

# Your banking relationship with us.

Personal Banking  
terms and conditions.

Local banking  
for Britain



# Our contact details.

If...	Then...
You have any general enquiries about your account, including additional information about the transactions on your account.	<p><b>Call</b> <b>03459 758 758</b>, write to us at TSB, PO Box 1, BX4 7SB, or (if you have a hearing or speech impairment) call Textphone <b>0345 835 3843</b></p> <p><b>Click</b> <b>tsb.co.uk</b> for certain queries by completing an enquiry form, available through the "Contact us" link</p>
Your debit card is lost or stolen. We will cancel the debit card and send you a replacement.	<p><b>Call</b> <b>0800 015 0030</b> if you are in the UK, or <b>+44 (0) 20 7481 2567</b> if you are abroad</p>
You lose or damage your cheque book. You can cancel your existing cheque book and arrange for a replacement. We do not make our usual charge for stopping cheques for this service.	<p><b>Call</b> <b>03459 758 758</b></p>
You've forgotten your PIN. We will then order you a replacement PIN once we have confirmed your identity. You will need to unlock or change this PIN at any TSB cash machine by selecting 'PIN services' before you can use it.	<p><b>Call</b> <b>03459 758 758</b></p>
You are worried that someone knows your security details.	<p><b>Call</b> <b>0800 015 0030</b> if you are in the UK, or <b>+44 (0) 20 7481 2567</b> if you are abroad</p>
You are worried that an automated payment or card transaction on your account has not been properly authorised by you, or has been incorrectly executed on your account you must notify us.	<p><b>Call</b> <b>03459 758 758</b></p>
You want to find out our standard exchange rates for foreign cheques, international payments and foreign currency card transactions.	<p><b>Call</b> <b>03459 758 758</b> if you are in the UK, or <b>+44 (0) 20 3284 1575</b> if you are abroad</p> <p><b>Visit</b> <b>Drop into your local branch</b></p>
You need to tell us about a change of name or address.	<p><b>Call</b> <b>03459 758 758</b></p> <p><b>Visit</b> <b>Drop into your local branch</b></p> <p><b>Send</b> a change of name/address form which you can get in branch or through Telephone or Internet Banking</p>
You have a complaint.	<p><b>Read</b> the "If you have a complaint" section at the end of this booklet</p>
You want to write to us.	<p><b>Write</b> to us at TSB, PO Box 1, BX4 7SB</p>

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

Call costs may vary depending on your service provider. If you need to call us from abroad, or prefer not to use our **0345** number, you can also call **0203 284 1575**.

Not all telephone services are available 24 hours a day, 7 days a week. Please speak to an advisor for more information. Calls may be monitored or recorded.

This booklet contains the general conditions that apply to our personal bank accounts and some related services. Please read it carefully and keep for future reference.

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## Section A – Introduction to this agreement

### 1. The services this agreement covers

- 1.1 This document sets out the general conditions for our sterling bank accounts and related banking services for personal customers resident in the United Kingdom ("UK"). These accounts and services may also have additional conditions (see condition 2 for more details). If we offer other services in the future, we will make it clear at the time if these general conditions will apply to them.

#### Bank accounts

- We offer an extensive choice of current accounts to suit a wide variety of needs. These range from an account offering basic banking services to accounts including added benefits, for example, some types of insurance.
- Money can be paid directly into a current account in cash, by cheque or by direct transfer from another account. You can take money out in many different ways, such as by cheque, card, in cash, direct transfer to another account, direct debit or standing order.
- We may agree to give you an overdraft on your current account and, as part of our overall service, we will consider requests for an Unplanned Overdraft or increased Unplanned Overdraft and tell you of our decision. Often we do grant an Unplanned Overdraft for a short period because we believe this to be an important aspect of the banking service which we offer our customers. If we always refused Unplanned Overdrafts this would in many cases lead to inconvenience for our customers. However, we do have options available for those customers who would prefer to avoid Unplanned Overdrafts. Please contact us if you would like to discuss those options.
- If you want to put some of your money aside, you can open a savings account. There may be limits to the ways you can take money out of a savings account, compared to a current account. For example, you may not be able to set up standing orders or direct debits on a savings account.

#### Cards

- Debit and ATM cards are covered by these general conditions. (These cards do not give you additional rights to borrow money. The terms of use for our other cards, such as credit cards and prepaid cards, are covered by separate agreements.)

- You can use debit cards to take money from your current accounts by making cash withdrawals from cash machines, getting cash back from some retailers and paying for goods and services in the UK and other countries.
- You can use ATM cards to take money from your current accounts (and some savings accounts) by making cash withdrawals from cash machines.
- You may also be able to use your card at cash machines for a variety of other services such as making deposits, paying bills, transferring funds, topping up your mobile phone, making a balance enquiry or making a charitable donation. This will depend on whether the cash machine offers these services and if it is a TSB cash machine. Your card may not allow you to use all services offered by the cash machine operated by other providers.

#### Telephone Banking, Internet Banking and Mobile Banking

- You can give us instructions and access information on your accounts by phone using Telephone Banking or, once you have registered, electronically using Internet Banking.
  - Once you have registered, we can also provide Mobile Banking. This includes a range of text alert services where we send you text messages with information about your current accounts and Mobile Banking which allows you to access information on your accounts and give us certain instructions using your mobile phone.
- 1.2 You may not be eligible for all of our accounts or services or all the features they have – for example, we will not give you a Planned Overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us.
- 1.3 An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other companies in our group may use your personal information, please read the section at the end of these terms and conditions headed "Important information about your personal information".

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

## 2. How this agreement works

- 2.1 This agreement for the above bank accounts and related banking services is made up of the general conditions in this document and any "additional conditions" we give you for these accounts or services. We will tell you if these general conditions apply when you take a new product or service from us.
- 2.2 "Additional conditions" are the interest rates, charges and other terms that apply to a specific service or account that are not included in this document. These will include, for example, minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; interest rates and charges; and notice periods on savings accounts. We will give you these additional conditions separately – for example they may be included as part of our application forms, letters or leaflets (such as welcome packs), on our website, in our banking charges guide or by phone.
- 2.3 If any additional condition conflicts with any general condition in this document, the additional condition will apply.  
For example a savings account may have different terms for working out or paying interest, so those terms will apply instead of the conflicting terms in these general conditions.
- 2.4 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
- 2.5 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 2.6 This agreement only covers banking services we provide for your personal use. We have different agreements if you are a customer for the purposes of a business, club, charity or other organisation, or if you are acting as a trustee, personal representative, partner or sole trader. This agreement does not affect or change the terms (express or implied) of those agreements.
- 2.7 In this agreement, "we"/"us" are TSB Bank plc.

## Section B – Contact and security

### 3. Contacting each other

- 3.1 Our contact details are in the contact details section at the beginning of this document.
- 3.2 You can contact us and give us instructions in branch, through Telephone Banking, Internet Banking or Mobile Banking (once you have registered for them), or by using a card. Any instructions you give us are not effective until we actually receive them. You can usually use our Telephone, Internet and Mobile Banking services and cash machines at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 3.3 We may contact you by post, telephone and electronically using the contact details you give us (including any electronic address that we agree with you will be used to send you electronic communications). When we use the words "electronic" or "electronically" in this agreement we mean any form of message made by any type of telecommunication, digital or IT device (including the internet, digital television, email and text message). You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We will charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 3.4 It may be unlawful for you to use Internet Banking or Mobile Banking in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 3.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

#### 4. Security

4.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:

- (a) you must sign instructions given on paper;
- (b) when you are in a branch, we may ask you for identification; and
- (c) if you are contacting us or giving us instructions by any other method (for example by using a card, Telephone Banking, Internet Banking or by Mobile Banking) you must do so using the "Security Details" we have given to you or agreed with you personally.

"Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs") or your fingerprint or other distinctive personal characteristics to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.

4.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.

4.3 You must:

- (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
- (b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
- (c) keep your cards and Security Details secure and protect cards from damage;
- (d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
  - (i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
  - (ii) writing your Security Details on, or keeping them with your cards or banking documentation;
  - (iii) writing down your Security Details in a way that is recognisable; or
  - (iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;

(e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 13; and

(f) if there is a place for your signature, sign any card as soon as you have received it.

4.4 If you use Internet Banking or Mobile Banking, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.

4.5 We may replace your card with a different type of card available under this agreement, for example, following a review of your personal circumstances, we may replace an ATM card with a debit card (or a debit card with an ATM card).

We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you advance personal notice of the change as required by this agreement.

4.6 You must tell us as soon as you can (see the contact details section) if you:

- (a) notice any errors;
- (b) find our services are not working;
- (c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
- (d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.

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

4.8 We will not treat you as breaking your security obligations just because you use an aggregation service we do not provide, as long as you continue to keep your Security Details secure and do not disclose them to the service provider. A typical aggregation service allows you to view information about your accounts with different banks on a single website.

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

## 5. Statements and information

- 5.1 We will provide or make available a statement each month there are payments on the account. We will provide statements in electronic format for your accounts with us that are accessible by Internet Banking and you can tell us to stop sending you paper statements for all, or any, of these accounts. You can change your mind and tell us to start sending you paper statements again.
- 5.2 For savings accounts, we will make a statement available each month there are any payments on the account and will provide you with a paper statement at least once a year unless you have registered with Internet Banking and asked us to stop sending you paper statements for all, or any accounts accessible by Internet Banking.
- 5.3 You can order a paper statement at any branch or through Telephone Banking. If you ask us to send you a paper copy of a statement we have already provided on paper, we will charge you for this.
- 5.4 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 5.5 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible.
- 5.6 You must give any information and help we reasonably ask for that is relevant to misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the UK or (if appropriate) abroad.
- 5.7 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided you can ask us for details.

## Section C – Banking services

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

- 6.1 We begin processing payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this section C the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.
- 6.2 “Working day” has a particular meaning in this agreement:
  - (a) By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below. The position is slightly different for debit card payments, which is explained in the card payments section.
  - (b) In all cases, how long a working day lasts will depend on the “cut-off” time for that particular method of making or receiving payments. For example, the cut-off time is different for branches, Telephone Banking and Internet Banking but is usually not before 3.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day.

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

- 6.3 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

### 7. Payments into your account (deposits)

#### 7.1 General conditions about payments into your account

- (a) In this condition we explain the timing of different types of payment into your account, including:
  - (i) when we show them in your account;
  - (ii) when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account; and
  - (iii) when they are available for you to use for withdrawals or other payments out of your account.

- (b) On some of our current accounts we offer 'instant cheque value,' which means we will start paying you any interest straight away for the first £1,000.00 of cheques you pay in over the counter at one of our branches before the cut-off time on a working day. For amounts over £1,000.00 or where we do not offer instant cheque value we will pay any interest at the time stated in condition 7.4.
- (c) We may not accept a cheque for payment into your account if it is more than 6 months old.

## 7.2 Cash payments into your account

We outline below the different ways in which you can pay in cash to your account. How quickly the funds will be available for you to use and start to earn any interest on, will depend on when we receive the cash.

- (a) Paid in at a TSB branch counter: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway. The same applies if you pay cash into a branch on a non-working day, except that it will not earn any interest (or reduce the interest you pay) until the next working day.
- (b) Paid in at a TSB branch pay in box: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we have counted the cash, which will be shortly after the cut-off time displayed at the pay in box and in any case by the end of the working day.
- (c) Paid in at a TSB cash machine that accepts deposits: we will show it in your account and it will earn any interest (or reduce the interest you pay) when we have counted the cash, which will be the next working day. You will be able to use the cash after it has been counted. So, for example, if you pay cash into a TSB cash machine on a Monday, it will show on your account, earn any interest and be available to use as soon as we have counted it on the Tuesday.
- (d) Paid in at a Post Office®: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we receive it. We receive cash 1 working day after you paid it in at the Post Office®. So, for example if you pay cash into a Post Office® on a Monday, you will be able to use it as soon as we have received it on the Tuesday.

## 7.3 Payments into your account (other than cash and cheque payments)

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

- (b) When we receive a payment for your account in sterling, we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.
- (c) If you make a transfer between your personal bank accounts with us on any non-working day, the amount you transfer will leave one account (A) and will be available for you to use from the other account (B) that day but will be shown as arriving in account B on the next working day. The amount will count towards any interest on account A until the date the payment is shown as arriving in account B when it will count towards any interest on account B.

## International payments into your account

- (d) When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and pay any interest on it (or use it to reduce the interest you pay) from the same day. For some currencies, we may be unable to convert the payment into sterling on the day that we receive it. If this is the case, we will convert it as soon as we are reasonably able to and will add it to your account up to 2 working days after we receive it.
- (e) We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment. You can find out our standard exchange rate by calling us on the number given in the contacts section at the beginning of this document.
- (f) We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

## 7.4 Cheques paid into your account

### Cheques from banks other than TSB

- (a) When you pay a sterling cheque from another bank in the UK, the Isle of Man, Gibraltar or Channel Islands (the "paying bank") into your personal account with us:
  - (i) we will show the cheque in your account on the same day that we receive it;
  - (ii) from the second working day after we receive it, we start paying any interest on the cheque (or use it to reduce the interest you pay);
  - (iii) from the fourth working day after we receive it, the funds are available for you to use but the cheque may still be returned unpaid up until the sixth working day after we receive it; and



- (iv) from the end of the sixth working day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently. So, for example, if you pay in a non-TSB cheque on a Monday, you will see it on your account the same day, it counts towards any interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday.

#### TSB cheques

- (b) Where we are the paying bank and the cheque is from:
  - (i) a personal account, we will show it in your account, pay any interest on it (or use it to reduce the interest you pay) and allow you to use it on the same day that we receive it;
  - (ii) a business account and you pay the cheque into the branch holding that account, we will show it in your account and pay any interest on it (or use it to reduce the interest you pay) on the same day that we receive it and it will be available for you to use the next working day.
- (c) If you pay in a cheque at an Immediate Deposit Machine, or if you pay in a cheque from a business account at a different branch to the branch holding the business account, we will deal with it in the same way as a cheque from a non-TSB account.
- (d) When you pay a sterling cheque from us or another bank in the UK, the Isle of Man, Gibraltar or the Channel Islands ("the paying bank") into your personal account with us through a TSB cash machine that accepts deposits:
  - (i) we will show it in your account on the next working day, which will be the day we receive and start to process it;
  - (ii) from the second working day after we receive and start to process it, we will start paying the interest on the cheque (or use it to reduce the interest you pay);
  - (iii) from the fourth working day after we receive and start to process it, the funds will be available for you to use but the cheque may still be returned unpaid up until the sixth working day after we receive and start to process it; and
  - (iv) from the end of the sixth working day after we receive and start to process it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if you pay a cheque into our account through a TSB cash machine on a Monday, you will see it on your account on the Tuesday. It will start to count towards any interest (or reduce the interest you pay) on the Thursday, you can use the money on the following Monday and we cannot take the payment out of your account (unless you have acted fraudulently) after the following Wednesday.

#### All cheques

- (e) If the cheque is paid in at the Post Office® an extra working day has to be added to the timings in 7.4 (a).
- (f) If a cheque is returned unpaid by the paying bank before the end of the sixth working day from the day it is paid in, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft. If this happens, we will let you know.
- (g) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque. There is a charge for this service.

#### 7.5 Foreign cheques paid into your account

- (a) "Foreign cheques" mean cheques in a foreign currency or cheques in sterling paid out of an account at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands).
- (b) If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign the cheque Mr A Smith.) If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- (c) If you wish to pay a foreign cheque into your account, the processing times for dealing with UK cheques do not apply and you may choose whether we "negotiate" it or "collect" it:
  - (i) If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the working day after we receive it. We will then get payment from the paying bank.
  - (ii) If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.

- (iii) The exchange rate we use when converting a foreign cheque into sterling will be:
  - (iv) our standard exchange rate for negotiating cheques, on the day we buy the cheque from you; or
  - (v) our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank.
- (d) If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we converted the cheque into sterling, we will change it back into the foreign currency using our standard exchange rate for the relevant currency on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft. This normally means we take a larger amount 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.
- (e) We will take our charges for dealing with foreign cheques, and 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, from the account you told us to pay the cheque into.
- (f) Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- (g) If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.

## 8. Payments out of your account (withdrawals)

### 8.1 General conditions about payments out of your account

- (a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
  - (i) if you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone or Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality (for example by removing the contactless card from your wallet, purse or where it is being stored and holding the card or any other

device on which the card is stored near the contactless device); and

- (ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- (b) When you give us a payment instruction to transfer funds to another account (other than by cheque), you must give us either:-
- (i) the sort code and account number; or
  - (ii) when making a payment through the Pay a Contact service, a mobile telephone number; or
  - (iii) any other unique identifier requested that we agree with you when you request to use a product or service we offer

for payments in the UK, or the equivalent information for payments outside of the UK, and any other details we ask you for such as the name of the person you are sending the payment to, so we can make the payment.

(If you give a payment instruction using Telephone Banking or Internet Banking or Mobile Banking, we will ask you to check and confirm your payment instruction.) You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.

- (c) If you ask us to make a standing order or future-dated payment we make payments from your account shortly after midnight at the start of the payment due date or the next working day for payments that fall on a non-working day. If you don't have enough money in your account at this point, we will try to make the payment again after 3.30pm the same day to give you the chance to put extra funds into your account. If there is still not enough money to make the payment, we'll try one last time shortly after midnight on the next working day. If that attempt fails because there's not enough money in your account, the payment will not be made, and you will need to contact the beneficiary/beneficiaries. If we charge Returned Item Fees on your account, we will only charge you if all three tries are unsuccessful – we will never charge more than one Returned Item Fee for the failed payment.
- (d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.

- (e) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.
- (f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
  - (i) the security of a card or your Security Details;
  - (ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
  - (iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

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

- (g) We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:
  - (i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
  - (ii) the payment instruction is not clear or you have not provided us with the correct details;
  - (iii) there is a legal requirement or a court or other authority that tells us to act in that way;
  - (iv) the payment seems unusual compared with the way you normally use your account;
  - (v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
  - (vi) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us);
  - (vii) you ask us to send a payment to an account that is not able to receive payments through the Faster Payments scheme (you can check with us in advance whether a particular account is able to receive this type of payment); or

(viii) any other reason set out separately in this agreement applies.

- (h) For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which may mean we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
- (i) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment if you ask us to send funds from your account elsewhere. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.
- (j) If we prevent you from using your account or cards, or refuse, or are unable to make a payment under this agreement, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- (k) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing, or are unable to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to. If you are using a card to make a payment or withdrawal from a cash machine, the retailer or organisation which owns the cash machine will tell you that the payment has been refused. For certain contactless transactions, the retailer or organisation may not be able to confirm at the point the card is used that the transaction has been declined. If you want to check whether a transaction has been accepted, you can call us on the number in the "Contact Details" section, at the beginning of your Personal Banking Terms and Conditions leaflet.
- (l) You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- (m) We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.
- (n) We are not liable for failing to make a payment if the bank or building society you are sending the payment to is not able to accept payments through the Faster Payments scheme.

## 8.2 Payments (other than payments by card and cheque)

- (a) If you ask us to make an immediate payment or a future dated payment (including a standing order to an account at another bank in the UK), the following applies: We will use the Faster Payments scheme if it is available and the bank or building society you are sending a payment to is able to accept payments through the scheme;
1. An immediate payment can be made using the scheme 24 hours a day, 7 days a week. We will take the payment from your account straightaway and the payment will normally reach the receiving account within 2 hours.
  2. Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.  
  
You can check with us when you make a payment whether the bank or building society you are sending the payment to is able to accept payments through the Faster Payments scheme.
- (i) If we cannot make the payment using the Faster Payments scheme you can contact us to ask if there is any other method available to make payment.

### International payments — current accounts only

- (b) If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than the next working day after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than 4 working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- (c) If you give a business or other organisation authority to collect payments from your account using the SEPA Direct Debit Scheme, the payment will reach the other bank on the date we have been given for payment unless this is a public holiday in the other bank's country (in which case, this will be on the next working day).
- (d) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.
- (e) We will use our standard exchange rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current exchange rate by calling us on the number set out in the "contact details" section at the beginning of this document.
- (f) When you ask us to make an international payment, we will also tell you about any charges that may apply.
- (g) We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- (h) Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

### Direct debits

- (i) If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- (j) We allow direct debit payments to be collected from your account on the date specified in the direct debit instruction.
- (k) If 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 who set it up. You should also contact them to let them know what you have done and why. If the payment was made in euro under the SEPA Direct Debit Scheme, you must tell us no later than 8 weeks after the debit date. After that time, we will only be able to provide a refund in accordance with condition 8.4 if the transaction was unauthorised.
- (l) If you have a dispute about a direct debit payment that has been collected from your account, you will need to resolve the dispute with the business or organisation directly. You cannot use any claim or defence you may have against them as the basis of a claim or defence against us. This does not affect your right to a refund as set out above.
- (m) Where direct debits are collected in euro under the SEPA Direct Debit Scheme, those payments will be collected during the working day.

As a result, any text alerts you receive on the same day as a SEPA Direct Debit, such as a limit alert, will not take account of such SEPA Direct Debit payments. You should ensure that you have available funds to cover the amount of these direct debits.

- (n) You can ask us for more details on how payments are made under the SEPA Direct Debit Scheme.

#### labelling="Section-Header">Cancelling or changing a payment

- (o) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.
- (p) If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any further payments, you should tell the business or organisation so that they can cancel the direct debit.
- (q) Where we are notified by a UK banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their current account to another bank, we will update your instruction with their new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.

### 8.3 Card payments

- (a) If you use your card to withdraw cash or to make a payment, we will take the amount of the withdrawal or payment from your account after we receive confirmed details of the withdrawal or payment from the relevant card association (for example, Visa). Your account may be debited on a non-working day.
- (b) If you use your card for a cash withdrawal or to make a payment in a currency other than sterling, we will convert the amount withdrawn, or paid, into sterling on the day it is processed by the international payment organisation (for example, Visa or MasterCard®) whose name or marks appear on the card. The exchange rate we use is the rate set by the international payment organisation and a percentage added by us. This percentage and other charges that apply are set out in our banking charges guide. You can find out the current exchange rate by calling us on the number set out at the beginning of this document.
- (c) However, if you use your card to withdraw euro from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion into euro. That bank will set the exchange rate and may

charge you for the conversion.

- (d) If you wish to cancel payments made on a regular basis from your card account, such as magazine subscriptions, you can tell us that you no longer consent to these payments being made. You can do this at any time before the end of the last working day before the next payment is due to be made. We will then stop the payments. We also advise that you contact the person you make the payment to so that they do not keep trying to take the payment. You will need to contact them if you want to cancel your agreement with them in any case, as we cannot do that for you. You will also need to tell anyone you make regular payments to if your account is closed or your card number changes otherwise they may not be able to collect your payments.
- (e) If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the relevant card association.

### 8.4 Refunds for payments

- (a) We will refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:
    - (i) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
    - (ii) you tell us about a payment made from your account which was not authorised and for which you are not otherwise liable (condition 15 has more information on liability).
- However, we will not refund the payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made. If the payment was collected by direct debit, the refund provisions in condition 8.2(i) will also apply.
- (b) Where you have used your card to make a payment, you can ask us to refund the payment if the following conditions are satisfied:
    - (i) the payment was made to a retailer in the EEA;
    - (ii) the authorisation you gave did not specify the exact amount to be paid;
    - (iii) the amount that has been requested was more than you could reasonably have expected to pay based on the circumstances,

including your previous spending patterns; and  
(iv) you request a refund within 8 weeks of the date the payment was made from your account.

We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card. Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will either refund the payment or we will inform you of our reasons for refusing the refund.

If you query the payment more than 8 weeks after it was taken from your account or the payment was made to a retailer outside the EEA, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

## 8.5 Cheque payments

- (a) When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which can be months later).
- (b) It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- (c) You may be able to stop a cheque that has not yet been paid in by calling us with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed.
- (d) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. You can instead use Telephone Banking or Internet Banking to tell us to make a payment on a future date.
- (e) If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- (f) We may not accept a cheque for payment out of your account if it is more than 6 months old.

## 9. Interest and charges

- 9.1 We give you details of our current interest rates (where applicable), charges (such as monthly account fees, charges for certain card payments, and overdraft charges) and charging dates (such as billing periods) in our banking charges guide or other additional conditions. You can also find them out by contacting us (see the contact details section) and on our website. We may change our interest rates, charges and charging dates or introduce new charges under condition 14.
  - 9.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
  - 9.3 The additional conditions will tell you when we pay interest, if any, on your account. This is usually monthly, 3 monthly, 6 monthly or yearly. If the day interest is due to be paid on an account is not a working day, we will pay interest up to, and on, the next working day. We will pay interest by crediting it to your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.
  - 9.4 Where we add interest to your account, we pay it "net" (taking off income tax at the standard rate) unless we are allowed to pay you gross interest (without taking off tax). We can do this if you (or all of you on a joint account) give us a completed Form R85 (or any replacement form) or by calling us. You can get the form from our branches or from HM Revenue & Customs. Higher rate tax payers may have to pay additional tax themselves.
  - 9.5 We will calculate any interest at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.
  - 9.6 We may take any interest and charges you owe us from the same account, or from your other accounts as allowed under condition 16. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account and will tell you when we take them.
- ## 10. Overdrafts and available funds
- 10.1 An "overdraft" is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The "available funds" is the amount you can use to make payments out of your account each day. This will be:
    - (a) the amount of credit balance that is available for you to use on your account plus the amount of any Planned Overdraft (the overdraft limit); less
    - (b) the amount of card payments we have authorised but not yet taken from your account; and
    - (c) any card transactions that have not yet come to us for authorisation.

- 10.2 When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 10.3 Overdrafts are always repayable "on demand." This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days' notice before making the change.
- 10.4 We offer an overdraft "buffer" for customers whose account goes into an overdraft by only a small amount. We do not charge interest or fees on overdrafts within this buffer but if you exceed the buffer, we will charge interest on the whole amount, including the amount of the buffer. If you use an overdraft to borrow money over the buffer, you will have to pay a monthly overdraft usage fee for the overdraft. This fee applies to both a Planned Overdraft and an Unplanned Overdraft. The other charges and the amount of interest you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft and also depends on what current account you have. Details of the buffer, the monthly overdraft usage fee and other charges are set out in our banking charges guide.
- 10.5 A "Planned Overdraft" is an overdraft up to a limit that we agree, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If we do not specify a period, then your Planned Overdraft will continue indefinitely until ended by either of us. We will carry out a review of your Planned Overdraft at least once every 12 months.
- 10.6 If you try to make a withdrawal or a payment out of your account (for example, by card, direct debit or cheque) for which you do not have available funds, we will treat this as a request for an "Unplanned Overdraft," or for an increase in your Unplanned Overdraft if you already have one. If your account becomes overdrawn (or goes over a limit we have agreed for a Planned Overdraft) because a payment into the account has been returned unpaid by the paying bank, or because we have added charges, we will also treat this as a request for an Unplanned Overdraft, or for an increase in your Unplanned Overdraft if you already have one. In each case, we will consider whether we agree to your request taking into account your personal circumstances. We will not be liable to you if we do not agree to give you an Unplanned Overdraft or increased Unplanned Overdraft.
- 10.7 When your account goes into Unplanned Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it, but we will ignore any Unplanned Overdrafts which are repaid by the end of that day when our accounting systems are updated (this is not usually before 10pm) or any overdrafts that are within the buffer amount described above. We only provide Unplanned Overdrafts for a limited period and we tell you when you must repay one. Your Unplanned Overdraft will in any case end as soon as you have available funds again in your account (but this does not stop you requesting a new Unplanned Overdraft in future). Details of the charges that apply to Unplanned Overdrafts are set out in our banking charges guide.
- 10.8 Where you do not have available funds to make a payment and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment (and we will tell you we have declined your request). The charges that apply are set out in our banking charges guide but we will not charge you for small payments that we decline that are less than the buffer set out in the banking charges guide.
- 10.9 If you do not want us to treat attempted payments as a request for an Unplanned Overdraft when you do not have sufficient available funds, you can choose to "opt-out" of this service, if this feature is available on your account. You can ask us at any time for details of how this works, including any fees and charges that you might have to pay (such as charges we apply when we have to refuse a payment) if you opt out.
- 11. Benefits packages included with certain accounts**
- 11.1 We may offer different benefits packages (covering various insurance or other benefits) with different types of bank accounts covered by this agreement. We will tell you the benefits packages which are available to you when you apply for an account. These benefits may be provided by selected third party suppliers. Further details of those suppliers and the conditions for the benefits packages (including charges for the account and any cancellation rights) are set out in the relevant additional conditions.
- 11.2 If insurance is included with your account, any money we receive from you or from the insurer in relation to such insurance will be held by us in our capacity as a bank regulated by the Financial Conduct Authority and not on trust for you (or as your agent if in Scotland). Such money will not be held in accordance with the Financial Conduct Authority's client money rules and once paid into your account is treated like any other funds held in your account. We hold any insurance premiums we collect on behalf of the insurer.

## Section D – General conditions

### 12. Joint customers

12.1 If two or more of you are party to this agreement, the following terms apply:

- (a) Any of you can give us instructions independently of the others on your joint accounts. This means anyone of you can, for example, withdraw all or any money on an account without the knowledge of the others, close an account or end a service, ask for statements and correspondence to be given electronically alone or by paper too, and apply for overdrafts, cards and other services or different accounts with benefits packages which are covered by this agreement and which are available on your joint accounts. We will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint customers, unless we are required to do so by law or a regulator.
- (b) Any one of you can replace an account or service with another account or service covered by these general conditions on behalf of all of you.
- (c) Just as any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name under condition 16.
- (d) Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.
- (e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate current account statements if you live at different addresses. We can act on information about you which any of you gives us.
- (f) If one of you asks us to set up a Planned Overdraft on the account, we can provide that person with pre-contractual information but do not need to provide it to all of you.
- (g) A notice we send to one of you will count as notice to all of you.
- (h) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
- (i) If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.

(j) 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.

(k) If any of you die, we will remove your name from the account and it will continue in the name and ownership of the remaining joint account holder(s). This means they will own any money in the account or be responsible for any debt on the account (for example, an overdraft), and can give us instructions for example to withdraw any money from the account and change any services or benefits associated with the account. In a small number of circumstances we won't remove the deceased's name from the account and we won't act solely on the instructions of the remaining joint account holder(s), for example if it is clear to us that it was not your wish for this to happen when you set up the joint party on your account.

### 13. Authorising others to operate your accounts

13.1 You may authorise someone else to operate your account by signing a third party mandate or a power of attorney.

For powers of attorney, we will need to see the signed document. In some cases we need to see the original signed document although for some powers of attorney we may be able to accept a copy certified by someone we reasonably think appropriate, such as a solicitor.

13.2 In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you become incapable or bankrupt, or in the event of your death), and any third party mandates or powers of attorney you have given may become ineffective.

13.3 For security reasons, we may not allow a person who is operating your account for you access to some services. Where we do make these services available, that person may use your Security Details and we will not treat you as breaking your security obligations because they know your Security Details.

13.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

### 14. Changes to these conditions and the additional conditions

#### Overview of changes we can make

14.1 We will not change a fixed rate or a bonus rate on your account or any other condition for the time we have agreed to keep it fixed.

14.2 Otherwise, we can only make changes to these conditions and additional conditions as set out below.



### Changes we may make

- 14.3 Changes to tracker rates and exchange rates will take place automatically as the reference rate changes. Further details are set out under "Changes to tracker rates and exchange rates" below.
- 14.4 We can make any change to the terms of this agreement or the additional terms that apply to a particular account or service (such as our interest rates, charges or our overdraft terms):
- (a) to respond proportionately and reasonably to a change or changes in "regulatory requirements" (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); or
  - (b) to make improvements which are of benefit to you.
- 14.5 In addition, we can make any change to interest rates which do not track a reference interest rate ("managed rates") or charges for the following reasons:
- (a) where a change in interest rates is favourable to you;
  - (b) to respond proportionately and reasonably to actual or reasonably expected changes to the costs of running our accounts, including changes in our funding costs (for example, changes to the Bank of England base rate); or
  - (c) for another valid reason not stated in this condition, as long as you are free to close your account without charge.
- 14.6 We can also make any other changes to the terms of this agreement or the additional terms that apply to a particular account or service (including the interest rate or charges or the margin on a tracker account) or can introduce new charges as long as we give you sufficient advance personal notice.
- 14.7 The amount of notice we will give you is different for different accounts or services and is set out in more detail below.
- 14.8 We can make changes to the benefits included in a benefits package from time to time. Further details are set out under "Changes to benefits packages" on page 16.

### Changes without advance notice

- 14.9 We do not need to tell you in advance about changes that are favourable to you:
- (a) to interest rates; or
  - (b) to other terms relating to overdrafts or "restricted savings accounts"
- but we will tell you about such changes within 30 days either by telling you personally or by publishing it.
- \*(A "restricted savings account" is any Cash ISA, fixed term deposit, and other savings accounts with limited payment capability. The additional conditions for an account will tell you if it is a restricted savings account.)

- 14.10 If you have a restricted savings account, we can change a managed rate on that account without advance personal notice if the change is not material and is for one of the reasons set out above. If we do this we will publish the details of the change as soon as reasonably possible.

### Changes to tracker rates and exchange rates

- 14.11 Rates on "tracker accounts" change automatically. A "tracker account" is an account where the interest rate tracks a "reference interest rate". This is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England base rate is an example of a reference interest rate. We will tell you in the additional conditions covering a tracker account when we will apply the new rate after the reference interest rate has changed.
- 14.12 A "reference exchange rate" is a rate for converting one currency into another. It will either be one of our 'standard exchange rates' or will come from a publicly available source (such as a rate set by a card association). We can change our standard exchange rates at any time. Reference exchange rates that we do not set change automatically.
- 14.13 You can find out about changes to rates on tracker accounts in our branches, on our website or through Telephone Banking and about changes to reference exchange rates in our branches and through Telephone Banking on the day of the change. We will tell you where you can find the current rate when we tell you the tracker rate or reference exchange rate that applies.

### Giving notice of changes

- 14.14 Unless we can make a change without giving you advance notice (see "Changes without advance notice," above) we will give you advance notice of each change and you can end this agreement or close or switch your account to another account we offer without charge within the periods set out below (in fact you are free to close or switch most of our accounts at any time anyway). If you do not do so, we are entitled to assume that you have accepted the change on the date the change comes into force.
- 14.15 If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- 14.16 The notice we give you and the time you have to close your account depends on the type of account or service, as follows:
- (a) Overdrafts – we will give you at least 30 days' notice of the change. You can close the account without charge during that period.
  - (b) Restricted Savings Accounts (interest rate changes) – we will give you at least 14 days' notice of the change. You can close the account without charge for 30 days following receipt of our notice.

- (c) Restricted Savings Accounts (other changes) – we will give you at least 30 days' notice of the change. You can close the account without charge for 60 days following receipt of our notice.
- (d) Other accounts and services – we will give you at least 2 months' notice of the change. You can close the account without charge during that period.

#### Publishing or notifying you of changes

- 14.17 Where we give you personal notice, we will tell you about the change by letter or electronically, in statement messages or inserts or in any other way which is sent to you individually.
- 14.18 When we say we will publish a change, we will make details of the change available in our branches, on our website and through Telephone Banking either by the time of making the change or within 3 days after it. We may also publish notices in national newspapers.
- 14.19 If we can choose how we notify you about a change, for example by telling you personally or publishing, we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements.

#### Changes to benefits packages

- 14.20 If you have an account with a benefits package, we will keep the benefits included in the package under review and we may:
- (a) make changes:
    - (i) to the terms on which we provide the benefits package, the benefits included in the package and to the providers of those benefits; and
    - (ii) with the agreement of each provider, to the terms on which it provides the benefit, such as changes to the terms of an individual policy or service; and
  - (b) withdraw a benefits package from the account. We will tell you about these changes at least 30 days before we make the change or withdraw the package as long as you are free to end the agreement without charge or, if there would be a charge, we agree to waive it.
- 14.21 You can ask us at any time to change you to an account with a different benefits package (if you are eligible for it) or to change your account to a standard account without a benefits package. If you do this, different account fees may apply.
- 14.22 We may change you to an account with a different benefits package with lower regular fees or to a standard account with no fees if:
- (a) You do not pay your regular account fees twice in a row (or use an Unplanned Overdraft to do so);
  - (b) You stop being eligible for your existing account in any other way;
  - (c) You have complained about your account and we agree that it may not be suitable for you;

- (d) You hold more than one of our added value accounts;
- (e) You are no longer resident in the United Kingdom. We will give you at least 2 months' notice before changing your account to a different one.

## 15. General liability

### 15.1 If we break this agreement:

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

### 15.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:

- (a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- (b) that you have been grossly negligent with your card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.

If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.

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

## 16. Using money between accounts (set-off)

- 16.1 If any money you owe us (for example on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 16.2 If we do use any money we owe you to reduce or repay what you owe us, we will do so in accordance with any Code of Practice that applies to us (including any notice periods), or as directed by our regulator or similar body. For example, this means that we will only use money in your account to repay or reduce another debt if we think that you will still have enough money to meet essential living expenses.

16.3 We can use our set-off right, where you have accounts which 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

16.4 We can use money you have in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

16.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

16.6 If we decide to pay you money to settle a complaint you make against us or to provide compensation in relation to products covered by this agreement, we may apply this money against any amount you owe us in relation to products covered by this agreement (such as an overdraft). We will tell you before we do this and will only do so in accordance with any Code of Practice that applies to us.

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

17.1 This agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account or service, the amount you pay will be limited to the period we provide that account or service.

17.2 You may end this agreement, or an account or other service under it, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. You will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within 6 months of opening it.

17.3 We may end this agreement (or any account or service under it):

- (a) by writing to you and giving you 2 months' notice; or

(b) immediately if:

- (i) you are, or we reasonably consider you may be:

1. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
2. acting fraudulently;
3. behaving improperly (for example, in a threatening or abusive manner); or

- (ii) we reasonably consider that by continuing the agreement:

1. we may break a legal requirement or a court order or other authority;
2. we may be exposed to action from any government or regulator; or

- (iii) you have seriously or persistently broken this agreement in any other way.

17.4 We may close or suspend an account or stop providing a service:

- (a) if you are not eligible (or no longer eligible) for that account or service; or
- (b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account or service at any time but we may need to check your identity before we do so.

17.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). Further details can be found at the end of this leaflet.

17.6 If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.

17.7 When you or we end this agreement, any benefit, service or account we provide under it will end and you must on our request:

- (a) repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;
- (b) pay any charges and interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the agreement is cancelled); and
- (c) return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before sending them).

If you or we end a service (but not the whole agreement), you must take these steps as they apply to that service alone.

- 17.8 When your account is closed, you are responsible for cancelling any direct payments (such as direct debits, standing orders and regular card payments) 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.
- 17.9 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 17.10 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 17.7 or, if you have broken this agreement, any loss of ours as a result.
- 17.11 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.
- 17.12 After this agreement ends, we will keep our rights to use money between accounts under condition 16 and any rights we have under general law. We may continue to hold and use your personal data but only to the extent it is necessary to do so as set out in our privacy statement referred to in the section at the end of these terms and conditions headed "Important information about your personal information".
- 18. Transferring rights and obligations**
- 18.1 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.
- 19. Not enforcing this agreement**
- 19.1 We may not always strictly enforce our rights under this agreement, for example we may allow you more time to pay what you owe. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.
- 20. Law applying to this agreement**
- 20.1 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 20.2 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.
- 21. If you have a complaint**
- 21.1 If you feel that we have not met your expectations in any way, please let us know. We want to resolve this with you as quickly as possible. We have a 3 step procedure, which you can use to voice your concerns.
- 21.2 Step 1 – Let your usual point of contact know**
- Inform us of your complaint and how you think it could be resolved by calling into any branch, calling us on **03459 758 758 (+44 (0) 20 3284 1575** from overseas), 24 hours a day, seven days a week, textphone on **0345 835 3843**, or contacting your Relationship Manager or Business Manager, if you have one.
- We will do all we can to resolve your complaint by the end of the next business day. If we cannot do this, we will write to you within 5 working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.
- 21.3 Step 2 – Follow up**
- To follow up your complaint with Customer Service Recovery you can ask the person you raised your complaint with to refer the matter to them or write to TSB Customer Services, PO Box 1, BX4 7SB.
- 21.4 Step 3 – Financial Ombudsman Service**
- If we have not issued our "final response" within 8 weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help. Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: **0800 023 4567/0300 123 9123** or visit **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

## 22. Tax reporting and withholding for customers who are subject to the tax regime of certain other countries (including the US)

- 22.1 We may be required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us, including information about your accounts:
- (a) to the tax authorities in the UK, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
  - (b) directly to the tax authorities in other countries (such as the US) where we reasonably think or are required to presume you are subject to tax.
- 22.2 Where we are required to report information about you and/or your relationship with us, including information about your accounts, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance or value, your name, address, country of residence and social security number or taxpayer identification number. In addition, we may need you to provide us with further information, documents or certifications about your identity, tax residence, nationality and status.
- 22.3 If we are required to report information about your accounts, you agree that:
- (a) you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to comply with our obligations;
  - (b) if you do not provide us with information or documents we need, we may (i) apply a withholding tax to amounts, including interest, we pay to you; or (ii) close your account; or (iii) transfer the account to an affiliate in another jurisdiction; and
  - (c) we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition, unless that loss is caused by our gross negligence, wilful default or fraud.

## How we are regulated

- We lend money and offer savings, insurance and other financial services to our customers.
  - We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 191240.
  - We are also a member of the British Bankers' Association. Please see [www.bba.org.uk](http://www.bba.org.uk) to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk) or call the FCA on **0800 111 6768**.
- Our company details
  - TSB Bank plc (company number SC095237) is a company registered with the Registrar of Companies for Scotland. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH.
  - 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**.

## Important information about compensation arrangements

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

In respect of deposits, an eligible depositor is entitled to claim up to £75,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £75,000 each (making a total of £150,000). The £75,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on **020 7741 4100** or **0800 678 1100**. Please note *only* compensation related queries should be directed to the FSCS.

Deposits with us are held with TSB Bank plc. Accounts with TSB Bank plc include accounts in all its divisions and under trading names TSB and TSB Business. An eligible depositor's £75,000 limit relates to the **combined** amount in all accounts with TSB Bank plc.

- We are regulated by the Office of Communications ("Ofcom"). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org](http://www.ofcom.org) UK telephone **020 7981 3040**, fax **020 7981 3333** or textphone **020 7981 3043**.
- We follow advertising codes regulated by the Advertising Standards Authority ("ASA").
  - If you would like to complain to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk)
  - If you would like to find out more about the advertising codes or the ASA, please see [www.asa.org.uk](http://www.asa.org.uk) call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk) fax them on **020 7242 3696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

We participate in the Unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

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

If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

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

## Other information

- We will communicate with you in English.
- Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
- For more information visit us at [tsb.co.uk](http://tsb.co.uk) or go to any TSB branch.
- We will keep a copy of this agreement, which will be available from our website or on request.

## Important information about your personal information

**This information is not part of your Personal Banking Terms and Conditions.**

### Personal data and TSB Bank plc

Your information will be held by TSB Bank plc.

Your personal information may be shared within our group of companies so that we and other companies in our group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

Our group includes us, our holding company and any subsidiary of us or our holding company from time to time. More information on our group can be found at [tsb.co.uk/privacy](http://tsb.co.uk/privacy)

We will share your personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at [tsb.co.uk/privacy](http://tsb.co.uk/privacy) or contacting your local branch.

We may obtain information about you from credit reference agencies, fraud prevention agencies, and records in our group to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. This may affect your ability to obtain credit elsewhere in the future. We may also use credit scoring.

When you opened your account(s), your application may have been assessed using credit reference agency records relating to you and anyone with whom you have a joint account or similar financial association. If a joint application has been made and such a link did not already exist then one may have been created. These links will remain until you successfully apply for a "notice of disassociation" at the credit reference agencies.

If you provided information on behalf of a joint applicant we understand you had their permission to do so and they have agreed that we are authorised to search, link and record information about them at credit reference agencies.

We may ask you to provide physical forms of identity verification when you open your account(s). Alternatively, we may search credit reference agency files in assessing your application(s). The agency also gives us other details and information from the Electoral Register to verify your identity. The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.

We may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you. If you do not wish to receive this information please let us know.

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at [tsb.co.uk/privacy](https://tsb.co.uk/privacy) or you can ask us for a copy. Please let us know if you have any questions about the use of your personal information.

## Other ways we can help...

For everything from current accounts and loans to mortgages, savings and credit cards, we're here to help. Just go online, ask a member of our team or pick up a brochure in branch.

**Call** 03459 758 758  
**Click** [tsb.co.uk](http://tsb.co.uk)  
**Visit** Drop into your local branch

If you'd like this in another format, such as large print, Braille or audio please ask in branch.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) or Textphone on **0345 835 3843** (lines are open 24 hours a day, seven days a week).

Calls may be monitored or recorded. If you need to call us from abroad or prefer not to use our **0345** number, you can also call us on **0203 284 1575**. Not all Telephone Banking services are available 24 hours a day, seven days a week. Please speak to an advisor for more information.

TSB Bank plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland No. SC95237. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 191240. We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

TSB Bank plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Information correct as at November 2015.

**Local banking  
for Britain**

