

SAVINGS

Halifax Guaranteed Saver

Account features

Account conditions

(including Halifax Guaranteed Saver Reward conditions)

 **BANK OF SCOTLAND**

Welcome

The conditions in this leaflet starting on page 5, (including the account features on page 3) apply to your Halifax Guaranteed Saver account. They explain how your account works. We have tried to make the conditions clear and easy to understand.

There are also some conditions which apply to your account under general law (including legislation and regulations made under legislation). These are not set out in this leaflet.

Extra conditions may apply to some of the services which are available on Halifax Guaranteed Saver accounts. We will tell you about these when you ask to use the service.

If you want to know about the charges that may apply to your account, please ask for a copy of our interest rates and account charges leaflet for your account.

Conditions 18 and 19 of the account conditions explain when we may change the conditions, charges and interest rates for your account and how we will tell you about the changes.

You and your account are protected under the Data Protection Act and covered by the Financial Ombudsman Service. We are members of the British Bankers' Association.

You should keep this leaflet in case you want to check the conditions that apply to your account.

Halifax Guaranteed Saver

Key features

- Variable interest rates
- Up to two personal account holders, who must be resident in the UK
- Only one account per person held in your sole name, or in joint names, but not both
- Can be used in our branches, through our cash machines, over the telephone or online.

Interest

- On and after 17 July 2008, provided you keep at least £2,500 in your account, the interest rate is guaranteed to be no lower than 0.50% below the Bank of England bank rate until at least 1 January 2013
- If you do not keep at least £2,500 in your Halifax Guaranteed Saver account, the interest paid will be at least the same as Halifax Instant Saver
- Interest paid annually on the anniversary of your account opening, added to your account or, if you choose, transferred to another account. (If your interest is transferred to another account, that will not count as a withdrawal.)

Minimum deposit to open

- £2,500. (This does not apply to under 21s).

Statements and further deposits

- Statements are sent annually on the anniversary of account opening or within 90 days of your account being used
- You can pay into your account at most of our cash machines, in our branches, over the telephone or using our online service.

Withdrawals/closure

- Unlimited withdrawals
- Withdrawals of up to £300 a day can be made at cash machines
- Withdrawals for a minimum of £300 cash or £300 banker's draft can be made over branch counters.

Halifax Guaranteed Saver Reward

Key features

- Halifax Guaranteed Saver Reward is a different account to our Halifax Guaranteed Saver. It is only available for limited periods, and the Reward rate and conditions will only apply for a set length of time.
 - Reward interest rate applies for a year following receipt of your opening deposit. You must open and pay at least £500 into your account on the same day to qualify for Halifax Guaranteed Saver Reward.
 - The variable reward interest rate is calculated at the end of the 12 month reward period if the conditions of the offer have been met. Until that time, the standard Halifax Guaranteed Saver interest rate will be displayed when viewing your account online.
 - To qualify for the Reward interest rate you must keep your Halifax Guaranteed Saver Reward open with at least £500 in it. You can make an unlimited number of deposit and withdrawals.
 - If you close your Halifax Guaranteed Saver Reward account during the reward year, providing you meet the Reward conditions then you will earn the Reward interest rate up to the point of closing your account. (If your balance falls below £500, then the standard Halifax Guaranteed Saver variable interest rate and conditions will apply. Once the standard Halifax Guaranteed Saver conditions apply, if you have less than £2,500 in your account then you will receive a lower rate, at least the same as Halifax Instant Saver.)
- Please note that the Halifax Guaranteed Saver conditions apply in addition to the specific Halifax Guaranteed Saver Reward conditions, but if there is any inconsistency the Halifax Guaranteed Saver Reward conditions apply.

It's easy to get in touch

You will see that at various points in the conditions we ask you to contact us by phone. The telephone numbers you may need are as follows:

1. To check the exchange rate that will apply if money is transferred to your account in a foreign currency (condition 7) – **08452 46 00 06 (Mon-Fri 8am to 10pm, Sat & Sun 10am to 8pm)**
2. To report the loss of your passbook (condition 11.1) – **08457 20 30 99 (24 hour)**
3. To report the loss of your card (condition 11.3) – **08457 20 30 99 (24 hour)**
4. To report that your security details for the telephone service may have been compromised (condition 11.4) – **08457 26 36 46 (Mon-Fri 8am to 8pm, Sat 8am to 4pm, Sun 9am to 4pm)**
5. To report that your security details for the online service may have been compromised (condition 11.5) – **08456 02 00 00 (24 hour)**
6. To report any unauthorised or incorrect transactions on your account (condition 13.1) – **08457 26 36 46 (Mon-Fri 8am to 8pm, Sat 8am to 4pm, Sun 9am to 4pm)**

Halifax Guaranteed Saver Account Conditions

1. Words with special meanings

In these conditions 'we' 'us' and 'our' means Bank of Scotland plc. Halifax is a division of Bank of Scotland. Your 'account' is your Halifax Guaranteed Saver account with us. In addition, we have put the following words in **bold** type because they have a special meaning throughout these conditions.

- **authorisation, authorise and authorising** is the process set out in these conditions by which you authorise us to carry out **transactions** on your account
- **automated payments** include automated payments to and from your account and include Bacs, **CHAPS, standing orders**, internal payments between your accounts with us, payments made using the Faster Payment Service and payments made through our **online service**. (Not all **automated payments** are available on all accounts.)
- a **bank working day** is any day between 9am and 5pm which is not a Saturday, Sunday or English bank or public holiday
- **banker's draft** is a type of payment similar to a cheque issued from our own account which we provide for you. (**Banker's drafts** are sometimes called 'counter cheques' or 'branch suspense cheques'.) We will take the amount of the **banker's draft** out of your account at the same time as we write or print the draft
- your **card** is any card that we give or send to you to use with your account to withdraw money from a cash machine or from one of our branches
- a **card transaction** is any **transaction** you make using your **card**, for example, to get cash out of a cash machine
- **CHAPS** stands for the Clearing House Automated Payment System and is an electronic process for bank to bank same day payments made within the United Kingdom
- **online service** is our service which allows customers who have signed up for the service to access information and services and make payments on their account over the internet. (Not all online transactions are available on all accounts)

- **payee** is the person to whom you make a payment
- **payment account** means a payment account as defined in The Payment Services Regulations 2009 and the regulatory guidance that applies to those Regulations. We will tell you if we treat your account as a **payment account** in the **special conditions** for your account
- **reference rate** means any rate which is linked or set against an externally set interest rate such as Bank of England Bank Rate
- **security details** are the security details we give you, or which you choose, which allow you to access information; obtain services and facilities; and undertake **transactions** on your account and include:
 - the passwords and/or username used to confirm your identity when using the **online service**
 - the additional security details we set for you when using the **online service**
 - your PIN which is any Personal Identification Number we give to you, or which you choose, to use with your **card**
- any **special conditions** for your account are included in the main conditions booklet for your account, the interest rates and charges leaflet for your account or a letter from us
- **standing order** is an instruction you give to us to make payments, usually on a regular basis, to a specified bank or building society account. (You can receive **standing order** payments into your account, but you cannot make them out of your Halifax Guaranteed Saver account.)
- **transaction and transactions** are payments of money into and out of your account
- a **withdrawal** is made when we have taken all the necessary steps to carry out your instructions to pay money out of your account (for example, when we have taken the amount of a **banker's draft** out of your account or at your request, have transferred money from your account).

2. The conditions for your account

- 2.1 Our agreement with you for your account is made up of these conditions, any **special conditions** applying to your account, the other provisions within this booklet, the interest rates and

charges leaflet for your account and your application form, and includes any changes to those documents made in accordance with these conditions.

- 2.2 Where a **special condition** is not consistent with these conditions, the **special condition** will apply.

3. How do you use your account?

- 3.1 You can only use your account as a personal account. You can only have one Halifax Guaranteed Saver account with us. It can be held in your sole name, or in joint names, but not both. You cannot use your account as a club, charity, trust, company, partnership, sole trader or other kind of business account. You must be resident in the UK to have an account, and you must be at least 11 years old.

- 3.2 We do not have to accept that anyone, apart from you, has any right to or interest in the money in your account (for example, if you are keeping some or all of the money in your account for someone else).

- 3.3 We will only accept **authorisation**, or any other instructions on your account from:

- you;
- anyone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt); or
- anyone who you have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority.

- 3.4 We may limit the number of coins you can pay into your account in a day. You should not post cash to us.

- 3.5 You may not have more than five **banker's drafts** in a day from your account and any other savings or Cardcash accounts you have with us. If your account is a joint account, this condition applies to all of you jointly and each of you separately (see condition 16.2). So, if you have a **banker's draft** from your account and one of you also

has a Cardcash account, he or she may only have four **banker's drafts** from the Cardcash account on the same day.

- 3.6 If you have a standard Guaranteed Saver account with us, you can make an unlimited number of **withdrawals** from your account. If you have one of our Halifax Guaranteed Saver Reward limited offer products, then for the reward period the **special conditions** for the offer will apply, and may limit the number of withdrawals you can make (see condition 2.2). Closing your account is classed as a withdrawal.

- 3.7 You may withdraw a minimum of £300 cash or £300 **banker's draft** over our branch counters. Any cash withdrawals of below £300 must be made at a cash machine.

- 3.8 We may limit the amount you or someone else can pay into your account if we think this is necessary to comply with our legal or regulatory obligations or due to the way our computer system works.

- 3.9 We may limit the amount you can take out of your account in any month if we think this is necessary to comply with our legal or regulatory obligations, or where we reasonably consider this is necessary to protect our business in extreme circumstances. In the latter case we will respond proportionately to the circumstances in question and will take reasonable steps to ensure that the restrictions are lifted as soon as possible to minimise the inconvenience to you.

- 3.10 Subject to any restrictions in the **special conditions** for your account and these conditions, the following type of **transactions** are available to our Halifax Guaranteed Saver customers: **banker's drafts**; cheque payments in; payments in and withdrawals of cash; **card transactions** and **automated payments** (except for **standing order** payments out of your account).

4. If money is paid into your account, how long do you have to wait before you can take it out?

4.1 The following table sets out the details of when you can withdraw funds paid into your account (except for cases where special arrangements apply referred to in condition 5.8).

| Type of payment | Where paid in | When you can withdraw funds |
|-----------------|--|--|
| 1. Cash | In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-in before 4pm | Same day (If paid in after 4pm through an Express Pay-In, or after 5pm in branch or using an Immediate Deposit Machine, or on a non bank working day , the following bank working day) |
| | Cash machines in England (except Berwick and Wooler), Wales and Northern Ireland | Three bank working days later (not including the day of deposit) e.g. pay in Monday withdraw Thursday |
| | Cash machines in Scotland and in Berwick and Wooler | Next bank working day (not including the day of deposit) e.g. pay in Monday withdraw Tuesday |
| 2. Cheques | In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-In before 4pm or by post received before 5pm | Six bank working days later (not including the day of deposit) e.g. pay in Tuesday withdraw Wednesday of the following week (If paid in after 4pm through an Express Pay-In, or after 5pm in branch, through an Immediate Deposit Machine or by post, the six bank working day period will start to run on the next bank working day) |
| | Cash machines (England, Wales, Northern Ireland and Scotland) | Seven bank working days later (not including the day of deposit) e.g. pay in Saturday withdraw a week after the following Tuesday |

4.2 If you pay a cheque into your account and we let you take some or all of the amount of the cheque out of your account, that does not mean that the cheque has been paid by the paying bank. If the cheque is returned to us without it being paid we may take the amount of the cheque out of your account, unless more than six **bank working days** have passed since the day you paid the cheque in. After six **bank working days** have passed we cannot take the amount of the cheque out of your account unless you have been a knowing party to fraud.

If you want to be sure that a cheque has been paid before six **bank working days** have passed, you should ask us to deal with the cheque by our 'Special Presentation' service. If you use this service and we confirm to you that the cheque has been paid, you can be sure that the funds are available for **withdrawal**. You should use this service where it is particularly important for you to know that the cheque has been paid, for example, if the cheque has a high value.

4.3 Special arrangements apply in certain cases: see condition 5.8.

4.4 If **automated payments** are paid into your account, then you can withdraw the funds as soon as they are received by us. If the **automated payment** is processed through the Bacs clearing cycle, it will normally take 3 **bank working days** to arrive in your account. If the **automated payment** is made to your account directly from another account with us, then you can withdraw the funds as soon as they arrive in your account, which could be any time up to 3 **bank working days** from the time of sending.

4.5 You will be able to receive payments made to your account using the Faster Payment Service if the payment is being made from an account held at a bank which offers this service. Under the

Faster Payment Service, payments will normally be credited to your account within 2 hours, but could take up to 3 **bank working days**. Customers sending Faster Payments will be advised of timescales at the time of sending. Funds paid into your account using the Faster Payment Service can be withdrawn as soon as they arrive in your account.

- 4.6 The timings in this condition 4 apply where the currency of the payment is sterling. For payments in other currencies these timings do not apply. Please ask us for details.

5. Paying interest

- 5.1 If the money in your account is at least the minimum amount we set for paying interest, we will pay interest on your balance at the rate or rates we set out in the interest rates and charges leaflet for your account. We may fix a new or changed minimum amount under condition 18. We may pay different rates of interest to different categories of customer (for example, our younger customers). You can ask for details of the current minimum amount and interest rates for your account at any of our branches. Any change to the interest rate on your account must be made in accordance with condition 18.
- 5.2 The following table shows when interest will be paid on any payments into your account (except for cases where special arrangements apply referred to in condition 5.8).

| Type of payment | Where paid in | Interest will be paid on the amount of a payment into your account from |
|-----------------------|--|---|
| 1. Cash | In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-In before 4pm | Following day (If paid in after 4pm through an Express Pay-In, or after 5pm in branch or through an Immediate Deposit Machine, or on a non bank working day , the day after the following bank working day) |
| | Cash machines in England (except Berwick and Wooler), Wales and Northern Ireland | If paid in before 4pm on a bank working day , the following day (If paid in after 4pm or on a non bank working day , the day after the following bank working day) |
| | Cash machines in Scotland and in Berwick and Wooler | The day following the bank working day after the day of deposit |
| 2. Cheques | In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-In before 4pm or by post received before 5pm | Two bank working days later (not including the day of deposit) e.g. pay in Tuesday receive interest from the Thursday of the same week (If paid in after 4pm through an Express Pay-In, or after 5pm in branch, through an Immediate Deposit Machine or by post, the two bank working day period will start to run on the next bank working day) |
| | Cash machines (England, Wales, Northern Ireland and Scotland) | Three bank working days later (not including the day of deposit) e.g. pay in Tuesday receive interest from the Friday of the same week |
| 3. Automated payments | Automatically through the UK banking system, including automated payments using telephone or online banking | Following day |

- 5.3 Special arrangements apply in certain cases: see condition 5.8.
- 5.4 The timings in this condition 5 apply where the currency of the payment is sterling, or where we convert the payment to sterling before paying it into your account.
- 5.5 Subject to any special conditions (for example if you have one of our Halifax Guaranteed Saver Reward limited offer products) we work out the interest daily and pay it into your account on the anniversary of the date you opened your account. Before we pay it in, we will take off any interest you owe us from your account having an overdrawn balance (under condition 14.4).
- 5.6 We will stop paying interest on the amount of a **withdrawal** the day after it is made.
- 5.7 If you or we close your account in accordance with condition 17 we will follow the steps in condition 5.5 to work out the interest we have to pay you on the day your account is closed (also see condition 14.5), unless we have allowed you to transfer the total balance of your account to another account.
- 5.8 Special arrangements apply to:
- cash in foreign currencies;
 - cheques in foreign currencies or from foreign banks; and
 - cash or cheques paid in at any of our branches that are not in the UK.
- If you need any more information, ask us for details.

6. When can we take money out of your account and how long does it take?

- 6.1 We can take money out of your account to cover:
- each **withdrawal**;
 - each cheque and any other item which is paid into your account but is later returned to us unpaid;
 - the interest which you have to pay us on any overdrawn amount;
 - any charge which you owe us on your account; and

- any loss or expense we suffer in connection with your account unless conditions 12.1, 12.2 or 12.8 apply (these conditions set out when you may not be fully liable for the loss or misuse of your account).

We may do any of these if your account is in credit or overdrawn or if it goes overdrawn because of the amount that we take out of your account. We can also take money out of your account under conditions 6.12, 6.13 or 6.14 (these conditions explain our right to set off amounts in your account against other amounts you owe us).

- 6.2 Your instructions to carry out a **transaction** will be received by us as follows:
- for **card transactions** (other than cash deposits made at a cash machine) at the time we receive the **transaction** instruction from the cash machine operator;
 - for all other **transactions** communicated directly to us, at the time you ask us to complete the **transaction**;
 - for cash deposits made at a cash machine, at the time we carry out the necessary steps to process the **transaction**; and
 - in each case where the **transaction** is appropriately **authorised** by you in accordance with condition 6.3.
- 6.3 Before we carry out any **transactions** these must be **authorised** by you in one of the following ways:
- by inserting your **card** and (as required) inputting your **security details** to make a request for a **withdrawal** at a cash machine or any of our branches;
 - orally or in writing by providing your account details or your **card** to us or one of our representatives requesting a **withdrawal** or to transfer money from your account; or
 - providing your account details to arrange an **automated payment** from the account. (Not all **automated payments** are available on all accounts).

The **authorisation** for a **transaction** can only include a single **transaction**. You cannot make a series of recurring **transactions** from your account.

6.4 In the event that a **transaction** is not **authorised** in accordance with condition 6.3, you may **authorise** a **transaction** after it has been made by providing consent to the **transaction** orally or in writing to us.

6.5 Where we receive your instructions to carry out a **transaction** in accordance with condition 6.2 and your instructions are received before 5pm on a **bank working day** (or 1.30pm if you want to make a **CHAPS** payment), we will treat your instructions as having been received that day. For any instructions received after 5pm (or 1.30pm for a **CHAPS** payment) on a **bank working day**, or received by us on a non **bank working day**, your instructions will be treated as having been received by us on the next **bank working day**. For example, if we receive your instructions to make an **automated payment** at 5.30pm on Tuesday, we will treat those instructions as having been received on Wednesday for the purposes of determining when the money is transmitted (provided both Tuesday and Wednesday are **bank working days**).

6.6 If you have requested an **automated payment** to be made from your account, in order to make sure it is paid, you must ensure that there are sufficient funds in your account by the end of the **bank working day** before your payment is due to be taken from your account. We can take the payment from your account at any time during the **bank working day** on which payment is due to be taken from your account, so in order to make sure it is paid you must ensure that you keep sufficient funds in your account for the whole of that **bank working day**.

6.7 Where you instruct us to undertake a **transaction** which is an **automated payment** the money will be available to the **payee**:

- (unless the **transaction** is initiated by a paper-based authorisation process)

within 3 **bank working days** after the day we receive your instructions under condition 6.2;

- where the **transaction** is initiated by a paper-based authorisation process, within 4 **bank working days** after the day we receive your instructions under condition 6.2;
- for any payments transmitted in the European Economic Area (other than in the United Kingdom), the fourth **bank working day** after the day we receive your instructions;
- for any payments transmitted outside the European Economic Area, these timings do not apply. Please ask us for details.

Subject in each case to the provisions of condition 6.5 where your instructions are received after 5pm (or 1.30pm for a **CHAPS** payment) or on a non **bank working day**.

6.8 Where you wrongly identify the person or account (including account number and sort code) to which a payment should be made, we will make reasonable efforts to recover the payment made, but we will not be liable for any losses which may be incurred by you. We may ask you to pay a fee to cover our costs of tracing the payment.

6.9 **Authorisation** to a **transaction** may not be withdrawn (or revoked) by you after the time your **authorisation** has been received. However, if we agree to carry out a **transaction** on a date later than the date it was **authorised**, your authorisation can be withdrawn (or revoked) provided the notification of cancellation is received by us no later than close of business on the **bank working day** before the date set for execution.

6.10 **Important:** You cannot stop a **banker's draft**.

6.11 We can refuse to carry out a **transaction** if we reasonably think that:

- we are required to do so by law;
- your account is being used for illegal purposes;

- you are not keeping to these conditions or the **special conditions**;
- you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
- you apply to a court for an interim order (that is, a court order which gives you temporary protection from claims made by somebody you owe money to);
- a bankruptcy order is made against you or we think that one is likely to be made;
- an administration order has been made under the appropriate legislation, which covers how you are to repay money which you owe;
- the relationship between you and us has irretrievably broken down (for example if you have been threatening or abusive to our staff);
- there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money held in your account (including a disagreement between the account holders on a joint account);
- the terms of another account you have prevent completion of the **transaction**;
- action is taken by a third party which prevents us from executing the **transaction**;
- there are technical issues which prevent us from executing the **transaction**;
- your **card or security details** (or any other mechanism we provide to you for accessing your account) have been lost, stolen or are being used by someone else or your account is being used illegally or fraudulently;
- the **transaction** is not properly **authorised**;
- there are insufficient funds in your account to cover the **transaction**;
- circumstances beyond our reasonable control prevent us from offering a normal service (such as an act or threat of terrorism, computer failure or industrial action).

In the case of the last bullet above, we will respond proportionately to the circumstances in question, will take reasonable steps to ensure that the restrictions are lifted as soon as practicable to minimise the inconvenience to you and will, if practicable, give advance notice. In all other cases, we will notify you either verbally or in writing when we have done this at the earliest opportunity, and in any event no later than the end of the third **bank working day** following the time of receipt of your instructions (unless it is unlawful for us to do so or would compromise our reasonable security measures). Following receipt of this notification you can contact us at any of our branches or on the telephone for details of how to rectify any errors.

- 6.12 If your account is held in your sole name and any money is overdue for payment on any other account you have with us (whether it is in your sole name or jointly with someone else) we may take the money you owe us out of your account. If we think this would be fairer to you, then, rather than taking the money you owe immediately, we may keep enough of any money you ask to withdraw during a fixed or special offer term, or which is in the account at the end of the fixed or special offer term, to cover the amount you owe at that time. We can do this without giving you notice.
- 6.13 If your account is held jointly and any money is overdue for payment on any other joint account you both have with us, we may take the money you owe us out of your account. If we think this would be fairer to you, then, rather than taking the money you owe immediately, we may keep enough of any money you ask to withdraw during a fixed or special offer term, or which is in the account at the end of the fixed or special offer term, to cover the amount you owe at that time. We can do this without giving you notice.
- 6.14 If your account is held jointly and any money is overdue for payment on any other account either of you have with us, whether in your sole name or in joint

names, we may take the money you owe us out of your account. If we think this would be fairer to you, then, rather than taking the money you owe immediately, we may keep enough of any money you ask to withdraw during a fixed or special offer term, or which is in the account at the end of the fixed or special offer term, to cover the amount you owe at that time. We can do this without giving you notice.

We will not take the money from an account which, according to our records, you are holding on behalf of someone else (for example, as trustee or executor).

7. International payments into and out of your account

- 7.1 If you receive money into your account in a foreign currency, we will change the amount of the payment into pounds sterling on the date that we pay it into the account. The exchange rate that will apply is our Retail Reference Exchange Rate for incoming payments. We may also make a charge for this service as set out in our interest rates and charges leaflet for your account. Further details of the current exchange rate used can be obtained by telephoning the relevant number at the front of this booklet.
- 7.2 Where you instruct us to convert any payment or **withdrawal** into another currency, this is not covered by these conditions. Separate conditions and full details will be provided to you at that time.
- 7.3 We can make immediate changes to our Retail Reference Exchange Rate.

8. Paying a cheque into your account

- 8.1 If you want to pay a cheque into your account it must be made out to you. We will not pay a cheque into your account unless you are named on the cheque as payee.
- 8.2 If you want to pay a cheque into your account:
- more than six months after the date on the cheque; or
 - after the expiry date (if there is one shown on the cheque);

you will have to ask the person who made it out to you to write a new cheque or re-date the old cheque and put their initials next to the change. If you give us an out-of-date cheque, we may return it to you.

9. About your card and PIN

- 9.1 Any **card** issued on your account belongs to us. You must show your **card** to us when we ask you to. You will need to show us your **card** if you wish to make a **withdrawal** or undertake other **transactions** on your account at any of our branches. We may send you a replacement or new **card**.
- 9.2 We will tell you what you can use your **card** for.
- 9.3 You must sign your **card** as soon as you get it.
- 9.4 Unless conditions 9.14 or 9.15 apply, you may use your **card** to make **card transactions**. We will pay for any **withdrawals** which you make by using your **card** by making an **automatic transfer** from your account.
- 9.5 You may give your **card** back to us at any time.
- 9.6 Unless it is our fault, if someone refuses to accept your **card** or keeps it, we will not pay you for any loss you suffer (for example, if a cash machine keeps your **card**).
- 9.7 You can use your **card** to get up to £300 in cash a day out of your account from a cash machine. For example, you can withdraw £50 from one cash machine in the morning and no more than £250 from any other cash machine on the same day (as long as your account does not go overdrawn).
- 9.8 If your account is a joint account, we will only agree to give or send either of you a **card** if we have agreed with you that we can accept the instructions or signature of either one of you.
- 9.9 We will give you a PIN to use with your **card** at a cash machine.
- 9.10 When you get the PIN, you should change it to a number that you will remember easily. We will tell you how to do this.

- 9.11 You must take all reasonable steps to keep your PIN secret at all times. You must:
- take every care to stop anyone else using it;
 - immediately destroy the piece of paper which we send you to tell you what your PIN is; and
 - not write your PIN on your **card** or anything kept with it.
- 9.12 If you do write your PIN down, you must disguise it so that no one else will know that it is a PIN.
- 9.13 You must:
- take care to keep your **card** safe, and to prevent it from being lost, stolen or used by anyone else;
 - take every care to stop anyone else using your **card**;
 - only tell or show someone the numbers printed on your **card** if you need to do so to make a **card transaction**. You can also give the numbers if you report the loss or theft of your **card** or report that your **card** is being used by someone else.
- 9.14 We may stop the use of your **card** and you must return your **card** to us (or to someone acting for us) if we ask you to. For example, we may do this if condition 20 applies or if we believe that:
- your **card** is being used by someone else or we are otherwise concerned about the security of the account; or
 - we suspect the account is being used in breach of these conditions or the **special conditions** in an unauthorised or fraudulent manner.

Where we stop the use of your **card** under this condition 9.14 we will, if practicable, notify you immediately before or, where we cannot notify you immediately beforehand, after stopping the use of the **card** and inform you of our reasons for doing so unless it is unlawful for us to do so or it would compromise our reasonable security measures.

- 9.15 If we ask you to return your **card**, you must not use it again. If you do, we will still have the right to take any **withdrawal** out of your account.

10. Online service

- 10.1 If you use the **online service**, we will let you know what you can use the service for and provide you with any further conditions which apply to it.
- 10.2 Every time you use our **online service** you must give us your username and password and the answer to an additional security question.
- 10.3 Except when you need to tell us your **security details** to use the **online service** you must take all reasonable steps to keep secret your **security details**.
- 10.4 You must not write down, store (whether encrypted or otherwise) on your computer or mobile phone handset your **security details** or anything we give or send you about the **online service** or your account (including your **card**) or anything usually kept with them. If you do write your **security details** down anywhere, you must disguise it so that no one will know that it is your **security details**.
- 10.5 We may stop the use of the **online service**. For example we may do this if condition 20 applies, if we believe that your **security details** are being used by someone else, or we are otherwise concerned about the security of your account, or we suspect the account is being used in breach of these conditions or the **special conditions** in an unauthorised or fraudulent manner.

Where we stop the use of the **online service** under this condition 10.5 we will, if practicable, notify you immediately before, or where we cannot notify you immediately before, after stopping the use of the **online service** and inform you of our reasons for doing so unless it is unlawful for us to do so or it would compromise our reasonable security measures.

11. Protecting your account

- 11.1 **Banker's Drafts** - If a **banker's draft** is lost, stolen, or might be used by someone who should not use it, you must tell us without delay at any of our branches. We will then do what we reasonably can to stop the **banker's draft**.

11.2 **Card** - If you lose your **card**, if it is stolen or you think that someone else might use it, or if you think that someone else knows your PIN, you must tell us as soon as you can by phoning us on the telephone number provided at the front of this booklet or by contacting any of our branches. Someone acting for you (for example a card notification organisation) may contact us on your behalf.

11.3 **Online service** - If you think that someone else knows your **security details** or has used any of them to use our **online service**, you must do the following:

- For your password, change it online as soon as possible. If you have difficulty changing your password, you must contact our Helpdesk immediately on the telephone number provided at the front of this booklet. You can give the Helpdesk your username if you phone them to change your password.
- For your additional security details, you will need to contact our Helpdesk immediately on the telephone number at the front of this booklet to change your additional security details.

11.4 **Online service** – Our **online services** are secure. Disconnecting from the internet or leaving those sites will not automatically sign you off. You must always use the sign off facility when you are finished and never leave your machine unattended while you are signed in. As a security measure, if you have not used the site for more than a specified period of time we will ask you to sign in again.

11.5 We may give the police or any prosecuting authority (for example, the Crown Prosecution Service) any information we reasonably think relevant about the loss, theft or misuse of your **card**, **security details** or a **banker's draft**.

11.6 You must not use your **card** or **security details** if it or they have been reported as lost, stolen, or likely to be used by someone else (although you can give us your **security details** if that is necessary for us to change them). If you find the

card later, you must hand it in at one of our branches straightaway or cut it in two pieces through the magnetic strip on the back. If you use it to make a **withdrawal**, we may still take the amount of the **withdrawal** out of your account.

12. When are you responsible if you lose your card, PIN or security details or they are stolen or are used by someone else?

12.1 You will not be responsible for a **card**, PIN or **security details** being used:

- after you have reported that it is lost, stolen or might be used by someone else (unless it is used by you or on your behalf);
- where we have failed to provide a notification process to you for reporting the loss or theft (we provide this process through the telephone numbers provided at the front of this booklet, and any of our branches), unless this failure was due to our failure to provide the service because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.

12.2 Unless condition 12.1 applies, if you lose your **card**, it is stolen, or you think that someone else might use it, or if you think that someone else knows your PIN or other **security details**, the most you will have to pay us for any loss we suffer because of the use of a **card**, PIN or **security details** will be £50. The £50 limit applies for the period until:

- you or someone acting for you has given us notice under conditions 11.2 or 11.3; or
- you get the **card** back.

This condition does not apply if condition 12.3 applies.

12.3 You may have to pay more than £50 if you have been fraudulent or grossly negligent in connection with the loss or theft of your **card**, PIN or **security details** or in allowing someone else to have your **card**, PIN or **security details**. For example, if you have not followed the instructions in condition 9.11, 9.12, 9.13, 10.3, 10.4 or 11.4 (these conditions set out what steps you should follow to

- protect your **card**, PIN and other **security details** from misuse).
- 12.4 If there is a disagreement between us and you about the loss, theft or use of your **card**, PIN or **security details** we will only be able to get back any loss of more than £50 if we prove the necessary facts.
- 12.5 If you never get your **card** or **security details** from us (for example, if they are lost in the post) we will be responsible for paying the amount of any **withdrawal** made using them.
- 12.6 We will be responsible for any loss on your account which occurs as a result of a fault in a cash machine. We will not be responsible if the fault was obvious to you or you were told about it by a message or notice.
- 12.7 We will not be responsible for any loss or expense which you suffer:
- if your **card** is kept by a cash machine;
 - if your **card** is damaged;
 - if any bank or cash machine refuses to accept it; or
 - if we cannot carry out any **withdrawal**, payment into your account or other **transaction** on your account, or if we cannot provide any services or facilities because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.
- 12.8 In addition in relation to our **online service**:
- If you are a victim of fraud through our **online service** we guarantee that you will not lose any money on your accounts and will always be reimbursed in full.
 - Unless you are a victim of fraud or the payment **transaction** is incorrectly executed, you are responsible for all instructions and other information sent using your **security details**.
 - You will not be held responsible for any instructions or information sent after you have told us that someone knows your **security details** or has used any of them to access our **online service**.

- We do not accept responsibility for any loss you or anybody else may suffer because any instructions or information you send us are sent in error, fail to reach us or are distorted unless you have been the victim of fraud.

13. Refunds

- 13.1 If you become aware of a **transaction** undertaken by **automated payment**, or using your **card**, which has not been properly **authorised** or has been incorrectly executed on your account you must notify us by phoning us on the telephone number provided at the front of this booklet. This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date of the **transaction**. If you do not notify us, you will not be entitled to a refund under this condition 13.
- 13.2 You may be entitled to claim a refund in relation to **transactions** undertaken by **automated payment** or using your **card** where:
- the **transaction** was not authorised; or
 - we are responsible for a **transaction** which was incorrectly executed and you notified us in accordance with condition 13.1;

We will not be liable where we can prove that the **payee's** bank or building society is at fault.

- 13.3 In the case of disputed **transactions** out of your account under this condition the burden of proving fraud or gross negligence will lie with us.
- 13.4 If you are eligible for a refund under this condition 13 we will reimburse you for any charges you have incurred from us as a result of the incorrect execution and interest you have been charged by us for the incorrect execution.

14. Overdrawn accounts

- 14.1 You must not allow your account to go overdrawn. If we charge interest, make charges on your account, or carry out a **withdrawal** or other **transaction** and this makes your account go overdrawn, this does not mean we have agreed to allow you to have an overdraft.

- 14.2 If your account goes overdrawn, we will charge you interest at the rate or rates of interest set by us. You must also immediately pay us the amount that you are overdrawn by (and any charges).
- 14.3 We may change the rate of interest we charge on the amount you are overdrawn by (see condition 18). The current rate is set out in our interest rates and charges leaflet for your account.
- 14.4 We will work out how much interest you owe us for each day your account has an overdrawn balance. On the next day we would be due to pay interest into your account, we will take off any interest which you owe us and pay the difference into your account.
- If you owe us more interest than we owe you, we may:
- carry forward the difference until the next time we pay interest into your account (we explain the date in condition 5.5); or
 - add the interest you owe us to your overdrawn balance (or take it off your credit balance).
- 14.5 If your account is closed, we will follow the steps in condition 14.4 to work out the interest you have to pay us when you close your account. You will also have to pay any overdrawn balance and charges which you owe us.
- 14.6 We may make charges in connection with any overdrawn balance on your account under condition 15.1.
- 14.7 We may also change the amount we charge you, or make new or different charges in connection with any overdrawn balance on your account under condition 18.

15. Charges

- 15.1 We can make charges on your account, and for the services or facilities we make available to you, as set out in the interest rates and charges leaflet for your account as varied in accordance with condition 18 and for services or facilities we make available to you.
- 15.2 We will tell you the charge for a special service when you ask to use it.

16. Joint accounts

- 16.1 Conditions 16.2 to 16.5 apply to joint accounts.
- 16.2 These conditions and the **special conditions** apply to both of you together and to each of you separately. For example, if you owe us any money on your account, we can claim it back from either of you or both of you. Up to two people can apply to invest in a joint account.
- 16.3 We can accept the instructions or signature of either of you. For example, either of you may make a **withdrawal** or close your account. If you have a joint account and you tell us that you only want us to accept instructions from both of you (and not just from one of you), both of you must first return your cards to us. We may then close your account and, if we choose, offer each of you the opportunity to open a new account in just your name.
- 16.4 We may send all written notices, and other information about your account, to the address of the customer whose name appears first in our records of your account. However if you ask us to supply more than one **card**, we will supply one to each of you. You must not use a **card** which we supply to your other joint account holder.
- 16.5 If one of the account holders dies, we will only accept instructions from the other account holder.

17. Closing your account

- 17.1 Your account will remain open until it is closed by either you or us in accordance with this condition 17.
- 17.2 We may terminate this agreement with you and close your account. To do so we must give you at least two months' notice in accordance with condition 19. (We will give you more than two months notice if that is required by a code of practice that applies to us, our regulator or another similar body.)
- 17.3 You may terminate this agreement at any time giving us notice in accordance with condition 19. The **special conditions** may say that if you close your account you will

lose a set amount of money, or may not qualify for a limited offer interest rate. If you lose an amount under the **special conditions**, we may take that sum from the interest we owe you on your account which we have not yet paid. If there is not enough interest that we have not yet paid, we will take this amount from your account.

- 17.4 If you close your account, you must give back your **card** (if we ask for it) and pay us anything you owe on your account (see condition 14.5).
- 17.5 If we terminate our agreement with you and close your account under condition 17.2, we will return your money to you along with any interest we owe you on your account.
- 17.6 If we believe that we have lost touch with each other, for example if letters addressed to you are returned undelivered, and you have not paid money into or taken money out of your account for at least three years, then we can treat your account as inactive, which means we will stop sending you letters, statements or other information until we hear from you.
- 17.7 We can close your account and transfer the money to the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008 if:
- a we have not been able to find you after making reasonable attempts; and
 - b you have not taken any money out of your account or paid any money into it for the past 15 years.
- 17.8 If we close your account under condition 17.7 we will re-open the account if:
- a you ask us to; or
 - b we think it is reasonable to re-open it.
- If we re-open your account, we will pay back any money which was in the account when we closed it. We will reclaim this money back on your behalf from the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008.
- 17.9 If we terminate our agreement with you and close your account:

- we can still take money out of your account, under conditions 6.12, 6.13 and 6.14 (which detail where we can set off the amounts held in this account against other debts you owe us), or to cover any **withdrawal**; and
- you will still have to pay back any overdrawn balance, interest or charges which you owe us on your account.

18. When can we change these conditions, the charges and the interest rates?

- 18.1 If your account is a **payment account**, we can change these conditions, the **special conditions**, the services or facilities on your account, the conditions which apply to any services or facilities on your account, the charges for the day to day running of your account (set out in the interest rates and charges leaflet for your account) and the interest rates applicable to your account for the reasons set out in this condition 18 if we give you at least two months' prior notice of the change. The notice will be given in accordance with condition 19. Where we give you notice of a change under this condition 18.1, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- 18.2 If your account is a **payment account**, we do not need to give you prior notice in accordance with condition 18.1 of any change to the interest rate payable on your account where the change is to your advantage or where the interest rate is linked to a **reference rate**. Where we make such an advantageous change or where a change follows a change to a **reference rate**, we may apply it to your account immediately and we will notify you in accordance with condition 19.4.
- 18.3 If your account is not a **payment account**, we can change these conditions, the **special conditions**, the services or facilities on your account, the conditions which apply to any services or facilities on your

account, the charges for the day to day running of your account (set out in the interest rates and charges leaflet for your account) and the interest rates applicable to your account for the reasons set out in this condition 18 if we give you notice in good time. This will be before the change takes effect if that is required by a code of practice that applies to us, or by our regulator or another similar body. The notice will be given in accordance with condition 19, and we explain in condition 19 how much notice we will give you, and how we will tell you about any changes. However we do not need to give you prior notice of any change to the interest rate payable on your account where this change is to your advantage, or where the interest rate is linked to a **reference rate**. Where we make such an advantageous change it will apply to your account immediately and we will notify you in accordance with condition 19.

18.4 We can change the **special condition** that says whether your account is a **payment account** or not if it is reasonable to make the change:

- a to reflect changes to the law or a code of practice that applies to us;
- b to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, code of practice that applies to us, regulator or similar body on the application of The Payment Services Regulations; or
- c to reflect changes in the way banks and other organisations offering similar services treat the accounts they offer.

18.5 We can change these conditions, the **special conditions**, the services or facilities on your account or the conditions which apply to any services or facilities on your account if it is reasonable to make the change:

- a to reflect changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products or services;
- b to reflect a decision or recommendation made by, or a requirement of, a court,

ombudsman, regulator or similar body or an undertaking given to the Office of Fair Trading;

- c to reflect changes to the law, codes of practice or the way we are regulated;
- d to reflect changes to standards published by other bodies which we agree will apply to your account, or to the services and facilities available on your account;

e to reflect changes in the costs we incur in providing the services and facilities available on your account (including changes in technology we use) because of:

- the reasonable steps we have taken to change our systems for managing those services and facilities; or
- reasons outside our control;

f because:

- we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
- we are going to be taken over or our business acquired by another bank or organisation offering similar services; or
- any of those things has happened; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories;

Where we refer to ‘changes’ in this condition, we mean changes we know or reasonably believe will happen or changes which have already taken place.

g because the service is provided for us by a third party and for good commercial reasons we decide to use another third party or the third party who provides the service no longer does so;

- h to reflect changes in technology or security design;
- i to make improvements which are of benefit to you.

- 18.6 For any valid reason we can make any reasonable changes to these conditions, the **special conditions**, the services or facilities on your account, or the conditions which apply to any services or facilities on your account.
- 18.7 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.
- 18.8 As long as you follow the **special conditions**, if you have an account which pays interest at a fixed rate (for example if you have one of our Halifax Guaranteed Saver Reward limited offer products), we will not change the interest rate on your account during the term of the fixed rate. If you have an account that pays interest at a variable rate which is not linked to a **reference rate**, we can change interest rates if it is reasonable to make the change:
- a to reflect a change or changes in the bank rate (that is the rate set by the Bank of England in connection with its open money market operations);
 - b to reflect a change in LIBOR (that is the London Inter Bank Offered Rate) or LIBID (that is the London Interbank Bid Rate) or equivalent money market rate we use to determine the rates we can offer our retail savings account customers;
 - c to reflect changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products;
 - d to reflect changes in the costs to us of offering retail savings accounts to our customers;
 - e to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the Office of Fair Trading;
 - f to reflect changes to the law, codes of practice or the way we are regulated;
 - g to reflect changes to standards published by other bodies which we agree will apply to your account;
 - h to reflect changes to the way we look after your account or deposit accounts generally (including changes in the technology we use) because of:
 - the reasonable steps we have taken to change our systems for managing those accounts; or
 - reasons outside our control; or
- i because:
- we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
 - we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
 - any of those things has happened;
- and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.
- Where we refer to “changes” in this condition, we mean changes we know or reasonably believe will happen or changes which have already taken place.
- 18.9 We can also change interest rates for any valid reason.
- 18.10 If you have an account which pays interest at a fixed rate we will not change any charges for the day to day running of your account during the term of the fixed rate. For other accounts we can change the amounts we charge you, make new or different charges, and change the way you have to pay charges:
- a to reflect changes to the costs of providing the service or facilities available on your account, including any changes caused by inflation;
 - b we can also change the amounts we charge you, make new or different charges, and change the way you have to pay charges, for any other valid reason.
- 19. What conditions apply to notices about your account?**
- 19.1 We may send all written notices, statements or letters to the last address known to us (including an electronic address if you ask to receive documents

through our **online service** or you and us agree that we may send you information about your account electronically). We will treat them as arriving four days after they were posted (if sent to an address in the United Kingdom) or 10 days after they were posted (if sent abroad). If you receive written information from us online, or you and us agree that we may send you information electronically, we will treat those notices, statements or letters as delivered one day after we send them (or one day after we send the email notifying you that the document is available to view online). If you live abroad, we may ask you to give us an address in the United Kingdom for us to write to you for legal or administration reasons.

- 19.2 You must let us know straight-away if you change your name or address. If you do not let us know, you may have to pay our reasonable costs of finding you or your new address.
- 19.3 Unless these conditions say otherwise, any notices or other communications given under them or the **special conditions** will only be valid if they are in writing.
- 19.4 If your account is a **payment account** and we make a change to the interest rate payable on it which is to your advantage, or which follows a change to a **reference rate**, we will notify you by putting a notice in at least three national daily papers and in our branches, or by writing to you.
- 19.5 If your account is not a **payment account** we will tell you about any changes we make under condition 18.8 to the interest rate which we pay on your credit balance or charge you on any overdrawn balance, by putting a notice in at least three national daily papers and in our branches, or by writing to you. If the change to the interest rate is to your disadvantage then, except where permitted by a code of practice that applies to us, or by our regulator or other similar body (for example if the change is not regarded as material) we will give you notice at least 14 days before the change (or any longer period required by a code of practice that applies to us, or by our regulator or

other similar body). We will also write to you if we are required to do so by a code of practice that applies to us, or by our regulator or another similar body.

- 19.6 If your account is not a **payment account** and we change the interest rate under condition 18.9 (that is to say, we change it for a valid reason not set out in condition 18.8), we will tell you in writing at the earliest opportunity (and at least 14 days before the change, or any longer period required by a code of practice that applies to us or by, our regulator or another similar body). If the **special conditions** say that you must give us a minimum amount of notice to close your account, then for the period of notice on your account you may close your account without notice (and without our taking anything off the balance in your account under condition 17.3). If the **special conditions** for your variable rate fixed term account say that you cannot close your account before the end of a fixed term, or say that if you did close then we would take money off your account under condition 17.3, then for such period (if any) following the date of the notice as a code of practice that applies to us, or our regulator or another similar body say, you may close your account without notice and without our taking anything off the balance in your account under condition 17.3).
- 19.7 If your account is not a **payment account** and we make any change to these conditions, the **special conditions**, the services or facilities on your account or the conditions which apply to any services or facilities on your account which we believe does not disadvantage you or materially change your conditions then, unless condition 19.8 applies, we will tell you about the change in good time by putting a notice in at least three national daily papers, or in our branches, or by writing to you. We will do this at least 30 days before the change, or any longer period required by a code of practice that applies to us, or by our regulator or other similar body. (If the change is beneficial we may allow you to take advantage of it before the end of the 30 day period.) We will also write to you if we are required to do so by a code

of practice that applies to us, our regulator or another similar body.

- 19.8 If your account is not a **payment account** and we make any change to these conditions, the **special conditions**, the services or facilities on your account or the conditions which apply to any services or facilities on your account under condition 18.6 (that is to say, we change them for a valid reason not set out in condition 18.5), or if a code of practice that applies to us, our regulator or another similar body requires (for example because the change is to your disadvantage), we will tell you in writing in good time before we make the change. This will be at least 30 days before, or any longer period required by a code of practice that applies to us, our regulator or another similar body. If the **special conditions** say that you must give us a minimum amount of notice to close your account, or if you have a fixed term account, then at any time before the change to conditions comes into force, and for a further period after that if a code of practice that applies to us, or our regulator or another similar body requires this, you may close your account without notice (and without our taking anything off the balance in your account under condition 17.3). When we write to you, we will tell you how long you have to close your account without our taking anything off the balance.

- 19.9 If your account is not a **payment account** and we change the charges for the day to day running of your account, or if a code of practice that applies to us, our regulator or another similar body requires, we will tell you in writing in good time before we make the change. This will be at least 30 days before, or any longer period required by a code of practice that applies to us, our regulator or another similar body. If the **special conditions** say that you must give us a minimum amount of notice to close your account, then at any time before the change to conditions comes into force, and for a further period after that if a code of practice that applies to us, or our regulator or another similar body

requires this, you may close your account without notice (and without our taking anything off the balance in your account under condition 17.3). When we write to you, we will tell you how long you have to close your account without our taking anything off the balance.

20. What happens if you cannot look after your finances any longer?

- 20.1 If we are satisfied that you cannot look after your finances any longer, we will allow your account to be used by anyone who has authority from a court.
- 20.2 If we allow someone else to use your account under condition 20.1, you may be legally responsible for anything they do.

21. When can we tell someone else about your account?

We may give details of your account or your name and address to anyone else if:

- the law says we must;
- we have a public duty to do so;
- this is necessary to protect our interests; or
- you ask us to give the details to someone else or agree that we can give them to someone else (for example, by signing the application form for your account if it includes an appropriate declaration).

22. What happens if you die?

If you die, and your account is not a joint account, your personal representative can use the account (even if the number of the account changes), and close the account. If your account is a joint account, see condition 16.5.

23. Information on transactions and account statements

- 23.1 We will send you a statement annually on the anniversary of account opening, or within 90 days of your account being used.
- 23.2 You should check your statements and let us know if you think that they include any information which seems to be wrong.
- 23.3 You can request and we will provide you with the following information on each **transaction** carried out by an **automated payment** or using your **card**:

- details of the **transaction** into and out of your account including a reference enabling you to identify the **transaction**;
- the amount of the **transaction**;
- any charges applied to your account in relation to the **transaction**;
- the date of receipt of the **transaction** into your account.

To request this information please ask at any of our branches or by phoning us.

You can also request, and we will provide, you with the above information for cash deposits in our branches, except that this will not enable you to identify the payer.

24.9 Each paragraph and subparagraph in these conditions and the **special conditions** is separate from the others. This means that if we cannot enforce any one paragraph or subparagraph in these conditions or the **special conditions**, this will not affect our right to enforce any other paragraph or subparagraph.

24.10 These conditions and the **special conditions** are part of the legal agreement between you and us for your account.

24.11 This agreement is governed by the law of England and Wales.

24. General

- 24.1 All correspondence and communication in relation to your account will be in English.
- 24.2 You will receive a copy of this booklet when you open an account and at any time you ask.
- 24.3 Unless we agree, you must not transfer, charge or give as security to anyone else:
- your account or any part of it; or
 - any of your rights under these conditions or the **special conditions**.
- 24.4 For administration reasons, we can change any address or phone number in these conditions or the **special conditions**, or the name or number of your account, by giving you notice first.
- 24.5 For similar reasons, it is not a change to the terms of this account if we change the name of any service that we may let you use on your account, without giving you notice.
- 24.6 You must give us an example of your signature if we ask you to.
- 24.7 We may monitor and record phone calls to or from us. We may do this to check any instructions you give us over the phone and to help train our staff.
- 24.8 If we choose not to enforce any term which forms part of these conditions or the **special conditions**, this will not affect our right to enforce the rest of those terms.

Important information

General

'Special conditions' in this brochure are these Important information points and the other terms in the Account features section explaining how Halifax Guaranteed Saver accounts work. This brochure is the main leaflet for these accounts.

Bank of Scotland plc (a bank) is authorised for accepting deposits by the Financial Services Authority. It is entered in the FSA's Register and its Register Number is 169628. Bank of Scotland is licensed under the Consumer Credit Act by the Office of Fair Trading under licence number 0593292. All the information in this and our other booklets, and the Halifax Guaranteed Saver account conditions, are in English which is the language in which we will communicate with you. English law applies to our relationship with you.

The standard central clearing cycle of cheques is 3 bank working days. The time you have to wait before the money can be taken out of your account is longer than this – please see Condition 3 of the account conditions starting on page 6 and condition 4 of the account conditions.

Payment Services Regulations 2009

We will treat standard Halifax Guaranteed Saver accounts as payment accounts (see condition 1). Other than the fourteenth Halifax Guaranteed Saver Reward (available from 1st February 2010), we will not treat Halifax Guaranteed Saver Reward accounts as payment accounts for the Reward period.

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £50,000 each (making a total of £100,000).

The £50,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its and trading names: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, St James's Place Bank and St James's Place Private Bank. Some savings accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £50,000 limit relates to the combined amount in accounts under all of these names.

If you are unsure whether your account is held with Bank of Scotland plc please check your account literature.

Tax

Your interest will either be paid net or gross. If interest is paid net (this means after deduction of income tax, currently 20%), you may claim income tax back from the HM Revenue & Customs if the amount of tax we have taken off is more than you have to pay. Interest will only be paid gross (this means without deduction of income tax, currently 20%), if you are registered with us a non-taxpayer, or the account is a tax-free product. A separate registration is required for each account you hold.

If you are a higher rate taxpayer, additional income tax is due on the interest we pay.

Certain categories of investors, such as limited companies, charities and clubs who are able to provide documentary evidence which can reasonably be taken to support that they fall into these categories may also receive gross interest. The evidence might be the certificate of incorporation for a company or the registered number for a charity.

If a parent gifts money into an account in the parent's name in trust for the child (or in respect of the child) and the interest from this

is more than £100 a year (this will also include where the gift and any interest that has already been paid, added together, gives rise to a gross interest payment over £100) then that interest will count towards the parent's income and be taxable as such. This amount applies to each parent individually but all accounts he or she holds for the child (whether or not they are held with the same bank or building society) will be taken into account. Where a civil partner makes a gift to his/her partner's child then any income arising from that gift is subject to the £100 rule.

Interest

Accounts with balances below £50 receive no interest (unless you appear in our records as being under 21 in which case we will pay you interest at the special rate for young savers).

Savers under 21

A special rate of interest is available on Halifax Guaranteed Saver accounts if you appear in our records as under 21. Interest is paid at the special rate or at the tiered rate of interest (whichever is the higher) on any balances of £1 or more on these accounts.

Transfer of interest

If you ask us to transfer your monthly or annual interest to an account at another bank, building society or other financial institution, we can only do this if that bank, building society or other financial institution has a UK bank sorting code.

We want to make sure that you, and only you take money from your account. So before you withdraw a large amount at one of our branches we'll ask for proof of your identity (ID). You can provide any of the following: DVLA driving licence, passport or credit/debit card (another one from Halifax, Bank of Scotland or from a different provider). Please remember to bring your ID with you. In most cases this will be enough to prove who you are and help keep your money safe.

'Year'

'Year' in respect of Halifax Guaranteed Saver accounts means the period of one year from the day we receive your account opening deposit or, in later years, from the anniversary of the date we received your opening deposit.

Withdrawal arrangements

You can withdraw up to £1,200 a day per account in cash from any of our branches (up to £600 from agencies), or £250,000 by cheque, subject to the account conditions. If you need to withdraw more than these amounts, please tell your branch or agency in advance as special arrangements may need to be made. If you have a Halifax Guaranteed Saver cash card, you can use your card to withdraw up to £300 in cash a day out of your Halifax Guaranteed Saver account from a cash machine. For example, you can withdraw £50 from one cash machine in the morning and no more than £250 from any other cash machine the same day (as long as your account does not go overdrawn).

Halifax Guaranteed Saver Reward

If you have a Halifax Guaranteed Saver Reward account with us there may be a limit on the number of withdrawals you can make during the reward period. Please note that if you carry out a number of withdrawals from your account, each one counts as a separate withdrawal even if they are carried out on the same day. The closure of your Halifax Guaranteed Saver Reward account is classed as a withdrawal.

Only available for limited periods. The Reward conditions apply in addition to the other Halifax Guaranteed Saver conditions. The first Halifax Guaranteed Saver Reward was available from 9 June 2008 to 10 August 2008, the second was available from 15 September 2008 to 31 October 2008, the third was available from 1 November 2008 to 26 November 2008, the fourth was available from 15 December 2008 to 30 December 2008, the fifth was available from 5 January 2009 to 8 February 2009, the sixth was available from 9 February 2009 to 15 March 2009, the seventh was available from 16 March 2009 to 19 April 2009, the eighth was available from 20 April 2009 to 17 May 2009, the ninth was available from 18 May 2009 to 19 July 2009, the tenth was available from 20 July 2009 to 6 September 2009, the eleventh was available from 7 September 2009 to 8 October 2009, the twelfth was available from 9 October 2009 to 3 January 2010, the thirteenth was available from 5 January 2010 to 31 January 2010 and the fourteenth was available from 1 February 2010. Reward interest rates apply for a year following account opening. After the relevant 12 month reward period, the Halifax Guaranteed Saver interest rate and account conditions apply. If

the balance drops below £2,500 (£500 for the thirteenth and fourteenth Halifax Guaranteed Saver Rewards), the Halifax Guaranteed Saver conditions will apply. This means that the rate paid will be at least the same as Halifax Instant Saver.

For Halifax Guaranteed Saver Rewards opened during the limited periods following 5 January 2009, 9 February 2009, 16 March 2009, 20 April 2009, 18 May 2009, 20 July 2009, 7 September 2009, 9 October 2009 and 5 January 2010, if more than four withdrawals are made during the relevant 12 month reward period, the Halifax standard Guaranteed Saver variable interest rate and account conditions apply to your account from the date of the fifth withdrawal.

In addition to the above paragraph, if you do not pay at least £1,000 a month into your qualifying Halifax or Bank of Scotland current account, or hold a Halifax or Bank of Scotland Ultimate Reward Current account, during each month of the relevant 12 month reward period, the Halifax Guaranteed Saver standard interest rate will apply to your Halifax Guaranteed Saver Reward account for the month in which you do not pay at least £1,000 into your qualifying current account.

If you close your Halifax Guaranteed Saver Reward account during the reward year, providing you meet the Reward conditions then you will earn the Reward interest rate up to the point of closing your account.

Please note that the reward interest rate is calculated at the end of the 12 month reward period if the conditions of the offer have been met. Until that time, the standard Guaranteed Saver interest rate will be displayed when viewing your account online.

For a list of the qualifying personal current accounts for these Rewards please see below.

Qualifying personal current accounts

A qualifying Halifax personal current account is a Halifax High Interest Current Account, Halifax Current Account (except for student current account), Halifax Ultimate Reward Current Account (for Rewards up to 26 November 2008 only), or a Halifax Reward Current Account. Qualifying savings accounts and qualifying current accounts must be held in the same name(s), but you will qualify for the offer if one of the accounts is a joint account with someone else and the other is in your sole name.

A qualifying Bank of Scotland personal current account is a Bank of Scotland High Interest Current Account, Bank of Scotland Current Account (except for student current account), Bank of Scotland Ultimate Reward Current Account (for Rewards up to 26 November 2008 only), Bank of Scotland Flexible Plus Current Account (for Rewards up to 19 April 2009 only), Bank of Scotland Flexible Current Account or a Bank of Scotland Reward Current Account. Qualifying savings accounts and qualifying current accounts must be held in the same name(s), but you will qualify for the offer if one of the accounts is a joint account with someone else and the other is in your sole name.

Cancellation under the Financial Services (Distance Marketing) Regulations 2004

You have 14 days starting from the day after your savings account agreement is concluded to give us written notice that you wish to cancel. Notice should be given in writing to: Halifax, PO Box 548, LEEDS LS1 1WU. (You must repay any monies owed and return your card (s)). If you do not exercise your right to cancel you may still close your account as set out in your account conditions. Whenever you cancel, we will repay any credit balance outstanding. There is no charge for cancellation under these regulations and we will pay interest on the account for the time your money was with us.

All information given is correct at date of printing and may change under the account conditions (February 2010).

ADDITIONAL NEEDS

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment, you can use Typetalk whenever you contact us, or contact us using Textphone on **08457 323 436** (lines open 9am – 5pm, 7 days a week). For visually impaired customers, we can provide documents in large print, Braille or on audio cassette. Please speak to a member of staff.

Customer service

We aim to please – but we know that sometimes things go wrong. If you have a problem or complaint relating to your savings account we want to know. In most cases this can be dealt with at your branch or by calling **08457 26 36 46**.

If your complaint is not resolved to your satisfaction, then ring our Customer Complaints Helpline on 08457 25 35 19. A copy of our complaints procedure is available on request. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

General information

We hope that this leaflet has been helpful. Our staff can provide more detailed information and answer your questions about our products and services. Just call into any of our branches.

General customer information

If you'd like more general information then the financial services watchdog – The Financial Services Authority – provides a range of free consumer booklets and factsheets and a Consumer Helpline. Visit their website at www.moneymadeclear.fsa.gov.uk or call **0300 500 5000**.

The Financial Services Authority has a wealth of helpful information on a wide range of financial areas. However, it can only provide general information and cannot give specific advice or recommend any company's products, investigate individual complaints or contact firms on behalf of individuals.

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