

## Zempler Bank current account terms and conditions

These terms and conditions form a legal agreement (the agreement) between us, Zempler Bank Ltd (“Zempler Bank”) and you, the account holder. They, along with the **usage restrictions** and **fees** on our website ([www.zemplerbank.com](http://www.zemplerbank.com)), apply to you. They all also apply to any additional cardholder in connection with them using their pre-paid card issued from your account. References to you include the additional cardholder where they have an obligation under these terms and conditions.

In these terms and conditions, references to the 'card' mean all pre-paid cards which are linked to your account, whether to you or an additional cardholder. References to a 'payment' or 'payments' mean one or both of payments into your account and payments from your account.

The card is issued by us, Zempler Bank, and we own the copyright and other intellectual property rights in the card, our Online Banking services and our Mobile App. The underlying software for Online Banking and our Mobile App is licensed to you. You do not own it.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 671140, registered address: Cottons Centre, Cottons Lane, London, SE1 2QG, United Kingdom).

You can ask us for a copy of these terms and conditions, our current fees and the current usage restrictions by phoning customer service on 0330 024 0924 (+44 207 153 8940 from overseas). You can get a statement of recent payments through Online Banking or our Mobile App, or by phoning customer service.

### 1. Managing the agreement

- 1.1 You agree that any communications with you will be in English.
- 1.2 The agreement and all other communications between you and us will be provided electronically (for example, by email), unless the law says otherwise. We may communicate with you by including a message in your statement or through Online Banking.
- 1.3 Any information you give us must be accurate and up to date. You must keep your personal details (including your email address and mobile phone number) up to date through Online Banking or our Mobile App. If we contact you about your account we will use the most recent contact details you have given us.
- 1.4 The agreement will stay in force until you or we end it as described in these terms and conditions.

### 2. Applying for and managing your account and card

- 2.1 To apply for an account you must be at least 18 and live in the UK legally. If you are a business, you must be based in the UK. Further eligibility criteria are available at <https://www.zemplerbank.com/products/business/current-account/eligibility>. When we receive your application we will check your identity and home address, and may ask you for proof.
- 2.2 We will immediately tell you the outcome of your application and let you know if we need any further information from you. If we accept your application, once we have all the information we need we will send the card to your home address.
- 2.3 By applying for an account you are agreeing to these terms and conditions.
- 2.4 You can use Online Banking or our Mobile App to, amongst other things, view your account balance and payment history, download copies of statements and view the card details. You

can also get this information by contacting customer service (using the telephone numbers shown in the introductory paragraphs above).

- 2.5 Your statement will show:
- (a) the date and amount of each payment to and from your account, shown in the currency the payment was made in;
  - (b) any fees we have charged; and
  - (c) for payments made in a currency other than sterling, the relevant exchange rate and the amount in sterling after the currency conversion.

### **Additional cardholders**

- 2.6 You can apply for a limited number of people to be additional cardholders and receive a card linked to your account. You can use Online Banking to find out the limit that applies to your account. Additional cardholders must be 13 or older.
- 2.7 We may check the identity and address of any additional cardholder, and you must make sure that additional cardholders give us all the information and documents we reasonably need to carry out our checks.
- 2.8 We will immediately tell you the outcome of your application for an additional card and let you know if we need any further information from you or the additional cardholder. If we accept your application, once we have all the information we need, we will send the additional cardholder's card to your home address.
- 2.9 All payments an additional cardholder makes with their card will be charged to your account and treated as if they had been made by you. As the account holder, you are responsible for any fees or charges which result from the additional cardholder's use of the card.
- 2.10 Additional cardholders will be given a separate login for Online Banking and our Mobile App so they can see their own payment information. You will be able to see all payments made by additional cardholders.
- 2.11 You can cancel or block an additional cardholder's card at any time through Online Banking or the Mobile App, or by phoning customer service on 0330 024 0924 (+44 207 153 8940 from overseas). An additional cardholder can also cancel or block their card in the same ways.
- 2.12 You are responsible for making sure any additional cardholder keeps to these terms and conditions. If an additional cardholder breaks any of these terms and conditions, we may block their card. We may also block the additional cardholder's access to Online Banking and our Mobile App.

### **3. Account and card security and reporting unauthorised or incorrect payments**

- 3.1 You must keep your card safe at all times. You must also keep the security details you need to use your card, and to access Online Banking and our Mobile App, safe and confidential. For example, you should not tell anyone your PIN, username, password or security code or number, and you should not write any of these details on your card or keep them with your card.
- 3.2 If you suspect that someone else knows your security details, or if the card is lost or stolen, you must follow the instructions set out in 3.5 and 3.6 below. If you do not follow those instructions and someone gets access to Online Banking or our Mobile App using your security details, or uses the card without your permission, you may lose some or all of your account balance.

- 3.3 We can disable any username, password or PIN number if we reasonably believe that you have failed to keep to these terms and conditions.
- 3.4 We recommend that you regularly check your account balance and payment history, through Online Banking or our Mobile App, to check for payments which you do not recognise and identify any unauthorised use of your account or card.
- 3.5 If you know or suspect that:
- (a) the card has been lost or stolen; or
  - (b) someone else may know your security details;

you must tell us immediately by calling customer service. You can temporarily block the card through Online Banking or our Mobile App. If necessary, we will cancel the card and send you a new one within seven business days. You would need to pay a fee for us replacing the card (see section 23 for details).

- 3.6 If you think a payment from your account was not authorised by you or is incorrect in any way, you must contact us immediately by calling customer service. We may ask you to fill in a declaration form.
- 3.7 If we need to tell you that we suspect or have identified fraudulent activity relating to your account or card, or that the security of your account or card may be at risk, we will contact you by text message or push notification (a message that pops up on your mobile device) and ask you to contact us as soon as possible.

#### **4. Usage restrictions and overdrafts**

- 4.1 The usage restrictions shown at <https://www.zemplerbank.com/products/business/current-account/limits> apply to your account and the card.
- 4.2 We can change the usage restrictions at any time. We will tell you about any change as explained in section 16 of these terms and conditions. For security purposes, we may apply additional usage restrictions to your account or card. We will explain those restrictions to the extent the law allows us to.
- 4.3 There may be limits that apply to your account or card, including a maximum account balance or limits on the amount of payments and card payments you can make. There may also be limits for the amount you can pay in at a post office each day or each year. The limits are shown in the 'Limits explained' section of our website at <https://www.zemplerbank.com/products/business/current-account/limits>. If you go over a limit, we will not process your payments. We will contact you about this if necessary.

#### **Overdrafts**

- 4.4 An overdraft is a credit facility that is designed for short-term borrowing. An overdraft arises when you have spent more money than you have in your account and your balance falls below zero (that is, becomes overdrawn).
- 4.5 An arranged overdraft is one we have agreed to provide for you to use when there is no money left in your account. An unarranged overdraft is where your account goes overdrawn, or you go over your arranged overdraft limit, and we have not agreed to this beforehand.
- 4.6 We may agree to provide an arranged overdraft if you meet our lending and affordability criteria. You can ask us to reduce your arranged overdraft, or cancel it, by contacting us through customer service.

- 4.7 You may be charged interest or fees if you go overdrawn, even if you stay within an arranged overdraft limit. The overdraft cost calculator tool and eligibility tool on our website provide details of the likely costs and whether or not you are eligible. If we agree to provide an arranged overdraft facility, we will give you the associated terms and conditions setting out the amount of your arranged overdraft and the interest rate and fees we charge.
- 4.8 If any payment you want to make from your account (including by card payment, bank transfer, direct debit or standing order), would create an unarranged overdraft, we would usually refuse to make the payment from your account.
- 4.9 If, for any reason, a payment is processed (including if a payment made into your account is recalled) and that creates an unarranged overdraft; or if any interest, fees or service charges are applied that create an unarranged overdraft; you must immediately pay off that overdraft plus any associated fees and/or interest. See section 23 for information about our overdraft rates and fees.
- 4.10 If we allow you to have an unarranged overdraft in the circumstances described in clause 4.9, or by making a payment from your account when you do not have enough money available, this does not mean that:
- (a) we have agreed an arranged overdraft;
  - (b) the limit of any arranged overdraft has been increased; or
  - (c) we will always make any payment which would have the same effect.
- 4.11 We may use information from credit-reference agencies to help us decide whether or not to give you an arranged overdraft.
- 4.12 All overdrafts are repayable on demand, meaning that you must pay them off in full when we ask you to. We can ask you to pay off an overdraft immediately. We'll try to let you know at least 14 days before we reduce your arranged overdraft, ask you to pay it off or take it away completely.
- 4.13 If we ask you to pay off an overdraft and you don't do so within 28 days of us asking you to, we may let the credit-reference agencies know and 'register a default'. This means that their records will show that you didn't pay us when you should have. This could affect your ability to get credit in the future.
- 4.14 If you do not pay off an overdraft, we may start court action to recover the amount you owe. If we do, you may need to pay interest (the court will decide how much) on the amount you owe us, so you'll have to pay us back more than you borrowed.

## **5. Interest, fees and VAT**

- 5.1 You won't usually earn any interest on the balance of your account. However, we may choose to pay you interest by giving you 30 days' notice of the effective annual rate (EAR) that applies to your account. An EAR shows what the interest rate would be if interest was compounded, meaning if interest was earned on your total balance including any interest previously earned. If we start paying you interest, we will calculate the interest on a daily basis and add it to your account at the end of each month on the 'monthly cycle date'. We will tell you what your monthly cycle date is going to be when we give you notice that we are going to start adding interest to your account.
- 5.2 Our fees apply to your account and the card. The current fees are set out in section 23. You can also see the most up-to-date fees through Online Banking or our Mobile App, or you can ask customer service for a printed copy of them.

5.3 Our fees may change and we will tell you about any change as explained in section 16 of these terms and conditions.

5.4 We will charge any fees to your account balance when they become due.

## 6. Using third-party providers

6.1 You can choose to allow a third-party provider (TPP) to access your account information or make online payments from your account (or both). We will treat any instruction from a TPP as if it were from you, and these terms and conditions will still apply when you use a TPP.

6.2 We may refuse to deal with a TPP if:

- (a) we reasonably believe that there is a security risk to your account; or
- (b) we are concerned about fraudulent activity or unauthorised access concerning that TPP.

Unless we are prevented by a legal, regulatory or security reason, we'll tell you that we've refused to give the TPP access to your account. We will contact you using your contact details shown in Online Banking or our Mobile App.

## 7. Receiving payments into your account

7.1 Payments can be made into your account in cash at a post office or electronically by direct payment from another account. When the money becomes available for you to use depends on how the payment was made and where it came from.

7.2 We will charge a fee for payments made into your account from outside the UK. See section 23 for details.

7.3 Cash paid in at a post office will be credited to your account, and your balance will be updated, on the same business day (Monday to Friday, except bank holidays when the banks are not open for normal business).

7.4 If electronic payments are made into your account, once our fraud-prevention measures have been satisfactorily completed, the payment will be credited to your account, and your balance will be updated within the relevant timeline shown at 7.5 below.

7.5 The timelines for receiving electronic payments into your account are below, together with the cut-off times which apply when you make payments from your account.

<b>Type of payment</b>	<b>Timelines for receiving payments and cut-off time for making payments</b>
Electronic direct payments made by Faster Payments either into or from your account	The payments will leave the paying account and be credited to the receiving account on the same day. Faster Payments are processed seven days a week. The payments usually take less than two hours to process but can take up to four business days if additional checks need to be carried out.
Other types of direct payments from your account including standing orders, direct debits and other scheduled payments	The payment will reach the bank of the person or organisation being paid no later

than the next business day after the direct payment is requested.

Bacs (inbound direct credits)

The payment will be credited to your account on the business day that the payment is scheduled to be paid in.

Cash payments into and from your account made at a post office

See post office for opening times. Cash payments will be credited to, and/or debited from, your account on the same business day.

7.6 We will charge a fee for CHAPS payments made into your account. See section 23 for details.

## **8. Making payments from your account**

8.1 Any payments you make, either directly from your account or by card, will be deducted from your account balance. You should always make sure there is enough money available in your account to cover the payments you make and any fees that are due. If you try to make a payment when you do not have enough money available, we will refuse to make the payment from your account unless you have an arranged overdraft or we allow you to go into an unarranged overdraft.

8.2 If a payment that is made from your account results in an unarranged overdraft, you must immediately pay off that overdraft plus any associated fees.

8.3 You're responsible for checking that the details of any payment you want to make are correct.

### **Direct payments from your account**

8.4 We allow direct payments (including standing orders, direct debits or any other scheduled regular payments) to be collected from your account on the due date and, in the case of direct debits, in line with the direct debit instruction (mandate) you filled in for a business or organisation in the UK.

8.5 You can arrange and authorise direct payments from your account through Online Banking or our Mobile App, or by giving us instructions through a third-party provider you've authorised to act on your behalf.

8.6 If there is not enough money available in your account (including within an arranged overdraft limit) to cover a direct payment, we will not allow the payment to be collected from your account and will cancel your instruction for the payment. In the case of a direct debit, to reinstate the instruction you will need to fill in a new mandate from the relevant business or organisation.

8.7 Direct payments will reach the bank of the person or organisation you are paying no later than the next business day after the direct payment is requested.

### **Card payments from your account**

8.8 You can use your card as follows.

(a) To pay for goods and services at a distance, for example by phone or over the internet To make a card payment at a distance you must follow the instructions given when you choose to buy the product or service, which will include providing your card details.

(b) To pay for goods and services in person for example in a shop. To make a card payment in person you must follow the retailer's instructions, which might include:

- inserting the card into a card reader and following the prompts on-screen (which will include entering your PIN);
  - if you have a contactless card, holding the card against a card reader; or
  - if you have set up your mobile phone to make payments using card details you have registered, holding your mobile against the card reader.
- (c) To withdraw cash at cash machines (ATMs) displaying the logo on your card. To make a cash withdrawal you must insert your card into the cash machine and type in your PIN. You may have to pay a withdrawal fee (see the fee summary in section 23).
- 8.9 We may require you to follow enhanced security measures (for example, typing in a passcode we send you by email or text message, or authenticating a payment using the Mobile App) so that we can be sure it is you trying to make the payment.
- 8.10 The amount you can spend in a single payment may be limited by:
- (a) the usage restrictions set out on our website;
  - (b) regulation; or
  - (c) a retailer's policies and procedures for accepting payments.
- 8.11 We are not responsible if a retailer refuses to accept your card for any reason, or if a retailer fails to tell you about any charge relating to paying by card. We are also not responsible in any way for the goods or services you pay for using the card.
- 8.12 You can allow someone to take a card payment from you in the future without knowing the exact amount of the payment at the time. For example, if you use the card to pay for car rental, you can authorise the payment when you pick up the car, not knowing the exact amount that will be paid after you have returned the car. In these situations, we may authorise a future payment amount, which is higher than the amount you will end up paying. We will block the authorised amount until the retailer requests the payment, after which any money not paid to the retailer will be available for you to use.

### **Changing and cancelling payments from your account**

- 8.13 You cannot change or cancel a payment that would be made immediately (including card payments), but you can cancel direct debits, standing orders and other regular payments you have arranged to be made on a future date.
- (a) You can cancel a direct debit or standing order up to 5pm on the business day before the payment is due to be made. You can cancel through Online Banking or our Mobile App, or by phoning customer service on 0330 024 0924 (+44 207 153 8940 from overseas).
  - (b) If you want to cancel or change a direct debit or scheduled regular payment, or if your account or card details change, you are responsible for telling the business or organisation that the payment is for, and for making alternative arrangements to pay them.

## **9. Overseas and International payments from your account**

### **Overseas Payments**

- 9.1 Payments will normally be in sterling. If you make a card payment outside the UK (an overseas payment) in a currency other than sterling, we will convert the payment to sterling in

line with the appropriate card scheme's rules (for example, the Visa or Mastercard rules). The exchange rate used on the date we convert the currency may be different from the rate that applied on the date you made the payment.

- 9.2 Your payment information available through Online Banking or our Mobile App will show the amount of the overseas payment after the currency conversion. It will also show the exchange rate used. You can also find out the exchange rate used to convert the currency by phoning customer service. Exchange rates can change daily, and any change can be applied immediately without notice.
- 9.3 When you use the card outside the UK, we may charge you a foreign transaction fee, which we will charge to your account. Details of all our fees are given in section 23.

## **International payments**

- 9.4 When available, you will be able to make international payments through Online Banking or our Mobile App. The exchange rate and fees that apply to international payments are available on Online Banking and our Mobile App and will be displayed at the time of making the payment.
- 9.5 International payments are processed through third parties so we are not responsible for all stages of processing of international payments and cannot guarantee that all payments will be processed, or processed without delay. If there is a delay or a refusal to process your payment which is not your fault, we will notify you and restore the funds to your account.
- 9.6 It is your responsibility to ensure that you provide full and accurate information and authorise each payment correctly. You must tell us about any unauthorised or incorrectly executed payment straight away and, in any event, no later than 24 hours after becoming aware of the unauthorised or incorrectly executed payment. We will try to recover the money you sent however we cannot guarantee that we will be able to do so. The funds may be reconverted to the currency in your account and you may receive less than you initially paid for the payment.
- 9.7 We may contact you if we need more information before your payment can be processed, in which case you must provide the information requested within 24 hours of such request.
- 9.8 If you need to cancel or modify a request to make a payment, you must notify us straight away however we may not be able to make such cancellation or modification.
- 9.9 There are restrictions to the products and services and the way you can use this service, and we will not be required to process a payment where we determine, in our discretion, that the transaction is in breach of such restrictions or any law or regulation. For a comprehensive list of restricted activities and unsupported transactions, see <https://www.zemplerbank.com/policies/international-payments-use>. Any breach of this clause may lead to suspension or termination of your right to use this service, and could lead to legal proceedings.
- 9.10 Where there are changes to the international payments service that would affect your payment, we will inform you as soon as we are able to. We will endeavour to make this service available through Online Banking and our Mobile App at all times, but we will not be liable to you for any loss or damage if the service becomes unavailable at any time, or if access is interrupted.

## **10. Blocking your card and access to your account**

- 10.1 We may suspend or restrict your access to your account, suspend or restrict the use of your card, cancel your card, or refuse to issue or replace your card, if:
- (a) we suspect that your account or card is being used in an unauthorised, illegal or fraudulent way;



- (b) we are concerned about the security of your account or card;
  - (c) we need to do so to keep to relevant law or regulation; or
  - (d) the agreement between you and us has been cancelled as described in section 15.
- 10.2 If we take any of the actions shown above in clause 10.1, if possible, we will tell you by phone or email, giving our reasons, unless the law or any reasonable security measure prevents us from doing so. If it is not possible to give you notice of the action, we will tell you as soon as possible afterwards.
- 10.3 We will restore your access to your account or unblock your card as soon as reasonably possible after the circumstances giving rise to the action no longer apply. We will tell you when we have done this.

## **11. Refusing to make payments from your account**

- 11.1 We may refuse to make a payment from your account if any of the following circumstances apply:
- (a) You do not have enough money available in your account to cover the amount of the payment and any fees that would be due.
  - (b) We believe that you (or any additional cardholder) have broken these terms and conditions.
  - (c) We think that a payment is suspicious or could be illegal.
  - (d) We cannot make the payment from your account due to mistakes, failures (whether mechanical or otherwise), refusals or other issues caused by retailers, payment processors, card networks or payment schemes.
- 11.2 If we refuse to make a payment from your account, we will tell you about this, including the reason, as soon as reasonably possible (and always before close of business the following day), unless the law or any reasonable security measure prevents us from doing so.

We will normally tell you as follows.

- (a) In respect of electronic direct payments, via the Mobile App or by a notification in online banking or by sending you an email at the time you try to make the payment.
- (b) In respect of online payments and payments made in person, with an error message on the retailer's card reader or website and, for payments made in person, you may be given a receipt showing that the payment has not been made.
- (c) In respect of cash withdrawals, with an error message on the cash machine's screen and, if possible, a receipt showing that the payment has not been made.

In some instances we may also tell you by phone or email.

## **12. Refunds, errors and authorised push payment fraud**

### **General – unauthorised and incorrect payments**

- 12.1 If you tell us about any unauthorised or incorrect payment (as explained in clause 3.6) as soon as possible, and at the very latest within 13 months of the date of the payment, you may be entitled to a refund of that payment. It is important that you regularly check your payment

history through Online Banking or our Mobile App to make sure you identify any unauthorised or incorrect payment and tell us as soon as possible.

- 12.2 If you are due a refund of an unauthorised or incorrect payment, we will pay that refund as soon as possible after we have become aware of the payment, this is always before the end of the following business day, unless we have reasonable grounds to suspect that your refund claim has been made fraudulently.
- 12.3 If we pay a refund, but after investigating the payment we can prove that you were not due a refund, or that the refund we paid was too large, we may reverse the refund and you may be liable for any loss we suffer as a result.

#### **Payments which we have not made correctly**

- 12.4 If we were responsible for making an incorrect payment, and you told us about this as explained in clause 3.6, we will refund the payment and restore your account balance to the level it would have been if we had not made that payment for your account.
- 12.5 If we make a payment from your account in line with information you give us, we will not be liable to you if it turns out that the information you gave us was incorrect. However, we will make reasonable efforts to recover the payment.
- 12.6 If a person or organisation claims that they have not received a payment made out of your account, we will immediately try to trace the payment and tell you the outcome. If we cannot prove that the payment was paid into the person's or organisation's account, we will refund the amount involved and restore your account balance to the level it would have been if that payment had not left your account.
- 12.7 If money is added to your account by mistake, we may correct the account balance. You are not entitled to the money and, if you spend them, you will have to pay them back.

#### **Unauthorised payments**

- 12.8 If an unauthorised payment arose from the loss, theft or misuse of your security details or card, we will refund the amount of the payment. Once you have told us about the loss, theft or misuse of your security details or card, you will not be liable for any further unauthorised payments (unless you have acted fraudulently).
- 12.9 If an unauthorised payment arose from you acting fraudulently or with gross negligence, or because you failed to use Online Banking, our Mobile App or your card in line with these terms and conditions (including the obligation to keep your security details and card safe), we will not refund the payment and you will be liable for the full amount of all losses you suffer.
- 12.10 You are entitled to a refund of the full amount of any payment you made with a retailer in the UK if:
- (a) at the time you authorised the retailer to take a payment from you, you did not know the exact amount of the payment and the actual amount the retailer took as payment is greater than you could have reasonably expected; and
  - (b) you ask us for a refund within eight weeks of the payment date, through Online Banking or our Mobile App, or by calling customer service.
- 12.11 However, where the payment is initiated by or through the retailer, you will not be entitled to the refund if:
- (a) you gave us consent for the payment to be made to the retailer; and

- (b) if applicable, information about the payment was provided or made available to you by us or the retailer at least four weeks before the payment was due.
- 12.12 We will investigate any request for a refund under clause 12.10. Our investigation will consider your recent spending behaviour and all relevant circumstances related to the payment. We may ask you for further information we reasonably need, and we may give this information to other companies or people investigating the matter. You will receive your refund, or our reasons for refusing to provide a refund, within 10 business days of receiving your request. Where we ask for further information, we may require a further 10 business days from the date of receiving the further information to issue a refund, or our reasons for refusing to provide a refund.

### **Authorised push payment (APP) fraud**

- 12.13 Authorised push payment (APP) fraud arises when you transfer money to a fraudster either because they have impersonated a person that you intended to pay or because you believed you were making a payment for a genuine purpose which turned out to be fraudulent.
- 12.14 If you are a victim of APP fraud and you are eligible for a refund, we will aim to refund you within 5 business days of your refund request, but more complex cases may take up to 35 business days.
- 12.15 We will only refund claims up to £85,000. Depending on your circumstances, we may deduct up to £100 from the amount we refund you and we may not refund losses below £100.
- 12.16 In order to be eligible for a refund for an APP fraud, you must:
- (a) Be a consumer;
  - (b) Inform us of the suspected fraud as soon as possible and, in any event, no later than 13 months after you made the alleged payment to the fraudster;
  - (c) Inform us of the suspected fraud through Online Banking or our Mobile App, or by calling customer service;
  - (d) Provide us with any information and evidence which we may need in order to investigate your claim; and
  - (e) Report the fraud to the police if we ask you to, or permit us to report the fraud to the police on your behalf.
- 12.17 We will not issue a refund in response to a claim for APP fraud if:
- (a) The payment was made by card, cash or cheque;
  - (b) The payment was an international money transfer or any other type of money transfer that took place through a payment system that does not have specific rules requiring a refund to be made;
  - (c) The claim actually relates to a civil dispute between you and the person or business that received the payment, and not to any potential fraud by the person you paid;
  - (d) We have reasonable grounds to suspect that the claim you made was fraudulent or dishonest, or that you are involved in the fraud;
  - (e) We do not receive the information required to review your claim;
  - (f) The payment was sent to or from an account outside of the UK;

- (g) The account you sent money to is with a credit union, municipal bank or national savings bank;
  - (h) The payment was sent to another account which you control;
  - (i) We reasonably believe that you were grossly negligent in making the payment (for example, potentially if you were warned by us that the payment may be scam and you chose to continue to make the payment anyway);
  - (j) You inform us of the fraud more than 13 months after you made the payment; or
  - (k) The payment occurred before 7 October 2024.
- 12.18 If you are not happy with the process or outcome of our investigation, you can raise a complaint with us first, and you may ultimately be able to refer our reimbursement decision to the Financial Ombudsman Service, as set out at section 18.
- 12.19 The APP fraud reimbursement rules do not apply to unauthorised payments as set out at clause 3.6. If you suspect that an unauthorised payment has been made from your account, you should make a refund request as set out at clause 12.1.

### **13. Using money from your other accounts**

- 13.1 If any amounts you owe us become overdue, we can take the amount (or part of it) from any accounts that you hold with us and are in credit. We will not do this if we think that it is unreasonable, taking account of your circumstances, including you needing to have enough money available to meet essential living expenses.

### **14. Our liability**

- 14.1 If you make a payment and we are to blame for the amount being incorrectly deducted from your account, our liability will be limited to refunding the amount of the payment and restoring your account balance to the level it would have been if the defective payment had not been made from your account.
- 14.2 Except where clause 14.6 below applies, if a payment you have asked us to make from your account is late, or a payment being made to your account is late and we are to blame, we will restore your account balance to the level it would have been in if the payment had been made or received on time.
- 14.3 Nothing in these terms and conditions limits or denies our liability:
- (a) for death or personal injury caused by our negligence;
  - (b) for fraud or wilful misconduct; or
  - (c) which cannot be restricted or denied under any law that applies.
- 14.4 We are not liable to you if we cannot meet our obligations because of unforeseeable circumstances beyond our reasonable control, or because of any legal or regulatory requirement.
- 14.5 If we receive a request from a bank to return a payment made to your account that they should not have made (for example, because they have accidentally sent a payment twice) we will take the payment from your account and send it back to the other bank.
- 14.6 We will not be liable for:

- (a) business interruption; or
  - (b) loss of income, reputation, goodwill, business opportunity or anticipated savings; or
  - (c) any loss or damage which does not stem directly from us breaking these terms and conditions.
- 14.7 We will use reasonable efforts to make your card, Online Banking and our Mobile App available to you, but we will not be liable to you for any loss or damage arising if they are unavailable at any time, or if access to them is interrupted.
- 14.8 Other than the losses we are not liable for (set out in clauses 14.4 to 14.7 above), and liability we cannot limit or deny (see clause 14.3), our maximum total liability to you under or in connection with these terms and conditions is limited to £1000 in any 12-month period.
- 15. Ending the agreement, or cancelling, suspending or blocking your account or card**
- 15.1 You have the right to close your account and end the agreement between you and us, without penalty, within 14 days of the date of the first payment to your account (the cooling-off period). You can do this by phoning customer service on 0330 024 0924 (+44 207 153 8940 from overseas).
- 15.2 You can close your account and end the agreement between you and us at any time after the cooling-off period, but you may have to pay a cancellation fee (as set out in the fee summary in section 23). You will not have to pay the cancellation fee if:
- (a) you have had the account for at least six months;
  - (b) we have suspended or cancelled your account or the use of your card, or blocked access to your account, as described in clause 15.3 or 15.4; or
  - (c) you are closing the account as a result of a change in these terms and conditions.
- 15.3 We may cancel or suspend your account or the use of your card if:
- (a) the card is lost, stolen, damaged, misused or faulty, or we are concerned about the security of your account or card for any other reason;
  - (b) we suspect unauthorised, illegal or fraudulent use of your account or card; or
  - (c) we need to do so in order to keep to a relevant law or regulation.
- 15.4 We can block your card or access to your account at any time and without liability to you if you break these terms and conditions. We will not be liable to you for any loss or damage that arises as a result.
- 15.5 If allowed by law, we may end the agreement for any reason by giving you at least 90 days' notice in writing. The agreement will end on the date specified in the notice.
- 15.6 If we or you cancel the agreement between us, then as soon as we are permitted to do so (and normally within 30 days after you contacted us where you cancel this agreement) we will return any account balance (after the deduction of all pending Payments and applicable fees) to you. Please note that in order to comply with relevant law or regulation, including anti-money laundering and terrorist financing requirements, we may need to:
- (a) verify your identity; and

- (b) return the account balance to a personal bank account in your name and you should tell us which account you prefer by contacting our customer service team; or
  - (c) return to the sender(s), the respective amounts paid into your account.
- 15.7 Once the agreement has ended, you will not be entitled to a refund of payments you have already made or authorised, or any fees that arose before the agreement ended.

## **16. Changes to these terms and conditions**

- 16.1 We may, at any time and where relevant law allows, change or remove any part of these terms and conditions, or introduce new conditions. This includes the right to add or change any fees. To the extent permitted by law, we may make changes to these terms and conditions without notice where required by applicable law or where the changes are to your benefit. For other changes, we will give you at least two months' written notice, during which time you can end the agreement without penalty. If you do not object to a change before it comes into effect, you will be considered to have agreed to it.
- 16.2 We may choose to tell you about any change by email, through Online Banking, through our Mobile App, or in any other way allowed by law.

## **17. Data protection**

- 17.1 When you provide information that is specific to you and could identify you (your personal information), we will process it in line with this section 17 and our privacy policy, which is available at <https://www.zemplerbank.com/policies/privacy-policy>. Please read the privacy policy carefully as it provides information about how we use, share, store and process your personal information.
- 17.2 We can share the personal information we have from you with fraud-prevention agencies (FPAs), who will use it to prevent money laundering and confirm your identity. If fraud is identified, you could be refused certain services, finance or employment. There is more information on how we and FPAs will use your information, and your rights under data-protection law, in our privacy policy.
- 17.3 You must provide us with accurate information. We will check the information with FPAs, including Cifas, an independent, not-for-profit organisation working to reduce fraud and related financial crime in the UK. If we suspect that we have been given false or inaccurate information, we may report our suspicion to FPAs, and give them any other relevant information. Law-enforcement agencies involved in fraud and crime prevention may also use this information.
- 17.4 You must not give us personal information about someone else (such as additional cardholders) without first getting their permission for it to be used in line with these terms and conditions and our privacy policy. When you provide information about someone else, we will assume they have agreed to you providing it, although we may still ask for confirmation.
- 17.5 As explained in our privacy policy, information that credit-reference agencies (CRAs) hold about you may be linked to records relating to one or more of your financial associates (anyone you share, or may share, a financial obligation with) and we may take their records into account when assessing your creditworthiness. Your records may remain linked with financial associates until a 'disassociation' removes the financial association from your credit report.
- 17.6 If you break any term of the agreement, we may pass this information to CRAs and to other companies in our group, who will use it to make decisions about other agreements you may have with them. CRAs may also provide the information to other organisations.

17.7 If you give any other person or organisation your log-in information for Online Banking, you may be liable for their use of Online Banking.

## **18. Complaints**

18.1 If you want to make a complaint, you can contact us:

- (a) by email at [complaints@zemplerbank.com](mailto:complaints@zemplerbank.com);
- (b) by calling our customer service team on 0330 024 0924 (+44 207 153 8940 from overseas); or
- (c) by post;

and we will investigate the circumstances for you. We will aim to deal with any complaint fairly and in a timely manner in line with regulatory requirements. We can also provide you with further details of our Complaints procedure which you can also view on the Zempler Bank website.

18.2 If we cannot settle a complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. Their contact details are as follows.

Phone: 0300 123 9123 or 0800 023 4567 (+44 20 7964 0500 from outside the UK)

Website: <https://www.financial-ombudsman.org.uk/>

Address: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If English is not your first language, the Financial Ombudsman's services are also available in a number of different languages. If necessary, you will be put in touch with a translator when you contact the Financial Ombudsman Service.

## **19. Financial Services Compensation Scheme**

19.1 We are covered by the Financial Services Compensation Scheme (FSCS). Under the scheme, if we cannot meet our financial obligations to customers, you may be entitled to compensation.

19.2 The FSCS only protects certain types of customers, and there are maximum limits on the amount of compensation that can be claimed. There is more information on this in our FSCS Information Sheet and Exclusions List, which is available on our website at <https://www.zemplerbank.com/about/fscs/> (you can also get a copy from customer service) or at <https://www.fscs.org.uk/>.

## **20. Intellectual property rights**

20.1 All intellectual property rights (legal rights and interests) in the account, the card, Online Banking and our Mobile App, anywhere in the world, belong to us. Your rights are restricted to the right to use them in line with these terms and conditions.

20.2 All aspects of the account, card, Online Banking and our Mobile App form part of our trade secrets or copyrighted material. You must not reveal such trade secrets or copyrighted material to any third party, and in any way, without our permission in writing.

## **21. Miscellaneous**

- 21.1 We may assign (legally transfer) our rights and obligations under the agreement to another company, at any time, as long as we give you two months' notice in writing. If we do this, your rights under these terms and conditions will not be affected.
- 21.2 We may subcontract any of our obligations under these terms and conditions. You cannot sell, assign or subcontract any of your rights or obligations under these terms and conditions.
- 21.3 If any part of these terms and conditions does not meet any relevant law or cannot be enforced, this will not affect the other parts of these terms and conditions, which will stay in force.
- 21.4 These terms and conditions make up the entire agreement relating to your account and card and replace any previous agreement between you and us relating to the card and your account. No one other than you and us can enforce any of these terms and conditions.

## **22. Governing law**

These terms and conditions, and all matters arising out of the use of your account and card, are governed by and interpreted in line with English law.



### 23. Fee summary

Account type:	FSB Business Current Account
Payments in sterling, made within the UK	Free and unlimited
Annual account fee <sup>3</sup> (charged on the same day each year as the first payment was made into your account)	Free (for the first two years then £79.00)
Fee for us issuing your card	As specified when you applied for the account
Fee for replacing a card or issuing a card to an additional cardholder	Free (for the first 3 each Calendar year then £5.95)
Fee for paying in amounts at a Post Office <sup>1</sup>	0.55% of the total amount paid in, or £4, minimum
Online Banking	Free
Paying direct debits	Free
Withdrawals from a cash machine <sup>1</sup>	£0
Withdrawals at a bank or Post Offices, or purchasing gambling chips and other cash substitutes <sup>1</sup> as determined by us	£3 Other parties involved may charge their own fees
Cancellation fee for ending the agreement after the cooling-off period	£10
Foreign transaction fee <sup>2</sup> (when you use your card outside the UK)	0%
Fee for us not being able to pay a direct debit from your account because you do not have enough money available <sup>5</sup>	£15 (up to a maximum charge of £90 a month) Free for direct debits of £10 or less
Electronic transfer fee <sup>4</sup> (for electronic payments made from your account)	Free
Fee for payments made to your account from outside the UK	Up to £22
Fee for CHAPS payments made to your account	Up to £22
Cashback <sup>6</sup>	1%
Arranged overdrafts	See your overdraft terms and conditions and your statement for details

Unarranged overdrafts	Not available
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1. Some financial institutions or associations, or deposit outlets may charge additional fees. Please check at the time you withdraw or deposit money to your account.
2. Transactions in any currency other than pounds sterling will be converted to pounds at the exchange rate applicable at the time (see Clause 9.3).
3. Account fee applies from when you first deposit money to your account and will be chargeable on the same day each year as you activated your account.
4. There is no electronic transfer fee for the FSB Business Premier account.
5. Direct Debit Reject Fees will only be charged if the Direct Debit amount is more than £10.
6. Receive up to £1,000 cashback per calendar month on eligible card spend. The relevant cashback rate is in the Fee summary table. See [cashback rules](https://www.zemplerbank.com/terms-and-conditions/cashback-rules) at <https://www.zemplerbank.com/terms-and-conditions/cashback-rules> for full details, including ineligible purchases.