

Savings



# Savings account conditions and information.

 **BANK OF SCOTLAND**  
With you all the way

# Savings account Conditions.

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**This booklet contains the conditions that apply to our personal savings accounts. Please read it carefully and keep for future reference.**

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## Welcome to Bank of Scotland.

This booklet explains in detail how your Bank of Scotland savings account works, and contains the main conditions for it.

You will see that our account conditions, which are the main part of our contract with you, are split into three sections.

**Section 1** explains how the conditions work, and where you can find them.

**Section 2** includes the main special conditions for your account. These give you all the key features and explain the day to day things you need to know about your account, such as any limits to the number of withdrawals you can make.

**Section 3** contains more detailed information about how we look after your account, pay interest, deal with your payments in and out and when and how we can change the terms of your account, such as the conditions themselves or the interest we pay.

The Important information pages, which are also part of our contract with you, include some additional explanation, and some customers may find this useful. We tell you the interest rate that will apply, how to qualify if we pay a bonus on your account and explain any charges that may apply to your account in our interest rates and charges booklet for your savings account. You can ask for one of these at any time. You can check our interest rates online at **bankofscotland.co.uk/rates-rewards-fees** too.

There are also some terms which apply automatically to your account under general law, such as from Acts of Parliament and other regulations that apply to us. For example, you and your account are protected under the Data Protection Act. These terms are not set out in this booklet.

Our accounts are available to personal customers who are resident in the UK. The savings accounts covered by this booklet are not available to non personal customers like clubs, charities and businesses, and are not designed to be run as formal trust accounts (although an adult can open a Young Saver account on trust for a child). Age limits apply to our accounts and services, and some of our accounts are only available to existing customers who hold certain accounts with us. We explain these points in the special conditions in section 2.

We suggest that you keep this booklet in case you want to check the conditions that apply to your account.

You will see from section 3 of our conditions that we treat payment accounts and non payment accounts differently if we make any changes to your conditions or interest rate.

We will treat the following accounts covered by this booklet as payment accounts: Access Saver, Internet Saver, Exclusive Saver and Young Saver.

We will treat the following accounts covered by this booklet as not being payment accounts: Access Cash ISA, Fixed Cash ISA, junior cash ISA, Fixed Rate Bond and Monthly Saver.

## Your right to cancel.

We hope you are happy with the savings account you have chosen. However, if you aren't, you have 14 days starting from the day after your account is opened (or, where you have opened your account by telephone, the day you receive the account conditions if that is later) to cancel it without charge. (If you cancel a cash ISA, including a junior cash ISA, you'll still be able to open another cash ISA in the same tax year.) Just give us your notice in writing and send this to: Bank of Scotland plc, PO Box 548, Leeds LS1 1WU, or, if you have a junior cash ISA speak to one of our branches. Whenever you cancel, we will repay any credit balance outstanding and pay interest on the account for the time your money was with us. If a junior cash ISA is cancelled we will repay the balance (including any interest earned) to the Registered Contact). This right does not apply to our Fixed Rate Bonds (although it does apply to our Fixed Cash ISAs).

Even if you miss the 14 day deadline, you may still close your account, as explained in the account conditions. (If you close a cash ISA in these circumstances, you will not be able to open another cash ISA, either with us or with another provider, in the same tax year.) Another option is to ask an alternative ISA provider to arrange for your Bank of Scotland ISA to be transferred. You cannot close a junior cash ISA after the 14 day cancellation period except in the specific circumstances set out in the account conditions.

## It's easy to get in touch.

The telephone numbers you may need are as follows:

1. You want to check the exchange rate that will apply if money is transferred to your account in a foreign currency –  
**08452 46 00 06**  
(Monday – Friday 8am – 10pm, Saturday and Sunday 10am – 8pm);
2. You've lost your card –  
**08457 20 30 99**
3. You have forgotten your PIN. We will then order you a replacement PIN once we have confirmed your identity. You can change this PIN at any Cashpoint® by selecting PIN services – **08456 02 03 04**
4. You are worried that your security details for Telephone Banking may have been compromised – **08456 02 03 04**
5. You are worried that your security details for Internet Banking may have been compromised – **08456 02 00 00**
6. You need to report any unauthorised or incorrect transactions on your account – **08456 02 03 04**
7. You have any general enquiries about your account, including additional information about the transactions on your account – **08456 02 03 04**

All telephone lines are open 24 hours a day, unless otherwise stated.

## Section 1 – Introduction to this agreement – how it works and who it applies to.

This agreement is for our savings accounts and related services for customers resident in the United Kingdom (“UK”), and customers resident outside the UK who we have agreed can have, or continue to have, a savings account with us. It is made up of the general conditions and special conditions in this document and any additional conditions we give you for these accounts or services. Additional conditions are the interest rates, charges and other terms that apply to a specific service or account that are not included in the general conditions or special conditions. These will include, for example, the terms set out in our interest rates and charges leaflet and in your application form(s). We will tell you which conditions apply when you take a new product or service from us.

In this agreement, “we” are Bank of Scotland plc.

An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read Our Privacy Statement ([bankofscotland.co.uk/privacy](http://bankofscotland.co.uk/privacy)) or ask for a copy in branch.

Unless we agree otherwise when you open your account you cannot use your account as a club, charity, trust, company, partnership or other kind of business account. 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).

You may not be eligible for all of the accounts or services covered by this agreement or all the features they have – for example, we may not allow you to have a children’s savings account once you have reached a certain age. We may also limit the number of accounts or services you can hold with us. In addition, not all the services and facilities covered by this agreement are available on all accounts. For example, Telephone, mobile and Internet Banking services are not available on some accounts.

Additional conditions or special conditions may add to the general conditions but may also override an overlapping term in the general conditions. For example, a savings account may include a limit to the number of withdrawals you can make, or may provide that you will lose interest if you close the account before the end of a fixed term. In these cases, the additional or special provision will apply instead of the overlapping terms in the general conditions.

Please ask us if you have any questions about this agreement or any other matter by visiting one of our branches, or contacting us by telephone.

### **Services and facilities on your savings accounts.**

We offer an extensive choice of accounts to suit a wide variety of needs. These include easy and instant access savings accounts, tax-free savings and fixed rate fixed term accounts. Some accounts are ‘payment accounts’ (these accounts allow frequent transactions) others are not payment accounts. The special conditions will make clear whether an account is a payment account.

Unless the special conditions for an account say otherwise, money can be paid in as cash, by cheque or by direct transfer from another account. You can also take money out in many different ways. The special conditions for your account explain the facilities that are available.

### **Charges for our services.**

Our current charges for the normal running of your account are listed in our interest rates and charges leaflet for your account. Additional charges may also apply for some transactions that are not covered by this agreement, such as international payments. Charges for these services are contained in separate conditions which you will receive when you ask to use those services.

You can keep up to date with our interest rates and charges by telephoning us, by visiting a branch or by looking at our website.

### **Changes to facilities and charges.**

We review our services and facilities, and the way in which we charge for them, from time to time. In Section 3 we set out when we may change the conditions and charges for your account and how we will tell you about the changes.

## Section 2 – Special conditions.

### Access Saver.

Access Saver is an instant access savings account offering variable interest.

#### 1. Eligibility.

To have an Access Saver (the Account), you must be aged 16 or over.

#### 2. Payments in and withdrawals.

- 2.1 You can pay money into your Account at any of our branches, or by transferring it from another account, held either with us or with another bank or building society. Transfers into your account can include standing orders if you wish to save regularly.
- 2.2 You can make withdrawals from this Account at any of our branches, Cashpoint® machines (if you ask for a card), using Telephone Banking or Internet Banking. You cannot set up standing orders to make withdrawals from your Account.
- 2.3 You can ask us for a Cashpoint® card to use with your Account.

#### 3. Interest.

- 3.1 We will pay variable interest. This means that the interest rate could change during the time you hold the Account. You will find full details of the interest rate for your Account in our interest rates and charges leaflet.
- 3.2 We will pay interest once a year on the anniversary of the date you opened your Account.
- 3.3 We will either pay interest into your Account, or you can ask us to pay it into a different account held either with us, or with another bank or building society.

### Internet Saver.

Internet Saver is an internet-based easy access savings account offering variable interest. It is only available to existing Bank of Scotland customers who are registered for Internet Banking.

#### 1. Eligibility.

- 1.1 To have an Internet Saver account (the Account), you must be aged 16 or over. You must also have another Bank of Scotland personal bank or savings account.
- 1.2 You can only open the Account through Internet Banking, and you will need to register for our Internet Banking service before you can do this.
- 1.3 You can only have one Account, either in your sole name or jointly with someone else.

#### 2. Payments in and withdrawals.

- 2.1 You can pay money into your Account at any of our branches, or by transfer from another account, held either with us or with another bank or building society. Transfers into your Account can include standing orders if you wish to save regularly.
  - 2.2 You can only make withdrawals from the Account using Internet Banking. Any withdrawals must be by transfer to another bank or savings account. You cannot set up standing orders to make withdrawals from your Account.
- #### 3. Interest.
- 3.1 We will pay variable interest. This means that the interest rate could change during the time you hold the Account. You will find full details of the interest rate for your Account in our interest rates and charges leaflet.
  - 3.2 We will pay interest once a year on the anniversary of the date you opened your Account.
  - 3.3 We will either pay interest into your Account, or you can ask us to pay it into a different account held either with us, or with another bank or building society.

### Exclusive Saver.

Exclusive Saver is an instant access savings account offering variable interest. It is available to customers with a Bank of Scotland Added Value Account (AVA) from our current bank account range. Please ask in one of our branches if you want details of our AVAs.

#### 1. Eligibility.

- 1.1 To have an Exclusive Saver account (the Account) you must have an AVA.
- 1.2 You can only have one Account for each AVA that you have. If you have one joint AVA you can either have one Account in your joint names, or each of you can have an Account in your sole names.
- 1.3 If you close your AVA, you will no longer be entitled to the Account. We will contact you and make arrangements to close it, and transfer your money to another account, either with us or with another bank or building society.

#### 2. Payments in and withdrawals.

- 2.1 You can pay money into your Account at any of our branches, or by transferring it in from another account, held either with us or with another bank or building society. Transfers into your Account can include standing orders if you wish to save regularly.
- 2.2 You can make withdrawals from your Account at any of our branches, Cashpoint® machines (if you ask us for a card), using Telephone Banking or Internet Banking. You cannot set up standing orders to make withdrawals from your Account.

2.3 You can ask us for a Cashpoint® card to use with your Account.

### 3. Interest.

3.1 We will pay variable interest. This means that the interest rate could change during the time you hold the Account. You will find full details of the interest rate for your Account in our interest rates and charges leaflet.

3.2 We will either pay interest once a year on the anniversary of the date you opened your Account, or pay it monthly. If you choose monthly interest, we will pay it on the same date each month as you opened your Account.

3.3 We will either pay interest into your Account, or you can ask us to pay it into your AVA.

## Monthly Saver.

Monthly Saver lets you earn a fixed rate of interest for a year if you save by monthly standing order. It is available to customers with an existing Bank of Scotland current account. The Monthly Saver year runs for twelve months from the date you opened your Account.

### 1. Eligibility.

1.1 To have a Monthly Saver account (the Account), you must be aged 16 or over. You must also have a Bank of Scotland personal current account.

1.2 You can only have one Account, either in your sole name or jointly with someone else.

1.3 You can save between £25 and £250 by standing order each calendar month the Account is open. We must receive your first standing order payment within 30 days of you opening the Account.

### 2. Payments in and withdrawals.

2.1 Your standing order payment must reach your Account by 25th of each month for it to count as that month's payment. You can only make one standing order payment in during any month, although you can change the amount of the payment. If your payment is for less than £25, or more than £250, we will return the whole amount to the account it came from, and it will not count as a standing order payment in for that month. You do not have to make a payment in every month, but if you do not make a payment in you will not be able to save as much in your Account because you cannot make up any missed payments.

2.2 Your standing order cannot come from another savings account you have with us.

2.3 You can make withdrawals from this account at any of our branches, over the phone or using Internet Banking. Any withdrawals must be by transfer to your Bank of Scotland current account. You cannot set up standing orders to make withdrawals from your Account.

### 3. Interest.

3.1 We will pay interest at a fixed rate for one year. This means that the interest rate will not change during the Monthly Saver year.

3.2 We will pay your interest at the end of the Monthly Saver year, on the anniversary of the date you opened your Account.

### 4. Closing your Account.

4.1 Your Account will end on the first anniversary of the date you opened it. On that date we will convert it to an Access Saver account, and you can either continue to save with us or choose to close your Account. The Access Saver special conditions will then apply to your account, along with the General Savings conditions. If we no longer offer Access Saver accounts, your Account will convert to an easy access savings account we offer at the time. We will write to let you have full details. Your account number and sort code will remain the same, and we will continue to accept your monthly standing order until you cancel it.

4.2 If you close your Account before the end of the Monthly Saver year, you will not be able to open another Monthly Saver account with us before the first anniversary of the date you opened your Account. However you will receive interest at the Monthly Saver rate for the time you have had your Account.

## Fixed Rate Bond.

Our Fixed Rate Bond lets you earn a fixed rate of interest for the term you choose - whether that's for six months or one, two or three years.

### 1. Eligibility.

1.1 To have a Fixed Rate Bond (the Account), you must be aged 16 or over.

1.2 The minimum amount you can hold in an Account is £2,000. We must receive the amount of your opening payment within 10 working days of you opening your Account.

1.3 The term of your Account will start on the date you open it, and this will be the date on which your interest rate and term will be fixed, even if you do not make your payment in on that date.

### 2. Payments in.

Once you have made the opening payment into your Account, you cannot make any further payments in during the fixed term.

### 3. Interest.

3.1 We will pay interest at a fixed rate for the term you choose when you open your Account. This means that the interest rate will not change during your fixed term.

- 3.2 When you open your Account you can choose to have your interest paid either monthly or on maturity (if you choose a six months or a one year term), or either monthly or annually (if you choose a two or a three year term). You must also choose an account for us to transfer your interest to, as we cannot add interest to your Account. This can either be held with us or with another bank or building society.
- 3.3 Monthly interest will be at a different rate. You will find full details in our interest rates and charges leaflet.
- 4. Early closure.**
- 4.1 You cannot make any withdrawals of part of your balance from your Account during the fixed term. However you can close it early.
- 4.2 If you need to close your Account early you can arrange this in any of our branches. You will lose an amount of interest depending on the length of the original term of your Account (not the length of time it has left to run), as follows:
- For a six months term – you will lose an amount equal to 60 days interest.
  - For a one year term – you will lose an amount equal to 90 days interest.
  - For a two year term – you will lose an amount equal to 180 days interest.
  - For a three year term – you will lose an amount equal to 270 days interest.

This amount will be taken from the amount you put into your Account when you opened it, and you may therefore get back less than you first deposited.

- 5. Maturity.**
- 5.1 At the end of your chosen term your Account will become a Maturity Funds account. Maturity Funds is a fixed rate easy access account, and you can close it at any time.
- 5.2 At least 14 days before the end of your chosen term, we will write to inform you that your Account is due to mature. When we write, we may send you details of the fixed rates and terms we offer at the time, and we may also send you information about other accounts we think may be suitable.

## Cash ISAs from Bank of Scotland.

We offer three cash ISAs, Access Cash ISA, Fixed Cash ISA and junior cash ISA. All of these cash ISAs allow you to save tax efficiently within the annual limits set by the government. Bank of Scotland is registered as an ISA manager at HMRC, and will administer your cash ISA.

Our cash ISAs are tax free savings accounts governed by the Individual Savings Accounts Regulations 1998 (as amended), the General Savings conditions and the relevant special conditions. "Tax free" means free of income tax.

If you are no longer resident or ordinarily resident in the UK for tax purposes, your ISA will continue to receive interest tax free. However you will not be able to make any further payments in (unless you are a Crown employee serving overseas, or you are married to, or in civil partnership with, a Crown employee serving overseas) until you are again a UK resident. You must let us know if you are no longer a UK resident. Payments can still be made into a junior cash ISA if the child is no longer resident in the UK.

While you hold your Bank of Scotland cash ISA, you must be the sole beneficial owner of the money invested in it. You must not charge your account, or give it as security for anyone, for example to secure a loan. A junior cash ISA account is in the name of the child (even if the account is operated by a parent or guardian) and the child is the beneficial owner of the money in it. The money in a junior ISA cannot be used to pay other debts owed to us.

Whether you switch your cash ISA to us, or are an existing cash ISA customer, you won't just be keeping the interest on your savings – you will now receive our ISA Promise. We are making two commitments to help you make more of your savings.

1. When you switch your cash ISA to us we will not wait for your current provider, we pay interest from day one of receiving your completed transfer application.
2. We'll keep you informed:
  - while switching your cash ISA to us
  - when your reward or fixed rate cash ISA offer is coming to an end
  - of your cash ISA's interest rate.

If your transfer is delayed because your existing ISA has a notice period or restriction, your current provider will let us know when it will be free to move to us, and we'll pay interest from that date.

## Access Cash ISA.

Access Cash ISA is an instant access cash ISA offering variable interest

### 1. Eligibility.

- 1.1 To have an Access Cash ISA (the Account), you must be aged 16 or over. In addition you must either be resident and ordinarily resident in the United Kingdom for tax purposes, or be a Crown employee serving overseas (or be married to, or in civil partnership with, a crown employee serving overseas). You must let us know if at any time, this no longer applies to you.
- 1.2 You can only hold a cash ISA in your sole name, and all the money in it must belong to you.
- 1.3 You must not pay into more than one cash ISA (held either with us or with any other ISA provider) in any one tax year, at the same time.

1.4 The ISA Regulations mean that if you do not make a payment into your cash ISA in any tax year following the year you opened it, you will have to complete a new ISA application form if you want to pay money in during a later tax year.

## **2. The ISA Regulations.**

2.1 If the government make any changes to the ISA Regulations, which affects these conditions, the changed Regulations will apply to your cash ISA as soon as they come into force.

2.2 The favourable tax treatment for ISAs may not continue in the future. (The government is responsible for decisions about tax treatment.)

2.3 We are required to provide details of all our ISA customers to HMRC. If you are, or become, non-resident in the UK, HMRC may have to share this information with the tax authorities in your country of residence.

2.4 If your Bank of Scotland cash ISA stops qualifying as a cash ISA, we will deduct income tax at the appropriate rate from the interest you have earned, including any interest you have already been paid. We will take this amount from the money in your Account before we pay the balance over to you.

2.5 Your Account will no longer qualify as a cash ISA, and we will therefore deduct income tax from the interest earned:

- a) if the declarations you made when you applied for your account are or become untrue;
- b) if you transfer any of your rights as an account holder, or use your account as security for any borrowing or other liability;
- c) from the date of your death; or
- d) if HMRC instruct us accordingly.

2.6 If you die, the money in your Bank of Scotland cash ISA will normally be paid to your estate. When we receive notice of your death we will close your cash ISA, and pay any interest earned up to the date of your death tax free. We will transfer the balance to a new account on which interest will be earned at the same interest rate as our Access Saver account (for the equivalent balance), and whoever looks after your estate will be able to close this account. If we no longer offer Access Saver accounts at the time, we will pay interest at the same interest rate as an equivalent easy access savings account we offer at the time.

2.7 We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your Account becomes or will become subject to the deduction of tax.

## **3. Transferring your existing cash ISA to us.**

3.1 You can use our free ISA transfer service to move your existing cash ISA from another provider to Bank of Scotland. All you have to do is provide details of the ISA you want to transfer and sign a form. We will contact your existing provider within five working days of receiving your transfer instruction. Your existing provider will then have five working days to let us have information about your ISA and send your existing ISA funds. Once we have received this we will have a further three days to credit your Account with the amount transferred.

3.2 This means that it should take no more than 15 working days to transfer your existing cash ISA to us.

## **4. Payments in and withdrawals.**

4.1 Your Account will start on the date you open it.

4.2 You can pay all or part of your yearly cash ISA allowance into your Account at any time. You can do this by:

- a) transfer from a cash ISA you hold with another ISA provider, which you have subscribed to in the same tax year; or
- b) paying in at any of our branches, or by transfer from another account, held either with us or with another bank or building society. Transfers into your Account can include standing orders if you wish to save regularly.

4.3 The maximum amount you can pay into your Account in any tax year is set by the government. To find out the latest allowance check our website at [www.bankofscotland.com](http://www.bankofscotland.com), or contact HMRC.

4.4 You can make withdrawals from your Account at any of our branches, using Telephone Banking or Internet Banking.

4.5 You will not be able to pay more into your Account in any tax year than the yearly cash allowance set by the government. This means that if you make a withdrawal from your Account, you will not be able to make up this amount by paying more in later, and will therefore be restricting the amount you can save tax free in any year.

## **5. Interest.**

5.1 We will pay variable interest. This means that the interest rate could change during the time you hold the Account. You will find full details of the interest rate for your Account in our interest rates and charges leaflet.

5.2 We will pay interest once a year on 31 March. We will pay it into your Account. As long as you and your Account continue to qualify, we will pay your interest tax free.

## 6. Closing your account.

- 6.1 You can close your Account at any time, and any interest earned will be tax free. If you have paid into your Account in the same tax year as you close it, you will not be able to open a new cash ISA with us, or any other ISA provider, in the same tax year.
- 6.2 You can ask to transfer the whole of your Account during a tax year in which you make payments into it, or the whole or part of the money held in your Account from a previous tax year or years, to:
  - a) another existing Bank of Scotland cash ISA, in which case you should write to us at Bank of Scotland plc, PO Box 548, Leeds LS1 1WU; or
  - b) a cash ISA or a stocks and shares ISA with another ISA provider.
- 6.3 When we receive a transfer request from your new ISA provider we will send the information your new provider needs, along with your account balance and interest, within five working days. Overall, it should take no more than 15 working days to transfer your existing cash ISA to a different ISA provider.

## Fixed Cash ISA.

Fixed Cash ISA gives you the certainty of a fixed rate for the term you choose, which can be one, two, three, four or five years. Please note not all terms may be available at any given time.

### 1. Eligibility.

- 1.1 To have a Fixed Cash ISA (the Account), you must be aged 16 or over. In addition you must either be resident and ordinarily resident in the United Kingdom for tax purposes, or be a Crown employee serving overseas (or be married to, or in civil partnership with, a crown employee serving overseas). You must let us know if, at any time, this no longer applies to you.
- 1.2 You can only hold a cash ISA in your sole name, and all the money in it must belong to you.
- 1.3 You must not pay into more than one cash ISA (held either with us or with any other ISA provider) in any one tax year, at the same time.
- 1.4 The ISA Regulations mean that if you do not make a payment into your cash ISA in any tax year following the year you opened it, you will have to complete a new ISA application form if you want to pay money in during a later tax year.
- 1.5 The minimum amount you can hold in an Account is £500. Unless you are transferring from another ISA provider, we must receive the amount of your opening payment within 10 working days of you opening your Account.
- 1.6 The term of your Account will start on the date you open it, and this will be the date on which your interest rate and term will be fixed, even if you do not make your payment in on that date.

## 2. The ISA Regulations.

- 2.1 If the government makes any changes to the ISA Regulations which affect these conditions, the changed Regulations will apply to your cash ISA as soon as they come into force.
  - 2.2 The favourable tax treatment for ISAs may not continue in the future. (The Government is responsible for decisions about tax treatment.)
  - 2.3 We are required to provide details of all our ISA customers to HMRC. If you are, or become, non-resident in the UK, HMRC may have to share this information with the tax authorities in your country of residence.
  - 2.4 If your Bank of Scotland cash ISA stops qualifying as a cash ISA, we will deduct income tax at the appropriate rate from the interest you have earned, including any interest you have already been paid. We will take this amount from the money in your Account before we pay the balance over to you.
  - 2.5 Your Account will no longer qualify as a cash ISA, and we will therefore deduct income tax from the interest earned:
    - a) if the declarations you made when you applied for your account are or become untrue;
    - b) if you transfer any of your rights as an account holder, or use your account as security for any borrowing or other liability;
    - c) from the date of your death; or
    - d) if HMRC instruct us accordingly.
  - 2.6 If you die, the money in your Bank of Scotland cash ISA will normally be paid to your estate. When we receive notice of your death we will close your cash ISA, and pay any interest earned up to the date of your death tax free. We will transfer the balance to a new account on which interest will be earned at the same interest rate as our Access Saver accounts (for the equivalent balance), and whoever looks after your estate will be able to close this account. If we no longer offer Access Saver accounts at the time, your account will pay interest at the same interest rate as an equivalent easy access savings account we offer at the time.
  - 2.7 We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your Account becomes or will become subject to the deduction of tax.
- ### 3. Transferring your existing cash ISA to us.
- 3.1 You can use our free ISA transfer service to move your existing cash ISA from another provider to Bank of Scotland. All you have to do is provide details of the ISA you want to transfer and sign a form. We will contact your existing provider within five working days of receiving your transfer instruction. Your existing provider will then have five working days to let us have information about your ISA and send your existing ISA funds. Once we have received this we will have a further three days to credit your Account with the amount transferred.

3.2 This means that it should take no more than 15 working days to transfer your existing cash ISA to us.

#### 4. Payments in and withdrawals.

4.1 Your Account will start on the day you open it.

4.2 You can pay all or part of your yearly cash ISA allowance into your Account when you open it. You can do this by:

- a) transfer from a cash ISA you hold with another ISA provider, which you have subscribed to in the same tax year; or
- b) paying in at any of our branches, or by transfer from another account, either with us or with another bank or building society.

4.3 Other than transfers in (see condition 4.5), you can only make one deposit into an Account, when you open it. Because you cannot make additional deposits, or open another cash ISA in the same tax year, if you do not pay in all of your yearly cash allowance when you open your Account you will limit the amount you can hold in a cash ISA in that tax year.

4.4 The maximum amount you can pay into your Account in any tax year is set by the government. To find out the latest allowance check our website at [BankofScotland.com](http://BankofScotland.com), or contact HMRC.

4.5 If you wish to transfer funds into your Account from a cash ISA you hold with another ISA manager, we must receive the amount you want to transfer within 60 days of opening your Account. For more information on transferring your ISA to us, please see condition 3.

4.6 You cannot make any withdrawals of part of your balance from your Account during the fixed term. However you can close it early, or transfer it to another ISA provider, although you will lose interest. See condition 6 for full details

#### 5. Interest.

5.1 We will pay interest at a fixed rate for the term you choose when you open your Account. This means that the interest rate will not change during your fixed term.

5.2 We will pay you interest on maturity for a one year term and annually and on maturity on a two, three, four and five year term. Interest will be added to your Account. As long as you and your Account continue to qualify, we will pay your interest tax free.

#### 6. Early closure.

6.1 If you close your Account early, or you transfer it to another ISA provider, you will lose an amount of interest depending on the length of the original term of your Account (not the length of time it has left to run), as follows:

- For a one year term – you will lose an amount equal to 90 days interest.
- For a two year term – you will lose an amount equal to 180 days interest.
- For a three year term – you will lose an amount equal to 270 days interest.
- For a four year term – you will lose an amount equal to 320 days interest.
- For a five year term – you will lose an amount equal to 365 days interest.

This amount will be taken from the amount you put into your Account when you opened it, and you may therefore get back less than you first deposited.

6.2 If you close your Account in the same tax year as you open it, you will not be able to open a new cash ISA with us, or any other ISA provider, in the same tax year.

6.3 Subject to the loss of interest for early closure, you can ask to transfer the whole of your Account during a tax year in which you make payments into it, or the whole amount you have paid into your Account (plus interest) from a previous tax year or years, to:

- a) another existing Bank of Scotland cash ISA, in which case you should write to us at Bank of Scotland, PO Box 548, Leeds LS1 1WU; or
- b) a cash ISA or a stocks and shares ISA with another ISA provider.

6.4 When we receive a transfer request from your new ISA provider we will send the information your new provider needs, along with your account balance and interest, within five working days. Overall, it should take no more than 15 working days to transfer your existing cash ISA to a different ISA provider.

#### 7. Maturity.

7.1 At the end of your chosen term your Account will become an Access Cash ISA. The Access Cash ISA special conditions will then apply to your Account, alongside the General Savings conditions. If we no longer offer Access Cash ISA at the time, your Account will convert to an easy access cash ISA we offer at the time. We will write to let you have full details.

- 7.2 At least 14 days before the end of your chosen term, we will write to inform you that the Account is due to mature. When we write, we may send you details of the tax free fixed rates and terms we offer at the time, and we may also send you information about other tax free accounts we think may be suitable.
- 7.3 If you want to transfer the funds from your Account to a cash ISA or a stocks and shares ISA with another ISA provider at maturity, you should wait until your Account matures and becomes an Access Cash ISA to avoid losing interest for early closure.
- 2.3 From the age of 16 the child can at any time contact one of our branches and ask to be made Registered Contact. They do not need the consent of the existing Registered Contact. We will write to the Registered Contact before the child turns 16 to explain the steps the child must take to become the Registered Contact. This will include providing evidence of identity and completing an application form.
- 2.4 In certain other circumstances we may accept an application to change the Registered Contact for the Account. Where the existing Registered Contact agrees, another person with parental responsibility for the child can become the Registered Contact. We can also change the Registered Contact without consent where the existing Registered Contact dies, becomes incapable, can no longer be contacted, no longer has parental responsibility or because of a court or equivalent order.

## Junior Cash ISA.

The Junior Cash ISA is a tax free savings account for children with a variable interest rate. The account is in the child's name and for the child's benefit. The account must be opened and operated by a Registered Contact. These conditions explain who can be a Registered Contact. Our agreement is with the Registered Contact.

### 1. Eligibility.

- 1.1 To hold a Junior Cash ISA (the Account) a child must be under 18. When the application to open the Account is made, the child must be either resident and ordinarily resident in the United Kingdom for tax purposes or subject to United Kingdom tax under Section 28 of the Income Tax (Earnings and Pensions) Act 2003, or be married to, or in a civil partnership with, or a dependant of such a person.
- 1.2 A child who has a Child Trust Fund cannot have a junior cash ISA.

- 1.3 A child must not hold more than one junior cash ISA (either with us or with any other ISA provider) at the same time. A child can hold a junior cash ISA and a junior stocks and shares ISA. From the age of 16 up until their 18th birthday, a child can hold a cash ISA and a junior cash ISA and make payments into both accounts up to the relevant annual allowances.

### 2. Opening and operating the junior cash ISA.

- 2.1 The Account will start from the date of the first deposit (which must be at least £1) providing we have a valid application form or if you are transferring a junior cash ISA from another provider, the day we receive the transferred funds. We will pay interest on transferred funds from the date we receive a completed transfer form, providing the funds are ready to move.
- 2.2 If the child is under 16 a person who has parental responsibility for the child must open the Account as Registered Contact and will be responsible for managing the Account until it matures when the child turns 18, unless the child tells us that they wish to become the Registered Contact after they have turned 16. The Registered Contact must be 16 or over when they apply to open an Account for the child. Between the ages of 16 and 18 a child can open the Account themselves as Registered Contact.

### 3. The ISA Regulations.

- 3.1 If the government makes any changes to the ISA Regulations, which affect these conditions, the changed Regulations will apply to the Account as soon as they come into force.
- 3.2 We are required to provide details of all our ISA customers to HMRC. If the child is, or becomes, non-resident in the UK, HMRC may have to share this information with the tax authorities in the child's country of residence
- 3.3 If the Account stops qualifying as a cash ISA, we will deduct income tax at the appropriate rate from the interest earned, including any interest that has already been paid. We will take this amount from the money in the Account before we pay out the balance.
- 3.4 The Account will no longer qualify as a junior cash ISA, and we will therefore deduct income tax from the interest earned:
  - (a) if the declarations made when the account was applied for are or become untrue;
  - (b) from the date of the child's death; or
  - (c) if HMRC instruct us accordingly.

The Account will not lose its tax free status if, after the Account is opened, the child moves abroad.

- 3.5 We will notify the Registered Contact if, by reason of any failure to satisfy the provisions of the ISA Regulations, the Account becomes or will become subject to the deduction of tax.
- 3.6 If the child dies, the money in the Account will normally be paid to their estate. When we receive notice of the child's death we will close the Account, and pay any interest earned up to the date of the child's death tax free. We will transfer the balance to a standard instant access account and provide details of this account to those people responsible for the child's estate.

#### **4. Transferring an existing junior cash ISA to us.**

4.1 Our free ISA transfer service can be used to move an existing junior cash ISA from another provider to Bank of Scotland. All the Registered Contact has to do is provide details of the ISA to be transferred and sign a form. We will contact the existing provider within 5 working days of receiving the transfer instruction. The existing provider will then have 5 working days to let us have information about the ISA and send the existing ISA funds. Once we have received this we will have a further 3 days to credit the Account with the amount transferred.

4.2 This means that it should take no more than 15 working days to transfer the existing cash ISA to us.

#### **5. Payments in and withdrawals.**

5.1 The maximum amount that can be paid into the Account in any tax year is set by HMRC. To find out the latest allowance contact us or HMRC.

5.2 Anyone can make payments into the Account up to the yearly junior ISA allowance. Payments made into a junior cash ISA by someone other than the child are gifts and cannot be returned, even when the account matures.

5.3 Payments into the Account can be made at any time by:

- (a) transferring the whole of a junior cash ISA account with us or another junior ISA manager;
- (b) transferring the whole or part of a stocks and shares junior ISA held with us or with another junior ISA manager;
- (c) paying money into the Account at any branch; or
- (d) by transferring money from another account.

Regular monthly payments can be made by standing order from an account which is held by us or another bank or building society.

5.4 Payments can be made into the Account even if the child stops being resident in the UK.

5.5 If the account balance reaches its annual allowance we will not accept any further payments during that tax year. Payments in excess of the annual allowance will be refused if made in branch or returned using the same method by which they have been paid in, for example, standing orders will be returned by electronic payment. The Registered Contact agrees in these circumstances to us explaining to anyone wishing to make a payment into the account that the annual allowance has been reached and further payments cannot be accepted.

5.6 Transfers cannot be made from a Child Trust Fund to a junior cash ISA or from a junior cash ISA into a Child Trust Fund, nor can transfers be made from a cash ISA to a junior cash ISA or from a junior cash ISA to a cash ISA.

5.7 It is possible to transfer the whole of the Account (deposits and interest) to a junior cash ISA with us or with another provider. It is also possible to transfer all payments to the Account balance (deposits and interest) during the current tax year, or the whole or part of the Account balance (deposits and interest) from a previous tax year or years, to a junior stocks and shares ISA with us or with another ISA provider.

5.8 Other than transfers to another junior ISA, no withdrawals can be made from The Account until the child is 18, except if the child becomes terminally ill or dies.

5.9 If the child becomes terminally ill and the Registered Contact wishes to withdraw from the Account the Registered Contact must make an application to HMRC (further information can be obtained at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)). If the application is accepted HMRC will inform us and the Registered Contact. We may ask to see HMRC's letter of consent before we allow any funds to be withdrawn. If the Account is closed in these circumstances interest earned up to the date of closure will be paid tax free.

#### **6. Interest.**

6.1 We will pay variable interest. This means that the interest rate could change during the time the child holds the Account. You will find full details in our interest rates and charges booklet.

6.2 If there is less than £1 in the Account, we will not pay interest on the amount in the Account. Interest will be paid (on the whole balance) if the balance increases above that limit.

6.3 We will pay interest once a year on 31st March or, if that is not a working day, the next working day. As long as the child and the junior cash ISA continue to qualify, interest will be paid tax-free.

#### **7. Other terms**

7.1 We will send the Registered Contact a statement each year showing transactions up to and including 5th April. We will send the Registered Contact a duplicate statement on request. There will be no charge for this.

## **8. Closing the account**

- 8.1 Other than during the cancellation period or on the death or terminal illness of the child or if the balance is transferred to another junior ISA, the Account cannot be closed.
- 8.2 When the child reaches 18 the Account will automatically become an instant access cash ISA (or similar account if this is no longer available). The child can withdraw money from this account but will have to provide evidence of their identity if they are not the Registered Contact when the Account matures. We will write to the Registered Contact and the child (if different) before the child turns 18 with more details about the account that the junior cash ISA will mature into, how to withdraw funds or transfer them to another ISA provider and the steps the child needs to take to activate their cash ISA account. New funds cannot be added to the cash ISA until the activation process has been completed.
- 8.3 If when the child reaches 18 the Account has no money in it we will close the account and not convert it to a cash ISA. We will not give advance notice if we do this.

## **Young Saver.**

Young Saver is an instant access savings account offering variable interest to customers who want to save on behalf of children. Although the child's name is recorded on the account, it can only be operated by an adult as trustee for a child.

### **1. Eligibility.**

- 1.1 To have a Young Saver account (the Account), you must be aged 18 or over and be saving for a child aged under 16. You, as the adult customer, will be the only one who can open and operate the Account. You cannot hold an Account jointly with anyone else, and you can only hold one Account for one child (although if you wish you can hold a different Account for another child).
- 1.2 You can register the Account for gross interest, which means we don't take tax off the interest we pay.

### **2. Payments in and withdrawals.**

- 2.1 You can pay money into your Account at any of our branches, or by transfer from another account, held either with us or with another bank or building society. Transfers to the Account can include standing orders if you wish to save regularly.
- 2.2 You can only make withdrawals from the Account using our branches. You cannot use either Telephone Banking or Internet Banking with this account.

## **3. Interest.**

- 3.1 We will pay variable interest. This means that the interest rate could change during the time you hold the Account. You will find full details of the interest rate for your Account in our interest rates and charges leaflet.
- 3.2 We will pay interest into the Account quarterly, on the 10th of the month in March, June, September and December.

## **4. When the child reaches 16.**

When the child reaches 16, we will convert the Account to another instant access savings account which only you will be able to operate. We will send you full details when we write to you.

## Section 3 – General savings conditions.

### Part A – Contact and security.

#### 1. Contacting each other.

- 1.1 Our contact details page sets out the telephone numbers you should use to contact us for specific purposes in connection with your account.
- 1.2 Any instructions you give us are not effective until we actually receive them. If available on your account for the particular service you wish to carry out, you can usually use our Telephone Banking, Internet Banking and mobile services and Cashpoints® at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 1.3 We will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 1.4 It may be unlawful for you to use Internet Banking or mobile services in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 1.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

#### 2. Security.

- 2.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:
  - a) you must sign instructions given on paper;
  - b) when you are in a branch, we may ask you for identification (please see the Withdrawals section of our Important information pages at the back of this booklet); and
  - c) if you are contacting us or giving us instructions by any other method (for example, by using a card, Telephone Banking, Internet Banking or by mobile services) you must do so using the “Security Details” we have given to you or agreed with you personally.
- 2.2 “Security Details” can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers (“PINs”), to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.
- 2.3 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
  - 2.3 You must:
    - a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
    - b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
    - c) keep your cards and Security Details secure and protect cards from damage;
    - d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
      - i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
      - ii) writing your Security Details on, or keeping them with your cards or banking documentation;
      - iii) writing down your Security Details in a way that is recognisable; or
      - iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
    - e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 9; and
    - f) if there is a place for your signature, sign any card as soon as you have received it.
- 2.4 If you use Internet Banking or mobile services, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 2.5 We may renew or replace your card with a different type of card available under this agreement. We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you notice under condition 10.

- 2.6 You must tell us as soon as you can (see our contact details) if you:
  - a) notice any errors;
  - b) find our services are not working;
  - c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
  - d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.

2.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through Internet Banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.

2.8 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.

2.9 Where under our agreement with you we say that we will contact you in writing we will send you a letter unless we can contact you in writing in another way (including, for example, email, text and statement message) if we reasonably consider it appropriate to do so.

### 3. Statements and information.

3.1 If your account has a passbook, it will contain a record of the account. If you do not update your passbook (for example, because you make a number of automatic payments into your account) we will send you a list of your transactions. For other accounts the special conditions explain when we will provide account statements.

3.2 Where statements are available for your account, you can order a paper statement at any branch or through Telephone Banking (where available).

3.3 You can ask us to provide you with a copy of a paper statement we have already provided (including details of transactions on a passbook account) but we may charge you for this.

3.4 If we send statements on your account, we may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.

3.5 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible.

3.6 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to the police or other authorities, in the UK or (if appropriate) abroad.

3.7 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided you can ask us for details.

## Part B – Banking services on your savings account.

### 4. Opening and processing times and general conditions about payments.

4.1 We process payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this Part B the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.

4.2 “Working day” has a particular meaning in this agreement:

- a) By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
- b) In all cases, how long a working day lasts will depend on the cut-off times for that particular method of making or receiving payments. For example, the cut-off time is different for branches, Telephone Banking and Internet Banking but is usually not before 3.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day.

You can ask us for further information about the relevant cut-off times.

4.3 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

### 5. Payments into your account (Deposits).

#### 5.1 General conditions about payments into your account.

In this condition 5 we explain the timing of different types of payment into your account, including:

- a) when we show payments in your account;
- b) when we begin to pay interest on payments, if we pay interest on that account; and
- c) when payments are available for you to use for withdrawals or for making payments out of your account.

## 5.2 Cash and cheque payments into your account.

The following table sets out details of when you can withdraw funds, and when those funds will be included in our interest calculations, where you make a payment into your account:

- a) in cash; or
- b) by sterling cheque from a bank, other than Bank of Scotland, in the UK, the Isle of Man, Gibraltar or Channel Islands (the "paying bank").
- c) If we allow you to pay cash or cheques into your account at the Post Office® an extra working day has to be added to these timings.

### Bank of Scotland cheques.

- d) Where we are also the paying bank, and the cheque is from:
  - i) a Bank of Scotland personal account for a value of up to £1,000 and is paid in either at a branch counter or a Depositpoint, we will show it in your account and allow you to use it on the same day that we receive it. We will start paying you interest (if applicable) straight away. For cheques over £1,000 we will pay interest at the time stated in condition 5.2 above.
  - ii) a Bank of Scotland business account and you pay the cheque into the branch holding that account, we will show it in your account and (if applicable) pay interest on it on the same working day that we receive it, and it will be available to you to use the next working day. If you do not pay in the cheque at the branch holding the business account, we will deal with it as a cheque from a non-Bank of Scotland account.

### All cheques.

- e) We will show a cheque in your account on the same day that we receive it.
- f) A cheque may still be returned unpaid until the sixth working day after we receive it. From the end of the sixth working day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.
- g) So, for example, if you pay in a non-Bank of Scotland cheque on a Monday, you will see it on your account the same day, it counts towards interest (if applicable) on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday. For cheques paid in by other means, an additional working day is added to the times shown above.
- h) If a cheque is returned unpaid by the paying bank before the end of the sixth working day from the day it is paid in, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft. If this happens, we will let you know.
- i) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque. We will tell you if there is a fee for this service.

## 5.3 Foreign cheques paid into your account.

If you want us to obtain payment for you of a sterling cheque paid out of an account at a bank abroad or a cheque which is not in sterling, please ask us for details of our foreign cheque payment service.

## Cash and cheque payments into your account table – condition 5.2

Type of payment	Where paid in	When you can withdraw funds	When included in interest calculation
Cash	In branch before 5pm, or using Depositpoint before 4pm	Same day	Same day
	In branch after 5pm, or using Depositpoint after 4pm	Next working day	Next working day
	In branch or using Depositpoint on a non-working day	Next working day	Next working day
	Via a Cashpoint®	Next working day	Next working day
Cheques	In branch before 5pm, or using Depositpoint before 4pm	Four working days after the day of deposit	Two working days after the day of deposit
	In branch after 5pm, or using Depositpoint after 4pm or on a non-working day	Five working days after the day of deposit	Three working days after the day of deposit
	Via a Cashpoint®	Five working days after the day of deposit	Three working days after the day of deposit

#### 5.4 **Payments into your account (other than cash and cheque payments).**

This sub-condition covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.

- a) When we receive a payment for your account in sterling (£), we will show it in your account and (if applicable) it will earn interest from that day. We will allow you to use it straightaway.

If you make a transfer between your personal accounts with us on any non-working day, the amount you transfer will leave one account (A) and will be available for you to use from the other account (B) that day. If applicable, the amount will count towards interest on account A until the next working day when it will count towards interest on account B.

#### **International payments into your account.**

- b) When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and (if applicable) pay interest on it from the same day. For some currencies, we may be unable to convert the payment into sterling on the day that we receive it. If this is the case, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it.
- c) We will use our Retail Reference Exchange Rate for buying the relevant currency that applies on the day we receive the payment. You can find out our Retail Reference Exchange Rate by calling us on the number given in our contact details.
- d) We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

#### 6. **Payments out of your account (Withdrawals).**

##### 6.1 **General conditions about payments out of your account.**

- a) The types of payment that you can make from your account may be limited for certain accounts. We tell you the payment services available on your account in the special conditions.
- b) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
- i) if you ask us to make a payment using your Security Details (for example, a card and PIN at a Cashpoint® or the passwords you have chosen for Telephone Banking or Internet Banking) as long as any relevant security checks have been completed by us; and

- ii) otherwise, if you have signed a document containing the payment instruction.

- c) When you give us a payment instruction to transfer funds to another account, you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK, and any other details we ask you for such as the name of the person you are sending the payment to, so we can make the payment. (If you give a payment instruction using Telephone Banking or Internet Banking or mobile services, we will ask you to check and confirm your payment instruction.) You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- d) If we accept your instructions to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day. If you ask us to transfer the interest we pay on your savings account to another bank, building society or other financial institution (if that facility is available on your account) your interest payment should not take longer than four working days to reach your other account.
- e) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction, we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.
- f) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.
- g) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
- i) the security of a card or your Security Details; or
- ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
- iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards. As cards belong to us, we (or a person or other organisation acting for us, for example another bank operating a cash machine), may take or retain a card on our behalf if we stop or suspend your right to use it. If we stop or suspend a card you must then stop using it.

- h) We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:
  - i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
  - ii) the payment instruction is not clear or you have not provided us with the correct details;
  - iii) there is a legal requirement or a court or other authority that tells us to act in that way;
  - iv) the payment seems unusual compared with the way you normally use your account;
  - v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
  - vi) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
  - vii) any other reason set out separately in this agreement applies.
- i) For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which may mean we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
- j) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment if you ask us to send funds from your account elsewhere. Where we think an unusual payment involves misuse we may investigate further, for example, by calling you, or refusing to make the payment.

- k) If we prevent you from using your account or card or refuse to make a payment under this agreement, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- l) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to. If you are using a card to make a withdrawal from a cash machine, the organisation which owns the cash machine will tell you that the payment has been refused.
- m) You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- n) We are not liable if another organisation (or its cash machine or other machine) does not accept your card.

## 6.2 Payments (other than payments by card).

- a) If the special conditions provide for payments to be made from the account and you ask us to make an immediate payment or a future dated payment (including a standing order if we agree to let you make payments by standing order on your savings account) to an account at another bank in the UK, the following applies:
  - i) If you want the payment to reach the person you are sending it to the same day, you can ask us to make the payment by CHAPS. There is a fee for this service.
  - ii) If i) does not apply, the payment will take two working days from the date it is taken from your account to reach the other bank or building society. Where you ask us to make the payment immediately, we will take the money from your account the working day after you ask us to make it, so, for example, if you ask us to make a payment on Monday, we take it from your account on Tuesday and it will arrive on Thursday.
  - iii) If you ask us to make an immediate payment or future dated payment through Telephone Banking or Internet Banking to someone you have not made a payment to before, the payment instruction must be for (or after) the next working day, so that we can set up our systems to make the payment.
- b) If you ask us to make a payment to another Halifax or Bank of Scotland personal account, we will take the money from your account and it will reach the other account straightaway.

### **International payments.**

- c) If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than three working days after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- d) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.
- e) We will use our Retail Reference Exchange Rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current Retail Reference Exchange Rate by calling us on the number set out in our contact details.
- f) When you ask us to make an international payment, we will also tell you about any charges that may apply.
- g) We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- h) Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

### **Cancelling or changing a payment.**

- i) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.

### **Banker's drafts.**

- j) If you can operate your account in our branches, we may allow you to carry out a withdrawal from your account by banker's draft. We may refuse to provide a draft if the withdrawal is below a certain amount, or if a special condition for your account says that banker's drafts are not available.

### **6.3 Card payments.**

- a) If you use your card to withdraw cash, we will take the amount withdrawn from your account on the working day we receive details of the withdrawal.
- b) If you use your card for a cash withdrawal in a currency other than sterling (if this facility is available using your savings card), we will convert the amount withdrawn, or paid, into sterling on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the Visa Reference Exchange Rate and we will charge a foreign exchange fee of a percentage of the amount of the transaction. This percentage and other charges that apply are set out in our interest rates and charges leaflet. You can find out the exchange rate by telephoning the relevant number set out in our contact details, however, if you call before a transaction is added to or taken from your account, the rate we provide will only be indicative.
- c) However, if you use your card to withdraw foreign currency from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion into foreign currency. That bank will set the exchange rate and may charge you for the conversion.

### **6.4 Refunds for payments.**

- a) If you become aware of a transaction by way of automated payment or card transaction which has not been properly authorised or has been incorrectly executed on your account you must notify us by phoning us (see our contact details). This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date the transaction is debited to your account. If you do not notify us, you will not be entitled to a refund under this condition 6.4.
- b) You may be entitled to claim a refund in relation to transactions undertaken by automated payment or card transaction where:
  - i) a transaction was not authorised; or
  - ii) we are responsible for a transaction which was incorrectly executed and you notified us in accordance with condition 6.4 (a).

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

- c) In the case of a disputed transaction the burden of proving fraud or gross negligence will lie with us.
- d) If you are eligible for a refund under this condition, we will reimburse you for any charges you have incurred as a result of the incorrect execution.

**7. Interest, charges and other payments.**

- 7.1 We give you details of our current interest rates (where applicable) and any charges for the normal running of your account in our interest rates and charges leaflet. You can also find them out by contacting us and on our website. We may change our interest rates and charges under condition 10.
- 7.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
- 7.3 The special or additional conditions will tell you when and how we pay interest, if any, on your account. If the day interest is due to be paid on an account is not a working day, we will pay it up to, and on, the next working day unless the special or additional conditions for your account state otherwise. We will calculate interest (if applicable) at the end of each working day. You may not therefore be able to withdraw interest until the following day. We pay compound interest if interest is credited to the same account (rather than to another account) as it becomes part of the account balance and counts towards the amount we pay interest on. Unless the special or additional conditions say otherwise, interest will be credited to your account. If you make a withdrawal from your account then we pay you interest on the amount of the withdrawal up to and including the day before it leaves your account, unless you make the withdrawal on a non working day. In this case we will continue to pay interest up to and including the day before the working day following your withdrawal, for example if you make a withdrawal on a Saturday we will pay interest on the amount withdrawn on the Saturday and the Sunday but not the Monday (provided the Monday is not a bank holiday).
- 7.4 Your interest will be paid either net or gross dependent on your personal circumstances. You may claim income tax back from HMRC if the amount of tax we have taken off is more than you have to pay. Interest will only be paid gross if you are registered with us as a non-tax payer. A separate registration form is required for each account you hold.  
Higher rate tax payers may have to pay additional tax themselves.
- 7.5 You must not allow your account to go overdrawn. If your account goes overdrawn, this does not mean we have agreed to allow you to have an overdraft.

- 7.6 We may take any charges you owe us from the same account. We will tell you personally about any charges you have to pay for the normal running of your account at least 14 days before we take them from your account.

**Part C – General.**

**8. Joint customers.**

- 8.1 If two or more of you are party to this agreement, the following terms apply:
  - a) We can accept the instructions or signature of either or any one of you. For example, either or any one 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, all or a set number of you (and not just from one of you) both or all of you must contact 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. (This will not affect the agreement to accept the instructions or signatures of both, all or a set number of you for any transactions on your account made with certain joint account holders prior to 13 June 2010.)
  - b) Any one of you can replace an account or service with another account or service covered by these general conditions on behalf of all of you. (This will not affect the agreement to accept the instructions or signatures of both, all or a set number of you for any transactions on your account made with certain joint account holders prior to 13 June 2010.)
  - c) If 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 under condition 12. 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).
  - d) Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.

- e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate account statements if you live at different addresses. We can act on information about you which any of you gives us.
- f) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
- g) If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended. 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 one of you), for example, because there is a dispute you cannot resolve, both of you must first return your cards to us, and any other items we have provided. We may then close your account and, if we choose, offer each of you the opportunity to open a new account in just one name.
- h) When this agreement ends (or your account is closed) we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- i) If any of you die, we can, but are not bound to, continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all money from the accounts and provide instructions relating to any services associated with the accounts.
- 9. Authorising others to operate your account.**
- 9.1 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);
  - 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;
  - where the account is in the name of an organisation, for example, companies, partnerships, clubs or similar organisations, anyone who is authorised (in writing) to give instructions on behalf of the organisation.
- 9.2 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.
- 10. Changes to our interest rates, charges and conditions.**
- The changes we can make.**
- 10.1 We can only make changes to these conditions, the special conditions and additional conditions as set out in this condition 10.
- 10.2 Where we refer to “changes” in this condition we mean changes we know will happen, changes which have already taken place and changes we reasonably believe will happen provided that it would be fair for us to make the change for this reason (for example, because of a forthcoming regulatory change). Where we refer to a “payment account” in this condition we mean an account that can be used for making regular payments. (We tell you whether your account is a payment account or not in the special conditions for your account.)
- 10.3 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.
- Changes to interest rates.**
- 10.4 If you have an account which pays interest at a fixed rate, we will not change the interest rate on your account during the term of the fixed rate.
- 10.5 If you have an account that pays interest at a variable rate which is linked to a “reference rate” (which we call a “tracker account”), the special conditions for your account will explain how interest rate changes automatically track any changes in the reference rate. (A “reference rate” is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England bank rate is an example of a reference interest rate.)
- 10.6 For all savings accounts, other than tracker accounts and accounts with a fixed rate, we can change interest rates as provided in this condition 10 to respond proportionately to a change or changes in:
- Bank of England bank rate;
  - any money market rate we use to determine the rates we can offer our retail savings account customers; or
  - the costs to us of offering retail savings accounts to our customers; or
  - if relevant to our interest rates, “regulatory requirements”. (A “regulatory requirement” is any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.)
- 10.7 For all savings accounts other than tracker accounts and accounts with a fixed rate, we can also change interest rates as provided in this condition 10 if it is reasonable to make the change:
- because of changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products;

- b) because:
- i) we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
  - ii) we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
  - iii) 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.
- 10.8 We can also change the interest rate for accounts other than tracker accounts and accounts with a fixed rate under conditions 10.26.
- 10.9 We can make the following changes without giving you notice in advance:
- a) Changes to your interest rate either:
    - i) where the change is favourable to you; or
    - ii) where you have a tracker account, and the change is to track any changes in the reference rate in line with the conditions for your account.
  - b) Changes to the interest rate on an account which is not a payment account where the change is not a disadvantageous change of a material nature and we have a valid reason for making the change as listed in condition 10.6 or 10.7.
- 10.10 Where we make changes under condition 10.9, we will notify you of the change either by putting a notice in at least three national daily newspapers and in our branches, or by writing to you.
- 10.11 We can make other changes to the interest rates we pay on accounts which are not payment accounts if we either:
- a) write to you at least 14 days' in advance, where we have a valid reason for making changes as listed in condition 10.6 or 10.7; or
  - b) write to you at least 14 days in advance where we have any other reason for making the change.
- 10.12 Where condition 10.11 applies, we will allow you a period of at least 30 days from the date you receive our notice, or a period equivalent to the minimum amount of notice to close your account, within which you may close your account without notice (and without us taking anything off the balance under our special conditions). We will explain this in the notice we send you.
- 10.13 Where your account is a payment account (other than a tracker account), we can make changes to your interest rate by writing to you at least two months in advance. We can make this change for one of the reasons set out in conditions 10.6, 10.7 or 10.8, or for any other reason. 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.
- Changes to conditions.**
- 10.14 We can change these conditions, the special conditions and additional conditions:
- a) to respond proportionately to changes in regulatory requirements; and
  - b) to make improvements which are of benefit to you.
- 10.15 We can also change these conditions, the special conditions and additional conditions if it is reasonable to make the change:
- a) because of 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) because of changes in the services and facilities on your account (including changes due to developments in the technology we use, or for reasons outside our control);
  - c) because:
    - i) we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
    - ii) we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
    - iii) 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.
  - d) 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; or
  - e) to reflect changes in technology or security design.
- 10.16 We can also change the conditions, the special conditions and additional conditions for all accounts under condition 10.26.
- 10.17 If your account is a payment account, we can make changes to these conditions, the special conditions and additional conditions by writing to you at least two months in advance. We can make this change for one of the reasons set out in conditions 10.14 or 10.15 above, or for any other reason. 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.
- 10.18 If your account is not a payment account, we can make changes to these conditions, the special conditions and additional conditions for one of the reasons set out in conditions 10.14 or 10.15 above.

Where we reasonably believe that the change is not to your disadvantage we can do this by telling you at least 30 days in advance by giving notice in at least three national daily newspapers, or in our branches, or by writing to you.

- 10.19 If your account is not a payment account, we can make changes to these conditions, the special conditions and additional conditions for any other reason. If we do this, or we make a change for one of the reasons set out in conditions 10.14 and 10.15 above but we believe that the change is to your disadvantage, we will write to you at least 30 days in advance. We will then allow you a period of at least 60 days from the date you receive our notice to close your account without notice (and without us taking anything off the balance under our special conditions). We will explain this in the notice we send you.

#### **Changes to charges.**

- 10.20 If you have an account which pays interest at a fixed rate we will not change any charges for the normal running of your account during the term of the fixed rate. For other accounts we can change the amounts we charge you, charge new or different charges, and change the way you have to pay charges because the change will be of benefit to you or to respond proportionately to changes in:

- a) the costs of providing the service or facilities available on your account, including any changes caused by inflation; or
- b) regulatory requirements.

- 10.21 We can also change the charges for the normal running of your account under conditions 10.25 and 10.26.
- 10.22 If your account is a payment account, we can make changes to the charges for the normal running of your account by writing to you at least two months in advance. We can make this change for one of the reasons set out in conditions 10.20 or 10.21 above, or for any other reason. 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.
- 10.23 If your account is a not a payment account, we can make changes to the charges for the normal running of your account for one of the reasons set out in conditions 10.20 or 10.21 above. If we believe that the change is to your disadvantage, we will write to you at least 30 days in advance. We will then allow you a period of at least 30 days from the date you receive our notice to close your account without notice (and without us taking anything off the balance under our special conditions). We will explain this in the notice we send you. If we believe the change is to your advantage, for example, because we are reducing a charge, we do not need to notify you but will show the new figure in our interest rates and charges leaflet.

- 10.24 We may offer special services on your account. We will notify you of the charges for these services at the time you ask to use them. We are free to change these charges at any time, and do not need to tell you of the change.

#### **Changes for reasons not set out in these conditions.**

- 10.25 We can also change the charges we charge you, or introduce new or different charges for any valid reason not specified in this condition 10, as long as you are free to end the agreement without charge or, if there would be a charge, we agree to waive it.
- 10.26 We can make any changes to these conditions, the special conditions and additional conditions (including the interest rate, the margin on a tracker product or the charges we charge you, or the introduction of new or different charges) for any other reason as long as you are free to end the agreement without charge, or if there would be a charge if we agree to waive it.

### **11. General liability.**

- 11.1 If we break this agreement:

- a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and
- b) as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).

- 11.2 You will be liable up to £50 for any payment instruction you did not give yourself unless we can prove either:

- a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- b) that you have been grossly negligent with your card or Security Details (or allowed someone else to use your card or Security Details) in which case you will be liable for all withdrawals or payments made before you tell us that your card or Security Details have been lost, stolen or could be misused.

In some cases, you will not have any liability for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your card or Security Details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet. If you are not liable for a payment, we will refund the amount of the payment (less the amount you are liable for, if any) and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.

11.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

**12. Using money between accounts (Set-off).**

- 12.1 If any money you owe us (for example, on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 12.2 We can use our set-off right, where you have accounts which are only in your name. We can also use our set-off right where you have accounts which you hold with another person (X), and you and the other person together owe us money (for example, on a joint loan, mortgage or overdraft), as shown below.

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You and X

12.3 Unless this is not permitted by our regulator or other similar body, we can use our set-off right, where you have accounts which you hold with another person (X) and either you or the other person owe us money individually as shown below.

Money in account for:	Set-off against money owed by:
You and X	X
You and X	You

- 12.4 We can use money you have in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 12.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

**13. Ending this agreement or an account or service.**

- 13.1 This agreement will continue until you or we cancel or end it.
- 13.2 You may end this agreement, or an account or other service under it, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. Subject to anything in the special conditions for your account you will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within six months of opening it.
- 13.3 We may end this agreement (or any account or service under it) by writing to you and giving you two months' notice.
- 13.4 We may close or suspend an account or stop providing a service if:
- a) you are not eligible (or no longer eligible) for an account or service; or
  - b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account or service at any time but we may need to check your identity before we do so.
- 13.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us we can help you do this.
- 13.6 If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.
- 13.7 When you or we end this agreement, any service or account we provide under it will end and you must on our request:
- a) repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;
  - b) pay any charges that you owe us (if you cancel, these will be the charges applying to the period before the agreement is cancelled); and
  - c) if we ask you to do so, return anything that belongs to us or that we have given you, such as any cards (cutting them up before sending them).
- If you or we end a service (but not the whole agreement), you must take these steps as they apply to that service alone.

- 13.8 When your account is closed, you are responsible for cancelling any direct payments (such as standing orders, if these are available on your account) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 13.9 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 13.10 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, or, if you have broken this agreement, any loss of ours as a result.
- 13.11 In the event of your death, we may need to see a grant of probate, certificate of confirmation or equivalent grant of representation before releasing money in your account to your personal representatives.
- 14. Transferring rights and obligations.**  
You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.
- 15. Not enforcing this agreement.**  
We may not always strictly enforce our rights under this agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.
- 16. Law applying to this agreement.**
- 16.1 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
- 16.2 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 16.3 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 16.4 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

**If you have a complaint.**

If you feel that we have not met your expectations in any way, please let us know. We want to resolve this with you as quickly as possible. We have a three step procedure, which you can use to voice your concerns.

**Step 1 – Let your usual point of contact know.**

Inform us of your complaint and how you think it could be resolved by calling into any branch or calling us on 08456 02 03 04. If you need to call us from abroad, or prefer not to use our 0845 number, you can also call Telephone Banking on +44 1313 392 573.

We will do all we can to resolve your complaint by the end of the next business day. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

**Step 2 – Follow up.**

To follow up your complaint with Customer Service Recovery you can ask the person you raised your complaint with to refer the matter to them or write to Customer Service Recovery, General Banking, Bank of Scotland, 2 Brindleyplace, Birmingham B1 2AB.

**Step 3 – Financial Ombudsman Service.**

If we have not issued our "final response" within eight weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help. Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800.

## Important information.

### General.

The General Savings conditions include details of how we may change them, the special conditions in this brochure and the interest rates and any charges for your account. Special conditions in this brochure are these Important information points and the other terms in this brochure that explain how your account works.

Bank of Scotland current accounts and services are subject to status. They are only available to personal customers aged 18 or over who are resident in the UK.

### Available transactions.

Subject to the special conditions, the following transactions are available on our savings accounts (although not all transactions are available through all channels): withdrawals by banker's draft, cheque payments in, payments in and withdrawals of cash, Bacs and CHAPS payments in and withdrawals, standing order payments in, internal transfers and payments made through our Telephone Banking and Internet Banking services.

### Cheques.

If you pay a cheque in, the standard central clearing cycle is three working days. However you will need to wait longer before you can take the money out of your account – see condition 5 of our General Savings conditions.

### 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 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 as 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 or additional rate taxpayer further income tax will be due on the interest we pay.

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. The £100 rule does not apply to parental contributions to junior cash ISAs.

If Bank of Scotland, as ISA manager, delegates any of its functions or responsibilities under the ISA conditions, it will satisfy itself that the person to whom the functions or responsibilities are delegated are competent to carry out those functions or responsibilities.

### Withdrawals.

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.

**Transfer of interest** – If you ask us to transfer your interest to an account at another bank or building society, we can only do this if that bank or building society has a UK bank sort code.

**Transfers out of your account** – If you take out money using either the Telephone Banking or Internet Banking service you'll need to transfer the amount you withdraw to another account, either with us or with another bank or building society with a UK bank sort code. If you ask for this transfer through Internet Banking, then we can only transfer to another account which you hold, not to an account held by another person.

**Bankers' drafts** – We may apply a charge if you want to make a withdrawal using a bankers' draft. We will give you full details if you ask for a draft, in time for you to choose to make your withdrawal in a different way if you prefer.

### Interest payment dates.

If the day on which we are due to pay you interest is not a working day, we will pay your interest on the next working day. You will receive interest up to and including the actual day of payment so you will not lose any interest.

### Maturity dates for fixed rate fixed term accounts.

If your account matures on a working day, you will receive interest up to and including that day. As we explain in condition 7.3, we calculate interest at the end of each working day. You will therefore be able to withdraw your money the following day. If you ask us to reinvest your matured funds into another account with us, then as long as we have received your instructions in time your new account will start on the day following maturity provided it is a working day. For example, if your account matures on a Wednesday you will be able to take the money out on the Thursday. Alternatively if you choose to reinvest, and we have received your maturity instructions in time, your new account, and new interest rate, will start on the Thursday. (Where the day following maturity is not a working day, and we have received your maturity instructions in time, your new account, and new interest rate, will start on the next working day.)

If your account is due to mature on a non working day, your account will mature and you will receive interest up to and including the next working day. As we explain in condition 7.3, we calculate interest at the end of each working day. You will therefore be able to withdraw your money the following day. If you ask us to reinvest your matured funds into another account with us, then as long as we have received your instructions in time your new account will start on this day provided it is a working day. For example, if your account is due to mature on a Saturday, it will mature on the Monday and we will continue to pay you interest on your account at the same rate for Saturday, Sunday and Monday. You will be able to take the money out on the Tuesday. Alternatively if you choose to reinvest, and we have received your maturity instructions in time, your new account will start on the Tuesday, and your new interest rate will apply from and including that day.

Following the maturity of your fixed rate fixed term account, we will pay you interest at our Maturity Funds rate while we are waiting to receive or process your maturity instructions.

#### **Time for paying interest.**

We will pay interest at the end of the working day on which it is due. This means that you may not be able to withdraw interest until the following day.

#### **Fixed Rate Bond.**

If you choose to have your interest paid monthly, this will be at a different rate.

#### **Fixed Cash ISA – two year term.**

If you opened a two year Fixed Cash ISA between 15 September 2011 and 2 April 2012, and you close it before the end of the term, or transfer to another ISA, the amount you will lose is equivalent to 160 days interest, and not 180 as shown in condition 6.1 of our Fixed Cash ISA conditions.

#### **Charges for international payments into your account.**

We explain our charges on savings accounts in the interest rates and charges booklet for your account. If you have a variable rate account you will have been given or sent a copy when you opened your account, and you can ask us for a new one at any time. If you have a fixed rate account, you could incur a charge if you make an international payment into your account. These are explained below:

- International payments into your account for £100 or less (after we've converted the money into sterling) – £2.
- International payments into your account over £100 (after we've converted the money into sterling) – £7.

The amount you pay will be calculated after we've converted the money into sterling. We'll do this on the day we pay it into your account.

#### **Overdrawn accounts.**

You must not allow your savings account to go overdrawn. If we carry out a transaction on your account and this makes your account go overdrawn, this does not mean that we have agreed to let you have an overdraft.

If your savings account does go overdrawn, we can charge you interest. Please refer to our interest rates and charges leaflet. You must also immediately pay us the amount you are overdrawn by (along with any charges and interest you owe).

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 savings 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; or
- Add the interest you owe us on your overdraft (or take it off your credit balance).

We may apply set off between your accounts to reduce or repay the amount you owe on your overdrawn savings account in line with condition 12 of our General Savings conditions.

If we wish to change the rate of interest that we charge on any overdrawn savings accounts, this will be a change to our conditions under condition 10 of the General Savings conditions.

#### **Post office® counters.**

Our savings customers can pay cash and cheques into their savings accounts at Post Office® counters. You will need to provide your savings account number and sort code, and you will need to register your account before you can use this service. You will not be able to withdraw any money, or check your balance.

**The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.**

## 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 £85,000. 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 £85,000 each (making a total of £170,000). The £85,000 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](http://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 divisions 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, Bank of Scotland Treasury, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, 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 £85,000 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.

## How we are regulated.

We lend money and offer savings, insurance and other financial services to our customers. We are authorised and regulated by the Financial Services Authority ("FSA") for these services except lending, and licensed and regulated by the Office of Fair Trading ("OFT"), for lending services. We are also a member of the British Bankers' Association. Please see [www.bba.org.uk](http://www.bba.org.uk) to find out more. Our OFT licence number is 593292. You can call the OFT on 020 7211 8608 to find out more. We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk). Our FSA Register number is 169628. To find out more about us, see the FSA Register: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or call the FSA on **0300 500 5000**.

Our company details are Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.

To find out more about our companies, see the Registrar's website, [www.companiesshouse.co.uk](http://www.companiesshouse.co.uk) or call the Registrar on **0870 33 33 636**.

## Advertising.

We are regulated by the Office of Communications ("Ofcom"). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org.uk](http://www.ofcom.org.uk), telephone 020 7981 3040, textphone/fax 020 7981 3043.

We follow advertising codes regulated by the Advertising Standards Authority ("ASA"). If you would like to complain to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk). If you would like to find out more about the advertising codes or the ASA, please see [www.asa.org.uk](http://www.asa.org.uk), call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk), fax them on 020 7242 3696 or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

## Other information.

We will communicate with you in English. Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.

**For more information** visit us at [bankofscotland.co.uk](http://bankofscotland.co.uk) or go to any Bank of Scotland branch. Cashpoint® is a registered trademark and is used under licence by Bank of Scotland plc.

We will keep a copy of this agreement, which will be available from our website or on request. Please contact any Bank of Scotland branch if you'd like this in Braille, large print or on audio. You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.

All information given is correct at date of printing and may change under the account conditions. (March 2012).



Please contact any Bank of Scotland branch if you'd like this in Braille, large print or on audio.

You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.

### **What to do if you have a problem.**

#### **Our promise.**

If you do have a problem we'll do our best to resolve it immediately. Where we can't, we'll ensure you have the name and contact details of the person or team dealing with your complaint.

#### **If you're still not happy.**

We'll do our best to sort things out but if we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint – provided you have tried to resolve the matter directly with us first.

We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

### **Tell us if there's a problem.**

If you have a complaint or just want to tell us about something we could do better, there are a number of ways you can let us know:

#### **Visit a branch.**

Come and see us at any of our branches and speak to a member of the branch team.

#### **By telephone.**

Call us on **08456 02 03 04**.  
24 hours a day, 7 days a week.

#### **By textphone.**

If you have a hearing impairment, call us on **08457 32 34 36**.

#### **By post.**

Write to us at Bank of Scotland,  
PO Box 548, Leeds LS1 1WU.

### **Important information.**

Bank of Scotland plc. Registered in Scotland  
No. SC327000. Registered office: The Mound,  
Edinburgh EH1 1YZ.

Authorised and regulated by the Financial Services  
Authority.

As part of Lloyds Banking Group, Bank of Scotland is a  
Proud Partner for Scotland of the London 2012 Olympic  
Games and Paralympic Games.

This information is correct as at April 2012.

Compliance No. 18075.0

1/4520411-8 (04/12)

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[bankofscotland.co.uk/trackside](http://bankofscotland.co.uk/trackside)



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