

# **Savings account conditions**

For use from 19 April 2021



# Welcome to Bank of Scotland

This booklet explains how your Bank of Scotland savings account works, and includes its main conditions.

## This booklet contains:

- ▶ information about how to contact us and how we will contact you;
- ▶ an explanation of what makes up our agreement with you for your savings account and related services;
- ▶ our conditions, divided into sections. To help you find what you need, we list the main points of each section under 'What's in this booklet?'; and
- ▶ details of charges that may apply to your account.

## Please:

- ▶ read this booklet carefully and keep it for future reference;
- ▶ ask us if you have any questions, using the contact details we provide;
- ▶ note that the examples (shown by ⓘ) in this document help to explain our terms but don't form part of the conditions.

For information about your statutory rights, please contact your local Trading Standards Scotland Department or Citizens Advice Scotland.

Not all of the accounts covered by this booklet are available to new customers at all times. We may offer different interest rates and terms depending on how you open and operate your account. For example, you may prefer to use only Internet Banking. From time to time we may also offer special interest rates to some customers, for example to recognise their relationship with us.

You may not always be able to open all accounts through each of our service channels. We've designed some accounts to be opened and operated only in a particular way, for example, by using Internet Banking. We can withdraw accounts and interest rates at any time, though this will not affect existing customers.

To check whether a particular account is available, go online to [www.bankofscotland.co.uk/savings/interest-rates](http://www.bankofscotland.co.uk/savings/interest-rates), ask in one of our branches or phone 0345 602 0304, from 7am to 11pm, 7 days a week.

Our 'Savings rates' leaflet shows the interest rate we'll pay on your savings. You can also check our rates online at [www.bankofscotland.co.uk/savings/interest-rates](http://www.bankofscotland.co.uk/savings/interest-rates)

## How to contact us

<p>To tell us:</p> <ul style="list-style-type: none"><li>▶ about a change of contact details</li><li>▶ you've forgotten your PIN (if you have a card to use with your account)</li><li>▶ you didn't authorise a payment</li><li>▶ you think we have not made a payment correctly</li><li>▶ you think someone knows your security details</li><li>▶ you want to know our current standard exchange rates</li><li>▶ about anything else...</li></ul>	<p><b>Call</b> 0345 602 0304, 24/7 automated service, advisers are available from 7am to 11pm, seven days a week.</p> <p><b>Textphone</b> 0345 600 9644 if you find hearing or speaking difficult from 9am to 5.30pm, seven days a week.</p> <p><b>Visit one of our branches</b> <b>Write</b> to us at Bank of Scotland, PO Box 548, Leeds LS1 1WU.</p>
<p><b>To report a lost or stolen device (including your card) or damaged card...</b></p>	<p><b>Call</b> 0800 028 8335 (UK) +44 (0)131 454 1605 (from abroad)</p> <p><b>Visit one of our branches</b></p>
<p><b>To make a complaint...</b></p>	<p>See Section M 'Other important terms'</p>

If you are registered for Internet Banking or you use our Mobile Banking app, you can use it to report a lost or stolen device or card and request a replacement card or a new PIN. You can check our interest rates online at [www.bankofscotland.co.uk/savings/interest-rates](http://www.bankofscotland.co.uk/savings/interest-rates)

In England, Wales and Northern Ireland, you can also contact us and give us instructions for most day-to-day banking at Halifax.

We strongly recommend you do not use email to give us confidential information or instructions.

Not all services are available through Telephone Banking 24 hours a day, seven days a week. Please ask an adviser for more information.

You can usually use our Telephone, Internet and Mobile Banking services and cash machines at all times. But occasionally, repairs and maintenance may mean a service isn't available for a short time.

Any instructions you give us are not effective until we actually receive them.

Our accounts are not designed for postal use. If you contact us by post your letter will go to a central unit before being sent to the correct area, and this will add at least one working day to our usual timescales.

## How we can contact you

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. We will use the same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat.

We never ask for details about your account, devices, security details or any confidential information by email. So please do not reply to an email asking for this information.

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### Meaning of words we've used

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<b>card</b>	Any card – or card details – that can be used to give us instructions on your account, for example by using a cash machine.
<b>electronic or electronically</b>	Any form of message made by any type of telecommunication, digital or IT device – including the internet, mobile banking application, email and SMS.

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You must tell us if your name or contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

### Recording calls

We may listen in to or record phone calls to:

- ▶ check we have carried out your instructions correctly and are meeting our regulatory requirements;
- ▶ help detect or prevent fraud or other crimes; and
- ▶ improve our service.

## What's in this booklet?

Here is a list of the sections in this document, to help you find what's important to you more easily.

<b>Topic</b>	<b>Read more about this</b>	<b>Page</b>
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# Section A – Our agreement with you

Our agreement with you is made up of three kinds of conditions:

- ▶ The 'general conditions' in this booklet. They are the main terms for your savings account and for our overall relationship with you.
- ▶ The 'special conditions' in this booklet. They are terms that apply only to your chosen savings account.
- ▶ The 'additional conditions', which are the details of interest rates, charges and other terms that apply to a specific account or service that are not set out in the general conditions or special conditions. We give these to you when speaking to you or in documents such as our application forms, letters, emails or leaflets (such as our 'Savings rates' leaflet), or on our website.



Additional conditions include things like when we will pay interest and how to qualify for a particular account or interest rate.

If an additional condition or special condition conflicts with a general condition, the additional or special condition applies.

Our accounts are for personal customers resident in the UK. You must not open or use one for the purpose of a business, club, charity or other organisation without our consent. We have different agreements for customers who are not personal customers.

Most of the accounts in this booklet must not be used to hold money for someone else (including as a trustee or personal representative for someone else) without our consent. An adult can open a Children's Saver account in trust for a child (and can later hold any account that automatically replaces a Children's Saver account on trust too).

You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account.

When someone is making a payment into your account and is checking with us if your name matches your other account details, we will give information about you and your account to them. This information can include:

- i) your name;
- ii) the type of account you hold – personal or business;
- iii) if your account has switched to another bank.

For more information on how we can use your data, please see our privacy notice (including the 'Your Rights' section). This is available at: [www.bankofscotland.co.uk/securityandprivacy/privacy-explained/](http://www.bankofscotland.co.uk/securityandprivacy/privacy-explained/) **data-privacy-notice**, as a leaflet in branch or by asking us.

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## Meaning of words we've used

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<b>account</b>	Any account you hold with us that is covered by this agreement.
<b>Lloyds Banking Group</b>	This includes us and a number of other companies using the Bank of Scotland, Halifax and Lloyds Bank brands and their associated companies. You can find more information on the Lloyds Banking Group at <a href="http://www.lloydsbankinggroup.com">www.lloydsbankinggroup.com</a>
<b>we, us, our</b>	Bank of Scotland plc.

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We explain the meaning of some other words at the start of each section of this booklet.

## Section B – Special conditions

You'll see from Section G that we treat payment and non-payment accounts differently when we make any changes to your conditions or interest rate.

Payment accounts	Non-payment accounts
Access saver	Access Cash ISA
Children's saver	Fixed Cash ISA
Instant Access Savings Account	ISA Saver
	Junior Cash ISA
	Help to Buy: ISA
	Fixed Rate Bond
	Monthly Saver

### Managing your account and the transactions you can make

The special conditions for your account will tell you if there are restrictions on the kind of transactions you can make. For example, they say whether or not you are allowed to make withdrawals, if you should only use your account online, or if you can ask for a card to withdraw cash and get account information from a cash machine.

Subject to what the special conditions say, the transactions we've listed below are available on our savings accounts. Not all are available through all channels. Limits may apply to certain transactions and channels.

- ▶ Withdrawals by banker's draft.
- ▶ Cheque payments in.
- ▶ Cash payments in and cash withdrawals.
- ▶ Payments in and withdrawals using Faster Payments, BACS and CHAPS.
- ▶ Standing order payments in.
- ▶ Internal transfers.
- ▶ Payments made online or by phone.

Opening times and services may vary depending on the type of branch you use. Not all our services are available everywhere, or at all times. For example, some branches are open without offering counter services in the evenings or weekends, and some branches are Counter-free, mainly giving self-service access to your accounts. Please check available services, times and any transaction limits with the branch you want to use.

Cash withdrawals – You can take cash out from our branches or, if you have a card to use with your savings account, from Bank of Scotland, Halifax or other cash machines. There are limits to the maximum amounts you can have each day.

- ▶ Cash machine: The amount will vary depending on the sort of account you have. We tell you the amount when we send you your card.
- ▶ Counter-free branches: You can only take out cash (notes only) using one of the cash machines. You cannot withdraw coins at our Counter-free branches.
- ▶ Branches with a counter: Up to £2,500. If you need to withdraw more than this, please give us at least 24 hours' notice.
- ▶ One of our Mobile Branches: Up to £500, or up to £1,500 if pre-ordered at least 48 hours before.

## Access Saver

An instant access account with variable interest. It lasts for 12 months.

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### Opening an Access Saver

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**When opening an Access Saver you:**

- ▶ Must be 16 or over.
  - ▶ Must want to save £1+.
  - ▶ Can use a Bank of Scotland branch, go online or call us.
  - ▶ Can have a joint account.
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### Having an Access Saver

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**Our interest on Access Saver:**

- ▶ Is variable – it can change during the 12-month term. For the rate, see our 'Savings rates' leaflet or our website.
  - ▶ Is paid on the anniversary of account opening.
  - ▶ Is paid into your account, or you can ask us to pay it to a different account with us or another bank or building society.
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**Operating your account:**

- ▶ Use our branches, go online or call us.
  - ▶ Use a Cashpoint® card – just ask in branch if you'd like one.
  - ▶ You get regular statements to help you keep track. How often you get statements will depend on whether or not you take out money with your card and how much you use your account. We'll provide you with a statement at least once a year.
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**After 12 months**

- ▶ Your account will automatically change to an Instant Access Savings Account the day after it matures and we pay your interest. See Section M for more detail on what happens if your account matures on a non-working day.
  - ▶ Instant Access Savings Account also gives instant access to your savings. You can use it in branch, go online or call us, and your Access Saver card will still work.
  - ▶ We'll send you full details of Instant Access Savings Account. If you keep your savings in your Instant Access Savings Account, we'll regard you as having agreed to the new account conditions.
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## Instant Access Savings Account

(not currently available to new customers)

An instant access account with variable interest.

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### Having an Instant Access Savings Account

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<b>You:</b>	<ul style="list-style-type: none"><li>▶ Must be 11 or over (16 or over if you want to use it online or by phone).</li><li>▶ Must want to save £1+.</li><li>▶ Can use one of our branches, go online or call us.</li><li>▶ Can have a joint account.</li></ul>
<b>Our interest on Instant Access Savings Account:</b>	<ul style="list-style-type: none"><li>▶ Is variable – it can change while you have the account. For the rate, see our 'Savings rates' leaflet or our website.</li><li>▶ Is paid:<ul style="list-style-type: none"><li>○ If you originally opened your account as an Instant Access Savings Account:<ul style="list-style-type: none"><li>– each year on the date you chose when you opened your account, if you opted for annual interest and chose a date for us to pay your interest;</li><li>– each year on the last day in February, if you opted for annual interest but did not choose a date for us to pay your interest;</li><li>– monthly on the date you chose when you opened your account, if you opted for monthly interest and chose a date for us to pay your interest; or</li><li>– monthly on the last day of each month, if you opted for monthly interest without choosing a date for us to pay your interest;</li></ul></li><li>○ If you originally opened your account as an Access Saver, each year on the anniversary of account opening;</li><li>○ If you originally opened your account as a Bank of Scotland Monthly Saver account after 11 September 2011, each year on the anniversary of the date your account changed to an Instant Access Savings Account.</li><li>○ If you originally opened your account as an Internet Saver, each year on the anniversary of account opening;</li><li>○ If you originally opened your account as an Exclusive Saver account either:<ul style="list-style-type: none"><li>– each year on the anniversary of account opening, if you opted for annual interest: or</li><li>– monthly on the same date each month as you opened your account, if you opted for monthly interest;</li></ul></li><li>○ If you originally opened your account as a Fixed Rate Bond and it had not changed to Matured Funds on or before 2 September 2016:<ul style="list-style-type: none"><li>– monthly on the same date each month as you opened your account, if you opted for monthly interest; or</li><li>– each year on the anniversary of account opening, if you chose a 1, 2, 3, 4 or 5 year term and opted for annual interest;</li></ul></li></ul></li></ul>



	<ul style="list-style-type: none"> <li>o If you originally opened your account as a Stepped Income Reserve and it had not changed to Matured Funds on or before 2 September 2016 either: <ul style="list-style-type: none"> <li>– monthly on the same date each month as you opened your account, if you opted for monthly interest; or</li> <li>– each year on the anniversary of account opening, if you opted for annual interest;</li> </ul> </li> <li>o If you originally opened your account as a Tracker Bond and it had not changed to Matured Funds on or before 2 September 2016 either: <ul style="list-style-type: none"> <li>– monthly on the same date each month as you opened your account, if you opted for monthly interest (available for all terms); or</li> <li>– each year on the anniversary of account opening, if you chose a 12 or 24 month term and you opted for annual interest;</li> </ul> </li> <li>o If you originally opened your account as a Step Bond or Online Step Bond and it had not changed to Matured Funds on or before 2 September 2016; <ul style="list-style-type: none"> <li>– monthly on the same date each month as you opened your account, if you opted for monthly interest; or</li> <li>– each year on the anniversary of account opening, if you opted for annual interest.</li> </ul> </li> </ul> <p>▶ Is paid into your account, or you can ask us to pay it to a different account with us or another bank or building society.</p>
<p><b>Operating your account:</b></p>	<ul style="list-style-type: none"> <li>▶ Use our branches, go online or call us.</li> <li>▶ Use a Cashpoint® card – just ask in branch if you’d like one.</li> <li>▶ You get regular statements to help you keep track. How often you get statements will depend on whether or not you take out money with your card and how much you use your account. We’ll provide you with a statement at least once a year.</li> </ul>

## Monthly Saver

A 12 month account with fixed interest, and easy-access to your savings. Pay in once a month, although you don't have to pay in every month. It's only available to existing Bank of Scotland bank account customers.

### Opening a Monthly Saver

<b>When opening a Monthly Saver you:</b>	<ul style="list-style-type: none"><li>▶ Must be 16 or over.</li><li>▶ Must already have a Bank of Scotland personal bank account.</li><li>▶ Must want to save between £25 and £250 each calendar month by standing order, or transfer from your bank account.</li><li>▶ Can use a Bank of Scotland branch, go online or call us.</li><li>▶ Can have a joint account.</li><li>▶ Can only have one Monthly Saver account, either in your sole name or jointly with someone else.</li></ul>
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### Having a Monthly Saver

<b>Our interest on Monthly Saver:</b>	<ul style="list-style-type: none"><li>▶ Is fixed for 12 months.</li><li>▶ Is paid on the anniversary of account opening. As we work out the interest each day and pay it after 12 months, you won't get a full year's interest on the total amount you save. For example, if you save £50 each month, we'll pay you interest on your first £50 for 12 months, on the second £50 for 11 months, on the third £50 for 10 months and so on.</li><li>▶ Is paid into your account.</li></ul>
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<b>Operating your account:</b>	<ul style="list-style-type: none"><li>▶ Use one of our branches with a counter, go online or call us.</li><li>▶ Make sure we get your first payment within 28 days of account opening. After that any payment must reach your account by 25th of the month, otherwise it won't count as that month's payment.</li><li>▶ You can only pay in once a month.</li><li>▶ You don't have to pay in every month and you can change the amount you save at any time.</li><li>▶ If your payment is either less than £25 or more than £250, we will return the whole amount. It will not count as your payment for that month.</li><li>▶ You have easy-access to your savings. If you want to make a withdrawal, you must do this by transfer to your Bank of Scotland bank account. Use one of our branches with a counter, go online or call us if you want to do this. As there's a £250 limit to the amount you can pay into your account in any month, if you make a withdrawal you will limit the overall amount you can put into your Monthly Saver.</li><li>▶ If you close your account before the end of the 12 month term, you won't be able to open another Monthly Saver account with us before the first anniversary of your account opening. Use one of our branches with a counter if you want to close your account.</li><li>▶ We'll provide you with a statement at least once each year.</li></ul>
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<b>After 12 months:</b>	<ul style="list-style-type: none"><li>▶ We'll change your account to an Instant Access Savings Account (or another instant access savings account we offer at the time). This will happen on the day after the anniversary of your Monthly Saver account opening. (See Section M for more detail on what happens if that anniversary is not a working day.) Your account number and sort code will not change and we will continue to accept your monthly payment until you cancel it. We'll send you full details of Instant Access Savings Account (or the other instant access savings account). If you carry on saving in your changed account, we'll regard you as having agreed to the new account conditions.</li></ul>
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## Fixed Rate Bond

A fixed-term account that pays fixed interest, however long you choose to save. We offer various terms, from three months to five years. Not all of these are available to new customers at all times. These conditions cover all the terms.

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### Opening a Fixed Rate Bond

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**When opening a Fixed Rate Bond you:**

- ▶ Must be 16 or over.
- ▶ Must want to save £2,000+.
- ▶ Have up to 10 days from account opening to pay in (and you can make several payments in during this time). Your account term starts on the day you open your account (or the next working day), even if you don't pay anything in when you open it.
- ▶ Can use a Bank of Scotland branch, go online or call us.
- ▶ Can have a joint account.

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### Having a Fixed Rate Bond

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**Our interest on Fixed Rate Bond:**

- ▶ Is fixed – it will not change during the term you choose. For the rate, for the different fixed terms see our Fixed Rate Bond interest rates leaflet, or our website. (To check your rate during your term go online or ask in branch.)
- ▶ Is paid:
  - either monthly or at the end of the term, if you choose to save for 3, 6 or 9 months or for a year; or
  - either monthly or annually if you choose to save for 2, 3, 4 or 5 years.
- ▶ We'll pay monthly interest on the same date each month as you opened your account. We'll pay annual interest each year on the anniversary of the date you opened your account.
- ▶ Monthly interest may be at a different rate to annual interest.
- ▶ Is paid into your account (as long as you opened it on or after 1 December 2015), or you can ask us to pay it to a different account with us or another bank or building society.

**Operating your account:**

- ▶ Use one of our branches with a counter, or call us. You can also go online to see your account balance and give us your maturity instructions.
  - ▶ We'll send you a statement when your account matures, and annual statements for accounts that are for 2, 3, 4 or 5 years.
  - ▶ You can't withdraw part of your savings, but you can close your account early. You will need to visit one of our branches with a counter do this. If you close before the end of the term you will lose an amount equal to:
    - 60 days' interest – for a 3 or 6 months term;
    - 90 days' interest – for a 9 months or 1 year term;
    - 180 days' interest – for a 2 year term;
    - 270 days' interest – for a 3 year term;
    - 320 days' interest – for a 4 year term; or
    - 365 days' interest – for a 5 year term.
  - ▶ This will be taken from the amount you put in your Fixed Rate Bond when you opened it. You may therefore get back less than you first invested.
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## Having a Fixed Rate Bond (Continued)

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### **At the end of your chosen term:**

- ▶ We'll get in touch beforehand, to ask what you'd like to do with the money in your account.
  - ▶ We'll pay you interest on the day your account matures, and you will be able to take out your money the following day. See Section M for more detail, including what happens if your account matures on a non-working day.
  - ▶ If we don't get instructions from you in time, your account will automatically change to an Instant Access Savings Account, the day after it matures and we pay your interest.
  - ▶ Instant Access Savings Account gives instant access to your savings. You can use it in branch, go online or call us. You can ask us in branch for a Cashpoint® card to use with your account.
  - ▶ We'll send you full details of Instant Access Savings Account. If you keep your savings in your Instant Access Savings Account, we'll regard you as having agreed to the new account conditions.
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## Children's Saver

An instant access account for someone aged 18 or over with a Bank of Scotland personal current account to save for a child under 16. Only two Children's Saver accounts can be held for any one child. This means we will need to tell anyone who tries to open an additional account that the limit has already been reached.

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### Opening a Children's Saver

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#### When opening a Children's Saver you:

- ▶ Must be 18 or over, have a Bank of Scotland personal current account, and want to save for a child aged 15 or under.
- ▶ Must want to save £1+.
- ▶ Must have the consent of the parent or legal guardian of the child if you are not the parent or legal guardian yourself. This is to allow us to have limited information about the child so that we can open and operate the account. Once the account is open we'll write to the child's parent or legal guardian to confirm an account has been opened. If you are not the child's parent or legal guardian and a parent or legal guardian tells us they do not consent to you having the account, we will close it as soon as we can and return the money saved.
- ▶ Can use one of our branches or go online.
- ▶ Will hold the account as trustee for the child you are saving for. You are the only one who can open and operate the account. You can only save for one child in an account, but you can open more than one Children's Saver account to save for several children separately.
- ▶ Understand that being a trustee means you must manage the account for the child's benefit, and that the child can claim the money from you in the future. Generally a trustee will transfer money in a trust account to the child once he or she is old enough. The age this happens will usually be 16 or above.
- ▶ Understand that once the child is old enough we will tell them that we are holding some information about them.
- ▶ Understand that up to two Children's Saver accounts can be held for any one child, for example if two parents want to save separately. This means if there are already two accounts and someone else tries to open a Children's Saver account for the same child we will let them know the limit has already been reached.

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### Having a Children's Saver

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#### Our interest on Children's Saver:

- ▶ Is variable – it can change while you have the account. For the rate see our 'Savings rates' leaflet or our website.
  - ▶ Is paid monthly, on the same date each month as you opened the account.
  - ▶ Is generally treated as the child's income. You should consider whether this, and any other income the child has, should be reported to HM Revenue & Customs. Bear in mind that if a parent gives money to a child (including saving in a trust account for the child), it is possible that the interest from it may count as the parent's income for tax purposes. This applies if the money is held in just one account or a number of different accounts. (See Section N for more information.)
  - ▶ Is paid into the account.
  - ▶ Because the interest is generally treated as the child's income, the child's details may need to be reported to HMRC or another overseas Tax Authority in accordance with any law, legislation or regulation of the UK.
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<p><b>Operating your account:</b></p>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter, go online or call us.</li> <li>▶ You have instant access, so you can pay in and withdraw when you need to. Use one of our branches with a counter if you want to take any money out.</li> <li>▶ You get regular statements to help you keep track. How often you get statements will depend on how much you use your account. We'll provide you with a statement at least once a year.</li> </ul>
<p><b>In the future:</b></p>	<ul style="list-style-type: none"> <li>▶ We'll contact you once the child is old enough in case you want to talk to us about his or her financial needs. We will not do this before the child's 11th birthday.</li> <li>▶ We'll contact you before the child's 16th birthday. You'll be able to transfer the money into a new account in the child's name if you wish, or keep control of the savings if you prefer, for example if you want to save until the child is older. If you decide to keep control of the money, on the child's 16th birthday the account will automatically change to an Access Saver account, which you will also hold on trust for the child. Access Saver is an instant access account too.</li> <li>▶ We'll send you full details of Access Saver including the interest rate, which may be lower. If you keep the savings in your Access Saver account, we'll regard you as having agreed to the new account conditions.</li> <li>▶ When we contact you before the child's 16th birthday, we'll remind you that we need to let the child know about the information we hold. This may be relevant if you do not think the child should know about the savings yet.</li> <li>▶ If you die before the child's 16th birthday your executor will be able to nominate a replacement trustee to continue to hold the savings for the child's benefit.</li> <li>▶ If the child dies before his or her 16th birthday you will be able to close the account. Please contact one of our branches with a counter to do this.</li> </ul>

## Cash ISAs from Bank of Scotland

We offer four cash ISAs – Access Cash ISA, ISA Saver, Fixed Cash ISA and Junior Cash ISA. ISA Saver and Help to Buy: ISA are not currently available to new customers.

### ISA Promise

1. When you switch your ISA or Child Trust Fund to us we will not wait for your current provider, we pay interest from day one of receiving your completed transfer application as long as your funds are free to transfer.
2. We'll keep you informed:
  - ▶ While switching your ISA or Child Trust Fund to us.
  - ▶ When your cash ISA is coming to the end of a fixed term.
  - ▶ Of your interest rate on statements, online and mobile.
3. We won't offer any of our cash ISA products to new customers only.

Our ISA Promise is part of our agreement with you.

If your transfer is delayed because your existing ISA or Child Trust Fund 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 this date.

## The following conditions apply to all our Bank of Scotland cash ISAs

There are also some special conditions that only apply to the particular ISA you choose. Those follow these conditions that apply to all our cash ISAs – see page 19.

### A bit about ISAs

ISAs (Individual Savings Accounts) help people save tax efficiently.

The government limits the amount you can save in ISAs, has rules on who can apply and restricts the number of ISAs you can have. Our savings literature has the limits and other key information about ISAs.

An ISA can be a cash ISA, a stocks and shares ISA, an innovative finance ISA or a lifetime ISA. Help to Buy: ISAs are a type of cash ISA, for certain people saving for their first home.

If you're 16 or over then in any tax year, you can generally pay into a cash ISA, and if you're 18 or over a stocks and shares ISA and an innovative finance ISA. You can save in any type or a combination of all these. Depending on your age and circumstances you may also be able to save in a lifetime ISA. You can save up to the overall annual ISA savings limit, but bear in mind that some ISAs have their own limits. Your ISAs do not need to be with the same ISA provider.

With junior ISAs (for under 18s) a child can only have one junior cash ISA and one stocks and shares junior ISA.

If you have a Help to Buy: ISA you can pay into it, a stocks and shares ISA and an innovative finance ISA in any tax year. Depending on your age and circumstances you may also be able to save in a lifetime ISA. Generally you cannot also pay into an ordinary [non Help to Buy: ISA] cash ISA too. The government's ISA rules mean you must not subscribe to more than one cash ISA in any tax year.

There's no income tax on any interest we pay on our cash ISAs. If you have a stocks and shares ISA, an innovative finance ISA or a lifetime ISA any income or growth from your investment will be free of both income tax and capital gains tax. The tax treatment of any account will depend on your individual circumstances and may change in the future.

If there are any relevant changes to the ISA regulations, we'll apply them to your account straight away.

The ISAs explained in this booklet are all cash ISAs. They only hold money, not stocks and shares.

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## Opening a Bank of Scotland cash ISA

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### When opening a Bank of Scotland cash ISA you:

- ▶ Must be 16 or over. (If it's a Junior Cash ISA, the child must be under 18, and the adult with parental responsibility who opens the account must be over 16.)
  - ▶ Must be resident in the UK for tax purposes or a Crown employee serving overseas, or be married to or in a civil partnership with a Crown employee serving overseas. (If it's a Junior Cash ISA, the child must be resident in the UK for tax purposes, or be dependent on a Crown employee serving overseas.)
  - ▶ Must give us your national insurance number and date of birth. (For our Junior Cash ISAs we will need the child's national insurance number if they are over 16.)
  - ▶ Must want an account in your sole name – you can't open a cash ISA jointly with anyone else.
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## Having a Bank of Scotland cash ISA

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### **If you have a Bank of Scotland cash ISA you:**

We will contact you if a failure to follow the ISA rules means an ISA has, or will, become void. (If it's a Junior Cash ISA we will get in touch with the Registered Contact.) If a cash ISA becomes void income tax may be due on the interest earned, including any interest that has already been paid. You are responsible for paying any tax due to HM Revenue & Customs.

If you have a Help to Buy: ISA, and your account cannot continue as a Help to Buy: ISA, we will convert it to an easy access cash ISA and continue to pay you interest tax free. You will not be able to claim any Help to Buy: ISA bonus on your savings. If that cash ISA then becomes void, income tax may be due on the interest earned, including any interest that has already been paid. You are responsible for paying any tax due to HM Revenue & Customs.

- ▶ Must not subscribe to more than one cash ISA in the same tax year (unless you've transferred your cash ISA [see the ISA Transfers section], or you're using the additional permitted subscription allowance following the death of your spouse or civil partner [see the ISAs on death section]).
- ▶ Cannot use it as security for a loan, or try to transfer it to anyone else.
- ▶ Cannot use it to hold money for someone else, for example as a trustee. (For Junior Cash ISAs, the child owns the money saved and the account is held in their name, even if it is operated by a parent or guardian. Money in a Junior Cash ISA cannot be used to pay any other debts to us.)
- ▶ Should let us know if you move abroad. If you're no longer a UK resident for tax purposes, your cash ISA will continue to receive interest tax free, but you won't usually be able to pay any more money into it. This restriction on paying in will not apply if you are a Crown employee serving overseas, or you are married to or in a civil partnership with a Crown employee serving overseas. (For Junior Cash ISAs, payments can still be made into the account if the child no longer lives in the UK.)
- ▶ Must make a new application if you've not paid anything in for a full tax year and you want to make a fresh payment into your cash ISA. (This does not apply if you want to pay back money you withdrew during the current tax year and have not yet replaced.)



<p><b>If your ISA is flexible (not a Help to Buy: ISA or a Fixed Cash ISA) then:</b></p>	<ul style="list-style-type: none"> <li>▶ You can withdraw up to the total amount in your ISA (including amounts you paid in during previous tax years).</li> <li>▶ As long as you do so in the same tax year, you can then replace withdrawals from your cash ISA by paying them back in to the same account. For example, if you withdrew savings you paid in during the 2018/19 tax year in the 2020/21 tax year, to keep saving that money tax free you would have to pay it back before 5 April 2021.</li> <li>▶ If you make a withdrawal and then pay money into your cash ISA in the same tax year, we will assume you are replacing some or all of the money you withdrew. This means your payments in to your cash ISA will only count towards your ISA savings limit if the total amount you pay in is more than you've withdrawn in that tax year.</li> <li>▶ You cannot pay back in the amount of any withdrawal you made in a previous tax year. If you do not pay back the amount of any withdrawal in the same tax year, you will limit the overall amount you can save tax free.</li> <li>▶ If you withdraw all or part of the money you paid into your cash ISA earlier this tax year but don't replace it in your cash ISA, you can pay the equivalent amount into a stocks and shares ISA, an innovative finance ISA or (depending on your age and circumstances) a lifetime ISA before the end of this tax year as part of your annual ISA allowance.</li> <li>▶ If you make a withdrawal and do not pay the amount of that withdrawal back in before you close your account, you cannot repay the amount into a different cash ISA you have with another provider even if it is the same tax year and that ISA is also flexible.</li> <li>▶ If you withdraw any amount and later want to replace it in the same tax year you should do this before you close or transfer your ISA. You will not be able to replace the amount afterwards, and so would limit the amount you can save tax free. If you change your ISA to a Fixed Cash ISA, you can replace any withdrawals either before this change or during the first 60 days, when you can still make payments into a Fixed Cash ISA.</li> </ul>
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## ISA transfers

ISAs can be transferred from one ISA provider to another.

<p><b>What can I transfer?</b></p>	<ul style="list-style-type: none"> <li>▶ Your existing cash ISA, stocks and shares ISA or innovative finance ISA from another provider to a cash ISA with Bank of Scotland.</li> <li>▶ Your existing lifetime ISA from another provider to a cash ISA with Bank of Scotland.</li> <li>▶ The balance in a Child Trust Fund to a Bank of Scotland Junior Cash ISA.</li> <li>▶ Your existing junior cash ISA or stocks &amp; shares junior ISA to a Bank of Scotland Junior Cash ISA.</li> </ul>
<p><b>How long will it take?</b></p>	<ul style="list-style-type: none"> <li>▶ If you're transferring an existing cash ISA or junior cash ISA it should not take more than 15 working days.</li> <li>▶ If you're moving an existing stocks &amp; shares ISA, innovative finance ISA, lifetime ISA, stocks &amp; shares junior ISA or Child Trust Fund it should not take more than 30 calendar days.</li> <li>▶ If you ask to transfer your cash ISA to another provider, we will send them your ISA savings and information within 5 working days of receiving your transfer request.</li> </ul>

<p><b>If you're transferring to Bank of Scotland, please remember:</b></p>	<ul style="list-style-type: none"> <li>▶ Before you decide whether to transfer your existing ISA or Child Trust Fund to us, check your existing provider's charges for doing this – for example exit costs or charges for closing your existing account early. Special rules apply to lifetime ISAs and a government charge may apply to some withdrawals. You should ask your lifetime ISA provider for full details.</li> <li>▶ If you want to transfer a stocks and shares ISA, an innovative finance ISA, lifetime ISA or Child Trust Fund, any stocks and shares will be sold as part of the process, because we only hold cash in the ISAs explained in this booklet. If the price of the stocks and shares you held go up while the transfer is happening, you will lose out on any increase in value.</li> <li>▶ If you want to transfer a Help to Buy: ISA with another provider to a Bank of Scotland Help to Buy: ISA, you must meet the particular requirements of the Government's Help to Buy: ISA scheme, including those for transfers. (See our Help to Buy ISA section below.)</li> </ul>
<p><b>If you're transferring from Bank of Scotland, please remember:</b></p>	<ul style="list-style-type: none"> <li>▶ There is loss of interest for early closure of a Fixed Cash ISA, and this will apply if you transfer your account to another provider. You should tell your new ISA provider whether you want to transfer straightaway, or wait for your existing ISA to mature so that the funds can be transferred without charge.</li> <li>▶ If your account conditions limit the number of withdrawals you can make from your ISA, a transfer to another ISA provider will count as a withdrawal.</li> <li>▶ If you are the spouse or civil partner of a deceased ISA holder, you can transfer a Bank of Scotland cash ISA you have used to save all or part of any additional permitted subscription allowance in the same way as our other ISAs. Any remaining unused additional permitted subscription allowance will remain with Bank of Scotland.</li> </ul>
<p><b>For any ISA transfer, please remember:</b></p>	<ul style="list-style-type: none"> <li>▶ If you ask to transfer your flexible ISA in full and you have withdrawn all or part of any amount you paid in during a previous tax year, you will not be able to replace these withdrawals once the transfer process starts. This will limit the amount you can save tax free. For example, if you saved £5,000 in your Bank of Scotland ISA during the 2018/19 tax year and withdrew £2,500 of it during the 2020/21 tax year, you would not be able to replace the £2,500 if you then asked to transfer all the money in your Bank of Scotland ISA to another ISA provider. To prevent this you could replace your withdrawn savings before you transfer your ISA in full.</li> <li>▶ Generally you can't subscribe to more than one cash ISA in the same tax year. However you can transfer the money you've saved this tax year to another ISA. If you transfer it to a stocks &amp; shares ISA, lifetime ISA or innovative finance ISA you'll be able to open another cash ISA, as long as overall you don't save more than the annual limit.</li> <li>▶ A child can't have more than one junior cash ISA. However, the funds can be transferred in full to another junior cash ISA. Alternatively the money saved during the current tax year, and all or part of the money paid in during a previous tax year, can be transferred to a stocks &amp; shares junior ISA. If all the money is transferred to a stocks &amp; shares ISA then another junior cash ISA can be opened as long as the annual limit is not exceeded. From the age of 16 up to their 18th birthday, a child can hold a cash ISA and a junior cash ISA, and make payments into both up to the relevant annual limits.</li> <li>▶ Money can't be transferred from a junior cash ISA to a Child Trust Fund.</li> <li>▶ Money can't be transferred from a cash ISA to a junior cash ISA, or from a junior cash ISA to a cash ISA.</li> </ul>

## ISAs on death

Special rules apply when an ISA holder dies.

<b>How we treat our cash ISAs for adults if the ISA holder dies</b>	<p>If you die before 6 April 2018 the tax free status of your ISA will end on the date of your death. Once we're notified, we'll transfer your ISA balance to a new easy-access savings account, and whoever looks after your estate will be able to close it. We will pay the interest gross. They will be responsible for notifying HM Revenue &amp; Customs and paying any tax which is due.</p> <p>If you die on or after 6 April 2018, the tax free status of your account can continue until the earlier of:</p> <ul style="list-style-type: none"><li>▶ your account being closed by your executor, or the equivalent person looking after your estate;</li><li>▶ the date the administration of your estate is completed; or</li><li>▶ three years from the date of your death.</li></ul> <p>During this time we will continue to pay interest tax free. Whoever looks after your estate will not be able to pay any more money into your account, and any money withdrawn (including any withdrawals you made before the date of your death) cannot be replaced.</p> <p>If you have an Access Cash ISA that comes to the end of its 12 month term during this time, the account will automatically change to an ISA Saver. We will tell the person looking after your estate before this happens.</p> <p>If you have a Fixed Cash ISA that comes to an end of its fixed term during this time, the account will automatically change to an ISA Saver. We will tell the person looking after your estate before this happens. They will not be able to reinvest your ISA savings for another fixed term.</p> <p>If your account is still open three years from the date of your death its tax free status will end. We'll transfer your ISA balance to a new easy-access savings account, and the person looking after your estate will be able to close it. We will pay the interest gross, and the person looking after your estate will be responsible for notifying HM Revenue &amp; Customs and paying any tax which is due.</p>
<b>Additional permitted subscription allowance</b>	<ul style="list-style-type: none"><li>▶ A spouse or civil partner who was living with an ISA holder when he or she died can qualify to save an 'additional permitted subscription'.</li><li>▶ If you qualify and your spouse or civil partner died <b>before 6 April 2018</b>, you can pay in up to the amount the ISA holder had in ISAs at the date of death (including any interest earned up to that date). This is on top of the amount you could have saved in ISAs otherwise. With Bank of Scotland you can choose whether to pay it into a suitable existing cash ISA, or open one or more new ones.<ul style="list-style-type: none"><li>– The government's ISA rules explain how long you have to do this, but usually you have up to three years from the ISA holder's death.</li><li>– You must be 16 or over to qualify.</li></ul></li><li>▶ The additional permitted subscription allowance does not include any withdrawal(s) from the deceased customer's flexible ISA(s) that had been withdrawn but not replaced at the date of death.</li><li>▶ If you qualify to save an 'additional permitted subscription' and your spouse or civil partner died <b>on or after 6 April 2018</b>, you can choose whether to calculate the amount of additional permitted subscription allowance based on the value of the ISA holder's ISAs either at the date of their death or the date on which their ISA(s) are closed.</li></ul>

<b>Additional permitted subscription allowance</b>	<ul style="list-style-type: none"> <li>– If your spouse or civil partner had all his or her ISAs with the same ISA provider, you must use the same date to calculate the ‘additional permitted subscription’. If the ISAs were with different providers you can ask for a different date to be used for the different ISAs.</li> <li>– This means if you choose to calculate the ‘additional permitted subscription’ when the ISAs are closed, you will only be able to take advantage of your additional permitted subscription when all of the ISA holder’s ISAs with the same ISA provider are closed.</li> <li>– The ‘additional permitted subscription’ is on top of the amount you could have saved in ISAs otherwise.</li> <li>– With Bank of Scotland you can choose whether to pay it into a suitable existing cash ISA, or whether to open one or more new ones. You can pay in at one of our branches with a counter or by contacting us to transfer money from another account.</li> <li>– The government’s ISA rules explain how long you have to do this, but usually you have up to three years from the ISA holder’s death.</li> <li>– You must be 16 or over to qualify.</li> <li>▶ The additional permitted subscription allowance does not include any withdrawal(s) from the deceased customer’s flexible ISA(s) that had been withdrawn but not replaced at the date of death.</li> <li>▶ The additional permitted subscription allowance does not apply following the death of a junior cash ISA holder.</li> <li>▶ Neither a Junior Cash ISA nor a Help to Buy: ISA can be used for the extra ISA savings allowance.</li> </ul>
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**The following special conditions also apply if you have an Access Cash ISA**

**Opening an Access Cash ISA**

<b>When opening an Access Cash ISA you:</b>	<ul style="list-style-type: none"> <li>▶ Should pay in £1+, or ask to transfer money you’ve saved in another ISA to Bank of Scotland.</li> <li>▶ Can use a Bank of Scotland branch, go online or call us.</li> </ul>
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**Having an Access Cash ISA**

<b>Our interest on Access Cash ISA:</b>	<ul style="list-style-type: none"> <li>▶ Is variable – it can change while you have your account. For the rate, see our ‘Savings rates’ leaflet, or our website.</li> <li>▶ Is paid each year on the anniversary of account opening if you opened your account on or after 19 May 2015 (or if your account anniversary is not a working day, the working day immediately after).</li> <li>▶ Is paid each year on 31 March, if you opened your account on or before 18 May 2015 (or if 31 March is not a working day, the working day immediately before).</li> <li>▶ Is paid into your ISA. You can ask us to transfer it to a different account, but please remember if we do so it won’t be tax free afterwards – you won’t be able to earn tax free interest on that interest.</li> </ul>
<b>Operating your account:</b>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter, go online or call us. You have instant access to your savings.</li> <li>▶ As it’s a flexible ISA remember if you make a withdrawal, you should pay that money back in to this account before the end of the tax year otherwise you will limit the amount you can save in your cash ISA tax free.</li> <li>▶ We’ll provide you with a statement at least once a year.</li> </ul>

<b>After 12 months:</b>	<ul style="list-style-type: none"> <li>▶ Your account will automatically change to an ISA Saver the day after it matures and we pay your interest. See Section M for more detail on what happens if your account matures on a non-working day.</li> <li>▶ ISA Saver also gives instant access to your savings. You can use it in one of our branches with a counter, go online or call us.</li> <li>▶ We'll remind you before the change and send you full details of ISA Saver. If you keep your savings in your ISA Saver, we'll regard you as having agreed to the new account conditions.</li> </ul>
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**The following special conditions also apply if you have an ISA Saver**  
(not currently available to new customers)

### Opening an ISA Saver

<b>When opening an ISA Saver you:</b>	<ul style="list-style-type: none"> <li>▶ Should pay in £1+, or ask to transfer money you've saved in another ISA to Bank of Scotland.</li> <li>▶ Can use a Bank of Scotland branch, go online or call us.</li> </ul>
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### Having an ISA Saver

<b>Our interest on ISA Saver:</b>	<ul style="list-style-type: none"> <li>▶ Is variable – it can change while you have your account. For the rate, see our 'Savings rates' leaflet, or our website;</li> <li>▶ Is paid each year on the anniversary of account opening, if you originally opened your account as an ISA Saver (or if your account anniversary is not a working day, the working day immediately after);</li> <li>▶ Is paid each year on the anniversary of opening your Access Cash ISA, if your account matured into ISA Saver from an Access Cash ISA that was opened on or after 19 May 2015 (or if your account anniversary is not a working day, the working day immediately after);</li> <li>▶ Is paid each year on 31 March, if your account matured into ISA Saver from an Access Cash ISA that was opened on or before 18 May 2015 (or if 31 March is not a working day, the working day immediately before);</li> <li>▶ Is paid each year on the anniversary of opening your Fixed Cash ISA, if your account matured into ISA Saver from a Fixed Cash ISA and you did not choose monthly interest (or if your anniversary date is not a working day, the working day immediately after);</li> <li>▶ Is paid monthly on the same day each month as the day of account opening, if you originally opened your account as a Fixed Cash ISA and you chose monthly interest (or if the account opening day isn't a working day, the working day immediately after); or</li> <li>▶ Will be added to your ISA. You can ask us to transfer it to a different account, but please remember if we do so it won't be tax free afterwards – you won't be able to earn tax free interest on that interest.</li> </ul>
<b>Operating your account:</b>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter, go online or call us.</li> <li>▶ As it's a flexible ISA remember, if you make a withdrawal, you should pay that money back in to this account before the end of the tax year, otherwise you will limit the amount you can save in your cash ISA tax free.</li> <li>▶ We'll provide you with a statement at least once a year.</li> </ul>

The following special conditions also apply if you have a Fixed Cash ISA

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### Opening a Fixed Cash ISA

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**When opening a Fixed Cash ISA you:**

- ▶ Should pay in £500+, or ask to transfer at least £500 you've saved in another ISA to Bank of Scotland.
- ▶ Can use a Bank of Scotland branch, go online or call us.
- ▶ Have up to 60 days from account opening to pay in (and you can make several payments in during this time, for example if you are transferring a number of ISAs to Bank of Scotland). If you change one of our variable rate flexible cash ISAs (like Access Cash ISA) to a Fixed Cash ISA then during this 60 days your new Fixed Cash ISA is flexible as it allows you to repay your flexible withdrawals. You will be able to replace any withdrawals you made from your variable rate flexible cash ISA before the change as long as you do so before the end of the 60 days or (if earlier) the end of the tax year, otherwise you will limit the overall amount you can save tax free. If you already have a Fixed Cash ISA and choose to reinvest some of your ISA savings at maturity in another Fixed Cash ISA, you will be able to replace the amount you don't invest at maturity as long as you do so before the end of the 60 days or (if earlier) the end of the tax year. You will not be able to make any withdrawals from your Fixed Cash ISA during the 60 days. After 60 days you can't pay any more money into your Fixed Cash ISA. This means if you put in less than the annual ISA allowance you will restrict the amount you can save in a cash ISA (although you will still be able to open a stocks and shares ISA, innovative finance or lifetime ISA).
- ▶ If we receive a payment for your account after 60 days from opening, we will return it to the bank or building society that sent it to us.

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**Our account terms:**

- ▶ You can choose to have a Fixed Cash ISA for 18 months, 1, 2, 3, 4 or 5 years.
  - ▶ These terms may not be available all the time.
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### Having a Fixed Cash ISA

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**Our interest on Fixed Cash ISA:**

- ▶ Is fixed – it will not change during the term you choose. For the rate, for the different terms, see our Fixed Cash ISA interest rates leaflet, or our website. (To check your rate during your term go online or ask in branch.)
  - ▶ Is paid either:
    - each year on the anniversary of account opening (or if that's not a working day, the working day immediately after); or
    - monthly, on the same day each month as the day of account opening (or if that's not a working day, the working day immediately after).
  - ▶ Will be added to your ISA. Alternatively, you can ask us to transfer it to a different account, but please remember if we do so it won't be tax free afterwards – you can't earn tax free interest on that interest.
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<b>Operating your account:</b>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter, go online or call us.</li> <li>▶ You can't withdraw part of your savings, but you can close your account early. You will need to visit one of our branches with a counter to do this. If this happens after the initial 14 day cancellation period, you will lose an amount equal to: <ul style="list-style-type: none"> <li>– 90 days' interest – for a 1 year term;</li> <li>– 135 days' interest – for an 18 month term;</li> <li>– 180 days' interest – for a 2 year term;</li> <li>– 270 days' interest – for a 3 year term;</li> <li>– 320 days' interest – for a 4 year term; or</li> <li>– 365 days' interest – for a 5 year term.</li> </ul> </li> <li>▶ This will be taken from the total amount in your ISA, and you may therefore get back less than you first invested.</li> <li>▶ We'll provide you with a statement at least once a year.</li> </ul>
<b>At the end of your account term:</b>	<ul style="list-style-type: none"> <li>▶ We'll get in touch beforehand, to ask what you'd like to do with the money in your account.</li> <li>▶ We'll pay you interest the day your account matures, and you will be able to take out your money the following day. See Section M for more detail, including what happens if your account matures on a non-working day.</li> <li>▶ If we don't get instructions from you in time, your account will automatically change to an ISA Saver the day after it matures and we pay your interest.</li> <li>▶ ISA Saver gives instant access to your savings. You can use it in branch, go online or call us.</li> <li>▶ We'll send you full details of the ISA Saver. If you keep your savings in your ISA Saver, we'll regard you as having agreed to the new account conditions.</li> </ul>

**The following special conditions also apply if you have a Junior Cash ISA**

**Opening a Junior Cash ISA**

<b>When opening a Junior Cash ISA you:</b>	<ul style="list-style-type: none"> <li>▶ Should pay in £1+, or ask to transfer money you've saved in another junior ISA or Child Trust Fund to Bank of Scotland.</li> <li>▶ Can use a Bank of Scotland branch or go online.</li> <li>▶ Must be: <ul style="list-style-type: none"> <li>– 16 or 17 if you are a child opening a Junior Cash ISA yourself; or</li> <li>– 16 or over if you are opening a Junior Cash ISA for a child 15 or under for whom you have parental responsibility. This will make you the 'Registered Contact'.</li> </ul> </li> </ul>
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**Having a Junior Cash ISA**

<b>Our interest on Junior Cash ISA:</b>	<ul style="list-style-type: none"> <li>▶ Is variable – it can change while you have the account. For the rate, see our 'Savings rates' leaflet or our website.</li> <li>▶ Is paid on 31 March each year (or if that's not a working day, the working day immediately after).</li> <li>▶ Is paid into the account.</li> </ul>
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<b>Operating your account:</b>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter.</li> <li>▶ Anyone can make payments into a Junior Cash ISA using any of our branches with a counter, or by transfer online. Any payments in are a gift to the child – they can't be returned even when the account matures.</li> <li>▶ Once the junior cash ISA annual limit is reached we can't accept any more payments in, and will either refuse or return them. If this happens you (as Registered Contact) agree we can explain to anyone who wants to pay in that the annual limit's been reached.</li> <li>▶ We'll provide a statement at least once a year.</li> </ul>
<b>The Registered Contact:</b>	<ul style="list-style-type: none"> <li>▶ Must manage the account until the child reaches 18 (unless he or she wants to take it over before then).</li> <li>▶ Should be aware that from the age of 16, the child can contact one of our branches with a counter and ask to replace you as Registered Contact. He or she can do this without your agreement. We'll write to you before the child turns 16 to explain what the child needs to do to become Registered Contact.</li> <li>▶ Can be replaced by someone else over 16 with parental responsibility, if you agree.</li> <li>▶ Can sometimes be replaced without your consent, for example if you lose capacity, no longer have responsibility for the child, cannot be contacted or a court or equivalent order is in place.</li> </ul>
<b>Access:</b>	<ul style="list-style-type: none"> <li>▶ Other than a transfer to another junior ISA, no withdrawals are allowed until the child reaches 18 unless the child becomes terminally ill or dies.</li> <li>▶ If the child does become terminally ill and you want to withdraw the money, we both need HM Revenue &amp; Customs' consent. We will pay tax free interest up to the date of closure.</li> </ul>
<b>Once the child reaches 18:</b>	<ul style="list-style-type: none"> <li>▶ As long as there is money in the Junior Cash ISA it will automatically become an easy-access cash ISA, and the child will be able to operate it once he or she has activated it.</li> <li>▶ We'll contact you and the child in advance with more details of the easy-access cash ISA and how it can be operated and activated.</li> </ul>
<b>How we treat our Junior Cash ISAs if the child dies:</b>	<ul style="list-style-type: none"> <li>▶ If the child dies, the tax free status of the ISA will end on the date of death. Once we're notified we'll transfer the ISA balance to a new easy access savings account, and whoever looks after the estate will be able to close it. We will pay the interest gross. The person looking after the child's estate will be responsible for notifying HM Revenue &amp; Customs and paying any tax which is due.</li> </ul>

**The following special conditions also apply if you have a Bank of Scotland Help to Buy: ISA.**

Not available to new Help to Buy: ISA customers, although existing Help to Buy: ISA customers with qualifying accounts with other banks and building societies can transfer to a Help to Buy: ISA with Bank of Scotland, and Bank of Scotland Help to Buy: ISA customers whose house purchase falls through can ask us to reinstate their accounts under the Help to Buy: ISA scheme.

The Government's Help to Buy: ISA scheme was available to new savers up to 30 November 2019. From that date existing Help to Buy: ISA customers can keep saving in their accounts. We have therefore not included account opening information that previously applied to new savers, such as the account opening balance.

If you apply to transfer an existing Help to Buy: ISA to Bank of Scotland, we will open an Access Cash ISA and then convert it to a Help to Buy: ISA for your ISA savings to transfer to. We will not regard your Help to Buy: ISA as fully open until the date your existing Help to Buy: ISA has transferred. You should not pay any money into the account until after this transfer is complete. If your existing Help to Buy: ISA transfer is not received within 28 days of your application, we will close your Help to Buy: ISA so it can't affect your ISA limits.



When you apply, we will ask you to declare that you are eligible to participate in the Government's Help to Buy: ISA scheme, and meet the qualifying conditions for the bonus. Applications cannot be backdated.

**Important** – Our Cash ISA Guide contains extra information about Help to Buy: ISAs, including the savings limits, how much bonus you can qualify for and the value of any home you want to buy. You should also read the government's Help to Buy: ISA scheme rules (we call these the 'Scheme Rules') as these are part of the contract for your Bank of Scotland Help to Buy: ISA. These explain in detail how the Help to Buy: ISA scheme works, and contain some restrictions and key definitions (including the definitions of Eligible Customer, Registered Property Owner and First Time Buyer). Where relevant we use terms from the Scheme Rules in these conditions. You can get a copy of the Scheme Rules at [helptobuy.gov.uk/isa](https://helptobuy.gov.uk/isa) If there is any overlap between the Scheme Rules and the way we explain how our Help to Buy: ISAs work in these conditions, our conditions apply.

These conditions and the Scheme Rules refer to the Help to Buy: ISA scheme administrator, which works with HM Treasury to administer the Help to Buy: ISA scheme. You can check who the Help to Buy: ISA scheme administrator is at <https://www.bankofscotland.co.uk/isas/cash-isas/help-to-buy-isa/> You can find out more about HM Treasury at <https://www.gov.uk/government/organisations/hm-treasury>

If you take part in the government's Help to Buy: ISA scheme, this will not mean you automatically:

- ▶ Qualify for any other financial product, either from us or from any other bank or building society; or
- ▶ Qualify for, or are eligible to participate in, any other help to buy scheme or programme offered by the government.

#### PLEASE NOTE

We can share relevant information about you and your Help to Buy: ISA savings with, amongst others, the Help to Buy: ISA scheme administrator, which is responsible for processing any claim you make. You can find out more about how your information is used below.

- a) HM Treasury (<https://www.gov.uk/government/organisations/hm-treasury>) is the Data Controller for the Help to Buy: ISA Scheme;
- b) Relevant information about each Eligible Customer will be shared with HM Treasury, the Help to Buy: ISA scheme administrator and any subcontractor acting for HM Treasury or the Help to Buy: ISA scheme administrator. These organisations will process the information to:
  - ▶ administer the Help to Buy: ISA Scheme including confirming eligibility for the Scheme and paying bonuses;
  - ▶ carry out data reporting, compliance, investigations, audit and fraud prevention work necessary to run the Scheme; and
  - ▶ compile management and statistical information about the performance of the Scheme.

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### Help to Buy: ISA

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#### After 30 November 2019 you:

- ▶ Can only transfer in existing Help to Buy: ISA savings held with another bank or building society.
  - ▶ Must be an Eligible Customer with an existing Help to Buy: ISA to transfer to Bank of Scotland. Amongst other things this means you must not be a Registered Property Owner and must not have previously received a Help to Buy: ISA bonus unless it has been repaid in full, for example because your house purchase has fallen through.
  - ▶ Can request your Help to Buy: ISA transfer by calling us.
  - ▶ Will have to agree to be bound by the Scheme Rules.
-

## Having a Help to Buy: ISA

<p><b>To save each month you:</b></p>	<ul style="list-style-type: none"> <li>▶ Can pay in up to the government's maximum amount. This is the 'monthly deposit'.</li> <li>▶ Must pay your monthly deposit by one standing order, to be received on or before 25th of the month.</li> <li>▶ Can change the amount of your monthly deposit, and you do not have to pay in every month.</li> <li>▶ If you transfer your Help to Buy: ISA to or from another ISA provider, you can choose to pay your monthly deposit either into your existing Help to Buy: ISA before transfer or your new Help to Buy: ISA after transfer, but not both. Please remember that your monthly deposit to your Bank of Scotland Help to Buy: ISA must be made by standing order received on or before 25th of the month.</li> </ul>
<p><b>Our interest on Help to Buy: ISA:</b></p>	<ul style="list-style-type: none"> <li>▶ Is variable – it can change while you have your account. For the rate, see our 'Savings rates' leaflet, or our website.</li> <li>▶ Is paid each year on the anniversary of account opening (or if your account anniversary is not a working day, the working day immediately after).</li> <li>▶ Will be added to your Help to Buy: ISA. [You can ask us to transfer it to a different account, but please remember if we do so it won't be tax free afterwards and it will not count towards your bonus.]</li> </ul>
<p><b>Operating your account:</b></p>	<ul style="list-style-type: none"> <li>▶ Use one of our branches with a counter, go online or call us. If you want to close your account you must use one of our branches with a counter.</li> <li>▶ If you make a withdrawal, you may not be able to pay that money back in again – you can only pay in up to the monthly deposit amount in any month. This means it will take you longer to achieve the maximum bonus you could qualify for. You will also not be able to claim any Help to Buy: ISA bonus on the amount you withdraw. This includes transferring savings from your Help to Buy: ISA to another account you have e.g. a current account.</li> <li>▶ <b>Remember</b>, you must close your Help to Buy: ISA to claim your bonus. If you withdraw or transfer without closing the account in one of our branches with a counter, you cannot claim any bonus on the amount taken out. You should not withdraw or transfer savings you mean to use for the purchase of your first home without thinking about the effect on your bonus.</li> <li>▶ Help to Buy: ISA is a flexible ISA. This means that if you withdraw all or part of the money you paid into it earlier this tax year, you can pay the equivalent amount into a stocks and shares ISA, innovative finance ISA or (depending on your age and circumstances) a lifetime ISA, up to their individual limits, before the end of this tax year as part of your annual ISA allowance.</li> <li>▶ We'll provide you with a statement at least once a year.</li> </ul>
<p><b>Transferring a Help to Buy: ISA:</b></p>	<ul style="list-style-type: none"> <li>▶ If you transfer the whole of your Help to Buy: ISA to another Help to Buy: ISA, you can still save in the government's help to buy scheme.</li> <li>▶ If you transfer the whole of your Help to Buy: ISA to a non Help to Buy: ISA, this will mean you have told us you want to close your Help to Buy: ISA. We will tell the scheme administrator, and send you your Help to Buy: ISA Closing Documents. Your Eligible Conveyancer can then claim your bonus.</li> <li>▶ If you transfer all or part of your previous years' Help to Buy: ISA savings to a non Help to Buy: ISA, but you keep your Help to Buy: ISA with some savings in it, your Help to Buy: ISA will continue. However you will not be able to claim any Help to Buy: ISA bonus for the savings you transfer.</li> </ul>

<p><b>Help to Buy: ISA bonus:</b></p>	<ul style="list-style-type: none"> <li>▶ Can only be claimed once your Help to Buy: ISA has been closed. Once this has happened we will send you your Closing Documents and tell the scheme administrator.</li> <li>▶ Can be claimed from the scheme administrator by your Eligible Conveyancer once you are ready to buy your first home. To be able to do this, your conveyancer must be approved as an Eligible Conveyancer under the Help to Buy: ISA scheme.</li> <li>▶ By applying for your Help to Buy: ISA you agree that we can disclose relevant information about you and your Help to Buy: ISA savings to the scheme administrator and HM Treasury so they can process your data in connection with the Help to Buy: ISA scheme, including any claim you make.</li> <li>▶ If you have both a Help to Buy: ISA and a lifetime ISA, you will only be able to use the government bonus from one of those accounts to buy your first home.</li> </ul>
<p><b>If your house purchase falls through:</b></p>	<ul style="list-style-type: none"> <li>▶ If your Eligible Conveyancer claims a Help to Buy: ISA bonus but your purchase does not go ahead, we may let you pay your Help to Buy: ISA savings into a replacement Bank of Scotland Help to Buy: ISA, and we will need your Purchase Failure Notice from your Eligible Conveyancer. You must do this within 12 months of closing your Help to Buy: ISA. Please call us about this. Your replacement account may not have the same sort code, account number or conditions but we will let you have all this information at the time.</li> </ul>
<p><b>Keeping you informed:</b></p>	<ul style="list-style-type: none"> <li>▶ We will send you a statement each year following the anniversary of opening your Help to Buy: ISA. We will also send you annual information reminding you of the qualifying conditions for Help to Buy: ISAs and the Help to Buy: ISA bonus.</li> </ul>
<p><b>How we treat our Help to Buy: ISAs if the ISA holder dies</b></p>	<ul style="list-style-type: none"> <li>▶ If a Help to Buy: ISA customer dies, any spouse or civil partner who was living with him or her when he or she died can qualify to save an 'additional permitted subscription', but cannot claim any Help to Buy: ISA bonus that the late ISA customer might have qualified for.</li> </ul>

# Section C – Checks, account security and keeping you informed

We need to make sure that only you can access your accounts and having your up to date telephone numbers will help us to achieve this. This section explains what you and we both need to do to protect your information and accounts. It also covers the information we will give you about your account.

## Meaning of words we've used

<b>device</b>	Anything such as a card, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
<b>security details</b>	Details or security procedures you must follow or use to give an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).

## 1. How do we know we are dealing with you?

- 1.1 We will assume we are dealing with you and will provide information about your accounts and services and act on instructions (without further confirmation) if we have checked your identity, for example in one of the following ways or in any other way we may introduce:

Method of instructing us	Check
<b>In person in a branch</b>	Evidence of identity (such as a passport) or use of a device with security details or your signature
<b>In writing</b>	Your signature
<b>Telephone, Internet or Mobile Banking or using a device</b>	Use of your security details

## 2. How do you and we keep your account secure?

- 2.1 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 2.2 You must:
- ▶ follow instructions we give you, which we reasonably consider are needed to protect your accounts from unauthorised access;
  - ▶ not let anyone (even someone sharing a joint account with you) use your device or security details;
  - ▶ not let anyone give instructions or access information on your accounts unless they have a separate arrangement with us or you have authorised them to operate your account for you;
  - ▶ if there is a signature strip on a card we give you, sign the card as soon as you receive it;
  - ▶ keep your device secure and protect it from damage;
  - ▶ do all you reasonably can to prevent anyone else finding out your security details and keep your contact details, including telephone numbers, up to date.



You should:

- ▶ carry out regular virus checks on devices you use for Internet Banking or mobile services.

You should not:

- ▶ tell anyone your security details;
- ▶ change or copy any software we provide, or give it to anyone else;
- ▶ choose obvious passwords or codes (such as your date of birth) as part of your security details;
- ▶ write your security details on, or keep them with, your device or any documents for your savings account;
- ▶ write down your security details in a recognisable way; or
- ▶ let anyone listen to your calls with us, or watch you entering or using your security details.

2.3 You must tell us as soon as possible (see 'How to contact us') if you:

- a) think any device or security details have been lost, stolen, damaged or are being misused; or
- b) think someone can access your accounts without your authority or has discovered your security details.



If your card details are stored on a device (like a smartphone), you should tell us if you lose your device.

2.4 If we, the police or other authorities are investigating any misuse (or alleged unauthorised use) of your accounts, you must provide information and help that we or they ask for if the request is reasonable. We, the police or other authorities would never ask you for your security details. We may pass related information to other banks or companies involved in payment processing, or to the police or other authorities, in the UK or (if appropriate) outside the UK.

2.5 You are responsible for checking statements, passbook entries, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

### 3. How will you get statements and other information?

3.1 If your account has a passbook, it will contain a record of the account. If you do not update your passbook (say you make a number of automatic payments into your account), we will send you a list of your transactions.

3.2 If statements are possible for your account, we will normally provide one each month. We may not do this if there are no payments out of the account or if the account is a non-payment account, but we will still provide a statement at least once a year. Each statement will set out all the payments into and out of your account and give other information about them.

3.3 We will normally provide statements by paper unless you have registered for Internet Banking.

3.4 If you have registered for Internet Banking, we will either send you paper statements or we may provide statements electronically. If we provide electronic statements, we may also send you paper statements, but we may choose to do so less often. For example if we provide electronic statements monthly, we may send paper statements annually.

3.5 If you prefer, you can ask us:

- for information about payments at any time; and
- if you get monthly paper statements, to send them less frequently than monthly.

3.6 You can do this, or order a paper statement, at any branch, through Internet Banking or through Telephone Banking. If we have already provided a paper statement, we will charge you for a duplicate.

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

# Section D – Making and receiving payments

In this section we explain how you can ask us to make payments from your account, how soon you can use money paid in and when payments will affect any interest you receive. You can also use a third party provider to make payments on certain accounts (you can find out more about third party providers in Section I). If you do use such a provider, those payments will be made in the same way we set out in this section. We also explain how to stop payments and what happens if something goes wrong.

## Meaning of words we've used

<b>app</b>	Our Mobile Banking app.
<b>cut-off time</b>	The latest time we can process instructions or add payments to an account.
<b>device</b>	Anything such as a card, smartphone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
<b>EEA</b>	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31 January 2020, the UK is no longer part of the EEA.
<b>IDM</b>	Immediate Deposit Machine.
<b>security details</b>	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).
<b>SEPA</b>	The Single Euro Payments Area. In Section N we include a list of the countries in SEPA. Following 31 January 2020, the UK remains part of SEPA.
<b>working day</b>	Monday to Friday (except English bank holidays). Some payments can only be processed on working days. This is explained below.

## 4. Making payments

### 4.1 When will we process payments?

Working days only	Every day
<ul style="list-style-type: none"><li>• Cheques</li><li>• Standing Orders</li><li>• Direct Debits</li><li>• CHAPS</li></ul>	<ul style="list-style-type: none"><li>• Faster payments</li><li>• Transfers between Bank of Scotland personal accounts</li><li>• Cashpoint® payments and withdrawals</li></ul>

We explain the processing of cash payments in condition 4.3.

Other payment types may have different processing times. These will show on your statement when we have added them to your account.

### 4.2 How can you make payments into your account?

Payments in pounds can be made into your account by cheque, transfer from another account and in cash; and by cheque or transfer from international accounts in other currencies. Cut-off times for payments into your account depend on how the payment is made. The table below shows our cut-off times for receiving payments by cash, cheque or electronic transfer from another bank or building society account.

Method	Cut-off time
Branch counter	The earlier of: a) branch closing time; b) 5pm if the branch closes after 5pm; or c) the branch counter closing time if the branch counter closes before the branch.
IDM (if available)	Branch closing time.
Post Office® with a counter service	As stated by the Post Office. The cut-off time may depend on the type of payment you are making.
Cashpoint® (that accepts payments in)	End of the day, or end of the next working day if it's paid in on a non-working day.
Electronic transfer from another bank or building society account	End of the day.
Our app (cheque imaging)	10pm.

#### When will a payment show in my account and when can I use it?

##### 4.3 Paying in cash at Bank of Scotland or Halifax before the cut-off time.

Some branches are open on non-working days, and after our branch counters have closed. Other than explained below, if a payment or payment instruction is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

You should make any cash payments into your account yourself. We may refuse cash payments in by someone else.

Method	Does cash show in your account that day?	Can you use cash the day it is paid in?	From the day cash is paid in, does it affect any interest you get?
Branch counter	Yes	Yes – immediately after it is counted.	Yes
IDM (if available)	Yes	Yes – once the IDM has confirmed receipt.	Yes
Cashpoint (that accepts payments in)	No – we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest you get.		

Paying in coins – in any day we will usually limit you to ten bags of coin, regardless of the number of accounts you have. You cannot use one of our Counter-free branches to pay coins into your account.

Paying in cash through one of our Mobile Branches – in any day we will usually limit you to £5,000, of which no more than ten bags can be coin.



If you pay cash into a Bank of Scotland Cashpoint machine on Monday, you will be able to use it as soon as we have counted it on Tuesday.

#### 4.4 Paying in cash to your account at a Post Office counter

Method	Does cash show in your account that day?	Can you use cash the day it is paid in?	From the day cash is paid in, does it affect any interest you get?
Using a personalised paying-in slip	No – the cash will show in your account, will be available for you to use and will affect any interest you get from the day we receive it from the Post Office. Usually this will be the next working day.		

Limits apply if you pay cash into your account using the Post Office:

The most you can pay in for a single deposit using your paying-in slip is £1,000.

There are limits, which apply to the number and denomination of coin you can pay in for a single deposit.

There are also other weekly limits that can vary by Post Office.

Please ask the Post Office you intend to use to check their limits and what their cut-off time is for accepting cash deposits.

#### 4.5 Cheques in pounds paid in at Bank of Scotland or Halifax and most Post Offices, or when you send us an image of the cheque using our app.

Payments show in your account on the working day we receive the cheque. If you pay it into a Cashpoint that accepts cheques, this will be the next working day after you pay it in. If you are sending us an image of the cheque using our app, the cheque needs to be successfully deposited before 10pm on a working day to show in your account that day.

Following this, the payment will be available for you to use and affect any interest you get by 11.59pm on the working day after we receive the cheque. This will also be the latest time that the cheque can be returned unpaid.

If you pay in a cheque at a Post Office counter, the Post Office will send your cheque on to us. This means you will usually need to add an extra working day to the timings above (or two extra working days if you pay it in after the Post Office's cut-off time). You can pay in cheques using a personalised paying-in slip and a cheque deposit envelope. Please ask the Post Office you intend to use what their cut-off time is for accepting cheque deposits.

##### Cheque imaging process

If you pay a cheque in pounds into your account on a Monday, you will see it in your account the same day. It counts towards any interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

If you send us an image of your cheque after the cut-off time on a Friday, you will see it on your account on Monday. It counts towards any interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

##### Important Information

We may refuse a cheque for payment into your account if it is more than six months old.



#### 4.6 Other payments

All other payments will show in your account the day we receive them. From this day you can use the money and the amount received will also count towards any interest you get.

#### 4.7 Receiving money from outside the UK or in a foreign currency

If we receive an electronic payment or cash (notes only) in a foreign currency, we will convert it into pounds using our standard exchange rate for your method of payment, before we pay it into your account. We will then treat it like any cash deposit or electronic payment (see above). For electronic payments in some non-EEA currencies, we may be unable to convert the payment into pounds on the day we receive it. If so, 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. We'll also value-date it on the day we receive it.

We may not be able to accept cash in all foreign currencies. If the third party that deals with our foreign cash later tells us that some or all of the notes are not acceptable, for example because they believe them to be forged, we will take the pound equivalent from your account. We will do this even if you have already spent the money or it will put you into overdraft.

What rates and charges apply to these payments?

- If you want to make an electronic payment into your account, you can find out our current standard exchange rate for the payment by calling us (see '**How to contact us**') or, where you want to pay in cash in a foreign currency, by asking in branch. Please note that the rate may change by the time we receive the payment.
- We may take our charges for dealing with an electronic payment before we add it to your account. If we do this, we will tell you the full amount of the payment and the charges that applied.

#### 4.8 Foreign cheque payments

If you want to pay in a foreign currency cheque, or a cheque in pounds, where the paying bank is outside the UK, the Channel Islands, the Isle of Man or Gibraltar, you must sign your name on the back of the cheque. We may not be able to accept cheques in all foreign currencies. We generally try to 'negotiate' a cheque but if we can't, or if you ask, we can 'collect' it.

Negotiating or collecting a cheque - what's the difference?

- Negotiating - We will pay the amount of the cheque into your account on the working day after we receive it. If it is a foreign currency cheque we will convert it into pounds using our standard exchange rate for the payment.
- Collecting - We will pay the amount of the cheque into your account when we receive payment from the paying bank. The time this takes can vary depending on the paying bank or its country as we will send the cheque to them. We may use an agent to do this. When we receive payment from the paying bank, we will convert it to pounds, if applicable, using our standard exchange rate for the payment. You can ask us for details.

Any foreign currency cheque will only affect any interest we pay from the working day that the funds are credited to your account.

If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the pound equivalent from your account. If we converted the cheque to pounds, we will change it back into the foreign currency using our standard exchange rate for the payment. We will do this even if you have already spent the money or it will put you into overdraft.

This normally means we take more from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.

### **Additional information about foreign cheques**

- ▶ We will pass on to you any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned. We take these charges from the account you told us to pay the cheque into.
- ▶ Occasionally we cannot get payment of foreign cheques because of local foreign-exchange or other restrictions.
- ▶ It may be that we face costs and other obligations because we negotiate or collect a foreign cheque. If so you must reimburse us and take any other steps needed to put us in the position we would have been had we not negotiated or collected the cheque.

#### **4.9 General terms about payments**

If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

If we become aware that a payment into your account was made by mistake or fraud within two months of receiving the payment, we will:

- make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount in the account); and
- tell you we will return the payment to the paying bank unless you tell us within 15 working days that the payment was not made by mistake or fraud.

If you do not respond within 15 working days we will return the amount to the paying bank.

If we become aware that a payment into your account was made by mistake or fraud more than two months after we receive it, we will normally contact you before restricting your use of the amount in the account.

If we cannot return the money to the payer, we may give information about you and your account to the payer's bank so that they can recover it.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:

- a) cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- b) expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

## **5. How can you take cash or make payments out of your account?**

### **5.1 Making a payment**

If you want to make a payment or withdraw cash, we will check we are dealing with you as set out in Section C.

For certain accounts, the types of payment and the way you can make them may be limited. The special conditions tell you the payment services available on your account.

If we receive a payment instruction after the cut-off time on a working day, or (for those transactions we only process on working days) on a non-working day, we will act on it on the next day we process that type of payment. The cut-off time for making payments depends on how and where a payment is to be made, but for a payment in pounds within the UK is not usually before 2.30pm (UK time). You can ask us for details. In Section N we give some extra information about cut-off times for particular payments.

If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-working day, in which case we will make the payment on the following working day.

### **What happens if you don't have enough money to make a payment?**

If you ask us to make a standing order or future-dated payment (if available on your account) and you don't have enough money in your account to make the payment on the due date, we will try again to make the payment later that day. If there is still not enough money in your account, we'll make a final try on the next working day before refusing the payment.

If you want to make any other type of payment (that is available on your savings account) but don't have enough money in your account to cover it at the start of the day, you have until 2.30pm that day to pay money in to make sure the payment goes. If you still don't have enough money in your account after 2.30pm, we won't make the payment. We won't charge you for this and we'll tell you that we've refused the payment.

### **5.2 Payment details**

For us to make a payment for you within the UK, we normally need the sort code and account number or card number, your up to date telephone numbers, and any other details we ask for. When you're setting up a new payment recipient, we'll usually need their full name and if it's a personal or business account. For some payments we may ask for different details.

To send money outside the UK or in a foreign currency we will also need the recipient's full name and address, their bank's name and address, and the following details:

- For payments in euro to a bank account in a SEPA country – the international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).
- For payments in a currency other than euro to a bank account in a SEPA country – the international bank account number (IBAN) and the business identifier code (BIC) of the recipient's account.
- For any other payment – the recipient's account number, and other information we need for the particular payment; for example, if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment.

### **5.3 When can we stop you making payments?**

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:

- security – including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of a device or your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

If we do this, we will act in a reasonably appropriate way and will try to reduce your inconvenience. Unless the law prevents us doing so or we reasonably believe it would undermine our security measures, we will try to contact you in advance to tell you we are doing this and why. If we cannot tell you in advance, we will tell you as soon as possible afterwards.

If we stop a card or other device, you must not use it, and we can take it back if you try to use it, for example in a Cashpoint\*.

#### 5.4 When can we refuse to act on an instruction?

We can refuse to make a payment or allow a cash withdrawal if:

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any time);
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;
- you do not have enough money in your account to make the payment or you have exceeded a limit we have applied to your account or device – such as the daily limit for withdrawals from cash machines;
- the payment instruction is not clear or does not contain all the required details;
- the account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- a regulatory requirement tells us to;
- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- 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);
- any other reason set out separately in this agreement applies; or
- we cannot contact you to carry out a regulatory requirement (for example you have not given us your up-to-date telephone numbers).



We may refuse to make a payment for you if we reasonably believe that the account you want to pay is operated as part of an authorised push payment fraud or 'app scam'. An app scam is where a fraudster obtains information from you and poses as a company or individual that you are due to pay, for example a firm of solicitors acting on your property purchase. For advice on how to stop app scams and other fraud go to [bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud.html](https://bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud.html)

#### 5.5 What happens if we refuse to act on an instruction?

Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you are using a card to withdraw cash, the organisation that owns the cash machine will tell you the payment has been refused. If you want to check whether a transaction has been accepted, you can call us (see 'How to contact us').

##### **Additional information about failed payments**

- ▶ You can contact us to find out (unless the law prevents us 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.
- ▶ We are not liable if another organisation (or its cash machine) does not accept your card or card number.

#### 5.6 Making direct debits

A few of our accounts that have been open for a long time may allow direct debits or similar payments. If we do allow them, the payment will be collected from your account on the date specified in any direct debit instruction you have given the business or other organisation in the UK. If the payment date or amount of money to be collected changes, then unless you agree otherwise, the business or other organisation you are paying will normally tell you at least 10 working days before.

## 5.7 Using your card to withdraw cash

If you use your card to withdraw cash, we will take the funds from your account after we receive confirmed details of the withdrawal. This may be on a working or a non-working day.

If you use your device for a transaction (eg a cash withdrawal using your card) in a foreign currency, we will convert it to pounds on the day it is processed by the relevant payment scheme. The exchange rate we use is set by the payment scheme. We also apply charges to these transactions. You can find out our charges in Section O. You can find out more information on our website about the exchange rates that apply to your transaction, and how to compare them with other card issuers' rates.

### **Additional information about card withdrawals in another currency**

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 also charge you for the conversion.

We may replace your card with a different type of card available under this agreement, perhaps for technical reasons or if there are changes to the card function. We will tell you about the features of the card when we send you the replacement card. If the change would alter the terms of this agreement, we will give you notice as set out in Section G.

## 5.8 Can you cancel or change a payment?

You cannot change or cancel a payment instruction that you have asked us to make immediately (including a cash withdrawal using your card) but you can cancel a direct debit, standing order, and any other payment you asked us to make on a future date. To do this, you must tell us by the end of the last working day before the payment is due to be made. If you wish to cancel or change a direct debit, you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well.

If we have sent money outside the UK or in a foreign currency for you, we can only recall it (or any part of it) if the recipient bank agrees.

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. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if we have sent money outside the UK or in a foreign currency and it has been returned to your account, we will change it back into pounds using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment and so the amount paid back into your account may be less than we originally took.

If a banking industry payment scheme such as the Current Account Switch Service tells us that a person you have asked us to pay has switched their account to another bank, we will update your instruction with the new account details. This will mean your payment reaches the correct account within the agreed timescales.

## 5.9 Banker's drafts

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. You will need to use one of our branches with a counter to do this. We may refuse to provide a draft if the withdrawal is below a certain amount.

# Section E – How long will your payment take?

If your account allows you to make payments, this section tells you how quickly we will send payments to the payee's bank. Please refer to your account's special conditions to see what payments you can make.

## Meaning of words we've used

EEA	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31 January 2020, the UK is no longer part of the EEA.
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## 6. Payments within the UK and the EEA in pounds and EEA currencies

### UK payments

Type of payment	How long will the payment take to reach the payee's bank after we take it from your account?
Immediate payment	Normally no more than two hours after we take the payment from your account. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments.
Future-dated payment or standing order to another UK bank account	Normally no more than two hours after we take the payment from your account on the day we send it. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments. Standing orders and future-dated payments can be made on working days only.

### Sending money outside the UK or in a foreign currency

Payments in euro to the UK, an EEA country, Monaco, Switzerland or San Marino	No later than the next working day.
Payments in pounds/non-euro, EEA currencies/Swiss francs to an EEA country	No later than four working days.

The payee's bank must pay the funds into the payee's account on the day it receives the payment from us.

#### Payments outside the UK or the EEA or in non-EEA currencies other than pounds

You can ask us for details about how long the payment should take to arrive. We cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more on timescales in Section N.

## 7. Additional information about sending money outside the UK or in a foreign currency

- ▶ If you ask us to make a payment in a foreign currency, we will use our standard exchange rate for that payment at the time we make it unless we agree a different rate with you when you ask us to make the payment. Our exchange rates may depend on the amount of the payment, and how we process it, for example whether you chose to pay all charges or whether they are shared. You can find out the current exchange rates by calling us – see ‘**How to contact us**’.
- ▶ If you make a payment in pounds, we cannot control the exchange rate applied by the foreign bank.
- ▶ When you ask us to make these payments, we will tell you about any charges that may apply. International payments are only available in certain currencies. Please ask for further details.
- ▶ We have to send these payments through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- ▶ If we necessarily incur any costs or other obligations when acting for you in making these payments, 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.

## 8. CHAPS payments

CHAPS payments sent using the Bank of England settlement system will arrive on the same day, as long as you tell us on a working day before the cut-off time stated in Section N. While we also aim to meet this timescale when we make your CHAPS payment internally, it will arrive no later than the next working day.

# Section F – How we calculate interest and account charges

As long as you have enough money in your account, we will pay you interest on amounts we hold for you. We also have charges for some account services.

## 9. Where can you find information about our interest rates and account charges?

Our interest rate leaflets and flyers contain our usual interest rates for our savings accounts. We will have given you your interest rate when you opened your account, but if you would like to check your current rate please ask in branch or call us (see **'How to contact us'**). Our charges for our most regular services are in Section O of this booklet.

You can also see our interest rates online at [www.bankofscotland.co.uk/savings-rates](http://www.bankofscotland.co.uk/savings-rates)

From time to time, we may offer special interest rates to some customers. You can find more details in our 'Savings rates' leaflet, by calling us or through our website (see **'How to contact us'**).

## 10. How do we work out how much interest to pay?

10.1 Unless we have told you otherwise, we calculate any interest we pay on a daily basis, based on the daily balance of your account.

10.2 The special or additional conditions will tell you when we pay interest on your account. They will also say whether we pay interest into the account and whether we can pay it to another account. We will calculate any interest on amounts credited to your account as they become part of the account balance. This will depend on when and how the relevant payment is made into your account – see Section D.

If we are due to pay interest on a non-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 pay interest at the end of a working day. So you may not be able to withdraw the interest until the following day. You may not see it as part of your account balance online until shortly after midnight.

10.3 If you make a withdrawal from your account, we pay interest on the amount of the withdrawal up to and including the day before it leaves your account.

10.4 If we pay interest on your account, we will pay it 'gross'. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.

10.5 We may take any charges you owe us from the same account. We will tell you the amount and when the amount will be taken from your account when you ask to use the service.

10.6 You must not allow your account to go overdrawn. If your account does go overdrawn, this does not mean we have allowed you to have an overdraft. You must immediately pay us back the amount you are overdrawn.



# Section G – How and when we can make changes to this agreement

As this agreement could last a long time, we will need to change its terms occasionally. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. We will tell you about these changes, and how they will affect you, in advance. You may be able to close an affected account or end your relationship with us if you do not want to accept any change we tell you about.

This section refers to two types of account: 'payment accounts' and 'non-payment accounts'. The account's special conditions tell you which type you have.

## 11. What can we change?

- 11.1 We can change the general, special or additional conditions that apply to a particular account, benefit or service.



We may change any of the terms in this booklet, and the interest rates and charges that apply to an account.

- 11.2 We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.

## 12. Why can we make a change?

### Meaning of words we've used

<b>reference interest rate</b>	An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England bank rate (also sometimes called the Bank of England base rate).
<b>regulatory requirement</b>	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.

- 12.1 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

<b>Reason</b>	<b>For example</b>
<b>A change in regulatory requirements.</b>	We may have to update our security terms because new legislation introduces tighter standards.
<b>To do something positive for you.</b>	Our payment terms may have to change because new technology enables you to make payments quicker.
<b>A change in the cost of running our accounts, including changes in our funding costs.</b>	Changes to the Bank of England bank rate that increase or decrease how much we charge our borrowers may affect the interest rates we pay our savers.
<b>Any other change that affects us, if it is fair to pass on its impact to you.</b>	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.

12.2 We may also make changes for any other reason we cannot foresee.



We may need to respond to changes in the banking sector caused by increased competition that affect how we provide our services and what we charge for them.

12.3 If the interest rate on your account is a 'tracker' rate, the rate will change automatically in line with the reference interest rate it is linked to. The special conditions will say how soon the tracker rate will change after a change in reference interest rate. We will confirm the change by published notice.

12.4 We can change our standard exchange rates at any time.

## 13. How and when will we tell you about changes and what are your rights?

### Meaning of words we've used

<b>managed rate</b>	A rate that we set, and can change, and that isn't a reference interest rate.
<b>material change</b>	Changes to a managed rate where the balance of your account is £100 or more.
<b>non-payment account</b>	A cash ISA, fixed-rate bond or other savings account that provides only a limited ability to make payments. The special conditions for an account will tell you if it is a non-payment account.
<b>payment account</b>	A savings account that is not a non-payment account.
<b>published notice</b>	A notice we put in our branches and on our website.
<b>personal notice</b>	A notice we give you individually, for example by letter, electronically or in statement messages or inserts.

13.1 In the tables below, we explain how we give notice to change terms on particular accounts.

13.2 **Non-payment accounts**

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Interest rate increase	Personal or published	As soon as possible, normally within 3 days	Yes, unless the special conditions say you cannot.
Interest rate decrease that is not material (not tracker rates)			
Changes to other terms that favour you or are neutral		No more than 30 days after	
Material changes to interest rates (not tracker rates) that disadvantage you	Personal	At least 14 days before	Yes within 30 days of the notice.
All other changes that disadvantage you	Personal	At least 2 months before	Yes, at any time before the change.
Tracker rates – these rates change automatically in line with the relevant interest rate they're linked to	Published (confirming the rate change)	As soon as possible following the change in rate, normally within 3 days	No.

13.3 **Payment accounts**

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Interest rate increase	Personal or published	No more than 30 days after	Yes, unless the special conditions say you cannot.
All other changes	Personal	At least 2 months before	Yes, at any time before the change.
Tracker rates – these rates change automatically in line with the relevant interest rate they're linked to	Published (confirming the rate change)	As soon as possible following the change in rate, normally within 3 days	No.

**14. What are your rights if you want to close or switch an account in response to notice of a change?**

For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details at the start of this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately. If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.

# Section H – How we manage joint accounts

If two or more of you are joint account holders, you can each give us instructions on your own. This section explains how we deal with you and what happens if the arrangement between you comes to an end.

Some customers with joint accounts opened before 13 June 2010 have agreed different arrangements with us. Some of our accounts cannot be held jointly.

## 15. What do joint account holders need to know?

- 15.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, subject to condition 16.2 below. We can also rely on information given by any one of you about the other(s). This will not apply if we agreed before 13 June 2010 to accept only the instructions of both, all, or a set number of you for any transactions on your account. It will also not apply if a regulatory requirement means we must make enquiries or confirm instructions with the other account holder.

### **Examples of things any joint account holder can do without the knowledge of the other(s)**

- ▶ Take all the money in an account.
- ▶ Close an account.
- ▶ End a service.
- ▶ Ask for electronic statements and correspondence (instead of paper).
- ▶ Apply for cards and other services.
- ▶ Replace an account or service with another account or service covered by these general conditions.

### **Examples of things we can do for one account holder that count as if we did them for the other(s)**

- ▶ Provide any information about your account, but, if you are receiving statements at only one address, you can ask us to send you separate account statements if the account holders live at different addresses.
- ▶ Record and act on information that any of you gives us about another of you.
- ▶ Send a notice to just one of you.

- 15.2 You are each, separately, responsible for complying with the terms of this agreement. If any one of you does not comply, we can take action against any or all of you.
- 15.3 If any money is overdue for payment on any account one of you has with us, whether in your sole name or in joint names, we may take the money you owe us out of your account under Section K. If we think it would be fairer to you, rather than taking the money owed immediately, we may keep enough of any money owed and take this when you ask us to withdraw it during a fixed or special-offer term or at the end of the fixed or special-offer term. 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 (e.g., as trustee or executor).

## 16. What happens when the arrangement between joint account holders changes or ends for any reason?

- 16.1 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. This will not apply if we agreed before 13 June 2010 to accept only the instructions of both, all, or a set number of you for any transactions on your account.
- 16.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all apply and agree to this. However, where a joint account holder is the victim of financial abuse we may agree to a request from them to be removed from a joint account without the agreement of other account holders.
- 16.3 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 ends.
- 16.4 If one of you dies, we may continue to act on the instructions of the remaining account holder(s) but we do not have to do so in all cases.

## Section I – Can someone else operate your account?

### 17. How can someone else operate your account?

- 17.1 If you want or need someone else to operate your account, you must generally either sign a form we give you or show us a power of attorney, signed by you, which authorises them to operate your account.
- 17.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, if you go bankrupt or die.
- 17.3 For security reasons, we may not allow another person access to all of the services we provide to you. If we do allow them to use a service, you can tell them your security details as long as they agree to keep them safe.
- 17.4 We are not responsible for an act (or failure to act) by someone else allowed to operate your account as long as we did not know or suspect they were acting dishonestly towards you.

## 18. Third party providers

### Meaning of words we've used

<b>Third party provider</b>	A service provider authorised by law to access information or make payments for you from your payment accounts.
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18.1 You can instruct a third party provider to access information on your accounts or make payments from your accounts online as long as it is open and transparent about its identity and acts in line with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you.

18.2 We may refuse to allow a third party provider to access your account if we are concerned about unauthorised or fraudulent access by that third party provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. But we won't tell you if doing so will compromise our reasonable security measures or otherwise be unlawful.

We may make available to a third party provider a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.

18.3 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

## Section J – Who is responsible for any loss?

It is important for you to understand what you and we take responsibility for and when you may be liable under this agreement. This section also applies to any payments you make through a third party provider.

### Meaning of words we've used

<b>device</b>	Anything such as a card, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
<b>security details</b>	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).
<b>the EEA</b>	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31 January 2020, the UK is no longer part of the EEA.

## 19. Incorrect payments

### 19.1 When will we refund incorrect payments?

We will refund the amount of a payment and any charges you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank in the UK and/or the EEA and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction or we can show that the payment was received by the other person's bank. We will provide the refund without undue delay; or
- the payment was unauthorised (see Condition 20 'Unauthorised payments'). We will provide the refund as soon as we can and in any event by the end of the next working day.

### **Additional information about payment refunds**

Except for direct debits, we will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised.

If a payment goes to the wrong person or is delayed because you gave us the wrong details, we will not be liable but we will try to recover the payment for you. We may charge our reasonable costs for doing so.

If a payment is delayed due to our error you can ask us to ensure that the receiving bank credits the payment to the payee's account as if it had been made on time.

### **19.2 Are there any special rules about refunds for direct debit payments?**

If your account allows you to make direct debits and you think there has been an incorrect direct debit payment, you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation that set it up.

- 19.3 You should tell the business or organisation what you have done and why. If they still think that you need to pay them, you will need to resolve the dispute with them directly. This does not affect your right to a refund as set out above.

## **20. Unauthorised payments**

You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and interest you lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

1. If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

2. If we can prove you have been grossly negligent with your device or security details, you will be liable for payments from your account but only until you have told us your device or security details have been lost, stolen or could be misused. In some cases, you will not be liable for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your device or security details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or online.

## **21. What happens if we break the terms of this agreement?**

- 21.1 We are responsible if you suffer loss because we have broken this agreement. There are three exceptions to this rule:

1. We are not 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. These include delays or failures caused by industrial action (e.g. strikes), problems with another system or network, mechanical breakdown or data-processing failures.

2. We are not liable for losses or costs where a regulatory requirement means we must break this agreement.

3. We are not liable for business losses or costs you suffer (such as loss of business profits or opportunities) as a result of anything we have done, as we make this agreement with you as a personal customer.

- 21.2 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.

## Section K – Using money between accounts ('set-off')

Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you, including your savings accounts.

### Meaning of words we've used

<b>regulatory requirement</b>	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.
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### 22. When can we use set-off?

- 22.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.
- 22.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise with us.
- 22.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (X) 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
You and X	X
You and X	You

- 22.4 Even if there is a court decision against you or you are fined, we can use money you have in your accounts to pay something you owe us (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.
- 22.5 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, the money available to the other person will be what is left after we add up what we owe on the affected accounts and subtract what our customer owes us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are prevented by law.



# Section L – Ending this agreement or an account or service, or suspending a service

## 23. Suspending an account or service

We may suspend an account or service if we think you don't want it any more because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months' notice in writing before doing so.

## 24. Ending this agreement or an account or service

24.1 This agreement continues until you or we cancel or end it. The following table shows how this agreement (or any account or service) can be ended. If we end it, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason	None, unless the special or additional conditions for your account require notice. You may have to pay a charge if you close some accounts before the end of a fixed term.  We may ask you to confirm in writing your request to close your account.
Us	If we reasonably consider that: <ul style="list-style-type: none"> <li>▶ there is illegal or fraudulent activity on or connected to the account;</li> <li>▶ you are or may be behaving improperly (for example, in a threatening or abusive way);</li> <li>▶ by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</li> <li>▶ you have seriously or repeatedly broken this agreement in any other way.</li> </ul>	None
	You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to Reclaim Fund Ltd (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.	For further details see Section N.
	Any other reason.	Two months (in writing).

- 24.2 When this agreement ends, any account covered by it will close and any service we provide under it will stop. You must also:
- a) repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
  - b) pay any charges up to the date the agreement, account or service ends;
  - c) return anything that belongs to us or that we have given you, such as any device; and
  - d) if your account allows them, cancel any direct payments (such as direct debits or standing orders) 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.
- 24.3 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.
- 24.4 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 anything you owe us or, if you have broken this agreement, any loss of ours that results.
- 24.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 24.6 After this agreement ends, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy notice. This is available at [www.bankofscotland.co.uk/privacystatement](http://www.bankofscotland.co.uk/privacystatement), as a leaflet in branch or by asking us.

## Section M – Other important terms

### 25. What happens if you do not meet the conditions we set for an account type?

25.1 We may change an account you hold with us to a different account if:

- a) you stop being eligible for your existing account in any way;
- b) you are no longer resident in the United Kingdom; or
- c) you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months' notice. We will only change your account to one that we believe is a reasonably suitable alternative.

### 26. 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.

### 27. Not enforcing this agreement

We may not always strictly enforce our rights under this agreement; for example, we may allow you to withdraw funds when your account conditions do not allow this. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

### 28. How can you complain?

If you feel we have not met your expectations in any way, please let us know so that we can tackle the problem as quickly as possible. We have a three-step procedure to resolve your concerns.

#### a) Step 1 – Tell us about the problem

Tell us about your complaint and how you think it could be resolved by calling into any branch, call us on **0800 072 8668** or **0131 278 3729**. (Textphone **0800 389 1286** or **0131 278 3690**, if you have a hearing impairment) or contacting your relationship manager or Business Manager, if you have one.

We will try to resolve your complaint by the end of the third working day after you contact us. 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 to expect our full response.

We will also let you know the name and contact details of the person or team dealing with your case.

#### b) Step 2 – Follow-up

To follow up your complaint with Customer Services, 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.

#### c) Step 3 – Contact the Financial Ombudsman Service if you aren't satisfied

If you disagree with the decision we make, you can refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

## 29. Law applying to this agreement

- 29.1 If you are resident in Scotland when the conditions in this agreement first apply to you, Scots law will decide any legal questions about it, 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.
- 29.2 Unless you are resident in Scotland when the conditions in this agreement first apply to you, English law will decide any legal questions about it, 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.
- 29.3 This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

## 30. 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 and receives Faster Payments.

## 31. Transfers out of your account

If you take out money by phone or using Internet Banking, 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 sort code that receives Faster Payments. If you ask for this transfer through Internet Banking, then we can only transfer to another account you hold, not to an account held by another person.

## 32. Maturities

If your account matures on a working day (at the end of any fixed term you chose or after 12 months if your account lasts for 12 months):

- we'll pay you interest up to and including that working day; and
- your account will automatically change to the relevant replacement account the following day. (If your account was a fixed-term account that did not allow withdrawals, this will also be the day on which you can take out your money without charge.) If that following day is not a working day, the change will happen on the next working day and we will continue to pay you interest at your existing rate up to the day before your account changes.

For example, if your Monthly Saver matures on a Friday, it will automatically change to an Access Saver on the following Monday (assuming it's not a bank holiday), and you will be able to take your money out without charge on that Monday. We'll pay you fixed-rate interest up to and including the Sunday.

If your account matures on a non-working day (at the end of any fixed term you chose or after 12 months if your account lasts for 12 months):

- we'll pay you interest up to and including the next working day; and
- your account will automatically change to the relevant replacement account the following day. (If your account was a fixed-term account that did not allow withdrawals, this will also be the day on which you can take your money without charge.) If that following day is not a working day, the change will happen on the next working day and we'll continue to pay you interest at your existing rate up to the day before your account changes.

For example, if your Monthly Saver matures on a Saturday, it will automatically change to an Access Saver on the following Tuesday (assuming it's not a bank holiday), and you will be able to take your money out without charge on that Tuesday. We'll pay you fixed-rate Monthly Saver interest up to and including the Monday.

# Section N – Additional important information

This Section does not form part of the conditions for your account but provides further important information that you may need.

## Who we are

- Our company details
  - Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
  - To find out more about our company, see the Registrar’s website, [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or call the Registrar on **0303 1234 500**.
- Our VAT number is 244155576.
- We lend money and offer savings, insurance and other financial services to our customers.

## How we are regulated

- We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 169628.
- To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk)
- We are regulated by the Office of Communications (‘Ofcom’). If you have a complaint, particularly about 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**, fax **020 7981 3333** or Textphone **020 7981 3043**.

## Industry codes and memberships

- We are a member of UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more.
- Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.
- We follow advertising codes regulated by the Advertising Standards Authority (‘ASA’). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, 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.
- We are a member of the Banking Standards Board and support the BSB’s Consumer Framework and Principles. Find out more at [www.bankingstandardsboard.org.uk](http://www.bankingstandardsboard.org.uk)

## Dormant balances

We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008, which enables money in dormant accounts (i.e., accounts that have been inactive for 15 years or more) to be distributed for the benefit of the community while allowing customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL), a not-for-profit reclaim fund authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your account to RFL, you will have the same rights against RFL to reclaim your balance as you would have done against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on behalf of RFL. Therefore, you should continue to contact us in the usual way if you have any questions or complaints about dormant accounts or balances.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). Any transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

## Cancellation

We hope you're happy with the savings account you've chosen. However, if you're not, you have 14 days from opening the account (or, if you have opened your account by phone, from the date you receive your conditions if that is later) to cancel it without charge. Just let us know by writing to Bank of Scotland, PO Box 548, Leeds LS1 1WU, come into any branch or phone us. If you have chosen an ISA account and cancel within 14 days, you'll still be able to open another cash ISA in the same tax year. If you cancel your cash ISA account after 14 days, you will not be able to open an ISA in the same tax year. This right to cancel does not apply to fixed-rate fixed-term accounts (other than our Fixed Cash ISA). Whenever you cancel, we'll repay any credit balance and pay interest on your account for the time your money was with us. Even if you miss the 14-day deadline, you may still close your account in line with the account conditions.

## CHAPS

The cut-off time for making CHAPS payments is 4.25pm.

## Sending money outside the UK or in a foreign currency

This service means you can make an electronic payment from your Bank of Scotland savings account to another person outside the UK (whether in pounds or another currency) or in a foreign currency to another person in the UK. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for a payment. You can use this service through our branches or using Telephone Banking. There is a £5,000 maximum limit for any international payment made through Telephone Banking and a maximum limit of £100,000 for payments made through our Mobile Branches. The minimum payment amount in all cases is £1.01.

We must receive your payment instructions before the cut-off time on a working day so that we can start processing it the same day. The cut-off time for most foreign payments sent using branch and Telephone Banking is 3pm. Euro payments sent using branch and Telephone Banking may be subject to an earlier cut-off time of 2pm. If this applies to your payment, we will tell you at the time of the transaction. If your payment instruction is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

Section E explains how long any payment should take to arrive. Please bear in mind that countries outside the UK may have different non-working days, and this could affect when the person you have sent money to is able to draw it out.

As we explain in Section E, if you make a payment outside the UK or the EEA or in a non-EEA currency (other than pounds), we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

The Single Euro Payments Area (SEPA) currently consists of the UK and the countries of the EEA plus Åland Islands, Azores, Canary Islands, French Guiana, Gibraltar, Guadeloupe, Guernsey, Isle of Man, Jersey, Madeira, Martinique, Mayotte, Monaco, Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino and Switzerland.

We will confirm the details of your payment. These include the pound equivalent of the payment, the charges we apply and any breakdown of them, along with the exchange rate we applied immediately before the payment left your account. This information may also appear on your account statement. If you make a transfer in one of our branches, we'll give you a receipt at the time. If you use Telephone Banking, we'll confirm all the detail to you over the phone. Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.

## Tax

We will pay your interest gross. This means we won't automatically deduct tax from your interest. Depending on your personal circumstances, you may need to pay tax on the interest you earn and it will be your responsibility to pay any tax you owe to HM Revenue & Customs (HMRC).

Tax-free is the contractual rate of interest that applies when interest is exempt from income tax.

Saving for children: If a parent (including civil partner and step parent) gifts money to their child and the interest from it is more than £100 a year, then that interest counts towards the parent's personal savings allowance, and may be taxable depending on the parent's personal circumstances. This also applies if the interest on the gift added to any interest we've already paid makes a gross interest payment of over £100. This £100 threshold applies to each parent individually. All accounts a parent holds for the child (whether or not they are held with the same bank or building society) are taken into account. The £100 rule does not apply to parental contributions to a Junior ISA.

## ISAs

Bank of Scotland is registered as an ISA manager with HM Revenue & Customs. If it 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 Bank of Scotland, Halifax 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.

You can withdraw £250,000 by banker's draft, subject to the account conditions. If you need to withdraw more, please tell your branch in advance as special arrangements may need to be made.

You cannot withdraw any amount of less than £500 from your savings account by banker's draft. You can only get a banker's draft from one of our branches with a counter.

You may not have more than five banker's drafts in a day from your account and any other savings accounts you have with us.

## Children's Saver

If your account was changed from a Children's Saver account at the child's 16th birthday, you will hold your new account as trustee for your child. You, as the adult customer, will be the only one who should operate it. As trustee you should continue to manage the account for the child's benefit, and be aware that the child can claim the money from you in the future. Generally a trustee will transfer money in a trust account to the child once he or she is old enough.

## Other information

- We will communicate with you in English.
- You can ask for a copy of this agreement or download it from our website.
- For more information visit us at [www.bankofscotland.co.uk](http://www.bankofscotland.co.uk) or go to any Bank of Scotland branch.
- Cashpoint® is a registered trademark of Lloyds Bank plc and is used under licence by Bank of Scotland plc.
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# Section 0 – Savings charges

## **Withdrawing cash in pounds in the UK**

If you take money in pounds from your account using any Halifax or Bank of Scotland cash machine in the UK, we won't charge you for the withdrawal. However, if you use a cash machine that isn't a Halifax or Bank of Scotland cash machine, you may be charged by the machine owner. If so, the machine will show you the amount and tell you that it will be taken from your account when you withdraw the cash.

## **Withdrawing cash in a foreign currency, or withdrawing pounds outside the UK (at a cash machine or over the counter)**

If you use your Cardcash card to withdraw cash in a foreign currency, or to withdraw cash in pounds outside the UK, Visa will convert the amount into pounds the day the transaction is processed using the Visa Payment Scheme Exchange Rate. We will charge you a foreign currency transaction fee of 2.99% of the value of the withdrawal. This is a fee for currency conversion. We will also charge a foreign currency cash fee of £1.50 for each withdrawal.

If you ask the cash machine operator/financial service provider to make the conversion, we will not charge you a currency conversion fee but we will charge a foreign cash fee of £1.50 for each withdrawal. The provider of the foreign currency may make a separate charge for the conversion.

We won't charge a foreign currency cash fee or a foreign cash fee if you:

- withdraw euro within the EEA or UK; or
- withdraw euro from outside the EEA or UK and the cash machine operator's payment service provider is based in the EEA or UK.

You can find more information on our website about the exchange rates that apply to your transaction to help you compare them with other card issuers' rates.

## **Copy statements**

If you ask for a copy of a statement that has previously been issued to you, you may be charged a fee of £5 for each request. You won't be charged this fee if you have a passbook or use Internet Banking and are registered for paper-free statements or if you haven't previously been sent the statement.

## **CHAPS fee**

If you ask us to transfer money electronically from your account to another UK account using the CHAPS system we'll charge you a fee of £25. If you ask us to make a CHAPS payment this will be processed either externally through the Bank of England Payments Settlement System or internally, and the fee applies in either case. You can only ask us to make a CHAPS payment in the UK in pounds at one of our branches with counters. You cannot instruct a CHAPS payment through one of our Bank of Scotland Mobile Branches.



## Charges for sending or receiving money from outside the UK or in a foreign currency

Sending money outside the UK or in a foreign currency	In euro - No fee charged* In any other currency - £9.50*
The Correspondent Bank Fee	Zone 1 (USA, Canada and Europe (non EEA)) £12 Zone 2 (Rest of the world) – £20
Receiving money from outside the UK or in a foreign currency	
Electronic payments received in euro from within the UK or EEA, or by SEPA credit transfer	Free
All other electronic payments up to and including £100	£2
All other electronic payments over £100	£7

\* You will share payment charges with the recipient when the payment is made:

- in any currency to a bank account in the UK or EEA; or
- in any EEA currency or pounds to a bank account in Switzerland, Monaco or San Marino.

Sharing the charges means you will pay our charge and the recipient will pay their bank's charges plus any agent bank charges that may apply.

If you make any other international payment, you can choose either:

- a) to share charges; or
- b) to pay both our charge and all agent bank charges.

If you choose option b), you will pay our charge and the Correspondent Bank Fee that replaces all agent bank charges. The recipient bank may charge its customer a fee but we cannot provide information about such a fee.

## Charges for special services

Foreign currency or travellers cheques – you may ask us to use a number of special services relating to foreign currency or travellers cheques. Ask at any of our branches with a counter for details.

## Our promise

Our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

- Visit a branch and speak to any member of the team.
- Call us on **0800 072 8668** or **0131 278 3729**. (Textphone **0800 389 1286** or **0131 278 3690**, if you have a hearing impairment).
- Write to us at Bank of Scotland, PO Box 761, Leeds LS1 9JF.

If you're still not happy and 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.





## Get in touch

 [bankofscotland.co.uk](https://www.bankofscotland.co.uk)

 0345 602 0304

 Visit your local branch

If you need this communication in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can use Relay UK, or contact us by Textphone on **0345 600 9644** (lines are open 9am–5:30pm every day). In either case, calls are serviced by Relay UK. SignVideo services are also available if you're Deaf and use British Sign Language: **[bankofscotland.co.uk/contactus/signvideo](https://www.bankofscotland.co.uk/contactus/signvideo)**

Calls and online sessions may be monitored and/or recorded for quality evaluation, training and to ensure compliance with laws and regulations. Not all Telephone Banking services are available 24 hours a day, 7 days a week.

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Registered Office: The Mound, Edinburgh EH1 1YZ.  
Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

This information is correct as of April 2021 and is relevant to Bank of Scotland products and services only.