

**Allica Bank Limited**

Business Rewards Bank Account – Terms and Conditions  
Effective December 2024

This document (including any schedules attached hereto) sets out the terms and conditions applicable to our business rewards bank accounts. It is important you read and understand this agreement. You can request more copies of this agreement via our website or by emailing us. By using our business rewards bank account, you agree to be bound by these terms and conditions.

Service information relating to our business rewards bank accounts is available at <https://www.allica.bank/business-rewards-account/service-information>.

Allica Bank Limited is referred to in this document as “**Allica**”, “**we**”, “**us**” and “**our**”. We are authorised by the Prudential Regulation Authority, and we are 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, 4<sup>th</sup> Floor, 164 Bishopsgate, London EC2M 4LX.

In these terms and conditions, we will refer to the business in whose name the account is maintained as “**you**”, “**your**” or “**the Account Holder**”. “**Account**” refers to any account that you hold with us to which this agreement applies. To the extent you hold more than one account with us, when we refer to “account” we are referring to all your accounts with us if the context applies.

## 1. Getting in touch with us:

- 1.1. You can:
  - contact us via online banking at <https://www.allica.bank>;
  - contact us via the mobile app;
  - email us at [customer.services@allica.bank](mailto:customer.services@allica.bank);
  - call us if you need to speak to someone in person, on 0330 094 3333 or +44 330 094 3333 if phoning from abroad; or
  - contact your relationship manager.
- 1.2. Our business days are Monday to Friday, excluding Bank Holidays in England.

## 2. Opening your account

- 2.1. Our accounts are available to UK-based businesses meeting the eligibility criteria set out below and in the Business Rewards Account Key Product Information. The application must be completed by an authorised individual of the business (for example, a director or the company secretary of a limited company or a designated

member of an LLP). In making the application, the individual must have authority to open an account on behalf of the Account Holder and obtain consent from the owners and/or directors of the business that we can undertake appropriate data checks to validate their identity. We may require proof of authorisation to open the account and the consent to undertake checks, for example a board resolution (or equivalent).

- 2.2. The Account Holder will be the business named on the application for the account.
- 2.3. We will verify the Account Holder’s identity and address, and those of persons closely connected with your business (e.g. persons having significant control of your business) so that we can carry out anti-money laundering, fraud and credit checks in relation to your business. We may undertake additional screening checks. These will generally be undertaken electronically using an appropriate external agency and/or by asking for documentary evidence. We also reserve the right to carry out further due diligence checks at any time whilst you have an account with us.
- 2.4. We will also undertake searches on your business and use publicly held records to verify the business details.
- 2.5. We reserve the right to refuse to open an account if we deem that you have not provided satisfactory account opening details.
- 2.6. Your Allica account may only be used for business purposes. The account is not to be used for any other purposes.
- 2.7. 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.
- 2.8. 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 may appoint users to the account through online banking. By appointing users to the account, you give them authority to instruct Allica on the Account Holder’s behalf in accordance with the permission levels detailed at <https://www.allica.bank/user-permissions>.
- 3.2. You must make sure that we hold up to date information about the Account Holder, its account users, and those individuals who own and/or

control the business. We will require prompt notification of any changes in the authorised users of the account and the structure of your business, and we may require documentary evidence of these changes.

- 3.3. You must also notify us promptly if you change your correspondence address, email address or phone number. We cannot be responsible for failing to contact you if you have not informed us of any changes.
- 3.4. You must also tell us if the name of the Account Holder changes and provide confirmation (e.g. original or certified copy of a change of name certificate).
- 3.5. Where there is more than one user on the account, we may act on the instructions given by any one user (subject to the permission levels specified in paragraph 3.1), unless we have been advised by you not to. For example, if one of your users instructs us to make a payment in accordance with their permission level, we do not need to verify the instruction with another user.
- 3.6. Each user, both individually and together, is bound by these terms and conditions, and is fully responsible for all instructions given (even when given only by one user) and for any money which may become due to us under these terms and conditions.
- 3.7. Where we become aware of a dispute between multiple users of an account, we will only accept instructions which have been authorised by an administrator user. We will not be responsible for any transactions made or instructions given by any user prior to receipt of such notice by us.
- 3.8. Where there is no dispute, but we receive conflicting instructions from two users we may refuse to carry out any transactions or further instructions until clarity has been sought from an administrator user.
- 3.9. If we give a notice or provide information to an administrator user, the Account Holder will be deemed to have received it at the same time.
- 3.10. Upon the death of an Account Holder who is a natural person, we will require the original or a certified copy of the death certificate before transferring the account balance to the deceased's executors. We reserve the right to ask for further documentation such as probate where necessary.
- 3.11. We will not be liable for any losses arising from the execution by us of instructions given to us by a user or from your failure to inform us of a change in users. You agree to indemnify us against losses or liability incurred by us in executing instructions made by a user of the account.

#### **4. Information we will provide to you**

- 4.1. We will provide you with monthly statements in pdf format which will be made available online. We will not send paper statements.

#### **5. Paying money into your account**

- 5.1. Bank payments into your account may only be made in GBP.
  - 5.2. Card payments into your account may be made in GBP or a foreign currency. Where a card payment is made into your account in a foreign currency, Visa will convert the amount to GBP (using the exchange rate calculator at <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>) before being credited to your account. We will not be liable to you for any loss you suffer as a result of us having to convert a foreign currency payment to GBP.
  - 5.3. Deposits may be made from any bank account, whether in the name of the Account Holder or a third-party.
  - 5.4. 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.
  - 5.5. Money can be paid into your account via:
    - electronic transfer (either BACS, CHAPS or Faster Payment); or
    - transferring money from another account with us.
  - 5.6. If we receive a payment for you from another bank and we do not credit your account when it should have been, we will immediately credit your account with the right amount and make the money available to you. We will also refund any charges and interest you have paid as a result of the amount being credited to you later than it should have been.
- #### **Electronic transfer in-bound**
- 5.7. If money is paid into your account from another UK bank account it will, subject to payment scheme conditions, be credited to your account that day (if it is received during business hours) and on the following business day if the money is received outside of business hours, unless the payment is made by the Faster Payments Scheme. Faster Payments Scheme transactions will be credited subject to scheme rules, and the scheme operates 24 hours a day. Our business hours are as set out on our website.
  - 5.8. 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.
  - 5.9. 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.

- 5.10. If we make a payment into your account in error, we will take out the same amount without asking for your permission. We will 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**

- 5.11. The account is only operated online and therefore cash, banker's drafts, or cheques cannot be paid into your account.

### **6. Paying money from your account**

- 6.1. You must ensure that you have enough funds in your account to cover the full amount of any payment you wish to make. If you do not, we will refuse the payment.
- 6.2. Money in a savings pot linked to your account will not form part of the available balance of your account.
- 6.3. Payments from your account may be subject to certain execution times, fees and limits. Please check our website ([www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits)) for full details.
- 6.4. When you set up a new payee, you must ensure that all information provided is complete and accurate. If the information is not complete and accurate, we may be unable to act on your instructions. We will not be responsible for any loss you suffer as a result of you providing us with incomplete and/or inaccurate information.
- 6.5. 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.
- 6.6. If we fail to make a payment, make a defective payment or if the payment is made late, you must inform us as soon as possible (but no later than 13 months after the payment date).

#### **Electronic transfer outbound**

- 6.7. 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 business day. This will depend upon where we are sending the payment.
- 6.8. We will process FPS instructions free of charge. However, we reserve the right to charge you for sending payments by FPS if we, at our sole

discretion, believe you are using the service excessively. Please check our website ([www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits)) for details.

- 6.9. 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 business day they are sent. Instructions received after 5.00pm or on a non-business day, will be processed the next business day.

#### **Bulk payments**

- 6.10. You may submit a payment instruction in the form of a batch of simultaneous payments (each, a "**Bulk Payment**").
- 6.11. Bulk Payments will only be available for UK domestic payments and will be sent via the FPS.
- 6.12. Bulk Payments are subject to fees and limits. Please check our website ([www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits)) for full details.

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

- 6.13. You can ask us to transfer money by instructing us online or by phone. The money will be sent by FPS.

#### **International card payments**

- 6.14. If you wish to make an international payment using your Card, we will process this using the exchange rate and charging the fees confirmed online at the time of making the payment. Other organisations are also involved in processing international payments, and we are not responsible for all stages of an international payment. If we become aware that an international payment has been rejected or delayed, we will try to help you retrieve the funds. Where an international payment fails for a reason which is our fault, we will return the funds in full to your account. Where the failure is not our fault, the funds may need to be reconverted to GBP before we can return them to you, and you may receive less than you originally paid. If you include incorrect payee information on the international payment instruction, we will try to help you recover the funds, but may charge you a fee for doing so. However, we cannot guarantee that we will be able to return the funds to you.
- 6.15. For more information about international payments, execution times, sending and/or receiving funds please check our website ([www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits)).

#### **International bank payments**

- 6.16. If you wish to make an international payment from your account (i.e. not using your Card), you may do so via the transfer service provided by Wise Payments Limited (“Wise”). You may access the service provided by Wise via our mobile app or through online banking. Please note that on first use of this service, we will enrol you as a customer of Wise and by accessing the Wise service via our mobile app or through online banking, you consent to us doing so. Please also note that, as you will become a customer of Wise for this particular service, you will be subject to their terms and conditions and we will not be liable to you or any third party for the acts and/or omissions of Wise.
- 6.17. The international bank payment service is provided by Wise, and Wise may:
- change the destination countries or currencies available at any time;
  - limit international payments;
  - refuse to open, suspend or close a Wise account;
  - delay or refuse to process an international payment; and/or
  - determine the exchange rate applicable to a transfer.
- 6.18. Wise maintains a list of restricted customer types. Please refer to their [acceptable use policy](#) for more information.
- 6.19. Wise shall charge you a fee for processing an international bank payment. The amount of this will be confirmed to you by Wise before the instruction is processed. If the payment is sent via a method where Wise’s fee may change after the instruction is processed, you will be made aware of this prior to confirming your payment instruction with Wise.

### Withdrawals

- 6.20. You may withdraw funds from your account using automated teller machines (ATMs) in the UK and overseas. Fees and limits may apply. Please check our website ([www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits)) for full details.

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

- 6.21. Under certain circumstances, we may refuse to carry out your payment instruction(s). Where permitted, we will inform you as soon as possible.
- 6.22. We will refuse to act on a payment instruction where your account does not have the necessary funds.
- 6.23. We will refuse to act on an instruction where we believe:
- the instruction is not from you (or has not been authorised by you pursuant to these terms and conditions);
  - the sort code or other information is invalid for the payment method;

- it causes us to break the law (e.g. if we have reason to believe that the funds are the proceeds of crime);
- your account is being used for an illegal purpose; and/or
- if the request is in breach of these terms and conditions.

### Direct Debit Guarantee Scheme

- 6.24. You may set up UK direct debits with your account. Where you do so, you will have rights under the UK Direct Debit Guarantee Scheme.

## 7. Deferred Debit card

- 7.1. Your deferred debit card (the “Card”) is issued by us, and it is linked to your account.
- 7.2. A summary of the key product features and information about your Card, including any applicable fees, is set out here [www.allica.bank/fees/rewards-account-fees-and-limits](http://www.allica.bank/fees/rewards-account-fees-and-limits).
- 7.3. The Card is a debit product which can be used to pay for goods and services online, over the phone or in person. The Card can also be used to withdraw money from ATMs in the UK. The Card is not a guarantee card, charge card or credit card.
- 7.4. When you receive your Card, an authorised signatory will need to sign the back of it as soon as it is received. The Card will be accompanied by instructions on how to activate it.
- 7.5. We may, at our reasonable discretion, decline the use of your Card for situations including, but not limited to:
- fraudulent use or any illegal purposes; or
  - where it is not possible for the supplier of the goods or services to obtain online authorisation that you have sufficient funds for the transaction.
- 7.6. You agree that any use of your Card, card number or PIN constitutes your authorisation and consent to a transaction.
- 7.7. Where there are multiple cardholders within the same account, any transaction authorised by any one of the cardholders is deemed to be effectively authorised by the Account Holder.
- 7.8. You can only use your Card up until the expiry date which will be shown on the front of your card. We will provide you with a new Card in advance of your existing Card expiring.
- 7.9. It is your responsibility to keep your Card safe and not to share your Card details with a third-party. Sharing details of your card with a third-party will result in you being solely responsible for any transaction(s) made by the unauthorised third-party.
- 7.10. We strongly suggest that you check your transaction history regularly, and that you contact us immediately if you suspect any unauthorised,

incorrect, or misdirected transactions made with your Card.

- 7.11. If your Card is lost or stolen, if you suspect that an unauthorised person knows your PIN, or if you think your Card, card number or PIN may be misused, you must stop using the Card and report this to us via the app or through online banking.

## 8. Rewards and benefits

- 8.1. The rewards and benefits applicable (if any) to your account will be detailed in a schedule to these terms and conditions.

## 9. Interest, fees, and charges

- 9.1. We do not pay interest on credit balances on your account.
- 9.2. Please refer to [www.alica.bank/fees/rewards-account-fees-and-limits](http://www.alica.bank/fees/rewards-account-fees-and-limits) for a list of all fees and charges applicable to your account. Any changes to these fees and charges will be in accordance with the notice requirements set out in paragraph 12 of these terms and conditions.
- 9.3. In the event that any fees or charges are due and payable to us but you do not have the necessary funds to cover such, we will queue a fee for the corresponding amount on your account to be taken when the account is next funded.
- 9.4. If you wish to close your account, all outstanding fees and charges will be immediately due and payable to us, and we will deduct the total amount from your account balance.

## 10. Checking your account and staying in touch

- 10.1. You can check your account including seeing all deposits and withdrawals using the app or through online banking.
- 10.2. If you request information about a transaction we have made on your behalf, we will provide this to you via electronic means as soon as reasonably possible after your request.
- 10.3. The information available to you will include:
- the dates and amounts of any transactions; and
  - any charges applied to your account.
- 10.4. We will correspond with you using the email and registered or trading address provided to us for the Account Holder.
- 10.5. We may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.

## 11. Our mobile app and our website

- 11.1. You may access your account through our mobile app or through our website (online banking).

- 11.2. We recommend that you use our mobile app or online banking to review your balance and transactions on a regular basis and inform us immediately if you do not recognise anything.

- 11.3. You must hold a valid and current email address to open and operate your account. You must tell us immediately, by telephone or email, if your email address changes.

- 11.4. For the protection of your account, we require two-factor authentication to use online banking and our mobile app. To perform certain actions, we will require you to open our mobile app to verify your request. You will therefore need a smartphone to open and operate your account with us.

- 11.5. When you apply for your account you will 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 will also issue you with a username which will be used in conjunction with your password and memorable security details.

- 11.6. Our mobile app and our website are secure but disconnection from the internet does not mean that you have logged off properly. You should always log off when you have finished. For added security, our mobile app includes an automatic log off feature where we will automatically log you off after a set period of inactivity.

- 11.7. You are responsible for the security of the device you use to access our mobile app or online banking. 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.

- 11.8. We recommend that you do not use public devices to access your account. You should always lock any device 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 mobile app or online banking is at your own risk.

- 11.9. For technical or other maintenance reasons, there may be times when you are unable to access our mobile app and/or online banking. Whilst we will try and keep these to an absolute minimum and at off peak times, we cannot guarantee that our mobile app and/or online banking will be available at all times.

## 12. Changes to these terms and conditions

- 12.1. You cannot change these terms and conditions at any time.

- 12.2. We can make changes to these terms and conditions 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 add or remove products, services, functionality or facilities to the account;
  - to make these terms and conditions clearer for you; and/or
  - to correct any errors or formatting.
- 12.3. Where we make changes favourable to you, we will notify you of these changes via email before they take effect.
- 12.4. Where we make changes unfavourable to you, we will notify you of these changes via email at least 2 months' before they take effect.
- 12.5. If the changes are unfavourable to you, you will be able to close or transfer your account straightaway and without charge during the 2 month notice period.

### 13. Protecting your account

- 13.1. By agreeing to these terms and conditions you give us your permission to provide the police or financial crime agencies with any information they need during any investigation.
- 13.2. We may suspend or refuse to carry out transactions on your account if we identify adverse information, we are ordered to do so by an appropriate legal or regulatory body or authority, or if we have reasonable grounds to believe that:
- you are not acting in accordance with these 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;
  - you are insolvent or a bankruptcy order has been made against you; and/or
  - circumstances beyond our control prevent us from offering a normal service.
- 13.3. If we take action to suspend your account or a transaction, we will inform you as soon as possible unless we are unable to do so by law. As soon as the issue is resolved we will reinstate your account.
- 13.4. We will never:
- ask you for your full username or password by phone, email, via our mobile app, through online banking or in person. You should consider any request via any means for this information fraudulent;

- ask you for your one-time passcode over the phone. You should consider any call asking for your one-time passcode as fraudulent;
  - ask you to email or text banking information; or
  - send you an email with a link asking you to enter your bank account details.
- 13.5. If you are physically or mentally incapacitated, we may take legal instructions to allow someone else to operate the account.
- 13.6. We will also 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**

- 13.7. If you do not make any transactions or contact us within a three-year period and you try to access the account after this period we will ask you to confirm your identity.
- 13.8. You retain the right to reclaim your money at all times.

### 14. Closing your account

- 14.1. We may close your account by giving you 2 months' written notice. Unless we are not allowed to for legal or security reasons, we will explain why we have decided to close your account.
- 14.2. When an account is closed, we will pay the balance as at the time the account is closed. We will deduct appropriate amounts for any transactions which you have instructed us to make but which are still being processed. We will also deduct any amounts owed to us.
- 14.3. If your account does not have sufficient funds to settle outstanding transactions, we will not process these. If your account does not have sufficient funds to settle any amounts due to us, we will contact you to discuss payment.
- 14.4. We may close or suspend your account immediately in exceptional circumstances. Examples of these are where:
- you, your employees, officers or agents demonstrated threatening or abusive behaviour towards our employees;
  - the law requires us to do so;
  - you have misused, or we reasonably believe you may be misusing, your account or other accounts in your name;
  - you have breached these terms and conditions;
  - you have falsified information when applying for the account;
  - we don't have enough information to manage your account or it turns out you were not eligible to open an account in the first place;

- you use the account to send or receive payments to/from any business or person that exceeds our risk appetite;
  - you operate in an industry that is on our Prohibited Industry list (see <https://www.allica.bank/fees/rewards-account-fees-and-limits>)
  - you have used the account for illegal purposes;
  - you go into bankruptcy, enter into a voluntary arrangement, have a debt relief order lodged against you or enter into any other form of analogous circumstances;
  - you are removed from the Companies House register for any reason;
  - in the event of a change of control, any new person of significant control doesn't pass our identification and verification processes; or
  - on and from 1 May 2023, your account has been identified as being inactive in accordance with paragraph 14.11 of these terms and conditions.
- 14.5. We reserve the right to close or suspend your account immediately if you do not provide information requested by us when requested.
- 14.6. We can also close your existing account and open a new one if the security of your account has been compromised.
- 14.7. We will not close your account in response to a complaint you make, unless you explicitly ask us to.
- 14.8. After any account closure, the data protection provisions continue to apply in respect of any of your personal data relating to your account.

### **Business insolvency**

- 14.9. If an insolvency event occurs, we may decline to act on the authority of you or any other person in relation to your account. We may take instructions from legally authorised third parties and we may set up a separate account in the same name and credit funds and further incoming payments into this account.

### **Inactive account**

- 14.10. Your account will be an inactive account if your account balance falls below £5,000.00 and there has been no activity on your account (in the form of receiving or making payments) for a period of 12 months.
- 14.11. If your account is identified as being inactive:
- we reserve the right to close or suspend your account in accordance with paragraph 14.4 of these terms and conditions; and
  - we will contact you to let you know that your account has become inactive and to arrange paying you the balance of your account.

## **15. Unauthorised transactions**

- 15.1. In the event that a transaction has taken place on your account which you did not authorise, or which was made by mistake, please let us know immediately (and no later than 13 months after the transaction was processed). Subject to paragraph 16.3, we will normally refund any payments you did not authorise.
- 15.2. We will ask you to provide information (which may include documentary evidence) so that we can investigate how you suffered a loss, and who is responsible. Please ensure you provide such information in a clear and legible format, and without delay.
- 15.3. You can ask us to refund an amount taken from your account if you satisfy the following conditions:
- you agreed a payment could be taken, but did not specify the actual amount;
  - the payment amount taken was higher than you reasonably expected it to be, and we agree that the amount was more than could be reasonably expected, taking into account your previous spending pattern, the agreement and any other relevant circumstances; and
  - you ask us to make the refund within 8 weeks of the payment being taken from your account.

We may ask you for more information to investigate a request. Once all information is received, we will either provide you a refund or tell you we cannot provide a refund.

### **APP (Authorised Push Payment) Scams**

The following applies to payments made by Faster Payments or CHAPS from and to UK accounts.

- 15.4. If you have been tricked into transferring money to a fraudster (victim of an APP scam), you must contact us immediately. By "tricked into transferring money to a fraudster" we mean:
- you intended to transfer money to someone's account in the UK, but were tricked into transferring it to someone else; or
  - you transferred money to a UK account for what you thought was a genuine purpose, but which was fraudulent or not the reason you thought you were making the payment.
- 15.5. We will investigate the claim and if you have been a victim of an APP scam and are eligible for a refund we will refund you within 5 business days of the claim being received and assessed. It may take up to 35 business days if we need further information to assess a claim.
- 15.6. We may pass information about your account to other banks or companies that deal with payments

to investigate a claim. We may also provide information to the police or other authorities.

- 15.7. A maximum reimbursement limit and the amount we're permitted to deduct from the sum we reimburse you (the "excess") is set by the Payment Systems Regulator and is published on its website at <https://www.psr.org.uk>. If you have been the victim of an APP scam, we'll let you know what the limit is at the time you make the claim and if any excess is being applied.
- 15.8. We won't reimburse you if:
- you have acted fraudulently;
  - you have acted carelessly or not met the standard of care expected of you, e.g.:
    - you haven't told us within 13 months of the final payment relating to a scam leaving your account;
    - you ignored us, the police or another appropriate authority when it was explained to you that you may be a victim of fraud;
    - you didn't agree to report the APP scam to the police or National Crime Agency when we asked (or you didn't agree to us making a report on your behalf) once you made a claim to us for reimbursement;
    - you have not responded to any reasonable and proportionate requests for information we have made to help us investigate a potential scam or fraud.
- 15.9. If we ask you to, you must help us with our investigations and with any action we take against the fraudster or scammer.
- 15.10. If we think you are not eligible for a reimbursement, we will tell you why unless there are legal reasons we can't.
- 15.11. If we later discover or have good reason to believe you acted fraudulently when making the claim, after giving you reasonable notice, we can take back any reimbursement amount from your account balance or instigate proceedings to reclaim any such amount.
- 15.12. For advice on how to avoid APP scams and other frauds see our website.

## 16. Liability

- 16.1. 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.
- 16.2. We accept liability for charges and interest incurred by you where we act on a payment instruction, and this is not received by your payee's bank or where we make the payment incorrectly. We will not be liable for lost or incorrect payments

to the extent that such is caused by you or a third party (e.g. the payee's bank).

- 16.3. 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 comply with these terms and conditions. This includes where you disclose your security information to a third-party.
- 16.4. We will not be liable to you if we do not act on your instructions due to:
- anything out of our control or the control of our agents, third party suppliers, or sub-contractors; and/or
  - complying with legal restrictions and requirements, including compliance with money laundering regulations.
- 16.5. We will never be liable in any circumstances for:
- indirect loss;
  - loss of business, goodwill, opportunity or profit; and/or
  - any loss to you that we could not have reasonably anticipated.
- 16.6. Nothing in these terms and conditions will exclude or limit our liability where it cannot be excluded or limited by law.

## 17. Can my money be used to repay other debts?

- 17.1. We reserve the right of set off and to use the money from any account in the name of the Account Holder to reduce or repay debts the Account Holder owes to a member of the Allica Group (e.g. on a loan or mortgage). We can use this right of set off against accounts in a sole name only, not where the money is held by a business of which the Account Holder is a shareholder, director or signatory. We are not required to give you prior notice of this but we will inform you if this has been done.
- 17.2. For the purpose of this paragraph 17, the "**Allica Group**" means us, any subsidiary or any holding company of Allica, and any subsidiary from time to time of a holding company of that company. "**Holding company**" and "**subsidiary**" have the meanings given in section 1159 of the Companies Act 2006.

## 18. Data protection

- 18.1. 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.
- 18.2. 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.

- 18.3. 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.
- 18.4. We will collect and hold all information about all applicants (and persons connected with your business) 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 2018 and the UK General Data Protection Regulation). We will use it to process your application and for ongoing account maintenance and administrative purposes. For full details please read our Privacy Policy (which is available on our website).
- 18.5. We may also disclose personal data to tax authorities, regulators, Reclaim Fund Limited and the Financial Services Compensation Scheme.
- 18.6. 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 will ask you whether you are happy for us to contact you about such products and services and how you would 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.
- 18.7. 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, 4th Floor, 164 Bishopsgate, London EC2M 4LX or email [dpo@allica.bank](mailto:dpo@allica.bank). 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**

- 18.8. If we believe you may have tax obligations in other countries, we may be required to disclose information about you (or persons connected with your business) 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.
- 18.9. You must supply any supplementary information we request this.
- 18.10. 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.

- 18.11. 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.

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

- 19.1. We are members of the Financial Services Compensation Scheme (the "FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.
- 19.2. 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.
- 19.3. 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).
- 19.4. Please note only compensation related queries should be directed to the FSCS.
- 19.5. For the avoidance of doubt, our FSCS membership does not extend to the international payment services provided by Wise (pursuant to paragraph 6.16).

## **20. Governing law**

- 20.1. If you are domiciled in the United Kingdom (except Scotland), these terms and conditions are governed by the laws of England and Wales and any dispute which arises in relation to these terms and conditions will, exclusively, be dealt with by any court in England which is able to hear the case.
- 20.2. If you are domiciled in Scotland, these terms and conditions are governed by the laws of Scotland and any dispute which arises in relation to these terms and conditions will, exclusively, be dealt with by any court in Scotland which is able to hear the case.
- 20.3. If any of these terms are deemed to be invalid or unenforceable, the other terms will remain fully effective.
- 20.4. 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.

## **21. Complaints handling**

- 21.1. We recognise that things can go wrong, so if you are dissatisfied with something please let us know.
- 21.2. You can do this in the following ways:
- contact us via our mobile app or through online banking;
  - 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, 4th Floor, 164 Bishopsgate, London EC2M 4LX or
  - contact your relationship manager.
- 21.3. 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)

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

**Schedule 1**  
**Rewards and benefits**

**1. Cashback**

Please read this schedule to understand how the cashback scheme will operate.

<b>Who is eligible?</b>	<p>You are eligible for cashback if you open a new account with us. The cashback scheme is available on every Card and every account.</p> <p>Your account must be open when the cashback is paid to you. We will not pay cashback if your account is closed (or suspended), even if you had earned cashback during the previous month.</p>
<b>How is cashback earned?</b>	<p>You will earn a 1% cashback on every Card transaction.</p> <p>Where the aggregate value of your monthly transactions is above £10,000, you will earn:</p> <ul style="list-style-type: none"> <li>• 1% cashback on the first £10,000; and</li> <li>• 1.5% cashback on any spend over £10,000.</li> </ul> <p>For example, if the aggregate value of your monthly transactions is £15,000, you will earn:</p> <ul style="list-style-type: none"> <li>• 1% cashback on the first £10,000, which is £100; and</li> <li>• 1.5% cashback on £5,000, which is £75.</li> </ul> <p>Your total cashback for that month will be £175.</p> <p>For the avoidance of doubt, you will not earn cashback on payments made by bank transfer.</p>
<b>Payments which are included</b>	All payments made using your Card are eligible for the cashback offer, subject to the exclusions listed below.
<b>Payments which are excluded</b>	<p>You will not earn cashback on:</p> <ol style="list-style-type: none"> <li>1. pre-authorized transactions;</li> <li>2. cash withdrawal from an ATM; or</li> <li>3. a transaction if a refund payment is made in respect of that transaction. If cashback has already been paid to you, and an eligible transaction is subsequently refunded, you authorise us to deduct the appropriate amount from your account.</li> </ol> <p>We reserve the right to suspend the scheme where:</p> <ol style="list-style-type: none"> <li>1. we reasonably suspect that you are unfairly manipulating this cashback scheme;</li> <li>2. we reasonably suspect fraudulent or illegal activity with your account; or</li> <li>3. you are in breach of the terms and conditions which apply to your account.</li> </ol>
<b>Payment of cashback</b>	Any cashback due will be paid, in arrears, directly into your Allica account by the 10th of each calendar month.
<b>Changing the cashback offer</b>	<p>We can amend this offer at any time with written notice to you, where the change:</p> <ol style="list-style-type: none"> <li>1. is to make improvements which benefit you; or</li> <li>2. is required by applicable law or regulation;.</li> </ol> <p>We can amend this offer for any other reason with at least 2 months' prior written notice you.</p>
<b>Ending the cashback offer</b>	<p>We can end this offer at any time for new customers.</p> <p>We can end this offer at any time for existing customers with at least 2 months' written notice to you.</p>