

## Online Services terms and conditions

### 1. Who we are

- 1.1 Your account is with OneSavings Bank plc trading as KRBS and Kent Reliance Banking Services. For information about our Group please visit [www.onesavingsbank.com](http://www.onesavingsbank.com).
- 1.2 OneSavings Bank plc is authorised by the Prudential Regulation Authority and regulated by both the Financial Conduct Authority and the Prudential Regulation Authority (registered number 530504).

### 2. Definitions

**'Account'** means any savings account that you currently hold with Kent Reliance which is either in your own name or held jointly with somebody else;

**'Group'** means OneSavings Bank plc, its subsidiaries, associated and affiliated companies and any of their branches and offices;

**'Kent Reliance'** **'KRBS'**, **'We'**, **'Us'** and similar expressions refer to OneSavings Bank plc;

**'Nominated Bank Account'** means a UK Bank/Building Society current account in your name. This account will be used as the account to which all Account withdrawals that you make online will be paid. Nominated Bank Account details are linked to each of the Account holders and not to the Account itself;

**'Operated Accounts'** means an Account that may be operated by a person other than the Account holder;

**'Power of Attorney / Lasting Power of Attorney'** is a form of legal authority by which a person (the "donor") permits another person or persons to make certain decisions and manage certain affairs on the donor's behalf.

**'Read-only access'** means a restricted version of the Service whereby you will not be able to deposit or withdraw funds, but will still be able to log on and view your Account;

**'Security Details'** means the user identification number, secret word, passwords, codes, numbers and/or other security information or log in details as agreed from time to time that are used to access your Account online;

**'Service'** means the Kent Reliance secure online portal accessed when using the Internet;

**'SMS Alert'** means a text alert service by which we will send a message to your mobile phone to alert you to any circumstances listed in clause 16.7 below.

**'Working Day'** means a day which is not a weekend, bank holiday or public holiday;

**'You'/'Your'** means the person(s) registered for our Service and who has an Account(s) with us on which the Service is available.

### 3. General

- 3.1 Your agreement with us for the use of the Service consists of these Online Services Terms and Conditions and any additional terms and conditions we give to you relating to the Service (the **'Terms'**) and the Savings General Terms and Conditions, which for this purpose includes any terms and conditions specific to the particular account you have (the **'General Terms'**).
- 3.2 In the event of a conflict between these Terms and the General Terms, the General Terms will prevail.
- 3.3 We may change these Terms in accordance with clause 17 below.

- 3.4 No third party will have any rights under these Terms.
- 3.5 Persons under the age of eighteen will not be eligible to register and/or use the Service.
- 3.6 If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address) supplied by your service provider.
- 3.7 All notices given by us to you under the Terms (including any changes to the Terms) will be given to you personally and this may be subject to the requirements of clause 19 below. All personal notices will be given in writing, by email or by a secure message via the Service portal.
- 3.8 **Please see clause 24 below for contact details of the Customer Service Team.**

### 4. System Capabilities

You can access the Service using the current version of most Internet browsers and the previous three versions of the Internet Explorer browser.

### 5. Secure messaging

- 5.1 You may send us and we may send you secure messages using the Service through the 'Messages' function.
- 5.2 If you send us a message we will aim to respond to you within three Working Days.
- 5.3 Once you have sent a request we may not be able to reverse it before it is implemented.
- 5.4 You must not send us messages:
  - 5.4.1 which require immediate attention (in this case please contact us by telephone);
  - 5.4.2 on behalf of any other person or in relation to our dealings with any other person;
  - 5.4.3 in relation to any of your products or services that you can access via the Service that you hold with any Group company or with third party companies other than OSB plc; or
  - 5.4.4 which are offensive, frivolous or otherwise inappropriate.
- 5.5 We may send you messages concerning any products or services which you have with us, including the Service, or any other service related matters. You should check your messages regularly every time you log on to the Service as the messages may contain important information.

### 6. Availability of the Service

- 6.1 Whilst we will make reasonable efforts to provide an undisturbed Service, we will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes:
  - 6.1.1 any suspension of the Service associated with any reasonably necessary maintenance and/or upgrade of the Service; or
  - 6.1.2 the systems of any party used to provide the Service; or
  - 6.1.3 any suspension or reduction in functionality in relation to the Service that has been caused, in whole or in part, by the actions of any third party.
- 6.2 Where possible we will do our best to notify you of any planned maintenance and upgrades to our systems.

- 6.3 Whenever we are unable to offer a full transactional service, we will attempt to provide Read-only access to your Account(s) online and where possible we will service your request by telephone or written request.
- 6.4 Use of the Service is primarily for customers based in the United Kingdom so you may not be able to access your Account online when attempting to use the Service outside the United Kingdom.
- 6.5 We reserve the right at any time to withdraw any or all of the Services entirely where, in our reasonable opinion, it is not commercially viable to continue with some or all of the Services either for a temporary period or permanently. Where possible we will give you reasonable prior notice. Where the Service ceases, your Account will be converted into an offline version of the savings product you hold and we will advise you how you can access your Account.

## 7. Joint accounts

- 7.1 Joint Accounts opened via the Service are subject to a maximum of two (2) applicants per account. We are unable to offer the Service on accounts with more than two (2) Account holders. In the event you wish to open an Account with more than two Account holders, this can be done in branch or by submitting a postal application.
- 7.2 For customers opening a joint Account the first Nominated Bank Account must be held in the name of the first applicant for identity verification purposes only.
- 7.3 The second applicant may also have a Nominated Bank Account associated with the joint Account. Such Nominated Bank Account must be in the second applicant's own name for identity verification purposes and you must contact us to register the account with us before it can be associated with the Service. Once the second applicant's Nominated Bank Account is registered with us in accordance with this clause you will be able to make withdrawals from your joint Account via the Service to your Nominated Bank Account.

## 8. Fees

- 8.1 You are liable for any telephone or other communication charges and any charges made by your Internet Service Provider or any other third party as result of the use of the Service by you.
- 8.2 Currently there are no charges for the Service, and we do not intend to introduce charges, for access to the Service or for routine Account transactions (i.e. deposits and electronic transfer withdrawals). Details of any new charges and/or changes to charges will be notified to you by email to your registered email address at least 60 days before they take effect. If you do not accept the changes you may terminate your subscription to the Service by notifying us in writing, sending us a secure message via the Service or by calling the Customer Service Team.

## 9. Security of Data

- 9.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your Security Details. Notwithstanding the requirements of clause 19 (Data Protection) of the General Terms you must not disclose your security details to any other person or record your Security Details in any way that may result in them becoming known to another person.

- 9.2 Please note that after initial registration we will never contact you, or ask anyone to do so on our behalf, requesting you to disclose your Security Details in full (this includes the police and other authorities). If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them under any circumstances. You should report any such requests to us immediately by contacting the Customer Service Team.
- 9.3 Be wary of emails or telephone calls asking you for any Security Details and treat emails you receive claiming to be from us with caution.
- 9.4 Never enter personal details into a website which you have reached by clicking a link in an email. Always access our Service by typing the address into your web browser. We would never send an email with a link to a page which asks you to enter your Security Details.
- 9.5 Be wary about recording any Security Details on software which retains it automatically (for example, any computer screen which prompts you to 'save password' or the 'save password' feature in your Internet browser).
- 9.6 Where a transaction on your Account(s) is confirmed by use of your Security Details and you did not authorise it in line with the terms and conditions of your Account, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care (including logging out from the Service once you have completed your session) in accordance with these Terms, and you have not acted fraudulently.
- 9.7 If you suspect someone knows your Security Details or you suspect your Account may be at risk you must contact the Customer Service Team immediately. If you fail to do so, you may be liable for any unauthorised transactions on your Account confirmed by use of your Security Details.
- 9.8 We would never contact you to:
- 9.8.1 ask you to authorise the transfer of money to a new account or hand over cash;
- 9.8.2 ask for your secret word or passwords in full on the phone or via email, including keying your secret word into the phone keypad;
- 9.8.3 make arrangements to send someone to your home to collect cash, bank cards or anything else;
- 9.8.4 ask you to send personal or banking information via text;
- 9.8.5 ask you to carry out a test transaction online unless this is in agreement with you and is processed only by you through the secure online portal;
- 9.8.6 advise you to buy land or other commodities;
- 9.8.7 ask you to authorise the transfer of money to a new account that is not held with us or in your name.
- 9.9 We would never ask you to send personal or banking information via email. In exceptional circumstances only you may instruct us to accept personal or banking information via email, however, we are not obliged to accept such instruction and you accept the whole risk in sending such information via email and acknowledge that we will have no liability in relation to accepting such instructions or for the loss of such information which is sent via email.

- 9.10 You will be responsible for all instructions received by us between the time you log-in with your Security Details until you log out from the Service. Please note that this includes (but is not limited to) all of the following:
- 9.10.1 any input errors;
  - 9.10.2 instructions sent by someone other than yourself; or
  - 9.10.3 leaving the device you are using to access the Service unattended while you are still logged in to the Service.

## 10. Funding your account

- 10.1 When your Account has been successfully opened and your identity verified you will have seven (7) days to fund your Account. You may add funds to your Account at the time you apply by debit card or later by bank transfer. There is a minimum of a £10 deposit when funding your Account by debit card. If we do not receive a payment from you we will remove your details from our system and you will need to go through the Account opening procedure again.
- 10.2 Please note that we do not accept deposits made by credit card. Any deposits made by credit card will be returned and another method of payment will be requested.

## 11. Withdrawals

- 11.1 You authorise us to accept and act on your instructions and subject to the terms and conditions of the particular Account, to debit your Account(s) and credit your Nominated Bank Account with the amounts involved when the transaction has been authenticated by the use of the security procedure we require you to follow.
- 11.2 For a joint Account, we will act on the instructions of either Account holder and each Account holder is jointly and severally responsible for all transactions carried out in relation to the Account.
- 11.3 We are unable to edit future dated payments online. If a future payment needs to be amended you will need to delete the transaction and contact the Customer Service Team immediately.
- 11.4 All withdrawal requests made online will be transferred to the Nominated Bank Account details of which you provided when opening your latest Account online or when registering for online Services. It is your responsibility to ensure that this account remains available to accept funds.
- 11.5 You will not be able to add or withdraw funds online from a branch-based Account for which you hold a passbook.
- 11.6 Each time you open a new Account you will be required to re-confirm your Nominated Bank Account and you will have the option to change this. All existing monthly and annual interest payment details will remain unchanged, but your Nominated Bank Account for making withdrawals online will be updated.
- 11.7 Withdrawals online from joint Accounts will be credited to the Nominated Bank Account of the first applicant in accordance with clause 7.2 above. Unless the second applicant has set up a Nominated Bank Account in accordance with clause 7.3 above they will only be able to make withdrawals via the Service to the Nominated Bank Account of the first applicant.

## 12. Timings for payments

- 12.1 **Deposits**
- 12.1.1 Debit card payments should reflect immediately as uncleared funds in your Account.
  - 12.1.2 Electronic payments (BACS/Faster Payments) paid into your Account before 12.00pm on a Working Day, will be made available to you on the day of receipt.
- 12.2 **Withdrawals**
- Withdrawals by BACS and Faster Payments will be processed in accordance with timescales which can be found at [www.kentrelance.co.uk/withdrawals](http://www.kentrelance.co.uk/withdrawals). Alternatively, you can ask for a paper copy of the up to date timescales (we may change the timescales in a manner which is favourable to you at any time –other changes to the timescales will be in accordance with clause 28):
- through our branches;
  - by calling Head Office on 0345 122 1122; or
  - by writing to our Head Office at Kent Reliance, PO Box 601, Chatham, ME4 9DX.

## 13. Opening a new account

- 13.1 If you are an existing online banking customer and you wish to open a new Account, you must effect this by logging into the Service and selecting the Account you wish to apply for. We cannot process any requests for new online Accounts from existing customers, unless the customer has requested it through the Service.

## 14. Accounts not eligible for online banking

- 14.1 The Service will not be available for particular types of Account where the product literature states it cannot be operated online.
- 14.2 Accounts with any of the following attributes cannot normally be operated online:
- 14.2.1 Power of Attorney / Lasting Power of Attorney;
  - 14.2.2 Court of Protection;
  - 14.2.3 Operated accounts;
  - 14.2.4 Deceased customers; or
  - 14.2.5 Overseas customers.
- 14.3 You must notify the Customer Services Team if you become aware that any of the above attributes apply to your Account. If you are already registered online and your Account is later identified as being subject to one of the above attributes, your Service will be terminated and the Account will have to be operated via post until the situation is resolved. If you find yourself in this position, please contact the Customer Services Team as soon as possible.

## 15. Responsibilities and our liabilities

- 15.1 You will be responsible for all losses you may incur if you act fraudulently in the use of the Service.
- 15.2 You will be responsible for all losses if you intentionally or negligently fail to use the Service in accordance with the Terms (including keeping your Security Details safe and notifying us as required in accordance with clause 9.7 above) but you will not be responsible for any losses you incur after you have notified us of the loss or theft, or suspected use by a third party, of your Security Details in accordance with clause 9.7 above.

- 15.3 We will take reasonable care to ensure that any information provided to you by the Service is an accurate reflection of the information contained on our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Where information provided via the Service is beyond our reasonable control (for example it is provided by a third party) we cannot guarantee that it is accurate or error free. We may also explain that some information is provided subject to certain restrictions or on a specific basis (for example, it is only accurate up to a certain date). If we do this and you rely on the information, you do so subject to those restrictions on the basis on which the information is provided.
- 15.4 We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 15.5 Unless specifically agreed with you otherwise, we will have no liability for:
- 15.5.1 any equipment, software or associated user documentation which any person other than us produces at any time for use, or which can be used, in connection with the Service; and
- 15.5.2 any services through which you access the Service or which you access through the Service which are not controlled by us.
- 15.6 We shall not be responsible to you if we fail to comply with any of the Terms or you suffer any loss:
- 15.6.1 due to circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite efforts to the contrary; or
- 15.6.2 where this is due to our obligations under applicable law.
- 15.7 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms.
- 15.8 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.9 We do not in any way exclude or limit our liability for:
- 17.9.1 death or personal injury caused by our negligence;
- 17.9.2 fraud or fraudulent misrepresentation;
- 17.9.3 for any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.
- 16.2 You can only register one mobile number (which must be registered with a United Kingdom operator) against your Account in order to receive SMS Alerts. Joint Account holders can each register their respective mobile phone numbers for SMS Alerts.
- 16.3 Holders of an Account with any of the attributes listed in clause 14.2 above will not be able to register for SMS Alerts.
- 16.4 It is your responsibility to check that your mobile number is correct and kept up-to-date in order to receive SMS Alerts.
- 16.5 There may be a delay between registering for SMS Alerts and the Service becoming active on your Account.
- 16.6 We will not charge you for SMS Alerts but your network operator may charge you for some services (e.g. receiving text messages when you are abroad). Please contact your mobile phone network provider for details.
- 16.7 SMS Alerts will only be sent in the following circumstances:
- 16.7.1 to send you a temporary password; and
- 16.7.2 to inform you of any changes to your Account.
- 16.8 SMS Alerts are sent once and cannot be resent. You will not be able to reply to a SMS Alert.
- 16.9 Subject to clause 16.13 below, SMS Alerts in relation to temporary passwords will be sent immediately on request by you. All other types of SMS Alerts will not be sent outside the hours of 9:00am and 6:00pm (Monday to Friday excluding public and bank holidays).
- 16.10 SMS Alert support will be available by calling our Customer Service Team, Monday to Thursday 8:00am-7:00pm, Friday 8:00am-6pm and Saturday 9:00am-2:00pm. SMS Alert support will not be available on Sundays or any public or bank holidays. Alternatively, and subject to clause 6 (above), you can send us a secure message via the Service portal and we will do our best to reply to you within three (3) Working Days.
- 16.11 SMS Alerts are designed for use in the United Kingdom. If you take your mobile phone outside the United Kingdom without suspending SMS Alerts, you shall be deemed to authorise us and your network operator to transmit such information and store information in such countries or territories as are necessary to send SMS Alerts to your mobile phone. You will be responsible for any charges you incur as a result of receiving SMS Alerts whilst abroad.
- 16.12 It is a good idea to check whether you are allowed to receive financial information or encrypted information through your mobile phone while you are outside the United Kingdom as it may be unlawful to receive SMS Alerts in some countries. If in doubt, you should suspend SMS Alerts while you are outside the United Kingdom. You will be liable if you break any foreign laws, and for any loss that you cause to us as a result.
- 16.13 The SMS Alert Service may be temporarily unavailable due to maintenance from time to time. Wherever possible we will try to let you know in advance, however this may not always be possible. There may be delays in transmission during peak usage.
- 16.14 We are not liable for any failure or delay in transmission or any other aspect of the SMS Alert service caused by reasons outside our control. Some examples of this, but not an exhaustive list, are:
- 16.14.1 your mobile phone is switched off;
- 16.14.2 your mobile phone is out of range or roaming;
- 16.14.3 your mobile phone has been lost or stolen;
- 16.14.4 you change your mobile phone number without informing us;
- 16.14.5 any failure and/or delay concerning your mobile phone operator's network; or

## 16. SMS Alert

- 16.1 To start receiving SMS Alerts on your mobile phone you need to register your mobile phone number with us by either:
- 16.1.1 registering for the Service;
- 16.1.2 applying for a new Account;
- 16.1.3 sending us a secure message via the Service portal; or
- 16.1.4 contacting the Customer Services Team.

- 16.14.6 any illegal act of a third party acting which compromises the security of your mobile operator's network or your mobile phone.
- 16.15 All information we give you and all communications via SMS Alerts will be provided in the English language.
- 16.16 SMS Alerts are accurate when they are created by the system. The funds available in your Account may change before and/or after you receive a SMS Alert.
- 16.17 You are responsible for the security of your mobile phone. You must take all reasonable precautions to prevent anyone accessing your confidential information. You must report to our Customer Service Team immediately should you:
  - 16.17.1 lose your mobile phone; or
  - 16.17.2 think your mobile phone's security has been compromised.

We will not be liable for any disclosure of confidential information where you have not complied with this.

- 16.18 If you change your mobile phone or provide it to another person to provide repairs, it is your responsibility to ensure that all SMS Alerts (and any Security Details) have been properly deleted and removed from the device. You should also suspend the SMS Alert Service if your mobile phone is being repaired. Think carefully before you link other devices (such as tablet computers, laptops and other computers) to your mobile phone which allow you to receive SMS Alerts on those devices, as you are also responsible for the security of those devices and taking reasonable precautions to prevent anyone accessing your confidential information on those devices. You should not link to a device which is shared with another person.
- 16.19 If you would like to make administrative changes to your SMS Alerts you can send us a secure message via the Service or contact our Customer Service Team.
- 16.20 If you contact us to change the mobile number you have registered with us, for your security, before we make any changes, we will ask you to identify yourself using our usual checks, in addition to asking you to confirm the last four digits of your Nominated Bank Account.
- 16.21 You may cancel your SMS Alerts at any time by de-registering through the Service or by contacting our Customer Service Team.
- 16.22 We may cancel your SMS Alert immediately:
  - 16.22.1 if you no longer have an Account with us; or
  - 16.22.2 on 60 days' notice if we withdraw our SMS Alert offering; or
  - 16.22.3 by notice to you if you commit a material breach of the General Terms.

## 17. Changes to the Terms

- 17.1 We may change these Terms and any special condition(s) applying to particular Accounts for any valid reason where we reasonably believe a change is appropriate. Any change to these Terms to your disadvantage will apply only after we have given you at least 30 days' advance personal notice, in accordance with clause 3.7 above, before the change takes effect and you may close or switch your account without charge within 60 days from notification. For any other changes we will notify you within 30 days' of the change via our website [www.kentreliaance.co.uk](http://www.kentreliaance.co.uk) and notices will be displayed in our branches. Accidental omission to exhibit a notice of the variation at any branch(es) shall not affect the validity of the variation which the notice would have announced. In the event we wish to charge a fee for the Service, or any subsequent change of fee, you will be notified in accordance with clause 8.2 above.

- 17.2 You will be treated as accepting any change(s) we make unless you tell us (before the change(s) come into effect) that you want to terminate your agreement with us and not accept the change(s).

## 18. Ending this agreement

- 18.1 Unless the product literature for your account requires it to be operated online, you can contact the Customer Service Team to notify us that you no longer want to use the Service. You can notify in writing or by sending a secure message via the Service. If you advise us by telephone, we may ask you to confirm your instructions in writing. The notification will not be effective until we have received it. We will continue to carry out any transactions you have already authorised unless you ask us not to do so and the period for amending or cancelling those transactions has not passed.

## 19. Termination of the Service

- 19.1 We may, where we consider it appropriate for you or your protection, suspend, withdraw, de-register or restrict the use of the Service or any part of the Service, including but not limited to where:
  - 19.1.1 you do not log in and use the Service within three months of first registering;
  - 19.1.2 you have not used the Service for over 13 months;
  - 19.1.3 the equipment you use to access the services poses any kind of threat to the Service; or
  - 19.1.4 you no longer hold an Account with us.
- 19.2 We will tell you as soon as practicable if we take such action. If we de-register you from using the Service, you will need to re-register if you wish to use the Service in the future. We may also end the service or any part of the service at any time by giving you at least 30 days' notice.
- 19.3 We reserve the right to terminate the service to you if we consider the Service has been misused and/ or you are in breach of these Terms and/or the General Terms.

## 20. Not enforcing the Terms

- 20.1 If any part of the Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms. We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. If we do not enforce any of the rights we have under these Terms, or if we delay in enforcing them, that does not stop us from taking any action to enforce our rights in the future.

## 21. How we use your information and who we share it with

- 21.1 Full details of how we and other members of the Group process your data can be found in the General Terms.

## 22. Governing law and language

- 22.1 For products/services held in the UK, the Terms are governed by the laws of England and Wales as are our dealings with you until the time your product/service is opened. You submit to the exclusive jurisdiction of the courts of England and Wales.
- 22.2 All communication we send to you will be in the English language.

## 23. How to make a complaint

- 23.1 We aim to resolve all complaints by close of business on the third working day after the complaint is received.
- 23.2 If this is not possible, we will acknowledge your complaint in writing promptly (no later than five working days from the date we received your complaint), to confirm that we are investigating and next steps.
- 23.3 Kent Reliance has eight weeks to resolve your complaint. Within this time, we will keep you updated on the progress of our investigation in accordance with the Financial Conduct Authority's Dispute Resolution rules.
- 23.4 If we are unable to resolve your complaint through our internal procedure, we will write to you detailing our decision and your right to appeal to the Financial Ombudsman Service.
- 23.5 Information about our complaints procedure and the Financial Ombudsman Service can be obtained in our leaflet "How we'll put things right" which is available via our branches, Head Office, or website. Financial Ombudsman Service information will also be detailed within our correspondence to you at the eight week / final response stage of your complaint.

## 24. Contact us

- 24.1 If you want to contact a member of the Customer Services Team please call us on 0345 120 3223 or +44 (0)1634 848944. Alternatively you can send us a secure message via the Service portal.

For customer service and training purposes, calls with Kent Reliance may be monitored and/or recorded.

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