

Customer Agreement  
Doing Business with Ford Money

# Customer Agreement – Doing Business with Ford Money

This document sets out Ford Money's General Terms and Conditions for all of its savings products. Additional Product Terms and Conditions apply to each of our savings products. All Terms and Conditions are available free of charge on our website. Our General Terms and Conditions will be sent to you when you first become a customer and relevant Product Terms and Conditions will be sent to you whenever you open a new savings product.

This document covers a variety of topics, from security to what we do with the information you share with us, our liability (how we protect your savings), how we pay you interest and more.

Whenever we have the right to take certain action, we will act reasonably. However, we do have the right to change interest rates on variable rate products.

## **Becoming a customer**

When you apply to save with us, there are a few things we need to do before we can accept your application and you can become a customer of Ford Money.

Most importantly, we need to be confident that you are who you say you are (more about this below).

## **Evidence of your identity and address**

Like all UK financial institutions, we're legally required to check your identity and address. We'll normally do this electronically through a credit reference agency.

We may also ask you (or anyone else named on your application) to send copies of documents that confirm your identity and address.

If this is the case, we'll let you know at the end of your application and tell you which documents to send us and the date by which we'll need them.

We can't accept responsibility for documents being delayed or lost in the post, so it's worth sending any documentation by Special or Recorded Delivery.

If you apply jointly, or on behalf of someone else, we'll need to check the identity and address of everyone named on the application.

## **Nominated Account**

When you apply for one of our accounts you must provide details of a UK bank or building society current account held in your name.

We call this your 'Nominated Account'.

We can only receive deposits from and pay monies to this Nominated Account or another Ford Money account held in your name.

You can only have one Nominated Account to cover all the single and joint accounts you hold with us.

When opening a Ford Money account, you and any other account holders with whom you share a joint account can only have one Nominated Account between you. For example, if you open a joint Fixed Saver account with your partner, any future accounts held by either of you will need to use the same Nominated Account you used when taking out your initial product.

## **Applying on behalf of someone else**

Where applying under a Power of Attorney or as a Deputy for the first time, you can only apply by post. This is because you will need to send us the Power of Attorney document, the Court of Protection Order appointing you as Deputy, or relevant trust documents. Deposits must be made using a UK bank or building society current account in the name of the person on whose behalf you are applying.

## **How you can make deposits**

You can only use either your Nominated Account or another Ford Money savings account to make deposits into your account (subject to specific Product Terms and Conditions). Deposits from any other account will be returned.

You can make deposits into your Ford Money savings account from your Nominated Account via BACS, CHAPS, Faster Payments or Standing Order. We don't accept cash or cheque deposits. All deposits must show your full Ford Money Account Number or application number as the Payment Reference. If the deposit is received without a valid reference, funds will be returned to the originating account.

We'll apply interest from the day you make your deposit, whether or not it is a business day. Deposits will show on your Ford Money account within two business days. (A business day means any day other than a Saturday, a Sunday or an English public holiday.)

We may offer additional deposit methods in the future.

## Managing your accounts

You can manage Ford Money accounts online. However, please be aware that for security purposes we have a 14 day delay before implementing any requested changes to your Nominated Account.

## Managing joint accounts

Either of you can give us instructions about your account independently, including making withdrawals or closing your account. We will not need to check the instruction(s) with the other account holder. You will each have a separate Customer ID and password.

## Disputes between joint holders

If either of you tells us of a dispute between you, or if we receive conflicting instructions from both of you, we may suspend the account until we are satisfied that both account holders are in agreement.

## How you can make withdrawals

We'll make withdrawals to your Nominated Account using Faster Payments, or CHAPS for withdrawals over £250,000 or if your Nominated Account does not accept Faster Payments, so your account must be able to receive these withdrawals. We won't issue cheques.

Withdrawals will show on your Nominated Account within two business days.

If you need your money the same day you may, in exceptional circumstances and at our discretion, make a CHAPS payment as long as you call us by 1pm on a business day. CHAPS payments are subject to a £20 fee. (A business day means any day other than a Saturday, a Sunday, or an English public holiday).

We can't accept responsibility for any problem or delay caused by your bank or building society or

any abnormal or unforeseeable circumstances beyond our control.

## Transferring your money between your savings accounts

If you have more than one Ford Money account and wish to transfer funds between them, providing the products allow withdrawals and deposits, you can do this via the website.

## Keeping your account secure

We require you to hold a current personal email address to which you alone have access, and which you're entitled to use (e.g. not your employer's email address).

You are responsible for the security of your email account and any device you use for internet banking, as well as ensuring that they are protected from unauthorised attempts to access your Ford Money account. We strongly recommend using up-to-date anti-virus and firewall software.

We aim to run a robust and reliable service, but cannot guarantee the availability of our website or online services at all times.

Your password and memorable details allow us to identify you when you log in to your account, make any transactions or change your personal details. We may decide to use different security methods in the future such as voice or fingerprint recognition.

We will act on any instructions we receive if the person giving them has logged in to your account on our secure website or called us with the correct security details. So for your own security, you must take reasonable steps to prevent anyone else from accessing your account:

- Do not let anyone else know your memorable details and password. Take care not to record these details in a way that someone else

could easily find them out

- If you believe or suspect that someone else has found out your memorable details or password, call us immediately using our published phone number
- We will never contact you to ask you to tell us your memorable details and password. If you receive such a request from anyone (even if they are using our name and logo), do not share any information. Instead you must report this to us immediately using our published contact details
- Do not leave your computer, tablet or mobile unattended while you are logged in to your account on our secure website.

## Use of apps

We may offer some of our services through apps for smartphones and tablets. Where we do this, each app will have its own terms of use which we'll ask you to read and accept before use.

## Keeping you up-to-date

We may contact you by phone, post, email, secure message and SMS. All post will be sent to your correspondence address.

So that we can stay in touch with you, please let us know whenever you change your name, address, phone number, email address or Nominated Account. You can update most of these details by logging in to your account. We may need documents as evidence before applying some changes.

## Protecting your money – liability

We will do our best to keep your money safe and secure at all times and to protect you from fraud.

If you find out that money has been taken out of any of your Ford Money accounts and has been paid to someone else, tell us straight away and we will investigate. Where we

are satisfied that the money was taken without your authorisation, and you have not acted fraudulently or negligently, we'll refund the amount in full. We won't be liable for any charges or expenses you may incur outside of our control.

We can stop or suspend your ability to access your account if we reasonably consider it necessary for security (e.g. if you tell us you have lost your device).

Where we make a payment by electronic transfer from one of your Ford Money accounts, and after a reasonable period your bank or building society says it did not receive the money, we will refund the amount in full.

In both of these cases we will put your account back to the position it would have been in by reinstating any interest that you would have earned.

However, we will not make a refund or reinstate any interest where:

- there was a mistake in any of the details in the instructions you gave us. We will, however, help recover the money from the bank or building society that wrongly received it
- we can show that your bank or building society did, in fact, receive the money in your Nominated Account.

### **When we can close your account**

There are some circumstances where we can close your account and repay your money without receiving an instruction from you. These are where:

- we have reason to believe that anyone named on your application has provided false information
- we have reason to suspect that you are holding your account for an illegal purpose

- you were not entitled to apply for, or hold, the account
- you break the terms of this Customer Agreement in a serious or repeated manner
- you are threatening or abusive towards staff
- you have a matured fixed term product and we're not offering an opportunity to renew it
- where continuing the agreement might expose us to action from a government, regulator or other authority or put us in breach of a regulatory requirement.

### **Interest Rates**

Unless the account has a fixed interest rate for the whole term, we may vary interest rates.

Where we make any changes in interest rates that are favourable to you and you are not told about in advance, we'll put the new rate online within three working days of the rate on your account changing. Where any interest rate decreases, we will let you know personally at least 60 days before the change.

'Our Best Rate Guarantee' means:

- on variable rate products you will receive the interest rate available to new customers on like-for-like products. Where this means your interest rate will decrease, we will let you know personally at least 60 days before the change
- on fixed rate products you will receive the interest rate shown at the time you apply, or if we increase our product rate before you make your initial deposit, you will receive the benefit of the higher interest rate applicable as at the initial deposit date.

### **Changes to this agreement**

We can make changes to this agreement at any time. You will be deemed to have accepted the change unless you notify us to the

contrary. If a change is to your disadvantage we will let you know personally at least 60 days before the change. If you do not accept the changes you can switch to another Ford Money product or cash-in without notice or penalty within 60 days of us telling you.

Here are some of the reasons we may make changes:

- to make the agreement clearer or more favourable to you
- to reflect changes in the law or a decision by an ombudsman, court or regulator
- to reflect changes in any codes of practice to which we subscribe
- to allow us to meet new and/or changed regulatory requirements
- to reflect changes in the general practice of banks and other organisations offering similar products or services or new technology systems, methods of operation, security or facilities, which are beneficial for your protection or ease of doing business.

For any other changes we will let customers know by updating our website and, if appropriate, publishing a notice in a range of national newspapers.

### **Ending this agreement**

This agreement shall last until ended by us or you. We may end this agreement by providing you with at least 60 days' notice for any reason. This will not affect our obligation to pay you interest up until the date of termination. You may end this agreement at any time subject to any restrictions set out in any additional terms.

### **Accessibility**

Ford Money is committed to ensuring that all of our products and services are easily and equally accessible to all customers.

With this in mind we are able to provide this brochure in larger print, Braille or audio format. If you would like a copy of these General Terms and Conditions, more details, or would like to register to receive correspondence in an alternative format, please call us on 0345 266 1231. We will communicate with you in English.

### **If you are not happy**

Unfortunately, mistakes can occasionally happen. A leaflet entitled 'Our Complaints Procedure' provides full details of our complaints procedure, and a copy of this leaflet is available on our website or by calling us on 0345 266 1231.

If you're unsatisfied with our handling of your complaint, you may contact the Financial Ombudsman Service at: Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: 0800 023 4567.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If your complaint relates to a product or service purchased online and you are not satisfied with our response you may refer your complaint to the Online Dispute Resolution (ODR) service who will aid you in submitting your complaint to the FOS as our mandatory Alternative Dispute Resolution (ADR) provider

<http://ec.europa.eu/odr>

### **Financial Services Compensation Scheme**

Ford Money is a participant of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Payments under the Scheme are subject to a limit. Most depositors are covered, including individuals and small firms. For further information about the compensation provided by the FSCS, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

### **How to contact us**

Visit our website:  
[fordmoney.co.uk](http://fordmoney.co.uk)

Call us on:  
**0345 266 1231**

Write to:

**Ford Money**  
**PO Box 871**  
**Wallsend**  
**NE28 5BT**

### **Tax information reporting**

Should we have reason to believe you are required to report your income or are subject to tax in another country, Ford Money may be legally required to disclose personal and account information about you to HMRC, who may in turn share with an overseas tax authority.

To enable us to determine if you are reportable, you are required to provide all jurisdictions of tax residence and associated tax identification numbers.

Should we determine that your account details need to be reported to HMRC, you agree that we may provide any documentation or information to HMRC that they may be obliged to share with the appropriate tax authorities abroad.

You agree to tell us promptly and in writing if any of your personal information changes or if there is any change in the circumstances following any certification that you may have provided to us.

We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

### **Legal information**

Ford Money is a trading style of FCE Bank plc. which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number

204469. Registered in England and Wales under registration number 772784. You can confirm our registration on the Financial Services Register or by contacting the FCA on 0800 111 6768.

The law applying to these General Terms and Conditions is the law of England and Wales.

### **IMPORTANT: USE OF YOUR PERSONAL INFORMATION STATEMENT**

The following information explains how Ford Money will use and disclose your personal information.

#### **About us**

Ford Money is a data controller. If you wish to contact us please write to us at Ford Money PO Box 871, Wallsend, NE28 5BT, call us on 0345 266 1231, or email us at [help@fordmoney.co.uk](mailto:help@fordmoney.co.uk)

Our Data Protection Officer can be contacted by emailing [dpeurope@ford.com](mailto:dpeurope@ford.com)

#### **Personal data we collect**

We collect personal data about you from various sources, both from you and from third parties. These include:

- when you apply for our products and services, when you register with us for products and services, when you contact us for any reason, during financial reviews and if you participate in any surveys or competitions that we run
- from third parties such as Credit Reference Agencies (CRAs), Fraud Prevention Agencies (FPAs), group companies and from publicly available sources such as the electoral roll and online or internet-based resources
- from analysis of your performance of agreements with us and any of our subsidiaries, associated companies or parent companies ("Group"), and your use of our and our Group's services.

The reasons for which we process your personal data in this way are to be able to uphold this Customer Agreement, to comply with our legal obligations, to prevent fraud and for our legitimate interests comprising the administration of our business and our products and services. We shall only market directly to you where we have your explicit consent to do so.

### **How we use your information**

We may use your personal data for the following purposes

- to assess and consider applications you make for our products and services and to make decisions about such applications, including making identity and residency checks at CRAs and FPAs as described below
- to receive regular feeds from credit agencies relating to information they have gained or assumed about you and your lifestyle
- to provide you with products and services and for the administration of our relationship with you
- to respond to enquiries and communications from you
- for the prevention and detection of crime and fraud, including tracing your whereabouts, and for the prosecution of offenders
- to identify products and services which may be of interest to you and to contact you to tell you about such products and services, subject to your consent and in accordance with your preferred communication methods
- for statistical analysis, management of our and our Group's business, market research, training and evaluating the effectiveness of our marketing and customer service
- to conduct market research and product analysis

- to create aggregated and anonymised data for internal use (we won't be able to identify individuals from this data).

#### *Disclosing your personal data*

We treat all information we hold on you as private and confidential but we may share and make disclosures of your information as follows:

- to CRAs and FPAs as described below
- if required by law, government authority or agency, or pursuant to a court order
- to our Group, their and/or our advisors, agents and others who provide services to us or our Group, as required for the purposes set out above
- to law enforcement agencies and others for the purposes of investigating or preventing crime
- to any potential buyers, transferees and/or merger partners in relation to all or part of our or our Group's business, and such parties' advisors, for the purposes of considering the transaction; and
- if you so consent, or as provided for in this agreement
- if there is a duty to the public to reveal the information.

When you give us information about someone else, you confirm that you have been appointed to act on their behalf. You also agree, on their behalf, that we can use their information as explained in these General Terms and Conditions. Note that if you are making a joint application we will link your records together.

### **Our use of Credit Reference Agencies and Fraud Prevention Agencies**

#### *Credit Reference Agencies*

In order to process your application,

Ford Money will perform identity and residency checks on you with Credit Reference Agencies ("CRAs").

To do this, we will supply your personal information to CRAs and they will give us information about you. CRAs will supply us with both public (including the electoral register) and fraud prevention information.

We will use this information to:

- verify the accuracy of the data you have provided to us
- prevent criminal activity, fraud and money laundering;
- and manage your accounts.

When CRAs receive a search from us they will place a search 'soft' footprint on your credit file that may be seen by other lenders.

#### *Fraud Prevention Agencies*

The personal information we have collected from you will be shared with Fraud Prevention Agencies who will use it to verify your identity and to prevent fraud and money laundering. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these Fraud Prevention Agencies, and your data protection rights, can be found on our website at [www.fordmoney.co.uk/privacy-policy](http://www.fordmoney.co.uk/privacy-policy)

It is important that you give accurate information. In order to prevent or detect fraud and money laundering, the information provided in this application will be checked with and recorded by Fraud Prevention Agencies. If false or inaccurate information is provided and fraud or money laundering is identified, details of these findings will also be passed to and recorded by the Fraud Prevention Agencies. Ford Money may also make periodic

searches at FPAs to manage your account with us.

Before we provide services, goods or financing to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.

The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity.

Details of the personal information that will be processed for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and Fraud Prevention Agencies may also enable Law Enforcement Agencies to access and use your personal data to detect, investigate and prevent crime.

We process your personal data on the basis that we have a legitimate interest in verifying identity and preventing fraud and money laundering in order to protect our business and comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

Fraud Prevention Agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

If we or a Fraud Prevention Agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services you have requested or we may stop providing existing services to you.

A record of any fraud or money

laundering risk will be retained by the Fraud Prevention Agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us using the details above.

Whenever Fraud Prevention Agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

We and other organisations, both in the UK and abroad, may access and use the information recorded by FPAs for the following purposes:

- (i) to check details on applications for credit and credit related or other facilities, such as insurance and financial services made by you and members of your household
- (ii) to manage credit and credit-related accounts or facilities such as insurance proposals and insurance claims for you and members of your household
- (iii) to prevent fraud and money laundering, for example when checking details and claims for all types of insurances
- (iv) to otherwise check your identity, trace debtors, recover debt, and to manage your accounts or insurance policies
- (v) for the management and administration of the agreement, your accounts or insurance policies
- (vi) to carry out statistical and business analysis, including but not limited to analysis about credit, insurance and fraud

(vii) to help make credit decisions following the commencement of this agreement including but not limited to the re-assessment of a credit limit. For these purposes we may make further searches;

(viii) and to check details for job applications and employees.

The company we use for both these CRA and FPA related activities is GB Group plc. You can find out more about their role, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights by visiting their website at:

[www.gbgroup.com/uk/privacy-policy/](http://www.gbgroup.com/uk/privacy-policy/)

### **Where we keep and process your information**

We may hold your information in both paper form and on our IT systems. The information that we hold about you may also be transferred to Ford Motor Company and Ford Motor Credit Company based in the USA. Any such transfers will be made for the purpose of processing, business administration, IT support, statistical analysis and management reporting. We will put in place measures to ensure that your data is protected and treated in accordance with the law, and subject to appropriate safeguards. If you would like further information on these safeguards please contact our Data Protection Officer by emailing [dpeurope@ford.com](mailto:dpeurope@ford.com).

### **Your rights**

#### **1. The right of access;**

You have the right to obtain access to your information, and certain other information.

#### **2. The right to rectification;**

You are entitled to have your information corrected if it is inaccurate or incomplete.

#### **3. The right to erasure;**

This is also known as 'the right to be forgotten' and may enable you to request the deletion or removal of your information where there is no compelling reason for it to be kept. This is not a general right to erasure; there are exceptions.

**4. The right to restrict processing;**  
You have rights to 'block' or suppress further use of your information in certain circumstances. When processing is restricted, an organisation can still store your information, but may not use it further.

**5. The right to data portability;**  
You have right to obtain and reuse your personal data in a structured, commonly used and machine readable format in certain circumstances.

**6. The right to object;**  
You have the right to object to certain types of processing, in certain circumstances. In particular, the right to object to the processing of your personal data based on the legitimate interests of an entity or on public interest grounds; the right to object to processing for direct marketing purposes (including profiling); the right to object to the use of personal data for scientific or historical research purposes or statistical purposes in certain circumstances.

For more information on your rights or to make a request as set out above please call 0345 266 1231, send us a secure message or apply in writing to:

**Ford Money**  
PO Box 871  
Wallsend  
NE28 5BT

### **Questions and complaints**

If you have any questions or complaints about our processing of your personal data, you may contact us in writing at the address above or contact Ford Money's Data Protection

Officer at [dpeurope@ford.com](mailto:dpeurope@ford.com).

You also have the right to lodge a complaint with a regulator of data privacy law. This could be the relevant regulator in the country in which you live, work or where an alleged infringement of data privacy law has occurred. In the UK, the relevant regulator is the Information Commissioner, who can be contacted if you believe that Ford Money's use of your personal data is not compliant with applicable law and regulation. Further information can be found at [www.ico.org.uk](http://www.ico.org.uk).

### **How long we keep your information**

Ford Money will not retain your information for longer than is required for the purposes of this agreement, as required by law or for the prevention or detection of fraud, whichever is longer.

If you close your account Ford Money may contact you to conduct market research and product analysis in accordance with the 'How we use your information' section above up to four weeks after account closure.

### **Changes to this statement**

From time to time Ford Money may modify this statement and notify you of any material changes. The most up-to-date version of this statement can be found on our website at [www.fordmoney.co.uk/privacy-policy](http://www.fordmoney.co.uk/privacy-policy)

### **Using your information online and by phone**

Our website uses cookies to collect anonymous data to help administer the site. You can set your internet browser software to disable the use of cookies, though please bear in mind that our online application forms and other processes may need to use cookies to work correctly. We also use cookies in emails to help us to understand

whether you have opened the email and clicked any of the links. More information can be found on our website at [www.fordmoney.co.uk/cookie-policy](http://www.fordmoney.co.uk/cookie-policy).

We monitor or record your phone calls for customer care, training, monitoring and regulatory purposes.

### **Your right to opt in or out of marketing communications**

We would like to keep you up-to-date with information about our products and services which we think may be of interest to you. If you want to receive this information, select the relevant option at account opening or at any future time by logging in to your account.