already tax-free.
- 8.2 If the interest you earn across all of your savings accounts held with all providers is more than your Personal Savings Allowance, tax may be due and will need to be paid to HMRC. Please contact HMRC directly for any queries in relation to the Personal Savings Allowance.
- 8.3 If you are liable to pay tax in a country other than the UK or in addition to a UK tax liability, we may provide details of your accounts with us to the tax authorities of these other countries if legislation requires us to do so.

## 9. Fees and Charges

- 9.1 We maintain a tariff of charges applied for services on the account. At present these are:
- 9.1.1 CHAPS transfers below £250,000 – £10.
- 9.1.2 Replacement passbook – the first replacement will be provided free of charge. Each subsequent replacement – £10.
- 9.2 We may introduce or vary fees and charges in accordance with the conditions set out in condition 28.
- 9.3 To the extent that we do not recover our costs by means of one of our fees and charges, you will reimburse us on demand of any costs we reasonably incur as a result of (i) providing non-standard services to you in connection with the account and/or (ii) your breach of the agreement for your account.
- 9.4 You agree that we may deduct any fees or charges or other amounts payable under this condition 9 from your account, as set out in condition 23.

## 10. Paying into your account and when interest is earned on deposits

10.1 Table 1 below sets out:

1. the various ways you can pay money into your account, depending on how you opened it;
2. when those funds will be available to withdraw; and
3. if payable, when interest will be earned.

Table 1	Channel by which account was opened			
	Branch	Post	Online	Interest
<b>Cash</b>	You can make cash deposits at any of our branches. The funds will be available in your account the same day.	You cannot make cash deposits into this type of account.	You cannot make cash deposits into this type of account.	Where interest is payable, interest will be earned from the day the funds are deposited into your account until the day before withdrawal, closure or transfer.
<b>Cheque</b>	You can pay in a cheque at a branch.	You can send a cheque to our Customer Services address above.	You can send a cheque to our Customer Services address above.	Where interest is payable, interest will be earned from the day the funds are deposited provided the cheque is deposited before 12pm on a working day. Please refer to condition 10.4 for further details.
	Please refer to Table 2 for cheque clearance times and Condition 10.4 for more information on paying in by cheque.			
<b>Electronic transfer</b>	<p>You can make electronic payments (e.g. CHAPS, bank transfers) from another account held with us or another bank/building society into your account. The funds will usually be available as cleared funds in your account on the same working day we receive them.</p> <p>When making an electronic payment to us, please note our sort code is provided by NatWest as it acts on our behalf as our clearing bank.</p>			Where interest is payable, interest will be earned from the day the funds are deposited into your account until the day before withdrawal, closure or transfer.

Your product literature will provide information on what methods are available to you for depositing funds.

Payments made by other means may be returned.

10.2 If a payment from someone else is added to your account by mistake or the bank that sent it asks for it back, we can deduct the payment from your account or put a hold on the money so that you cannot spend it. We do not have to tell you before we do this. We may also pass on information about you to the other bank to help them recover funds, which could include personal information that we hold on you.

10.3 We will return any payments we receive if such payments are accompanied by incomplete or incorrect account details such that we are not able to identify the person and/or account into which the money should be paid.

**10.4 Paying in by cheque**

**10.4.1** Cheques sent by post and received on a working day before 12pm will be treated as being received on the same working day. Cheques received after 12pm or on a non-working day, will be treated as received on the next working day.

**10.4.2** Cheques paid into a branch on a working day will be treated as received on the same day or if paid in on a non-working day, will be treated as received on the next working day.

**10.4.3** You must allow 6 working days for clearance on all cheques paid in before a withdrawal can be made against them. We are not responsible for the early clearing of any cheques.

Table 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Week 1</b>			Funds paid in by cheque before 12pm. Where interest is payable, funds deposited will earn interest from this day until the day before withdrawal, closure or transfer.				
<b>Week 2</b>				Funds will now be available for withdrawal.			

**10.4.4** Table 2 provides an example of:

- i) when a cheque deposited on a working day will begin to earn interest; and
- ii) when those funds will be available for withdrawal.

**10.4.5** Cheques can only be accepted if made payable to one or more account holder(s) and the account number is written on the reverse.

**10.4.6** We may refuse to accept cheques from third parties, other than UK-based regulated financial institutions.

**10.4.7** If you deposit a cheque into your account, which is subsequently unpaid by the bank or building society it's drawn on, we will debit your account with the amount for the cheque (and any interest paid). We will write to you and if applicable, request for your passbook to be amended.

**11.3** Payments made by electronic transfer from your account can only be credited to your nominated bank account.

**11.3.1** To change your nominated bank account you must write to us at the Customer Services address above or call Customer Services on **0345 122 1122**. We may ask you to send us an original bank/building society statement for the new nominated bank account, showing your name and account number, which is dated within the last 3 months.

**11.3.2** If you opt to change your nominated bank account it will take 1 working day to validate your new nominated bank account electronically and for the update to take effect. However, if electronic validation is not possible, we may ask you to send us an original bank/building society account statement no more than 3 months old showing the account details. Until such time the update takes effect, payments made from your account(s) will still be credited to your existing nominated bank account.

**11. Withdrawals**

**11.1** This section applies to all payments and other movements of money out of your account.

**11.2** You must have enough money in your account to cover the payment at the time it is processed. A payment request taking the balance below the minimum balance for the account may be treated as a request to close the account.

**11.4** Our accounts are not intended to be used for day to day transactions, and so the methods of payment are limited. For example, you cannot make payments by standing order or Direct Debit.

11.5 You must provide us with your consent to authorise payments out of your account. Table 3 below sets out how you can do this.

Table 3	Branch	Post/Telephone	Online
<b>You can give us your consent to make a payment/transfer (payment request) by:</b>	Presenting a completed and signed request form at one of our branch counters. You will also need to take your passbook and a form of identification.	<p>Post - sending us a completed and signed request to the Customer Services address given above.</p> <p>We may contact you by telephone as an additional security measure to confirm your instructions.</p> <p>Telephone - calling Customer Services on <b>0345 122 1122</b> and providing us with the information we require to process your payment/transfer request.</p>	<p>By logging in to our online services and requesting a payment to your nominated bank account or another savings account you hold with us (subject to how you opened your account). To close your account through the online service, please use the secure message function to send your closure request. See the Online Services Terms and</p> <p>We may contact you by telephone as an additional security measure to confirm your instructions.</p> <p>Please note, that if you hold a branch based account, you cannot provide a payment request online.</p>

Your product literature will confirm which channels are available to you to make payments.

11.6 Table 4 below sets out when your payment request will be treated as received by us, any relevant cut-off times for receipt of the request and what happens if we receive your instructions after the cut-off time. If you make your payment request on paper, then the funds may be received on the second working day after we received your payment request.

Table 4	Branch	Post/Telephone	Online
<b>When we treat your payment request as received (subject to the cut off times below)</b>	When you present the completed request form at one of our branch counters.	<p>Post - when we receive your completed and signed request together with your passbook (if applicable) at the Customer Services address above.</p> <p>Telephone - at the time you confirm your request and authorise the payment/transfer.</p>	<p>When you submit the correct security details authorising the payment/transfer.</p> <p>Accounts cannot be closed online.</p> <p>CHAPS requests cannot be made online.</p> <p>Instead, please contact the Customer Services team on <b>0345 122 1122</b> or at the address above.</p>

**Cut-off times**  
(Please see glossary for the meaning of working day)

<b>Cash</b>	Cash withdrawals can be made during our branch opening hours and are subject to our cash withdrawal limits.	Cash withdrawals are not available for this type of account.	Cash withdrawals are not available for this type of account.
<b>Cheque</b>	Cheque payment requests can be made during our branch opening hours and are subject to our cheque withdrawal limits.	<p>Cheque payment requests received at the Customer Services address above by 12.30pm on a working day will be processed the same day.</p> <p>Any cheque payment request received after 12.30pm or on a non-working day will be treated as received the next working day.</p>	Cheque payments are not available for this type of account.
<b>Electronic transfer</b>	<p>Payment requests received for electronic transfers (e.g. CHAPS, bank transfers) by 3.30pm on a working day will be treated as received that day.</p> <p>Payment requests received for electronic transfers (e.g. CHAPS, bank transfers) after 3.30pm on a working day or on a non-working day will be treated as received the next working day.</p> <p>CHAPS payments may incur a £10 charge.</p>		

- 11.7 For notice accounts we will make the payment on the working day following the expiry of the notice period starting from the date of receipt of your payment request. For example, on a 60 day notice account the payment will be made 60 days after receipt of your request.
- 11.8 If you require any changes to your payment request and you hold a notice account, this may result in an extension of the notice period which will be made at our discretion.
- 11.9 Future dated payments will be treated as received by us on the date you wish us to make the payment.
- 11.10 Except for future dated payments, once we have received your payment request, you cannot cancel the payment. Future dated payments may not be cancelled after the end of the working day before the date on which you have asked us to make the payment.

11.11 Table 5 below sets out when the funds will be received following our receipt of your payment request.

Table 5	Branch	Post/Telephone	Online
<b>Cash</b>	You will receive your cash immediately subject to our current withdrawal limits.	Cash withdrawals are not available for this type of account.	Cash withdrawals are not available for this type of account.
<b>Cheque</b>	You will receive your cheque immediately, subject to our current withdrawal limits.	Your cheque will be posted to your registered address the day your request is treated as received (see Table 4).	Cheque withdrawals are not available for this type of account.
<b>Electronic transfer</b>	Payments by electronic transfer (e.g. bank transfers, CHAPS) from your account will reach the receiving bank or building society the same day we receive your payment request (subject to the cut-off times set out in Table 4). For further details please visit <a href="http://kentrelance.co.uk/withdrawals">kentrelance.co.uk/withdrawals</a>		

Please note, details of our withdrawal limits are available on our website: [kentrelance.co.uk/withdrawals](http://kentrelance.co.uk/withdrawals)

- 11.12 We may refuse your payment request if:
- 11.12.1 there is not enough money in your account;
  - 11.12.2 your instructions are incomplete or unclear;
  - 11.12.3 we do not think it has come from you; and/or
  - 11.12.4 doing so might cause us to break the law, regulation or other duty or obligation which applies to us.
- 11.13 If we refuse to act on a payment request, we'll tell you:
- 11.13.1 that we've done so;
  - 11.13.2 the reason why we refused; and
  - 11.13.3 how you can ask us to fix the situation, if you think we made a mistake.
- We'll give you this information at the earliest opportunity and in any event by the end of the working day after the day we receive your payment request. For example, if we receive your payment request on Monday, we'll give you this information by the end of Tuesday.
- We will not tell you that we're refusing to act on a payment request if the law prevents us from doing so.
- 11.14 Cheques withdrawn and subsequently unbanked (for up to 6 months) will earn interest from the date of re-investment. Cheques returned to a closed account will be credited to a holding account and will not earn interest.
- 11.15 Unless otherwise stated in the product literature, we will only stop cheques withdrawn from your account with us in the case of loss or theft. If a cheque is stopped, we can issue a replacement cheque (only if the original cheque is not within the clearance system), but this must be made payable to you.

## 12. Non-receipt of payments

- 12.1 You are responsible for providing us with the correct information when asking us to make a payment. This will be the recipient's account number and sort code. If you notice that something has gone wrong with a payment, you must tell us as soon as possible and within 13 months. If you did not give us the correct information, we will not be liable for any delays or problems with the payment, although we will try and help you get your money back. We may charge you for this and will tell you whether charges apply and if so, how much, at the time you ask us to help you. Where we are unable to get your money back, you can send us a written request and we will then provide all the relevant information we can in order for you to claim repayment of the funds. We will only provide information to you that we are allowed to provide to you by law.
- 12.2 If the money does not reach the payee's account, we will investigate this. If it is the case that you gave us the correct information but the money did not reach the payee's bank or building society, then we will refund to you the amount of the payment and restore your account to the position it would have been in (for example, by paying any interest you would have earned and refunding any interest or charges that you have paid as a result) except where HMRC regulations do not allow us to do so. Upon request, we will also make immediate efforts to trace the non-executed or defective payment free of charge and notify you of the outcome. If the money did reach the payee's bank or building society, then it will be responsible for correcting any mistake.
- 12.3 If you ask us to make a payment and the payee's bank or building society receives it later than we are legally required to send it to them, you can ask us and we will contact the payee's bank or building society and ask them to correct the amount of interest and charges on the payee's account so that it is as if the payment was received on time.



### 13. Personal security details and protecting your account

- 13.1 You must use all passbooks, passwords, personal identification numbers, codes, memorable words, tokens and other security details ("security details") in accordance with these Terms and Conditions.
- 13.2 You must keep all security details we give you safe. You must not give them to another person or let another person use them. This includes not allowing other people to use your passbook unless you have an appropriate power of attorney or order from the Court of Protection in place. You must not do anything which would let someone else use your security details (such as writing them down in a way another person could easily understand).
- 13.3 If you lose any security details or think that they have been stolen or otherwise acquired by another person without your permission or are being used without your consent, then you should tell us as soon as possible and without undue delay by calling us on our freephone fraud prevention number **0800 077 8210**.
- 13.4 Once you have told us your security details have been lost or compromised, you will not be liable for any unauthorised payments so long as you have not acted fraudulently.
- 13.5 Where we reasonably believe your security details have been compromised and/or are being used in an unauthorised or fraudulent manner, we may prevent them from being used. Before we do this we will telephone you to let you know we are going to block your security details and why. We will also write to you to confirm what we are doing and why. If we are not able to let you know in advance, we will tell you afterwards. However, we will not tell you before or after blocking your security details if to do so would be unlawful. We will either unblock your security details or replace them as soon as reasonably possible once we no longer have reason to prevent them from being used.
- 13.6 We will contact you by post, email or telephone if there are suspected or actual fraud or security threats relating to your account.

### 14. Unauthorised payments

- 14.1 You must carefully check all statements, transaction advices, entries in your passbook and other documents we give to you detailing payments made out of your account. If you become aware of any unauthorised payments you must call us without undue delay, and in any event within 13 months after the date the payment was debited from your account by calling us on our freephone fraud prevention number **0800 077 8210**. As long as we have no reason to believe you are not entitled to a refund and you notify us in accordance with this condition, we will refund the unauthorised payment and put your account back to the position it would have been in, as if the payment had not been made, by the end of the next working day.
- 14.2 You may be liable up to a maximum of £35 for unauthorised payments which take place before you notify us and which arise from the use of any lost or stolen passbook or security details which have become known to someone else. We won't hold you responsible for up to £35 where:
- 14.2.1 the loss or theft of your passbook or security details was not detectable by you prior to the payment (unless you have acted fraudulently); or
- 14.2.2 the loss was caused by the acts or omissions of our employees, agents or branches, or an entity which carried out activities on our behalf.

- 14.3 However, you will be liable for all payments made from your account(s) if you have, deliberately or carelessly failed to:
- 14.3.1 use your passbook or security details in accordance with these Terms and Conditions;
- 14.3.2 notify us without delay in accordance with condition 13.3 on becoming aware of the loss, theft or unauthorised use of your passbook or security details; or
- 14.3.3 take all reasonable steps to keep your passbook or security details safe.
- 14.4 Except where you have acted fraudulently, you are not responsible:
- 14.4.1 for any losses incurred in respect of any unauthorised payments arising after you notified us of the loss, theft or unauthorised use of your passbook or security details in accordance with condition 13.3;
- 14.4.2 if we failed to provide you with appropriate means of reporting the loss or theft of the passbook or security details; or
- 14.4.3 where your security details have been used in certain circumstances to buy something online or at a distance.

### 15. Account information and statements

- 15.1 We will provide you with information about transactions free of charge, as follows:
- 15.1.1 If you have an online account, or you have a passbook account or postal account and you have registered for our online banking portal, we will upload a statement to our online banking portal each month (covering the transactions from the previous month). We will send you a notification by email to let you know the statement is available for you to view, unless we agree with you that you would prefer not to receive that notification. Where you make a deposit to open the account, we will confirm the details of that transaction by letter. You will not receive an email notification in respect of that transaction.
- 15.1.2 If you have not registered for the online banking portal;
- i) We will post you a statement each month where a payment has been made from the account, unless we agree with you that you would prefer not to receive these statements by post;
- ii) If you do not want to receive statements as set out in (i) above or where there has only been a deposit(s) into your account in that month, we will provide the information either by (i) updating your passbook whenever you come into a branch or (ii) whenever you request it either by writing to Customer Services at the address above or calling Customer Services on **0345 122 1122**.

- 15.2 We will also provide you with an annual statement without charge in the same way as we provide information about transactions to you under condition 15.1. If you have registered for online services your annual statement will be sent to you in accordance with the preference you have made.
- 15.3 We will only produce statements if there are transactions on your account. If there are no transactions other than interest payments on your account in any month, we will not provide a statement.
- 15.4 When you close your account, we will confirm the details of the final withdrawal at the time that you close the account or by letter, so you will not receive a statement in respect of that transaction.
- 15.5 If you have an online account and your account is closed, we will no longer upload statements for that account. You will also not be able to view your account by logging onto our online banking portal.

## 16. Change of contact details

- 16.1 It is your responsibility to notify us by post, secure message, calling Customer Services on **0345 122 1122**, or by visiting a branch of any change in your name, address, telephone number or email. We will correspond with you using the details you have provided, unless the correspondence is returned (please refer to condition 25). For change of name and/or address, we may need verification to confirm the change of details.
- 16.2 When changing your contact details we will try to verify the changes electronically. If this is not possible we may require another form of identification. A list of the type of documents we may require can be found on our website [kentreliance.co.uk/downloads](http://kentreliance.co.uk/downloads)
- 16.3 We will give you details when you open your account of how you should advise us of any changes. This will be contained within your welcome pack.

## 17. Overseas residence

- 17.1 If you cease to be a UK resident, except BFPO addresses, we may close your account or you may no longer open new accounts with us. The exception to this, is if you have a maturing fixed term savings account, you can move your maturing funds to another savings account offered by us but cannot add funds to this account.
- 17.2 You may not add another account holder or add further funds to any savings accounts held with us once you cease to be resident in the UK (except BFPO addresses).

## 18. Data protection

- 18.1 We will collect and use your personal data in accordance with our privacy policy, which can be found at [kentreliance.co.uk/legal/privacy-policy](http://kentreliance.co.uk/legal/privacy-policy) or can be obtained by calling Customer Services on the number above.

## 19. Telephone call recording

- 19.1 Calls with Kent Reliance may be monitored and/or recorded for compliance, legal, customer service and training purposes.
- 19.2 Calls may be handled by our overseas call centre.

## 20. In the event of death

- 20.1 In the event of your death we will hold the funds in the account on trust and will only release those funds to a person who proves to be entitled to the money on the production of sufficient evidence of their entitlement to access the funds. More information can be found on our website or by calling the Customer Services number above.

- 20.2 If the beneficiary of the account wishes to keep the account open and transfer the account into his/her name we would require a completed application form, proof of identity and address. This service will be subject to the availability of the relevant product and will be provided at our discretion.

- 20.3 Where there is more than one personal representative of a deceased customer's estate and the personal representatives have informed us in writing of their status and postal addresses, supported by documentary evidence, we will send duplicate correspondence in relation to the account to a maximum of two personal representatives.

## 21. Bankruptcy or other legal claims

- 21.1 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:
- 21.1.1 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;
  - 21.1.2 continue to rely on the current records we hold about you;
  - 21.1.3 apply for a Court Order; or
  - 21.1.4 take any other action we feel is necessary to protect us.
- 21.2 If we have acted reasonably, we will not be liable to you for taking any of those steps.

## 22. Power of attorney and incapacity

- 22.1 If you become incapable of managing your finances, we will only allow a person to withdraw funds from your account once we have received an appropriate power of attorney or written notice (original or certified) from the Court of Protection ordering that the named person should have access to your account. That named person will be the Operator on your account. The Operator holds the funds in the account for the benefit of the account holder and operates the account on behalf of the account holder.
- 22.2 A person who appears to us to have the care of, or the management of your affairs may be required to provide us with acceptable written confirmation that they will reimburse us against all claims in respect of the amount to be withdrawn.
- 22.3 Withdrawals by electronic transfer made by the Operator will be sent to your nominated bank account. Nominated bank accounts must always be held in the name of the account holder and not that of the Operator.
- 22.4 Operators cannot access the online service to operate an account on behalf of someone else – please see the Online Services Terms and Conditions for further information.

## 23. Set-off

- 23.1 We have the right to retain and set-off money in any account you (or any of you) hold with us against money you (or any of you) may owe to us or any part of the Group in your sole name, or with others under a mortgage, loan, guarantee or otherwise which is due for payment but which has not been paid.
- 23.2 If we choose to exercise our right to set-off, we will act reasonably and in line with any applicable regulatory requirements. For example, we will not exercise our right of set-off against any money that we think you need to meet essential living expenses or other priority debts, or that we know someone else has rights to. We will give you notice in writing when we have exercised our right of set-off.

## 24. Force majeure

- 24.1 We will not be liable for any losses you suffer as a result of events;
- 24.1.1 which are beyond our control and could not have reasonably have been foreseen or avoided;
- 24.1.2 do not arise directly from the matters for which we are responsible; or
- 24.1.3 which arise from us complying with legal requirements.

## 25. Gone Away and Inactive Accounts

- 25.1 Where post is returned to us on more than two occasions we may at our discretion flag the account as "Gone Away".

An account may be flagged by us as "inactive" if there hasn't been any activity on your account or contact from you for 6 years.

If your account is flagged as "Gone Away" or inactive this will mean:

- 25.1.1 No withdrawals or changes to the account can be made;
- 25.1.2 You will not be able to open or operate an account using our online services;
- 25.1.3 We will also suspend certain correspondence relating to the account.

To reactivate your account or to remove the "Gone Away" flag, we will ask you to verify your details and provide us with proof of identity, address and residency.

## 26. Dormant accounts

- 26.1 If your account becomes dormant, we may take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act 2008. An account will become dormant if there has been no activity on the account for 15 years or more. If your account becomes dormant, we may transfer any money in your account to the unclaimed assets scheme. You'll still have the right to the money and you can contact us at any time for information about how to get your money back.

If you believe you have a lost, inactive or dormant account, we will tell you how we can help you trace it. The My Lost Account scheme is available at [mylostaccount.org.uk](http://mylostaccount.org.uk)

## 27. Third party interest

- 27.1 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.

## 28. Changes to interest rates and Terms and Conditions

- 28.1 We may make changes to:
- 28.1.1 our interest rates (unless you have a "fixed" rate product as described in Condition 28.5);
- 28.1.2 your account;
- 28.1.3 the Terms and Conditions (including the Online Services Terms and Conditions);
- 28.1.4 product literature; or
- 28.1.5 charges
- at any time as described in this Condition 28. We will always look to ensure that any changes we make are fair and in proportion to the impact on us and our customers.
- 28.2 We may make changes as described in 28.1, to respond to the following:
- 28.2.1 changes in our funding costs and how much it costs us to provide accounts to you (which may include both increases and decreases in the cost to you);
- 28.2.2 changes in the law, regulations, or decision made by a court order or ombudsman;
- 28.2.3 changes in statements or codes of practice or industry guidance;
- 28.2.4 to preserve our financial stability; or
- 28.2.5 any other event or circumstance which is beyond our reasonable control.
- 28.3 In addition to the reasons set out in condition 28.2, we can also change our interest rates to:
- 28.3.1 respond to changes in interest rates generally in the retail banking market; or
- 28.3.2 balance the rates we pay our savings customers with the rates our mortgage customers pay to borrow money from us and the rates we pay to borrow or raise funds.
- 28.4 In addition to being able to change interest rates on your account in accordance with conditions 28.2 and 28.3, we may change them for any reason. If we are making a change in reliance on this condition 28.4, we will tell you this when we give you notice of the change.
- 28.5 Interest rates described as "fixed" will not vary for the specified term.
- 28.6 In addition to the reasons set out in condition 28.2, we can also change these Terms and Conditions (including the Online Services Terms and Conditions) and/or your account and/or the product literature and/or any charges for the following reasons:
- 28.6.1 to make improvements to or to make changes in services we provide which may include by way of example, changing the systems and technology used to provide those services and/or introducing new facilities and features;
- 28.6.2 as a result of changes in our ownership or a reorganisation due to us acquiring or merging with another business;
- 28.6.3 to make them clearer or fairer to you or to correct any errors; or
- 28.6.4 for any other valid, fair or proportionate reason where we reasonably believe a change is appropriate or necessary.
- 28.7 In addition to our right to make changes as described above, we may also limit at any time without notice the amount that you may withdraw in respect of any account should we reasonably consider such restriction is necessary in order to protect the legitimate interests of our customers as a whole.

28.8 Where we make a change to the interest rates, we will give you notice as set out in Table 6 below. The amount of notice and the way we give you the notice will depend on the type of change that will be made. Table 6 also provides details about when the relevant change will come into effect and what rights you have where we make a change to the interest rates.

<b>Table 6</b>			
<b>Interest rate change</b>	<b>How will we tell you</b>	<b>When will we do this</b>	<b>Consequences</b>
<b>Increase</b>	We will place notices in our branches and on our website.	As soon as reasonably possible.	The change will be effective immediately.
<b>Decrease</b>	We will send you personal notification (either by post, email, secure message on our online banking service, a message on your statement or in any other way that will be sent to you personally).	At least 14 days before the change takes effect; or	You will have at least 30 days from the date of notification of the reduction during which you can close your account without charge (or any other financial loss) and without providing notice.
		At least 14 days, plus the amount of notice you have to give us to make a withdrawal from or to close your account (if the product notice period is less than 30 days we will give you 14 days, plus 30 days' notice) before the change takes effect.	You will have to provide notice to close your account in accordance with the product literature, you'll also be required to pay any charge that might ordinarily apply in lieu of notice.

Where the product literature states the interest rate on your account is linked to a reference rate the interest rate will change on the first working day of the month after the reference rate changes and you will not be notified of this change.

28.9 If we decrease the interest rate relying on Condition 28.4 you will be free to close your account (without notice, loss of interest or additional charges) at any time within 30 days of the date we reasonably expect you will have received our notification of the charge.

28.10 Where we make a change to your account, the Terms and Conditions (including the Online Services Terms and Conditions), the charges or to our product literature, we will give you notice as set out in the table below. The amount of the notice and the way we give you notice will depend on the type of change that will be made. The following table also provides details about when the relevant change will come into effect and what rights you have where we make changes.

<b>Table 7</b>			
<b>What is changing</b>	<b>When will we tell you</b>	<b>How will we tell you</b>	<b>If you object to the change</b>
Any changes relating to electronic payments, for example: <ul style="list-style-type: none"> <li>• Paying money in</li> <li>• Withdrawals (except as described in Condition 28.6)</li> <li>• Unauthorised payments</li> <li>• Complaints</li> <li>• Protecting your account security</li> <li>• Statements</li> <li>• Non-receipt of payments</li> <li>• Fees and charges</li> </ul>	At least 2 months before the change takes effect.	Personal notification (either by post, by email or secure message if you have an online account).	You can end your agreement and close your account without charge or any other financial loss at any time during the period specified in our notification.
Any other change to your disadvantage, other than the types of changes described above.	At least 30 days before the change takes effect.	Personal notification (either by post, by email or secure message if you have an online account).	You can end your agreement and close your account without charge or any other financial loss at any time during the 60 days from the date of our notification.
All other changes that are not to your disadvantage.	Within 30 days after the change takes effect.	Via notices in our branches and on our website.	If you wish to end your agreement and close your account because of the relevant change we are making, you may close your account in line with the terms set out in the product literature which may result in you incurring charges (or other financial loss).

Unless we hear from you before the end of the relevant notification period described above to tell us that you do not accept the change, wish to end the agreement and wish to close your account, we will treat you as accepting the change(s) we are making. The change(s) will take effect at the end of the relevant notice period.

You can call us to discuss any changes made to your interest rate or the Terms and Conditions (the Online Services Terms and Conditions) and charges by calling our Customer Services Team on **0345 122 1122**. You can close your account, by visiting your local branch, calling or writing to the Customer Services Team address above.

## 29. Termination of agreement

- 29.1 You may terminate the agreement relating to an account at any time by notifying us in writing, calling the Customer Services number on **0345 122 1122** or by sending us a secure message using our online service. Please check the product literature applicable to your account to see if there are any further requirements or consequences of terminating your agreement.
- 29.2 We may terminate the agreement by writing to you at the first named account holder's or Operator's registered address (or by secure message for an online account) at least 2 months in advance. Where there are exceptional circumstances we may close your account immediately. We may do this if, for example:
- 29.2.1 we are required to do so by law, regulation or other rule or decision which applies to us;
- 29.2.2 we reasonably believe your account is being used fraudulently or for illegal purposes.
- 29.2.3 we find out that you are not eligible for the account or any of the information you provided to us when entering into this agreement was incorrect;
- 29.2.4 you have committed a serious breach of the terms of your account or have repeatedly breached the terms;
- 29.2.5 you have been threatening or abusive towards our staff; or
- 29.2.6 we reasonably consider that by continuing with this agreement, we may break the law, regulation, code, order or other duty which applies to us, or we may be exposed to action from any government, regulator or law enforcement agency.

## 30. Complaints

- 30.1 We aim to resolve all complaints by close of business on the third working day after the complaint is received.
- 30.2 If this is not possible, we will follow either of the two processes set out below depending on the nature of your complaint.
- 30.3 **Complaints relating to payments into and out of your account:**  
We will acknowledge your complaint in writing promptly (no later than 5 working days from the date we received your complaint), to confirm that we are investigating and next steps. We have 15 working days from the date we received your complaint to respond in full. If we are unable to do so within that period, we will send a holding reply explaining why we are unable to respond in full and providing a deadline by which we will do so. That deadline may not be more than 35 working days from the day we received your complaint. If we are unable to resolve your complaint, we will tell you our decision and provide information about your right to appeal to the Financial Ombudsman Service.
- 30.4 **All other complaints:**  
We have 8 weeks to resolve your complaint. Within this time, we will keep you updated on the progress of our investigation in accordance with the Financial Conduct Authority's Dispute Resolution rules. If we are unable to resolve your complaint through our internal procedure, we will write to you detailing our decision and your right to appeal to the Financial Ombudsman Service.

- 30.5 Information about our complaints procedure and the Financial Ombudsman Service is contained in our leaflet "How we'll put things right" which is available via our branches, by calling Customer Services on **0345 122 1122**, writing to the Customer Services address above, or our website. Financial Ombudsman Service information will also be detailed within our correspondence to you at the 8 week/final response stage of your complaint.

## 31. Provident society membership

- 31.1 If you are an individual (and not applying to be an Operator of an account), you can become a member of the Provident Society when you open an account with us. Your rights and obligations as a member are set out in the Provident Society Rules, copies of which are available on the Provident Society's website [kentreliance.co.uk/provident-society](http://kentreliance.co.uk/provident-society)

## 32. Law and jurisdiction

- 32.1 These conditions shall be governed and construed in accordance with English law and you and we agree to the exclusive jurisdiction of the courts of England and Wales. All communications we send to you will be in English.
- 32.2 These do not affect or exclude any terms and conditions implied in law unless set out expressly in these Terms and Conditions.

## 33. Additional terms and conditions for cash ISAs

- 33.1 **ISA eligibility**
- 33.1.1 You may only subscribe to a cash ISA with one provider in any tax year. A tax year is the period from 6 April to 5 April the following year.
- 33.1.2 Multiple Kent Reliance ISA products are treated as a single ISA for HMRC purposes. Therefore, you may split your ISA allowance between multiple Kent Reliance cash ISA products.
- 33.1.3 The maximum you can subscribe to a cash ISA is set by the UK Government each year.
- 33.1.4 You can find out the current year's ISA limit by visiting the ISA page on our website or visiting one of our branches. The Government may change this limit in the future.
- 33.1.5 If you subscribe to a cash ISA, you will limit the amount you can subscribe in a stocks and shares ISA, an innovative finance ISA and a lifetime ISA. We do not currently offer a stocks and shares, an innovative finance ISA or a lifetime ISA.
- 33.1.6 A cash ISA may only be held by an investor in their sole name. A cash ISA cannot be a joint account or held on behalf of a person other than the account holder.
- 33.1.7 You must be at least 16 years old to invest in a cash ISA.
- 33.1.8 You must be resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or you are married to, or in a civil partnership with, a person who performs such duties. You must inform Kent Reliance if you cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

**33.2 Cancellation**

- 33.2.1 If you change your mind about opening the cash ISA, you have the right to cancel it within 14 days of it being opened. You can do this by telling us that you wish to cancel by calling Customer Services on **0345 122 1122**, by writing to our Customer Services, or sending us a secure message (if you have an online account).
- 33.2.2 If you cancel within the 14 day period, we will return your money without interest (unless you have an easy access ISA in which case interest will be included). You may then open another cash ISA in the same tax year.
- 33.2.3 If you do not cancel within the 14 day period, your cash ISA will remain open until it is closed and you will not be allowed to open another cash ISA until the next tax year.

**33.3 Withdrawals and transfers**

- 33.3.1 You may make withdrawals from your cash ISA, subject to the specific terms of the account. Once withdrawn, funds cannot be replaced. Therefore, if you have reached the maximum limit at any time within the tax year, you cannot re-invest any withdrawn funds.
- 33.3.2 You may transfer the whole or part of your cash ISA to another ISA provider, subject to the specific terms of the account. If you wish to transfer your cash ISA with us to another ISA provider then you should request this through your new ISA provider, making a separate request for each cash ISA you have with us and that you wish to transfer. You should not withdraw the funds from your cash ISA and then pay them to your new ISA, as those funds will lose their ISA status and will count towards your annual ISA allowance.
- 33.3.3 Please note that if you want to transfer any subscriptions you have made in the current tax year, you must transfer all of those subscriptions, as it is not possible to transfer only some of the subscriptions made in the current tax year. You can transfer all or part of any previous tax year cash ISAs you hold with us to another ISA provider.
- 33.3.4 Where we are transferring funds to another ISA provider we will do so in accordance with ISA Regulations and HMRC guidance relating to ISA transfers. On receipt of a transfer instruction form from the new ISA provider, we will send the funds and accompanying information to the new ISA provider within 5 working days of the date of receipt.
- 33.3.5 Transfers of previous tax year ISA subscriptions from another provider do not count towards this tax year's ISA subscription limit. Transfers of current tax year ISA subscriptions will count towards this tax year's ISA subscription limit.
- 33.3.6 A cash ISA may not be transferred from one individual investor to another.
- 33.3.7 All transfer in requests must be made within 30 days of the account opening.

**33.4 General**

- 33.4.1 We are not obliged to notify you of any regulatory changes to cash ISAs as the UK Government may change the tax status and the terms and conditions of cash ISAs at any point in the future.
- 33.4.2 In the event of your death your ISA allowance may be inherited by your spouse or civil partner in line with ISA Regulations and HMRC guidance on Additional Permitted Subscription.
- 33.4.3 The funds in your cash ISA must be, and must remain in your beneficial ownership and not be used as security for a loan.
- 33.4.4 ISA Regulations and HMRC guidance state that if you do not make a subscription to your existing cash ISA in any tax year, you must complete a new application form if you wish to continue to invest in subsequent tax years.
- 33.4.5 We will satisfy ourselves that any person we delegate any of our functions or responsibilities to under our agreement with you in relation to your cash ISA is competent to carry out those functions and responsibilities.
- 33.4.6 We will notify you if, by any reason of failure to satisfy the provisions of the ISA Regulations, your cash ISA has become or will become void.

**34. Glossary**

**Elected account:** if applicable, this is the account to which you selected to have interest paid.

**Group:** means OneSavings Bank Plc and its subsidiaries.

**HMRC:** means Her Majesty's Revenue and Customs.

**Nominated bank account:** means a current account held in your name with another UK bank/building society that has been registered and verified by us, to which payments from your account are sent.

**Operator:** means a person who operates the account on your behalf in accordance with the Terms and Conditions and/or product literature.

**We, our, us, Kent Reliance:** means OneSavings Bank plc trading as krbs and Kent Reliance Banking Services.

**Working day:** means Monday-Friday, and excludes Saturdays, Sundays and any national holiday in England. If our last working day before Christmas Day (25 December) falls on a weekday, (Monday to Friday) that working day will end at 12pm and the remainder of that day will be treated as a non-working day.

**You, Your:** means the customer(s) named on the account(s).

For customer service and training purposes, calls with Kent Reliance may be monitored and/or recorded.

krbs, Kent Reliance Banking Services and Kent Reliance are trading names of OneSavings Bank plc. Registered in England and Wales (company number 7312896). Registered office: Reliance House, Sun Pier, Chatham, Kent, ME4 4ET. OneSavings Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number 530504).

2213JKR/MKT000270-002

