

Your choice of accounts

If you are saving for the long or short term and want to help your local community, we can help.

At Great Western Credit Union we do not offer current accounts (accounts that you use for day to day banking and paying for goods and services) but we hope you will find the right savings account for your needs; whether you are saving for a rainy day, Christmas, your first home or planning the perfect wedding, or simply saving for that “once in a lifetime” experience.

General savings accounts

Our range of general savings accounts include Instant Access accounts which are ideal for saving for day-to-day expenses and unexpected bills.

Tax Free accounts

Cash Individual Savings Account (ISA) – These accounts ensure that you will not have to pay tax on your hard-earned interest, but your savings are there when you need them. They benefit from a variable rate of interest and the flexibility to top up your savings whenever you want, subject to the maximum ISA allowance set by law in each year. Our ISA accounts are governed by separate terms and conditions and not covered under the terms and conditions that follow.

Fixed Rate Savings

If you are happy to lock your money away for a fixed period we do, from time to time, offer savings accounts with a fixed rate of interest until your account matures. These are not always on offer and sometimes need to be withdrawn quickly if they prove to be too popular. The best way to ensure that you will find out about our best rates is to give us your email address or follow us on our Social Media channels.

Business accounts

While we do not offer current accounts, we do provide savings accounts for businesses that are legally distinct from their owners such as partnerships, limited companies, co-operatives, and registered charities. These accounts are intended for businesses with surplus cash that do not require regular withdrawals or payments to third parties. Our business accounts are governed by separate terms and conditions and not covered under the terms and conditions that follow.

Our product range will change from time to time. For the latest information, please visit our website, www.greatwesterncu.org

Great Western Credit Union

Terms and Conditions

1. About these Terms and Conditions

These terms and conditions govern the relationship between Great Western Credit Union Limited ("the Credit Union," "we," "us" and "our") and you, a savings account holder or someone legally acting on your behalf.

Great Western Credit Union Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 213583. You can check these details by visiting the Financial Conduct Authority's website www.fca.org.uk or contacting them on 0800 111 6768.

The Credit Union is exempt from Payment Services Regulations 2017.

These terms and conditions are available on our website. You can also request a paper copy at any time.

Each of our specific savings accounts has its own set of terms and conditions called a **Key Product Information Sheet** that apply in addition to these general terms and conditions. You need to read both documents. If the Key Product Information Sheet contradicts these terms and conditions, what the Key Product Information Sheet says applies. The Key Product Information Sheet may sometimes be called Terms and Conditions for the individual product, but these are the same document.

These conditions are governed by the laws of England and Wales.

2. How to contact us

You can message us through our secure member portal at www.greatwesterncu.org, email us at info@gwcu.org.uk, contact us by phone on 0117 924 7309 or send a letter to our registered office: Great Western Credit Union, 2 York Court, Upper York Street, Bristol BS2 8QF.

Our working hours are 9am until 4pm, Monday to Friday except on bank holidays. Should you need to contact us by telephone, we are available from 10am until 2pm Monday to Friday except on bank holidays.

Our member portal operates 24 hours a day, every day. We may need to take the portal offline from time to time for updates or maintenance. Where we do so we will give you reasonable advance notice unless it is an emergency.

You can also ask our AI assisted webchat service (chatbot) questions relating to any of our products and services. The chatbot can be found on our website and on our secure member portal. Please note the chatbot is an automated system and you cannot send us messages or otherwise communicate with us through it. Please use the member portal, email, or telephone for this.

3. How we will contact you

We will contact you by email, phone, or in writing to your correspondence address. Please let us know if any of your contact details change. All communications will be in English.

We may request that you reply to our messages through the member portal for security reasons rather than by email.

If we send something to you by post and it is returned to us, we will stop sending post to this address. We will try to contact you by other means so you can give us a new address.

4. The Financial Services Compensation Scheme (FSCS)

We participate in the FSCS, the UK's statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if we are unable to meet our financial obligations. For full details, please see the FSCS Information and Exclusions sheet which is provided to you before you open an account (and then annually), or is available at any time on our website:

www.greatwesterncu.org

5. You agree to us using your information

By accepting these terms, you agree to us using your information to manage your account. If you are no longer happy for us to use this information we will have to close your account. We may keep your personal data and use it where we have lawful grounds to do so. This might happen with any records we need to keep for regulatory reasons. For full details about how we use your personal data, please see the privacy notice on our website: <https://greatwesterncu.org/privacy-policy/>.

6. How to make a complaint

If you have a complaint, please contact us and we will do our best to fix the problem as quickly as possible. For complex complaints, we will aim to fully address your complaint within 8 weeks. If we do not manage to resolve the complaint within 8 weeks or you are not happy with our response, you may be able to refer the matter to the Financial Ombudsman Service which offers an independent review service.

They can be contacted at: The Financial Ombudsman Service, Exchange Service, Harbour Exchange Service, London E14 9SR, by phone at 0800 023 4567/0300 123 9123, by email at complaint.info@financial-ombudsman.org.uk

For more information visit their website: www.financial-ombudsman.org.uk.

7. Membership and how Credit Union savings accounts work

Credit Unions are different to typical high street banks because we are owned and run for the benefit of you, the Members. We are not owned or controlled by outside investors. As an account holder, you become a Member of the Credit Union with a savings balance of at least £1. Membership requires adherence to the rules of the Credit Union.

More information relating to our Corporate Governance and our Rules of Membership can be found at www.greatwesterncu.org/corporate-governance

8. Opening an account

To open one of our accounts you must:

- a) be an existing member or be eligible to be a member. Please see our website for our eligibility criteria.
- b) Provide a valid email address, mobile phone number used exclusively by you, and a National Insurance Number. Typically, no additional proof of address or identity is required as the online application process will handle this. However, further proof may be requested if identification cannot be confirmed through standard checks.
- c) Have a bank account you can use as a nominated account, see Section 11 below.

We do not offer joint accounts.

You can only open and hold one of each account type. From time to time, we restrict who can open an account with us.

Details of any additional restrictions are detailed on our website and in the account terms and conditions in the Key Product Information Sheet.

You can apply for all our Savings accounts through our member portal. All you need to do is click on your chosen account and click 'apply.'

We reserve the right to not to open an account for you. If we decide not to open an account, we will let you know why, unless prevented by the law. We can decline to open an account for you for any reason. These could include:

- a) you do not meet our eligibility criteria.
- b) we have not been able to complete our identity and other account opening checks.
- c) we are prevented from doing so by the law.
- d) if it has been necessary for us to close an account for you previously because of previous breaches of our terms and conditions or your poor behaviour, or
- e) you have defaulted on any loan agreements.

If you realise you have made a mistake in your application, you need to tell us as soon as you can using the details in the Section 2.

9. Identification for individuals

We will identify you through an electronic identity verification service. If we cannot identify you this way, we will need you to provide us with either a valid UK passport or UK driving licence or other valid identification documents we specify.

When phoning us, we will need to be able to identify you before we can provide you with your balance or discuss your account in any detail.

When using the Member Portal, you will need to confirm your identity by use of a second device. This is often referred to as Strong Customer Authentication or Two Factor Authentication and will typically require you to input a code that will be sent to you via a Short Message Service (SMS) message (text message).

We will never write, call or email to ask you to provide your password or other security information

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Do not provide your password or other security information to anyone claiming to be from the Credit Union. We will only call you on the last telephone number that you provided to us and will therefore not need to identify you. If, however, there is any uncertainty regarding your contact details, we may ask you to call us, and we will then identify you in the normal way.

10. Your details

The address that you give us on your application will be the address we will use for all correspondence for you. This will be the registered address until you tell us otherwise.

Please contact us if you change your address, telephone number, email address or any other personal details.

You can tell us:

- through our member portal; or
- by calling us

We may also need to contact you directly to confirm with you any changes that you make.

11. Nominated account

You will be required to give us details of a nominated account. We will use these account details when we need to return money to you under these terms and conditions.

Your nominated account must be:

- a) A current account at a UK bank, building society or other FCA regulated payment services provider
- b) In your name either solely or jointly (you must be an account holder).

We will never ask you to change your nominated bank account, and you should never change your nominated bank account at someone else's request. You should make sure that you can always log in to, access, control and/or make payments from your nominated bank account.

You can change your nominated account on the member portal. If you are not registered to use the member portal you can call us and we will then need to be able to identify you before we can change the payee bank details. If we cannot identify you, we will not be able to make such changes.

If you can no longer log in to, access, control and/or make payments from your nominated bank account, you must change it to another suitable account.

12. Minimum and maximum account balances

Your account may be subject to a minimum balance. We can choose to close the account if the amount is below the minimum amount. We will give you 30 days' notice before we do this. Money will be returned to your nominated account. The exception to this will be if your balance is inactive and your balance has been below £5 for 12 months. See Section 22.

Your account will also be subject to a maximum balance. The maximum balance that you can hold in all your accounts with us is currently set at a total £120,000. If your deposit(s) exceeds this amount, then we will return any excess balance to your nominated account. If you do not have a nominated

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account, we will contact you for instructions. Any balances held that exceed £120,000 will not earn interest and will not be protected by the Financial Services Compensation Scheme.

The minimum and maximum account balances are stated within the Key Product Information sheet of each account.

13. Paying money into your account

You can pay money into your account by electronic bank transfers (e.g., BACS, CHAPS, Faster Payments). Any deposit you make must be in UK pounds sterling (£).

If you work for an employer that is part of our Money@Work scheme, you can arrange for regular payments to be deducted directly from your pay.

We accept ISA transfers. Our ISA accounts are governed by separate terms and conditions.

Great Western Credit Union is not a bank and does not have its own sort code, instead, we use Lloyds Banking Group.

This means that if you send funds by bank transfer to your account, you need to use:

- Account name: Great Western Credit Union.
- Sort code: 30-94-80
- Account number: 63313868

You must use your GWCU account number as a reference so that the money can be paid to the right account.

Example: Your account number with us is 123456 and you want to send funds by bank transfer to this account.

You would need to use these details:

Sort code: 30-94-80

Account number: 63313868

Reference number: GWCU123456

Money paid into your account by bank transfer will be credited to your account within one working day of receipt by us. Any money we receive after 2:00pm will be treated as received by us on the next working day.

We will not accept cash sent by post. We will not typically accept cheques in the post unless they are to be used to repay or reduce arrears on any loan you may have with us. If we do accept a cheque, it may take up to six working days from the date we accept the cheque for it to be cleared by our bank. If the cheque is subsequently returned unpaid and we have already credited the value of the cheque to your account, we will take the amount back out of your account.

If we cannot identify which account to credit with any money received, we will return the money to the sender. If we are unable to do this, we will keep these monies in a separate account until you contact us. When kept in this separate account it will not earn interest but when you contact us, we will backdate interest as appropriate.

If you try to pay money into an account and this is not allowed (for example it is a fixed rate account which does not allow additional deposits) we will return the money to where it came from or contact you for instructions.

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You can make regular payments into your savings account by standing order unless this is prohibited under the account terms in the Key Product Information Sheet.

Some of our savings accounts have a period within which you need to make an opening deposit. This will be explained in the Key Product Information Sheet.

14. Moving your money between accounts

You can move money between your accounts with us unless this is restricted under the account terms in the Key Product Information Sheet. We may make internal transfers between your accounts, for example, to repay a loan with GWCU.

15. Withdrawing your money

Our accounts are savings accounts not current or payment accounts so you cannot use them to pay for goods and services or to pay other people either by one off bank transfers or by direct debit. You cannot set up standing orders or continuous payment authorities (CPAs).

Some of our accounts will allow withdrawals subject to 'fair usage' restrictions. Whether or not withdrawals are allowed for a particular type of account will be explained on our website at www.greatwerncu.org.uk, will be included in the account terms and conditions in the Key Product Information Sheet that you have or will be advised to you by email or in writing. You can only withdraw up to the limits as shown in the Key Product Information of your account.

If withdrawals are permitted for your account, you can request a withdrawal from your savings account on the member portal.

Bank transfers will be made once a day. When you request your withdrawals will affect when you receive it.

- Requests made before 2pm (on working day): processed the same working day.
- Requests made after 2pm (on any day): processed the next working day.

Please note:

- You may will not be able to amend or change any payment instructions after the 2pm cut off
- Payments over £5,000 may take longer to process.
- Our telephone lines are open from 10am to 2pm, Monday to Friday (except Bank Holidays).
- Our member portal is open 24 hours a day, every day.

To protect you, we will need be able to identify you or confirm your instructions are genuine to make withdrawals or payments. We may refuse or delay a withdrawal if we believe we do not have the correct authority for the withdrawal.

We can limit the amount that can be withdrawn from an account, refuse a request for a withdrawal, or suspend your ability to make withdrawals. We may do this if:

- a) We think there might be fraudulent or criminal activity, or the security of your account has been, or may be, compromised,
- b) You have given us false information

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- c) We have not verified your identity
- d) You have seriously or repeatedly breached these terms and conditions, or the Key Product Information Sheet terms
- e) Your behaviour is inappropriate or in breach of the Member Conduct Rules
- f) We are required to by law, regulation, or court order
- g) There is a dispute about the ownership or entitlement to the money in the account
- h) Events which lead us to believe our financial stability is under threat, or
- i) A bankruptcy order is made against you or is likely to be made
- j) You have a loan that is in arrears, and we exercise our right of set off as detailed in Section 27

We will tell you why we have acted if we can within the law and (where it is capable of remedy) will lift any restrictions or suspensions if you have remedied the issue.

16. No overdraft

We do not offer overdrafts. We will not knowingly let you make a withdrawal if it would make the account go overdrawn.

If your account was to become overdrawn in exceptional circumstances, this is an unarranged overdraft. We will determine, at our discretion, whether we will permit such unarranged overdrafts. If we have allowed you to go overdrawn, this does not mean we will do so in the future.

Unarranged overdrawn balances are repayable by you on demand. You must immediately repay any amounts owing to us.

We will not charge you any interest if the account is overdrawn but please note that unarranged borrowing can negatively impact your credit score and may result in us taking steps to recover the amounts owed.

17. Dividend

For some of our savings accounts, including the Easy Saver account, we do not pay interest and pay a dividend instead. A dividend is a way of returning profits to shareholders. The Key Product Information Sheet will explain if this applies. The level of dividend is dependent on the performance of the Credit Union. A dividend is not guaranteed so no dividend may be payable. Any dividend is approved each year at our Annual General Meeting. All members are welcome to attend this meeting.

18. Interest

For accounts where we pay you interest rather than a dividend, you can find out details of the interest rate on your account:

- on our website,
- on the Key Product Information Sheet, or
- by calling us.

Our interest rates will either be fixed for a period of time or variable, which mean we can change the interest rate.

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You start earning interest when money is credited to your account.

We calculate interest daily on your account balance at the end of the day. We calculate interest on withdrawals up to and including the day before you make the withdrawal. We stop calculating interest the day before you close your account, or your account matures (i.e. the fixed term ends, where there is one).

Interest is paid gross, which means before any tax is paid. You are responsible for paying any tax. Any interest earned on your savings will be added to your account. How frequently this is done will be shown in your Key Product Information Sheet.

Changing the rate of interest on a fixed rate account

If your interest rate is fixed for a period, we will not change the rate of interest during this fixed term.

Changing the rate of interest on a variable rate account

We may change interest rates or how we charge interest on our variable rate savings accounts for any reason. Usually, it will be because of changes in the Bank of England base rate or changes in general market interest rates. We may also make changes to meet regulatory requirements, or because of adjustments to codes of practice or for business purposes.

If our interest rates go up, we will tell you about it by putting the new rates on our website. If our rates go down, and your balance is over £100, we will send a personal notification to tell you at least 14 days before we make the change.

19. Account charges

We are not fans of hidden charges and do not apply fees for the running of your account. However, there may be times where we will need to charge you.

If there are any fees and charges applicable to your account, these will be shown in the Key Product Information Sheet or another document that will be made available to you before you incur any fees or charges.

We can change our existing fees or charges or introduce new ones. Please see Section 26 below for details.

There may also other taxes or costs that relate to your savings that we do not collect from your directly and you are responsible for, for example if you need to pay income tax on your savings interest.

20. Security

To protect your money, it is important that you keep your account and security details safe.

You must keep your account safe by:

- Using complex passwords that are not easy to guess and making sure to keep your passwords safe.
- Making sure the mobile device you use for Strong Customer Authentication cannot be used by anyone else. This would include using security features such as PINs and fingerprint login to secure your device.

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- Taking care of your account information and letting us know as soon as possible if any such information has been shared or obtained by others.
- Letting us know as soon as possible of any change in your name, address, telephone number, nominated account or email address.
- Never changing your nominated account because someone else asked you to.
- Never changing your nominated account to an account you do not control.
- Reporting any suspicious activity to us as soon as possible.
- Never sharing passwords or login details with others, even if that person says they are from Great Western Credit Union
- Checking your account regularly on the member portal and reporting to us any unexpected activity.
- Taking care when getting rid of information about your account. For example, shredding any information about your account before you dispose of it.
- Helping us (or authorities like the police) investigate suspicious activity.

21. If things go wrong

If you give us the wrong details

If we made an incorrect payment based on incorrect payment details provided by you, we will make all reasonable efforts to recover the payment, but we may not be able to recover it and we may charge you a fee for trying. If we cannot recover these funds, we will not provide a refund, but we will try and obtain the contact details for you for the person that did receive the money.

If we make a mistake on a payment

You should tell us as soon as possible if you have tried to make a withdrawal but this has not reached the account that you intended to pay into. If we used the details, you gave us and we can show you the payment reached the account, as requested, then we are not responsible. If we instructed the payment incorrectly, we usually refund the amount of the payment and put your account back in the position it would have been if the payment had not taken place.

If you receive money incorrectly

If money is paid into your account by mistake and the money is not yours, you are not entitled to this money. We will take the money back from your account. If you notice this has happened, you should tell us as soon as you can. If we notice the mistake, we will notify you about the action we take.

If you did not authorise a withdrawal

If you lose your account login details, or they are stolen or misused, and a payment is made from your account without your permission you must tell us as soon as you become aware.

If you authorised a payment, allowed a third party to make a payment, acted fraudulently or did not comply with Section 20 of these terms and conditions then you are responsible for any losses should we not be able to recover the payment on your behalf.

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If we have made an error in carrying out your instructions or made a payment after you have reported to us that your login details have been stolen or misused, then we will restore your account to the state it would have been in had the unauthorised payment not taken place.

If you send money to a fraudster

Authorised Push Payment (APP) fraud, also known as a bank transfer scam, occurs when you are deceived into transferring money to a fraudster's account.

A fraudster may ask you to change your nominated account to one controlled by the fraudster or may ask you to make a payment to an account you would not normally pay into. You must be vigilant and not allow this.

If you think that you have been the victim of fraud you must tell us as soon as possible. Please note however that Great Western Credit Union does not fall under the Payment Systems Regulator's scheme for Authorised Push Payment (APP) fraud reimbursement. This means we are not obliged to refund any money you have sent to a fraudster under this scheme.

If we ask you to, you must help us with our investigation and with any action we take against whoever took out the money.

22. Closing your account

When can you close your account?

We hope you would not want to, but you can close your account at any time unless the conditions of your account state otherwise. You can find out more information on your account conditions through the Key Product Information Sheet.

You can close your account in accordance with your specific account terms and conditions in the Key Product Information Sheet. In addition to these rights, unless you have a fixed rate savings account, you have a period of 14 days from when you receive confirmation your account is open to cancel your account. You can do this by writing, emailing, or calling us.

If you open one of our fixed rate savings accounts, the 14 day cancellation period will not apply. In this case, please check your specific account terms and conditions in the Key Product Information Sheet to see if you can close your account early, and what the penalties may be for doing so.

If we have been notified within 14 days, we will give you back your money (if it has cleared) with any interest it may have earned. We will not apply any additional charges but will deduct any amounts owed to us if (at your request) we have supplied you with any services before you cancel your account and told you how much these will be in advance. If you do not change your mind, you will still be bound by these terms and conditions and any conditions that apply to your account in the Key Product Information Sheet.

When can we close your account?

If your savings account is an Instant Access product without a fixed term or notice period, we can close your account at any time without giving any reason. If we do so we will give you at least 30 days' written notice so you can make alternative arrangements before closing the account.

If your savings account is an account with a fixed term, unless exceptional circumstances apply (see below), we will not close your account during the fixed term.

We can close your account immediately without notice if:

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- a) you have given us false information on purpose,
- b) we find or suspect fraud, a security breach, or criminal activity on your account,
- c) you were not allowed to open or maintain the account or no longer meet the eligibility requirements,
- d) you exceed any restrictions we put in place about the number of accounts you can have with us,
- e) you have not provided us with information we need to offer services to you,
- f) you have breached these terms and condition, any terms in a Key Product Information Sheet or any changes to either of these that have been advised to you in writing,
- g) we may break the law by providing services to you,
- h) we have a legal obligation to close the account, or
- i) your behaviour is rude, offensive, or otherwise against the Member Conduct rules.

You also authorise us to convert an interest-bearing account into a dividend account if we are required to under the laws governing Credit Unions. This would only occur if we are no longer permitted to offer interest-bearing shares under the Credit Unions Act 1979.

What happens when you close your account?

Unless we are prevented by law, if your account is closed, we will tell you the reason for closure and money will be returned with any interest due (less any amounts you owe us) to your nominated account.

Early withdrawal penalties will be waived on the closure of an account following the death of an account holder.

23. Member Conduct

We have the following Member Conduct Rules and you need to follow these.

- **Respectful Interaction:** All members are expected to interact with our staff in a respectful and courteous manner. Any form of abusive, threatening, or aggressive behaviour will not be tolerated.
- **Zero Tolerance for Abuse:** Verbal or physical abuse, any form of harassment, or any form of threatening behaviour towards our staff is prohibited. This includes, but is not limited to, shouting, swearing, making threats, or any other actions that create a hostile environment.
- **Consequences of Misconduct:** Any customer found engaging in abusive or threatening behaviour will be subject to immediate action, which may include the withdrawal of services, the closure of accounts, refusing future service and in severe cases, potential legal action.

24. Unclaimed balances/dormant accounts

Under the rules of our Credit Union, we can freeze your account and mark it dormant if there hasn't been any activity initiated by you (i.e. payments in or out of your account, excluding interest or dividend payments or charges) for 12 months and your balance is £50 or below. If this happens you will not be able to use your account until you reactivate it. You can reactivate a frozen account by contacting us. We may then need to conduct further security checks, for example asking you to verify your identity and address. We may also undertake a third-party agency check to confirm your address.

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We will attempt to contact you if your balance is £5 or over and your account becomes dormant so that you can tell us what you would like to do (for example, close your account and return funds to you or continue saving).

Under our rules, the Credit Union has the discretion to charge an annual administration fee of no more than £5 per annum to cover the costs of administering such dormant accounts.

If your account is dormant and we have not been able to get your instructions, we reserve the right to charge the annual administration fee until the balance has reduced below the £5. When this happens, your account will be closed. If you contact us later and provide proof of identification, we will re-open the account and credit the amount we owe you in respect of the account.

25. Account documents and postage

You will be able to check your balances and view transactions on your accounts on our member portal if you are registered. We will only issue you with paper 'statements' on request.

If you send us something in the post without using the correct postage, we reserve the right to charge you the difference and deduct this amount from your account.

26. Changing these terms and conditions

We can at any time change these terms and conditions or a Key Product Information Sheet, introduce new fees or charges or change existing fees and charges. Our reasons will include to:

- a) respond to changes in our costs or how we run the Credit Union,
- b) introduce new products or services,
- c) respond to changes in the law or decisions of the court or our Ombudsman,
- d) meet regulatory requirements, or
- e) respond to changes or new codes of practice within the industry for better customer protection.

Please also see Section 18 which explains when we can change the interest rate on your account and how we will tell you about the change.

Changes may be to your advantage or disadvantage, but we will always act reasonably. We can change these terms and conditions and any Key Product Information Sheets in a way that impacts accounts with no fixed end date (i.e. easy access accounts) for any reason.

When we change our terms and conditions including our charges, we will upload details to our website and inform you by email. If you have not provided us with an email address, we will post you a copy.

When we make a change and this is not to your disadvantage, such changes may be made immediately and without prior notice. We will publish the updated terms and conditions, the Key Product Information Sheet or information about the new charges (as applicable) on our website.

If a change disadvantages you, we will inform you at least 30 days before we make the change.

If you have an 'easy-access' product that does not restrict withdrawals or require notice to close the account and you do not agree with the change, you can close your account immediately without penalty.

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If you have a fixed term product, you don't have a right to close your account until the end of the fixed term.

As a result of this, changes will not apply to your fixed term product during your current product term unless the change doesn't disadvantage you, or we are required to make the change to comply with the law or requirements of our regulators or to reflect the decision of a court, regulator or ombudsman.

27. Matters beyond our control

We will not be responsible if we don't carry out our obligations and you suffer a loss and this is because of circumstances that we could not reasonably control such as pandemics, strikes, or power failures or because we had to do something to comply with the law. Nothing in this section excludes any duty or liability we may owe you under the rules set by our regulators.

We also are not responsible for a loss that was not caused directly by us.

28. Transferring our rights and obligations under this agreement

We can transfer any or all our rights and responsibilities under these terms and conditions or Key Product Information Sheet, and in relation to your accounts, to someone else. We will only transfer our responsibilities in accordance with applicable regulatory rules to someone with the necessary regulatory permissions and in a way that will not reduce your rights or responsibilities under these terms and conditions.

Your rights and obligations under these terms and conditions and any Key Product Information Sheet are personal to you and you cannot transfer them to anyone else.

If you have an ISA, please see your ISA terms and conditions.

29. Using money in your account to pay money you owe us ('set-off')

We may use the money in your account or any other account you have with us towards payment of any money that you owe us. This means that we have the right to (for example) move money from your savings accounts to pay loan arrears, or other amounts which are due and unpaid.