



# Personal Savings Terms and Conditions

This document sets out the terms and conditions applicable to our personal savings accounts. You should read these in conjunction with your Product Summary documentation as these constitute our agreement with you. It is important you read and understand this agreement. You can request more copies of this agreement via our website or by emailing us.

In the event of any inconsistency between these conditions and the Product Summary sheet, the Product Summary sheet shall prevail.

Allica Bank Limited is referred to in this document as “Allica”, “we”, “us” and “our”. Allica is authorised by the Prudential Regulation Authority and regulated by both the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 821851).

You can check our details on the FCA’s website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768. Our head office is at: Allica Bank Limited, First Floor, Eldon House, 2-3 Eldon Street, London EC2M 7LS.

In these terms and conditions we will refer to you as “you”, “your” or “the Account Holder”.

In these terms and conditions “online” means via our website or via our app.

## 1 Getting in touch with us

- You can visit our website: <https://www.allica.bank>
- You can contact us via the app
- You can email us at [customer.services@allica.bank](mailto:customer.services@allica.bank)
- You can call us if you need to speak to someone in person, call 0330 094 3333 or +44 330 094 3333 if phoning from abroad. Our working days are Monday to Friday, excluding Bank Holidays in England.

## 2 Opening your Account

- 2.1. To open an account you must be over 18 years of age and reside permanently in the UK.
- 2.2. We will verify your identity and address. We may undertake additional screening checks either electronically using an appropriate external agency and/or by asking you for documentary evidence. We reserve the right to carry out further due diligence checks at any time whilst you have an account with us.
- 2.3. We reserve the right to refuse to open an account if we deem that you have not provided satisfactory account opening details.
- 2.4. You will need to give us details of a nominated UK bank or building society account in your name to link to your account with us. This must be used for paying in and receiving funds from your Allica account and you may have a different nominated account for each account you hold with us. You may make a request to change your

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nominated account, however we may require additional supporting evidence before we can process your request.

- 2.5. You confirm that any money you deposit is not the proceeds of any criminal offence, whether committed by you or by another person, or connected to any other type of illegal activity. We reserve the right to refuse to accept payments into the account.
- 2.6. Within the normal course of business, we may review and withdraw a product from our range without notice and refuse to accept any further applications. Once you have submitted your application, we may no longer be able to offer you the product that you have applied for and we reserve the right to refuse your application. Where we cannot offer you a product on the terms that you applied for, we may offer to open a product on different terms.

### 3 Account users and keeping information up to date

- 3.1. You must make sure that the information that we hold about you is up to date. You must notify us promptly of any changes, such as if you move house, get married or change your email address or phone number. We may require documentary evidence of these changes (such as a certified copy of your marriage certificate). We cannot be responsible for failing to contact you if you have not informed us of any changes.
- 3.2. If the Account Holder dies, we will need to see the original or a certified copy of the death certificate before funds can be released to the executors/administrators of the estate.

### 4 Paying money into your Account

- 4.1. All payments must be in Pounds Sterling.
- 4.2. All deposits must be made from your nominated account or from another of your Allica accounts. If you make a payment from any other account we may return it to the originating bank account and we will not be responsible for any losses which you incur as a result.
- 4.3. If a third-party transfers funds to your account in error, you authorise us to withdraw those funds from your account and return them to the account they came from.
- 4.4. Money can be paid into our savings accounts via:
  - Faster Payments;
  - transferring money from another account with us.Please note we don't accept CHAPS payments.

#### Electronic transfer in-bound

- 4.5. If you transfer money into your account from your nominated account it will be credited to your account and interest will be earned from and including the day we receive the money if it is received during business hours and from the following business day if the money is received outside of business hours. Our business hours are as set out on our website.
- 4.6. Payments in the UK are processed using your sort code and account number, and not your name. It is therefore essential that you give correct details. If they are wrong, it may result in the payment being delayed, paid to the wrong account, or returned to the payer.

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- 4.7. We may be asked by another bank to return a payment that has been paid into your account in error. If we find after investigation this is the case, we will return it. We will always try to contact you first but if this is not possible we will let you know as soon as possible afterwards.

### **Cash, Banker's drafts or cheque payments**

- 4.8. Our savings accounts are only operated online and therefore cash, banker's drafts or cheques cannot be paid into your account.

### **Transferring money from another account with us**

- 4.9. You can ask us to transfer money between your Allica accounts by instructing us online. The money will be available in the account you have transferred money to on the same day if the request is received during business hours and from the following business day if the request is received outside of business hours. Our business hours are as set out on our website.

## **5 Taking money out of your account**

- 5.1. You can take money out of your account by:
- electronic transfer to your nominated account;
  - transferring to another account with us.
- 5.2. You can't withdraw more money from your account than you have in it. Our savings accounts do not permit withdrawal by cash or cheque.
- 5.3. When you make a withdrawal, we will let you know:
- the maximum time it takes us to make the withdrawal; and
  - any charges you may need to pay.
- 5.4. We may prevent a permitted third-party provider from accessing your account if we believe this is fraudulent or unauthorised. We would inform you as soon as possible unless we are not permitted to do so by law.

### **Electronic transfer outbound**

- 5.5. If you want to cancel a payment instruction you must let us know at least two working days before the payment is due to be made.
- 5.6. Where possible, we will send your payments by Faster Payment Service (FPS), which means it will leave your account the same day or any future date for which you authorised the transfer. The payment should be received within a few hours, but no later than the end of the next working day. This will depend upon where we are sending the payment.
- 5.7. If you request a CHAPS payment, we will send your payment and take the money from your account on that day or on any future date you request. CHAPS should be received by close of business on the same working day they are sent. Instructions received after 4pm or on a non-working day, will be processed the next working day.

### **Transfer to another account with us**

- 5.8. You can ask us to transfer money by instructing us online or by phone. The money will be available in the account you have transferred money to on the same day if the request is received during business hours and from the

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following business day if the request is received outside of business hours. Our business hours are as set out on our website.

### **If we refuse to carry out a payment instruction**

- 5.9. Under certain circumstances, we may refuse to carry out your payment instruction but, where permitted, we will inform you as soon as possible.
- 5.10. We will refuse to act on an instruction where we believe:
- the instruction is not from you;
  - the sort code or other information is invalid for the payment method;
  - it causes us to break the law for example if we have reason to believe that the funds are the proceeds of crime;
  - your account is being used for an illegal purpose;
  - if the request contravenes any product specific terms.

## **6 Checking your account and staying in touch**

- 6.1. You can check your account including seeing all deposits and withdrawals using our online service. You can also print or download a record of your transactions.
- 6.2. We won't send paper statements, unless you request us to do so, and there may be a charge for this service. If you request information about a transaction we've made on your behalf, we'll provide this to you as soon as reasonably possible after your request.
- 6.3. The information available to you will include:
- the dates and amounts of any transactions
  - any charges on such transactions
  - any interest applied to your account
- 6.4. We will correspond with you using the email and home address provided to us.
- 6.5. We may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.

## **7 Our online service**

- 7.1. We recommend that you use our online service to review your balance and transactions on a regular basis and inform us immediately if you don't recognise anything.
- 7.2. You must hold a valid and current email address to open and operate your account. You must tell us immediately if your email address changes, through our secure messaging online service.
- 7.3. When you apply for your account you'll be asked to set your own initial password and may also be asked to provide answers to certain questions to be used as your memorable data. You should always keep this information secret. You should not select answers that someone else could easily guess and you should not write them down. We'll also issue you with a username which will be used in conjunction with your password and memorable security details.

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- 7.4. Our online service is secure but disconnection from the internet does not mean that you've logged off from the site. You should always log off when you have finished. For added security, our online service includes an automatic log off feature where we'll automatically log you off after a set period of inactivity.
  - 7.5. You are responsible for the security of the computer or device you use to access our online service. You are also responsible for making sure it is protected from fraudulent attempts to gain access to your account information. We strongly recommend you install virus checking software and ensure this is kept up-to-date.
  - 7.6. We recommend that you do not use a public computer to access your account. You should always lock any computer you use if you leave it unattended to prevent unauthorised access to your account. By accepting these Terms and Conditions, you agree that use of our online service is at your own risk.
  - 7.7. For technical or other maintenance reasons, there may be times when you are unable to access our online service. Whilst we will try and keep these to an absolute minimum and at off peak times we cannot guarantee that our online service will be available at all times.

## 8 Interest rates and tax

- 8.1. When you pay money into an account, you'll earn interest from the day we receive the money into your account if the money is received during business hours and from the following day if the money is received outside of business hours. Our business hours are as set out on our website.
- 8.2. We calculate interest on a daily basis on the account balance. This is based on a 365-day year or 366 days in any leap year.
- 8.3. Interest frequency will be set out within the product summary sheet on application. If you receive interest annually, we will pay any interest due on the anniversary of the date you opened your account. If you receive interest monthly, we will pay any interest due on the same day of the month that you opened your account. If that was a day which is not in every month, e.g. 29th, 30th or 31st, then we'll pay your interest on the last day of the month.
- 8.4. Interest will be paid gross, without deduction of tax on all savings accounts. Annual statements of interest are available via the online service. This information is sometimes needed by HMRC to calculate your tax liability. You are responsible for any tax due to HMRC. If HMRC instruct us to do so we will withdraw funds from your account relating to recovery of their debt.
- 8.5. Any funds you withdraw will not receive interest on the date of withdrawal.
- 8.6. Minimum and maximum balances are set out in the product summary sheet on application. We reserve the right to close your account if it falls below the minimum balance required, or if it exceeds the maximum balance we may ask you to reduce the balance.

### Changes to interest rates

- 8.7. We will inform you of any changes to variable interest rates by email. We'll give the following notice of any change:
  - we'll notify you of any increases within 30 days of the increase
  - we'll notify you of any reductions at least 14 days before the change.
- 8.8. If we reduce the interest rate on your Notice Account we'll let you know at least 14 calendar days before the rate change. You'll have at least 30 days from the date that we let you know to close your account or switch to a different account without notice, loss of interest or additional charges.

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8.9. You can view all applicable interest rates for your account(s) by logging into our online service.

## 9 Changing terms and conditions, or changes to your account

9.1. You cannot change these Terms and Conditions at any time.

9.2. We can make changes to the Terms and Conditions of your account for any one or more of these reasons:

- to adhere to regulatory requirements or any change in the law or decision by an Ombudsman, code of practice or regulatory body;
- to enhance technology or the systems we use or to improve the way we look after your account;
- to correct errors in the conditions to make them more favourable to you;
- to add or remove services, functionality or facilities to the account.

9.3. Where we make changes favourable to you, we will notify you of these changes via email before the change takes effect where possible.

9.4. If we need to make any changes which are not favourable to you, where reasonably possible, we will give you at least 30 days' notice in writing before they take effect. What is reasonable will depend on the circumstances such as how quickly we feel we need to make the change and the impact on you. After this, we will assume you have accepted the changes.

9.5. If the change is to your disadvantage, you will be free to close or transfer your account straightaway and without charge during a 30-day period from the date of the notice.

9.6. We reserve the right to move your account to another savings account with us if we agree there are significant commercial reasons for doing so – for example, if we decide to stop offering your particular type of account. We would always give you 30 days' notice of this and during this period you have the right to request closure of the account without penalty.

## 10 Protecting your savings account

10.1. By agreeing to these Terms and Conditions you give us your permission to provide the police, or other financial crime agencies, with any information they need during any investigation.

10.2. We may suspend or refuse to carry out transactions on your account if we identify adverse information, we're ordered to do so by an appropriate legal or regulatory body or authority, or if we have reasonable grounds to believe that:

- you're not acting in accordance with our Terms and Conditions;
- your account is being used for illegal purposes (whether by you or a third party);
- your security information has been, or we reasonably believe it has been, compromised either by loss or theft;
- the relationship between us has broken down for whatever reason and cannot be repaired;
- we have reason to believe there is a dispute as to your ownership or entitlement to the money in your account;
- a bankruptcy order is made against you or is in process of being made against you;
- circumstances beyond our control prevent us from offering a normal service (such as an act or threat of terrorism, computer failure).

10.3. If we take action to suspend your account or a transaction, we'll inform you as soon as possible unless we are unable to do so by law. As soon as the issue is resolved we will re-instate your account.

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10.4. We will never

- ask you for your full username or password by phone, email, via our online service or in person. You should consider any request via any means for this information fraudulent.
- ask you to email or text banking information.
- send you an email with a link asking you to enter your bank account details.

10.5. If you are physically or mentally incapacitated we may take legal instructions to allow someone else to operate the account.

10.6. If you are an existing Allica savings customer we can allow someone else to access your account under a valid power of attorney or court-appointed deputy under a court order or under an equivalent registered authority.

**If your Account is not used or we are unable to contact you**

10.7. If you do not make any transactions or contact us within a three-year period (or three years after maturity of a fixed rate account) and you try to access the account after this period we will ask you to confirm your identity.

10.8. Subject to any product specific terms, you retain the right to reclaim your money at all times – please contact us for more information.

## 11 Closing your Account

11.1. When any savings account is closed we will pay the balance and any interest outstanding up to the date before closure.

11.2. We may close your account immediately in exceptional circumstances. Examples of these are where:

- you demonstrated threatening or abusive behaviour towards our employees;
- the law requires us to do so;
- you have misused your account or other accounts in your name;
- you've breached these Terms and Conditions;
- you've falsified information when applying for the account;
- you've used the account for illegal purposes.

11.3. We can also close your existing account and open a new one if the security of your account has been compromised.

11.4. We will not close your account in response to a complaint you make unless you ask us to.

11.5. After any account closure the data protection provisions continue to apply in respect of any of your personal information we hold.

## 12 Unauthorised transactions

12.1. In the unlikely event that a transaction has taken place on your account which you did not authorise, we will refund the transaction amount and restore your account to the position it would have been in if the unauthorised payment had not taken place.

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## Loss on your Account

- 12.2. You will not be liable for any losses in respect of any unauthorised transactions arising after you have given us notice or if we have failed to provide you with an appropriate way of giving us that notice.
- 12.3. You will be liable for all losses in respect of any unauthorised transactions on your account if you have acted fraudulently or have deliberately, or with gross negligence, failed to keep to these Terms and Conditions. This includes the event that you disclose your security information to a third-party.
- 12.4. We will not be liable to you if we do not act on your instructions due to:
- anything out of our control such as a terrorist attack or IT failure not caused by us;
  - complying with legal restrictions and requirements including compliance with money laundering regulations.
- 12.5. We will never be liable in any circumstances for:
- indirect loss;
  - loss of business, goodwill, opportunity or profit;
  - any loss to you that we could not have reasonably anticipated.
- 12.6. Nothing in this agreement will exclude our liability if we have acted fraudulently or with extreme carelessness.

## 13 Can my money be used to repay other debts?

- 13.1. We reserve the right of set off and to use the money from any account you have with us to reduce or repay debts you owe us for example on a loan or mortgage. We are not required to give you prior notice of this but we will inform you if this has been done.

## 14 Data Protection

- 14.1. We will take steps to verify your application. This will involve the search of records held by credit reference, fraud and financial crime prevention agencies. Such agencies not only provide credit and electoral roll information, they can verify your identity and also record the details of searches including whether or not your application proceeds.
- 14.2. It is important you provide accurate information as we may share it with other organisations (including financial, credit, fraud and identity checking agencies) so we can provide services to you. If fraud is suspected we may also share information with the police, fraud prevention agencies, other law enforcement agencies and HMRC to investigate or prevent crime, and with the courts in connection with court proceedings.
- 14.3. We and other organisations may access and use the information recorded by fraud prevention agencies in the UK and overseas. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking application details for accounts.
- 14.4. We'll collect and hold all information about all applicants on our systems and database in accordance with all applicable laws and regulations relating to data protection and data privacy (including the Data Protection Act 1998). We'll use it to process your application and for ongoing account maintenance and administrative purposes. For full details please read our [Privacy Policy](#).
- 14.5. We may also disclose your personal information to tax authorities, regulators, Reclaim Fund Limited and the Financial Services Compensation Scheme (FSCS).



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- 14.6. We may use the information you provide us with to contact you by telephone, post, text message or email to update you on our products and services, and those of third parties, that we think may be of interest to you. We'll ask you whether you're happy for us to contact you about such products and services and how you'd like us to contact you when you open an account. However, if you change your mind, you may withdraw or give your consent at any time.
- 14.7. Should you have any queries relating to the use and storage of information or if you want to receive details of the relevant credit reference, fraud or financial crime prevention agencies we use, please write to our Data Protection Officer at Allica Bank Limited, First Floor Eldon House, 2-3 Eldon Street, London. EC2M 7LS. Please note you can, on request, receive a copy of all the personal information we hold about you if you wish. You may have to pay a fee for this service.

### **Disclosure for tax or other reasons**

- 14.8. If we believe you may have tax obligations in other countries, we may be required to disclose information about you directly to those tax authorities, or to HM Revenue & Customs, who may share information with the other tax authorities. This information could include any records Allica holds.
- 14.9. You must supply any supplementary information we request about this.
- 14.10. If you do not, you agree we can:
- withhold monies from your account and pass the withheld money to the relevant tax authorities; or
  - close your account.
- 14.11. We will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition, unless caused by our gross negligence.

## **15 Financial Services Compensation Scheme**

- 15.1. We are members of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.
- 15.2. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank, and not to each separate account.
- 15.3. The FSCS limit applies to your total savings with us and therefore includes all funds you may hold with us including whether you have opened an account directly with us or through another 3<sup>rd</sup> party such as a cash savings platform.
- 15.4. For further information about the scheme including the current limits, amounts covered and eligibility to claim, please refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).
- 15.5. Please note only compensation related queries should be directed to the FSCS.

## **16 Product Specific Terms**

- 16.1. In the event that any product specific terms differ from the general terms, the product specific terms will apply.

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## Term Deposits

- 16.2. Any funds deposited into a Term Deposit cannot be withdrawn until the maturity date.
- 16.3. Once we have accepted your application for your account, you have 14 days to pay in funds. If we do not receive any funds within 14 days of your application, your application will lapse. Funds received after 14 days will be returned to your nominated account without interest.
- 16.5. Your account will be opened on the day funds are received and you will have 14 days from this day to meet the minimum balance. If the minimum balance is not met the account will be closed and we will return funds received to your nominated account without interest.
- 16.4. 30 days before the maturity date we will contact you to remind you of the maturity date and seek your instructions for the balance.
- 16.5. If you have not provided us with instructions for the balance, the balance will be paid into a Holding Account that will pay a variable rate of interest. The initial interest rate will be as stated in the Product Summary sheet.
- 16.6. If there is any inconsistency between the rate confirmed in your account confirmation on the opening of your fixed rate account and either these Terms and Conditions or the Product Summary sheet, the account confirmation shall prevail.

## Holding Account

- 16.7. A Holding Account will be opened for you if you have a Fixed Rate Deposit Account that has matured and you have not provided us with maturity instructions to withdraw or reinvest the funds in your Fixed Rate Deposit Account.
- 16.8. The funds will be automatically transferred to the Holding Account on the maturity date.
- 16.9. No other deposits are permitted into your Holding Account.
- 16.10. You may use the funds in your Holding Account to open a new account with us or you may transfer the funds to any other account you hold with us unless it says otherwise in the Product Summary sheet of that account.
- 16.11. You may also withdraw the funds from the Holding Account to your nominated account.
- 16.12. You may only make a withdrawal up to the amount of the available balance on your Holding Account.

## Notice Accounts

- 16.13. Once you have opened your account with us, you will have 14 days in which to pay in sufficient funds to meet the minimum balance of the account. If we receive no payment into the account or the account has not met the minimum balance within 14 days, then we will close your account and refund any deposit. If this happens, we will not pay interest on the refunded deposit.
- 16.14. If your account requires you to give notice before making a withdrawal or closing it, please request this online or by phone.
- 16.15. You must inform us of the amount of money you are giving notice to withdraw and where these funds should be paid to. For online savings accounts withdrawals must be paid into your nominated account.

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16.16. The total amount of money you can have on notice at any one time must not exceed the current balance of your account or any product specific terms.

### **Instant Access Accounts**

16.17. Once you have opened your account with us, you will have 14 days in which to pay in sufficient funds to meet the minimum balance of the account. If we receive no payment into the account or the account has not met the minimum balance within 14 days, then we will close your account and refund any deposit. If this happens, we will not pay interest.

16.18. Once your account is open and you have made your opening deposit you can make unlimited additional deposits or withdrawals into your account without notice or penalty. This is subject to maintaining the minimum and maximum balances

16.19. Withdrawal or closure requests must be requested online and all withdrawn funds must be paid into your nominated account.

16.20. The total amount of money you withdraw at any one time must not exceed the current balance of your account or any product specific terms.

### **Different types of interest rate**

16.21. Your Product Terms and Conditions will specify whether the interest rate on your account is a fixed, variable or a tracker rate.

- Fixed Rate Account – the interest rate which applies to this account won't change during the fixed rate period for the Term.
- Variable rate account – the interest rate which applies can vary.
- Tracker rate account – the interest rate tracks a reference rate. The interest rate will change automatically when the reference interest rate changes.

## **17 The Governing Law of These Terms and Conditions**

17.1. The governing law of these terms and conditions is that of England and Wales and any dispute which arises in relation to these terms and conditions will be dealt with by any court in the United Kingdom which is able to hear the case.

17.2. If any of these terms are deemed to be invalid or unenforceable, the other terms will remain fully effective.

17.3. Our failure or delay to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **18 Complaints Handling**

18.1. We recognise that things can go wrong, so if you are dissatisfied with something please let us know.

18.2. You can do this in the following ways:

Message us via our online service

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Email: [customer.services@allica.bank](mailto:customer.services@allica.bank)

Call us on 0330 094 3333 or +44 330 094 3333 if phoning from abroad;

Write to us at: Head of Operations, Allica Bank Limited, First Floor, Eldon House, 2-3 Eldon Street, London EC2M 7LS

- 18.3. If we cannot resolve your complaint to your satisfaction you have the right to refer it to the Financial Ombudsman Service (FOS), which provides independent assessment of complaints.

Address: Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Phone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

- 18.4. A copy of our internal complaints procedures leaflet is available on request.

## 19 Who we are regulated by

- 19.1. Allica Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- 19.2. We are entered in the Financial Services Register under reference number 821851.

February 2022