

# Business Banking General Terms and Conditions and Important Information

Current accounts and savings accounts

Effective from 31 July 2023

# What's inside?

Thank you for choosing Santander.

This document is split into 4 parts. It sets out the terms of your agreement and important information you need to know about our relationship and how your account will be operated.

Part

## **General Terms and Conditions**

**1**

These are the terms and conditions (including fees) which apply to all current and savings accounts. This part covers important information you should know to manage your account.

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## **Important information about your account**

**2**

This part includes important information about the compensation arrangements which apply if we fail and cannot repay you and what happens if your account becomes dormant.

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## **Switching your current account**

**3**

You can switch your current account to us at any time. This part covers how this works and the switching agreement you'll need to sign up to if you do this.

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## **Data Protection Statement**

**4**

This sets out everything you need to know about how we use your personal information.

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# Part 1 – General Terms and Conditions

## Section A – Your agreement

### 1. Setting the scene

#### What does this agreement cover?

By opening a current account or savings account, you enter into an agreement with us, Santander UK plc. This document sets out 'general terms' which apply to each account you open with us.

#### Who do we mean by 'you'? What can an 'authorised person' do?

'You' generally means the business entity (whether a sole trader, partnership, company, limited liability partnership or unincorporated body) that has their name on the account.

When you apply, we'll ask for details of the people who run your business (for example, the directors or partners of the business). These will be your 'account administrators'. You may also appoint other individuals at any time to operate the account for you.

All of these people will be 'authorised persons'. They'll have their own personal security details and will be able to access the account and give instructions for you (for example, in branch or using Telephone or Online Banking). We'll act on any instructions we receive from an authorised person. This includes any payment instructions – which means one authorised person may withdraw the entire balance of an account.

If you choose to have a debit card on your account, we'll provide a card to each authorised person and set up personal security details. Each authorised person will be able to make payments in this way.

You'll be responsible for all the things an authorised person does on the account so you should make sure they comply with these terms.

In these terms, where we say 'you' this means the account holder and any authorised person, unless it's clear from the context that we only mean the account holder.

#### Do other terms and conditions apply?

As well as these terms, each account has separate conditions called 'specific conditions'. These are contained in the Key Facts Document for your account and are part of your agreement.

These cover things like:

- how you qualify for the account.
- the interest rate.
- the fees.
- restrictions on the types of payment you can make.

If any specific condition conflicts with a general term, the specific condition will apply.

We'll also give additional terms when you ask us for a product or service. For example, we'll give you terms when you apply for an overdraft or sign up for online banking. You'll need to agree to these before you can use the service.

As well as your terms, we'll also give you other information about your account and how to operate it. We'll do this in the Key Facts Document or in other documents we give you when you open your account. This information does not form part of our agreement.

You can ask us for a copy of these documents at any time. They're also available on our website.

#### What your accounts can be used for

All accounts are for business use only. You may not use an account for personal use.

## Do you qualify for an account with us?

For all accounts your address must be in the UK. You must also meet any other requirements for a particular account, which you can find in the Key Facts Document for that account.

From time to time, we may also check if you still meet those requirements and may ask you for information to help us do this.

If you are a financial institution which is an RFI (as explained below), we may not be able to provide you with an account, or with certain services. You must tell us as soon as you can if you are, become or intend to become an RFI.

### What is an RFI?

RFI means a financial institution which meets the definition of a Relevant Financial Institution as set out in Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

There are rules which apply to us in relation to the services we are able to provide to RFIs.

## When we'll ask you for information

You must also give us any other information we reasonably ask for. This might include, for example, information we or other members of our group need for the following reasons:

- to comply with a law or regulation which applies to us or them or to reduce the risk of crime (such as money laundering, fraud, bribery, corruption, sanctions or terrorism finance)
- to keep our records up-to-date
- to confirm a payment or activity on your account
- to keep your account secure if we have concerns about a payment or activity on your account
- to confirm where money in your account has come from
- for tax purposes
- to allow us to deal with a complaint you have made.

## Information you must tell us about your business

You must let us know immediately if, for any reason, there are any changes to the people who run your business or your authorised persons or your business is dissolved. For example, you should let us know about changes to any of the following:

- the registered address of your business
- your directors or officers, if you're a company or limited liability partnership
- your partners, if you're a partnership, or
- your trustees, if you're a trust.

If a person stops being part of the business or the business is formally closed down (you might know this as 'dissolution', or your business becoming 'dissolved'), you should stop using the account immediately.

## Section B – Using your account

There are lots of ways you can access your account. For example, using Online or Mobile Banking, in branch or over the phone. You can also use cash machines and some Post Offices to do certain things (like pay money in, take it out or check your account balance).

Apart from branch, you can generally use all of these ways unless we say differently in these terms or the specific conditions.

### 2. Paying money in

You can pay money into your account in cash, electronically or by cheque. Here we explain how you can do that, when you can use the money and when it counts for interest and overdraft charges.

Some payments take longer to process than others. We'll update your account balance as quickly as we can but you may not be able to use all of the money we receive until we have finished processing each payment.

#### When do we calculate interest?

We work out the interest we'll pay you and, if you have an overdraft, any interest or fees you need to pay us on the state of your account at the end of each day. We usually do this after 8pm.

This means if you pay money into your account electronically after then, you'll be able to use it immediately but it won't earn interest (or reduce any overdraft interest) until the next day. If you use an overdraft you should pay money in before then to reduce the interest and fees you will owe.

How you pay the money in	When you can use it	When you will earn interest or stop paying overdraft interest or fees
<b>Cash (in pounds sterling)</b>		
Over the counter in branch By card at a UK Post Office At one of our cash machines that accept payments in	Immediately	From the day you pay it in
At one of our drop boxes	After we have counted the money. This will be no later than the end of the working day after you pay it in.	The working day after you pay it in

#### Remember

- You can't pay cash in a foreign currency into your account.
- Only you (or one of your authorised persons) can pay cash into your account, no one else.
- You can only pay cash in at a branch for specific accounts – check your Key Facts Document to see if there is a restriction on this for your account.
- Limits apply to the amount of cash that you can deposit through Post Offices. Please check our website and with your local Post Office for specific limits.
- Contact us if you need more stationery to pay money in.

#### Electronically

In pounds sterling	Immediately after we receive the money	From the day we receive it
In foreign currency	After we convert the money into pounds sterling using our exchange rate at the time we receive the money	From the day we have converted the money

#### Remember

- If you receive money from outside the UK or from within the UK in a foreign currency, the bank of the person who sent it may have used other banks to send the payment to us. Those banks' charges may have been taken from the amount of the payment and so you may receive less than you expect.
- You can receive payments in most, but not all, currencies. Ask us if you want to know which currencies we accept.
- If you have a savings account, we won't accept wage or salary payments into the account.

Sometimes we may receive an electronic payment which we know is for you but without all of your account details. If this happens, we may pay the money into any of your accounts. If we reasonably believe the payment was intended for a particular account, we'll pay it into that account. Otherwise, we'll pay it into the account we think is most appropriate in your situation.

### What is a working day?

Any day other than a Saturday, a Sunday or an English public holiday. Where we make payments in or out of your account, the length of the working day will depend on our cut-off times for each type of payment and how you ask us to do this. If you use a branch, the working day will be the branch's opening hours.

Some payment types can only be made Monday to Friday (other than public holidays). But others, such as internal transfers or Faster Payments, can be made on any day.

### Making deposits in cash

You mustn't deposit more than 6% of your annual turnover in coin in any one year. We also may not accept individual deposits in coin of more than £250. If you exceed our deposit limits, we may change the charges that apply to your account, or offer you a different account type.

We won't be liable for any losses you suffer if you send us cash by any method not set out in the table above.

### Card payments

You won't generally receive money by card. But you may do so if an organisation you pay gives you a refund for a payment. For example, this might happen if you return a purchase to a shop. If this happens, we'll pay the money into your account immediately after we receive it.

### Cheques in pounds sterling

Cheques in pounds sterling go through a 'clearing cycle'. This is where we collect and process the payment from the bank of the person who wrote the cheque. This process affects when:

- the money will show in your account and earn interest,
- you can use it, and
- you can be sure the money is yours and the paying bank can't ask for the money back.

A cheque will 'bounce' if the bank of the person who wrote it returns it to us unpaid. If this happens, we'll tell you about this and take the money out of your account. Usually, this will only happen during the timings below. But, if we discover you've been fraudulent, we'll do this at any time.

We process cheques electronically using a scanned digital image of the cheque, and not a paper version. The table below shows how long this process takes.

The day you pay the cheque in or it reaches our processing centre if you send it by post or pay it in at a Post Office	When you'll earn interest and can use the money and take it out	When you can be sure the money is yours and won't be taken out
<b>Working day</b>	From the next working day	At the end of the next working day after you pay it in
<b>For example, on Wednesday</b>	From Thursday	After the end of Thursday
<b>Non-working day</b>	From 2 working days	At the end of 2 working days after you pay it in
<b>For example, on Saturday</b>	From Tuesday	After the end of Tuesday
<b>Remember</b>		
<ul style="list-style-type: none"> <li>◦ You can only pay in cheques which are made out to you.</li> <li>◦ We may not pay in a cheque which is over 6 months old.</li> <li>◦ You can only pay in cheques at a branch for specific accounts – check your Key Facts Document to see if this service is available on your account.</li> </ul>		



## Cheques in foreign currency (or pounds sterling from a bank outside the UK)

We can't process cheques from all countries or in all foreign currencies. Check our website or ask us if you want details of the countries and currencies we accept.

If you send us a cheque we can't process, we'll tell you and return the cheque to you. If we can, we'll either collect or negotiate the cheque – we explain more below. What we do depends on the value and currency of the cheque and where the bank of the person who wrote it is.

### Negotiate

This is usually the faster method for processing a foreign currency or overseas cheque and we'll use this where we can. We'll pay the money into your account after we receive it. This'll normally be within 6 working days.

### Collect

We'll send the cheque to the bank it's from and ask them to pay it. We may need to use other banks to do this. We'll pay the money into your account after we receive it. This usually takes 2 - 8 weeks, but it can be more or less. This depends on the bank the cheque's from and the banks we use.

### Remember

- To pay in a foreign currency cheque, you'll need to send it to us. We'll also need details of the account you want us to pay the cheque into. You can write them on the back of the cheque.
- You'll need to sign the back of the cheque.
- If you're a company and the cheque is in euro, you'll also need to add a company stamp or company name on the back of the cheque.

We'll convert the money we receive into pounds sterling using our exchange rate on the date we receive the money.

You'll be responsible for paying our charges and the charges of any foreign bank we use (even if the cheque bounces). We won't process a foreign currency cheque if you don't have enough money available to pay these charges. If the cheque is paid, the foreign bank will take its charges before the money is paid into your account.

If we find there has been fraud with the cheque, or it bounces, the foreign bank may return the cheque or ask for the money back. If the cheque is fraudulent, this could be up to 7 years after we make the payment. If this happens, we'll take enough money from your account to cover the amount of the cheque and any charges in the foreign currency. We'll tell you the amount of the charges as soon as possible after we do this. We'll use the exchange rate which applies on the date we do this. If the cheque had been paid and the exchange rate has changed, this will be a different amount to the amount you originally received.

### 3. Taking money out

#### The types of payment you can make

There are lots of ways you can make payments from your account. Unless we tell you otherwise here, in your account's specific conditions or when you apply, you can do this in any of the ways set out in the table below.

You can't make payments by card, cheque or Direct Debit if you have a savings account. If you have a current account, you can ask us for a card or chequebook at any time. We may replace your card from time to time, for example if it expires. If we do this, we may replace it with a different type of card but we'll tell you how it is different.

You'll stop earning interest on the amount of a payment (and, if your account is overdrawn, may start paying overdraft interest or fees) from the day we take the money from your account.

Payment type	What you need to know about this
Cash withdrawals	<p>You can do these from any of our branches, a Post Office branch or at a cash machine if you have a debit card or cash card. We'll take the money from your account immediately when you ask for the money in branch or at a Post Office.</p> <p>There are daily limits which apply to this. You can find these on our website. We'll also tell you about them if your payment exceeds a limit.</p>
Debit card payments	<p>You can make these with any business that accepts card payments, such as in a shop or with a retailer online. You can also set up regular card payments.</p> <p>You mustn't use your card to obtain 'cash back' from a retailer.</p> <p>We'll only take a payment from your account once we receive details about the payment from Visa or MasterCard. There may be a delay between when this happens and when you used your card. We'll reduce the amount of money available in your account for other payments to reflect this.</p>
Cheque	<p>We'll make a payment to the person you name on the cheque. We'll do this when that person's bank asks us to pay them.</p> <p>Don't write a future date on a cheque. We'll pay it when the other person's bank asks for the money, even if that is before the future date. If we receive a cheque which is more than 6 months old, we may pay it, but we won't always.</p> <p>You can only write cheques in pounds sterling.</p>
Foreign currency cheque	<p>This is a type of cheque we write for you in a foreign currency. We can only do this for certain currencies. If you need one, call or write to us.</p> <p>You'll need to give us the name of the person you're paying and the currency you want to pay them in. We'll take the amount you want to pay from your account using our exchange rate on the date we prepare the cheque. We'll then send it to you in the post.</p> <p>If the cheque isn't used within 6 months, we may cancel it.</p>
Banker's draft Counter cheque	<p>These are types of cheque we write for you in pounds sterling.</p> <p>If you need one, call or write to us.</p> <p>You'll need to give us the name of the person you're paying. We'll take the money from your account immediately. We'll then send the draft or cheque to you in the post.</p> <p>If we receive your request before 1pm on a working day, we'll post it the same day. If it's after that time, we'll process it the next working day.</p>
<b>Electronic payments</b>	
Internal transfer	<p>This is a payment you can make in pounds sterling to another account with us.</p>
Faster Payment	<p>This is a payment you make in pounds sterling to another account within the UK using the Faster Payments system.</p> <p>There are limits on the size of the payment you can make. You can find details about these on our website. We'll also tell you about them if your payment exceeds a limit. If this means we can't send a payment in this way, we'll send it by CHAPS if you want us to.</p>

Payment type	What you need to know about this
CHAPS	This is a same-day payment in pounds sterling you can make to another account within the UK. This is done through the Clearing House Automated Payments System. There is a charge for this type of payment.
Foreign currency payment	This is a payment to another account inside or outside the UK in a currency other than pounds sterling.
International payment	This is a payment to another account outside the UK in pounds sterling or another currency.
Standing order	This is a regular payment to another account that you can set up from your account. You can also make one-off payments on a future date. You need to set these up before the end of the working day before you want to make the payment. We'll make the payment on the day you ask us to.
Direct Debit	This is where you ask another organisation to take money from your account regularly. For example, to pay a bill. We'll make the payment on the day the organisation asks us to.

## The information we'll need to make a payment

To make an electronic payment other than a Direct Debit from your account, you'll need to give us the name of the person you want to pay and their account details.

We may also ask you for other information, such as the person's address. If you're a trust, you may need to provide us with documentation so we can confirm the identity of any beneficiary that is to be paid from the account.

We'll let you know when you make the payment if we need anything else.

### What are the account details?

This will be the account number and sort code for payments in pounds sterling in the UK. For foreign currency or international payments, this will be the equivalent details.

### Remember

- We'll make the payment using the details you give us so you need to check they are correct.
- For some payments within the UK, we'll ask the receiving bank to check if the name of the person you're paying matches the account details you give us. We'll share the result of that check with you and ask you to confirm the payment.
- Look at the result carefully – it's there to help you avoid scams or mistaken payments. If you go ahead, we'll assume the account details are correct.

You agree that we may use your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services to you but may still use your data where we have a lawful reason to do so. For example, this may be because we need to retain records to meet our legal obligations.

You confirm that any instruction you or an authorised person give to us is permitted by, and properly authorised under your constitutional documents. You acknowledge that we won't check those documents.

## Our cut-off times for making electronic payments and how long they take

The table below sets out our cut-off times for making payments and how long it will usually take for the person you're paying to receive the money. It may take longer if we delay acting on the payment for reasons set out in the 'Keeping you and us safe' section below.

The 'cut-off time' is the latest time you can ask us to make a payment on a day. If you ask us after the cut-off time, we won't start processing the payment until the next working day. The timings in the table below will then start from that day.

If we receive your request on a working day before the cut-off time, we'll make the payment that day unless you ask us to make it on a date in the future. If you ask us to make a payment in the future on a day which is not a working day, we'll make the payment on the next working day after that.

Payment type	Cut-off time		When the person you're paying will usually receive the money
	Phone	Online	
<b>Payments within the UK in pounds sterling</b>			
Faster Payment	Opening hours	Any time	Immediately
Internal transfer	5pm	Any time	Immediately in most cases Next working day if we process the transfer through an external clearing system
CHAPS	1pm	3pm	Same working day
<b>Foreign currency payments and international payments</b>			
<b>In pounds sterling to accounts...</b>			
outside the UK within EEA	1pm	3pm	Same working day
outside the UK and EEA	1pm	3pm	Up to 4 working days (this will depend on the destination of the payment)
<b>In euro to accounts...</b>			
inside the UK or EEA	11.30am (1pm for payments to accounts at some banks)	11.30am	Same working day
outside the EEA			Up to 4 working days (this will depend on the destination of the payment)
within SEPA	1pm	2.30pm	Next working day
<b>In US dollars to accounts...</b>			
inside the UK or to the USA	1pm	3pm	Same working day
outside the UK or the USA			Up to 4 working days (this will depend on the destination of the payment)
<b>In any currency other than pounds sterling, euro or US dollars to accounts...</b>			
inside or outside the UK	1pm	3pm	Up to 4 working days (but this will depend on the currency or destination of the payment)
<b>Remember</b>			
<ul style="list-style-type: none"> <li>◦ We may do security and other checks on payments to make sure we can make them. We'll usually complete these on the date you ask us to make a payment but some may take longer. If this happens, we won't make a payment until we have completed our checks.</li> <li>◦ You can make foreign currency and international payments in lots of currencies and to most places, but not every currency or place is covered. Ask us if you want to know which payments we can do.</li> </ul>			

<p><b>What is the EEA?</b></p> <p>This is the European Economic Area.</p> <p>It covers all the countries of the European Union plus Iceland, Norway and Liechtenstein.</p>	<p><b>What is SEPA?</b></p> <p>This is the Single Euro Payments Area.</p> <p>It is made up of all the countries in the EEA as well as the UK, the British Crown Dependencies of Guernsey, Jersey, Isle of Man, Andorra, French collectives of Mayotte and Saint-Pierre-et-Miquelon, Monaco, San Marino, Switzerland and Vatican City State/Holy See.</p>
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## Making foreign currency and international payments

If you want to make a foreign currency payment, we'll convert the amount in pounds sterling into the foreign currency you want to send using our exchange rate on the date we make the payment. We'll give you details of the current exchange rate (and our fees) when you ask us to make the payment. If you ask us to make a standing order or future payment the exchange rate we use on the day we make the payment may be different.

### **What are our exchange rates?**

We use our Santander reference exchange rates for each currency. We have different reference exchange rates depending on the amount of money you're exchanging and if you make or receive a payment.

You can find details of our exchange rates online, in branch or by calling us.

If you make a foreign currency or international payment, we'll send the money to the person you're paying in the currency you choose. If that person's account is in another currency, the bank receiving the money may convert it using their own exchange rate.

If you make an international payment or foreign currency payment in the UK, we'll use other banks to help us send the money to the person you're paying. Those banks may take their charges from the amount of the payment. We have no control over the amount of these charges. This means the person you're paying may receive less than the amount you send. These charges are in addition to any fees we charge you for making the payment. We won't take our fees from the money you send.

In some cases, you can choose to pay all the charges (or for the person you're paying to pay all the charges). We'll tell you about these options when you make the payment. If you choose to pay all the charges, we'll take them from your account immediately after we receive details from the other banks.

### **What happens if a foreign currency or international payment is returned**

We'll pay the amount we receive into your account. This may be less than the amount you originally sent because:

- If it's an international payment, any other banks who have helped to return the money back to us may take their charges from the amount of the payment.
- If it's a foreign currency payment, we'll convert the payment into pounds sterling using our exchange rate on the day we receive it. The exchange rate may have changed from when we sent the payment.

### **Making payments by card in a foreign currency**

If you make a payment in a foreign currency using your debit card, Visa or Mastercard will convert this into pounds sterling, not us. They will do this on the day they process the payment and use their own exchange rate. Check the logo on your card to see if this will be done by Visa or Mastercard.

You can find out their exchange rates on their websites. You can also call and we'll be happy to help you.

Exchange rates may change between the time you make the payment and when Visa or Mastercard process it.

#### **Remember**

- If you're paying for something in a foreign currency with your card, you may be asked to choose between paying in the foreign currency or pounds sterling.
- If you choose pounds sterling, the person you're paying (or their bank) will convert the money using their own exchange rate. They may also charge you a fee for this.
- It will often be cheaper to pay in the local currency, unless you know the exchange rate and any fees you'll be charged to pay in pounds sterling will be better than the rate that Visa or Mastercard would charge.

### **Foreign currency cheques**

After we give you a foreign currency cheque, you're responsible for delivering it to the person you want to pay.

If you decide not to make a payment, you lose the cheque or it is stolen, let us know. We'll try to cancel it and arrange a refund. We may also do this if you don't use the cheque within 6 months.

If you lose the cheque or it is stolen, we may need you to confirm this, and give us evidence that it has been reported to the police. For some countries, we may not be able to cancel a cheque without the person you were paying confirming that they won't ask for the cheque to be paid.

We'll only give you a refund after the cheque is returned to us or the bank we used confirms that it hasn't been asked to pay the cheque.

If we give you a refund, then:

- We'll convert the amount of the cheque into the currency of your account using our exchange rate on the day we make the refund. The exchange rate may have changed from when we took the money from your account.
- You'll need to pay our fees for cancelling the cheque.

## Section C – Keeping you and us safe

### 4. Stopping payments

We know you might change your mind or need to stop a payment you have asked us to make. We'll do what we can to help you.

We can't stop any payments which are made immediately. This includes cash withdrawals, bankers' drafts, counter cheques, card payments and any same-day electronic payments. We can stop other payments if you tell us in branch or by phone by the following times:

Payment type	When can we stop it?
Standing orders Direct Debits Other electronic payments on a future date Regular card payments	Up to the end of the working day before the payment is made or card payment is requested
Cheque	Before the bank of the person you're paying starts to process it

You'll need to give us any information we ask for about the payment so that we can do this. For example, for a standing order or Direct Debit, we'll need the date and amount of the payment. For a standing order, we may also ask you for the account details of the person you were paying.

We may charge you a fee if you ask us to stop a payment from your account. Please see Our fees section below for details.

If you cancel a Direct Debit or regular card payment, you should also tell the person or organisation you were paying so that they don't try to take the payment.

### 5. When we may not make a payment for you

We'll make a payment for you if we can. But we may not do so in the situations below.

- You don't have enough available money in your account (including any available overdraft) to make the payment.
- You haven't given us the correct account details or other information we have requested, or the information shared isn't clear or we know it isn't correct.
- The type of payment you want us to make or the payment instrument you are using is not available to us or the person you want to pay or we have withdrawn it.
- It may cause us to break or not follow any law, regulation, court order, code or other duty that applies to us.
- We reasonably believe that:
  - The instruction has not come from you (or someone authorised to act for you).
  - Your account isn't secure or your security details or debit card details may have been used fraudulently or without your permission.
  - You won't be able to repay money you owe us because of a change in the way you use your account or in your financial circumstances.
  - We or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.
  - The payment may be connected to a scam, fraud or any other criminal activity (for example, because the payment is unusual or has features that suggest it may be connected to such activity or the account you're making the payment to has been connected to such activity).
  - Your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- We're acting reasonably to protect against or reduce the risk of scams, fraud or other criminal activity (for example, payments to or through a person, business or sort code where we have seen or are aware of high levels of such activity).
- We're acting in response to guidance issued by a regulator, government or law enforcement body.
- Someone else may have rights over the money in your account.

- You haven't acted in the way you agreed in these terms, either on more than one occasion or in a serious way. For example, if you don't provide us with information we've reasonably asked for on more than one occasion.

While we're checking that none of the situations above apply, we may delay a payment in reaching its destination. This may happen even if everything later turns out to be fine.

If we reasonably believe a payment may be connected to a scam or fraud, including an 'authorised push payment scam' where you're tricked into sending money to a fraudster's account, we may contact you and ask you to confirm the payment before we make it. We may also delay making the payment up to the processing limits set out in these terms so that you have some time to check it and cancel it if you need to. After you have checked the payment, if we still reasonably believe it is connected to a scam or fraud, we may still refuse to make it.

We may also apply payment and cash withdrawal limits to your instructions from time to time. For example, we may set limits for contactless payments on your debit card. We may also set limits on payments to certain accounts, sort codes or persons to protect you or us against fraud or prevent other criminal activity. Check our website or ask us if you want details of these limits. We may also apply other limits to protect your account – for security reasons we may not say what these are. We may refuse a payment if it is above any of these limits.

### **When we'll try to take a payment again?**

We usually take standing order and Direct Debit payments from your account at the beginning of the working day the payment is made. If you don't have enough money in your account at that time, we'll try to do this again later in the day. For a standing order, we may also try this again at the start of the next working day.

You'll have until we retry the payment to put enough money in your account to cover it.

#### **Remember**

We recommend you don't try to make the payment yourself until we've tried to do this. Otherwise, the payment may be made more than once.

### **What we'll do if we don't make a payment**

We'll tell you if we don't make a payment for you and the reason why unless we can't for legal or security reasons. How we tell you will depend on how you're making the payment. But we'll always do this in the way we think is most appropriate.

For example, if you're in branch or making a payment using Telephone or Online Banking, we'll usually tell you at the time. If you make a card payment, the retailer will usually tell you. If you make a future payment, we'll usually send you a text. If we can't pay a cheque, Direct Debit or standing order, we'll usually write to you.

We'll do this by the end of the working day after the working day you asked us to make the payment. If we can, we'll also tell you how to correct any errors that mean we haven't made the payment.

### **When we may not allow a payment into your account**

We may not allow payments into your account where it's reasonable for us to stop this happening. This may happen, for example, if we reasonably believe that:

- the payment is connected to a scam, fraud or any other criminal activity.
- your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- the payment may cause us to break or not follow any law, regulation, court order, code or other duty or mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

## **6. Checking it's you**

When you try to use our services (for example, to access your account or make a payment), we need to be sure it's you (or someone appointed to act for you) that is doing this. If we can't be sure, we'll refuse the request.

### **How we check it's you**

This depends on the information we receive or how you contact us. If you're in a branch, we may ask you to show us your ID. Otherwise, we'll assume we're dealing with you if your personal security details are used. We'll take this as your approval.

### **What are your personal security details?**

These are the security processes we set up with you and the credentials we give to you or that you choose. These include things like:

- Passwords, PINs, security codes and memorable information
- Your fingerprint, voice, face ID or other biometric information

In some cases, we may also ask you to confirm some personal information we have about you or your account to check it's you.

### **When will you use them?**

You'll use these details when you ask us to do things. This might happen when you:

- access your account and make a payment using Online Banking, Mobile Banking or Telephone Banking;
- make a payment by card or using a device storing your card details (such as a phone or e-wallet);
- ask us to make a payment by fax.

If you send us a payment instruction by fax, we may make further checks, but we don't have to. For example, if the payment is for a large amount, we may call you to confirm the payment is authentic or we may ask you to use extra personal security details.

### **What you need to do to keep your account secure**

It's important that you keep your card, chequebook (if you have one), and personal security details safe to prevent fraud and protect your account.

You must tell us as soon as possible if you lose your card (or any device it's stored on) or chequebook or either of them are stolen. You must also do this if you think your card or personal security details have been used without your permission or if someone else knows them. You can contact us in any of the ways mentioned in this agreement.

We'll immediately cancel your card, chequebook or personal security details to prevent misuse of your account.

### **Some ways you can keep your account and personal security details safe**

#### **What you and your authorised persons should do**

- Sign your card in permanent ink as soon as you receive it.
- Destroy securely copies of personal security details we send you or other account information you no longer need. For example, shred any letter we send you containing your PIN.
- Choose personal security details that aren't easy for others to guess. Make these different to other accounts you have.
- Set up your devices so that if you lose them no one else can access your personal security details or communications from us.
- Protect your personal security details when you use them. Try to ensure no one hears or sees them. We'll never ask for these in full. But, if you or your authorised persons make a payment over the phone, we may ask you to give us individual parts of your details (for example, the third digit) so we can confirm it's you.
- Change your personal security details if you think someone knows them. We may ask you do this if we're concerned about your account's security.
- Follow any instructions we give to you about protecting your account.
- Tell us if you want one of your employees to have access to your account. We can help you set them up as an authorised person.

#### **What you and your authorised persons shouldn't do**

- Don't share your personal security details with someone else, including your employees.
- Don't give your chequebook or card (or any device it's stored on) to someone else, including your employees.
- Don't record your personal security details so it's easy for someone else to find out what they are.

You can find more examples and guidance on our website.



## Remember

If you or your authorised persons have a card and don't want it anymore, let us know and we'll cancel it. You can then cut up your old card, through the chip, to protect your account.

## What we'll do to keep your account secure

We'll do what we reasonably can to protect your account. For example, we use systems to monitor unusual behaviour on your account and detect fraud. This might identify unusual spending patterns or payment requests we receive from an unusual location. This will only happen if we have information about your device and we won't use it for any other purpose.

The security procedures we apply may involve:

- limiting the amount that you can pay in or take out of your account; and
- ensuring you can only make withdrawals to one or more accounts we've previously agreed with you.

If we have a concern about a payment or the security of your account, we'll contact you. We may do this by phone, text or writing to you. If you don't want us to contact you in a certain way, let us know.

## Blocking access to your account

We can block or withdraw your cards, chequebooks or personal security details. We can also block your access to your account, including Online Banking, Mobile Banking and Telephone Banking. We may do this in the following situations, where we think it's reasonable.

- We have concerns about the security of your account.
- We suspect your account, card or services may be used in an unauthorised or fraudulent way. This may happen, for example, if there are too many unsuccessful attempts to login to Online Banking or use a PIN.
- There is a significantly increased risk you won't be able to repay any money you owe us.
- You haven't provided us with information that we've reasonably asked for.
- Allowing you to access your account might cause us to break or not follow any law, regulation, court order, code or other duty that applies to us. Or, allowing you to do this might mean we or another member of our group could face action or censure by a regulator, government, or law enforcement body in any jurisdiction.

If we do this, we'll usually tell you, and why, before we do so. If we can't tell you before, we'll tell you as soon as we reasonably can after. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate. We won't tell you if we can't for legal or security reasons.

We'll unblock your account and replace any cards or personal security details (if we need to) when the reason for the block ends.

## If you don't use Online or Mobile Banking for 12 months

We may block your access to your account through these services.

If we intend to do this, we'll let you know at least 2 months before we do.

## If you don't use your account at all

If you don't make any payments on your account for 1 year (if you have a current account) or 3 years (if you have a savings account) then we may treat your account as 'dormant'. This means we'll block access to your account and stop sending you statements, letters and cards to reduce the risk of fraud and financial crime.

You'll need to reactivate your account if you want to use it again. Contact us if you want to do this.

## 7. Using third party providers

You may want to use a third party provider with your account.

### What is a third party provider?

We refer to them here as a 'TPP'.

They provide services which let you see information about all your online payment accounts in one place. These could be accounts with us or other banks, building societies or credit card issuers. They can also provide services which let you make payments from these accounts.

They need to be authorised to provide these services.

### **What is an online payment account?**

An 'online' payment account is a payment account which you can access using the internet. This will include Online or Mobile Banking for accounts you have with us. Or any similar system for accounts you have with others.

Most accounts will be 'payment accounts' unless they have major restrictions on how you can pay money in or out. Examples include current accounts, credit cards and instant access savings accounts where money can be paid in or out with minimal restrictions.

If it is not a payment account, we call it a 'non-payment account'. Examples include fixed term bonds or accounts where you are charged a fee or lose interest if you make a withdrawal, such as a notice account.

If you do, you'll need to give the TPP your consent to access your account and provide their services. We'll then allow the TPP to access your account. We'll treat any payment instruction from a TPP as if it was from you.

It's important you check that any TPP you use is authorised by the Financial Conduct Authority. They should make this clear from the information they give you. You must not give your personal security details to a third party that isn't authorised. We'll assume it's you that's authorising us to let them access your account information and make payments. You'll then be responsible for any payments we make as a result.

### **When we'll block a TPP from accessing your account**

We'll do this if we have concerns the TPP doesn't have your consent or is acting fraudulently.

Before this happens, we'll usually tell you that we intend to do this and why. If we can't, we'll tell you immediately after we do this. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate.

We won't tell you if we can't for legal or security reasons.

We'll unblock your account and allow the TPP to access it again when the reason for the block ends. If you remove your consent for a TPP to access your account, we'll tell the TPP that you have done this.

## **8. If things go wrong**

### **What you should do**

You must let us know as soon as you can if there is a problem with a payment. This may affect how we'll refund any payments.

### **When we might give you a refund**

We may refund you for a payment from your account if you have any of the problems in the tables below. We won't refund you if you've been fraudulent.

What we'll do depends on the size of your turnover when you open your account. We may do different things depending if your turnover is £6.5 million or more, or less than £6.5 million when you open your account.

### **Why does it matter?**

The Payment Services Regulations 2017 require us to treat some small business customers in the same way as personal banking customers. For larger businesses we may agree that some regulations do not apply.

If your turnover is £6.5 million or more when you open your account, you agree that regulations 75, 77, 91 and 92 do not apply.

This means that what happens if there is an unauthorised payment, incorrect payment or late payment will be different than if your business has a turnover less than £6.5 million. Check the tables below to find out how it works.

We can give other banks that are involved (and the police) any information necessary to enable them to carry out their investigations.

If a payment is made into your account by mistake we can take certain steps to correct it. What we'll do depends on who made the mistake and the type of payment.

If we refund an unauthorised or incorrect payment, we'll restore your account to the position it would've been in if the payment hadn't been made. This means we'll refund the amount of the payment. We'll also pay you any interest or fees we've charged you for that payment, or any interest you would've earned. In all other situations where we give a refund, we'll refund you the amount of the payment.

## When we'll take back a refund

If we discover that you weren't entitled to a refund after we've given it to you, we may take the money out of your account.

## Unauthorised payments

Type of customer	<b>If your turnover is less than £6.5 million when you open your account</b>
What's happened?	A payment's made from your account that wasn't authorised by you, or someone allowed to make payments from your account.
Will we refund you?	It depends. If you didn't keep your card or personal security details safe as we told you to, either intentionally or very carelessly we won't refund you.  Unless you've been fraudulent, we'll always give a refund in the following situations. <ul style="list-style-type: none"><li>◦ You have yet to receive your card.</li><li>◦ We haven't provided a way for you to tell us about an unauthorised payment or any loss, theft or misuse of your card or personal security details</li><li>◦ The unauthorised payment is made when you buy something online or by phone.</li><li>◦ We were supposed to check that you had authorised the payment, but we didn't do so in the way legally required.</li></ul>
When must you tell us?	As soon as you can within 13 months of the payment.  If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the unauthorised payment we aren't required to give you a refund unless your account was overdrawn when the payment was made.
What we'll do next	We'll refund you the payment, before the end of the working day after you tell us, <b>unless</b> we know you've been very careless or we reasonably suspect you've been fraudulent. If we know or suspect this we may investigate it before making the refund. If you've been fraudulent or very careless, you'll be responsible for all payments until you tell us your card or personal security details have been lost, stolen or used without your approval.

## Incorrect payments

Type of customer	<b>If your turnover is less than £6.5 million when you open your account</b>
What's happened?	You gave us the right account details for the person you wanted to pay, but we sent the money to the wrong person or account.
Will we refund you?	Yes. We'll give you a refund, because it's our fault.
When must you tell us?	As soon as you can within 13 months of the payment.  If you tell us after 13 months, or you take an unreasonable amount of time to tell us after you've noticed the incorrect payment, we won't give you a refund.
What we'll do next	If you tell us in time, we'll give you a refund. We'll do this as soon as we can – this'll usually be before the end of the working day after you tell us.  We'll also try to trace the incorrect payment and notify you of the results if you ask us to.

## Late payments

Type of customer	<b>If your turnover is less than £6.5 million when you open your account</b>
What's happened?	We haven't made a payment when you wanted us to.
Will we refund you?	No. We'll go ahead with making the payment, just later than you wanted us to.
When must you tell us?	As soon as you can within 13 months of the mistake.  If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the mistake, we aren't required to give you a refund.
What we'll do next	We'll treat the payment as if it was made on time.  Let us know if you want us to speak to the other bank and ask them to treat the payment as if it was made on time.

## Unauthorised and incorrect payments

Type of customer	<b>If your turnover is £6.5 million or more when you open your account</b>
What's happened?	<p>A payment's been made from your account but you think it wasn't authorised by you or an authorised person.</p> <p>We have made a payment for you but you think we've sent the money to the wrong person or account.</p>
Will we refund you?	<p>You'll indemnify us on demand for:</p> <ul style="list-style-type: none"> <li>◦ any unauthorised or incorrect payments, unless we've been negligent in carrying out your instructions or we've acted fraudulently or with wilful default; and</li> <li>◦ any losses that arise as a result of your use of a TPP.</li> </ul> <p>This means we won't give you back any money for an unauthorised or incorrect payment:</p> <ul style="list-style-type: none"> <li>◦ if you have used a TPP and</li> <li>◦ in all other situations unless we've been negligent in carrying out your instructions or we've acted fraudulently or with wilful default.</li> </ul>
When must you tell us?	<p>As soon as you can within 13 months of the payment.</p> <p>If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the unauthorised or incorrect payment we aren't required to give you a refund.</p>
What we'll do next	<p>If we're responsible, we'll refund you the payment as soon as we can. This'll usually be before the end of the working day after you tell us.</p> <p>If a TPP is responsible, we'll do what we reasonably can to recover any loss from the TPP and we'll pass any losses we recover on to you. We'll only do this if you ask us to and you'll need to pay our costs.</p> <p>For an incorrect payment, we'll also try to trace the payment and notify you of the results if you ask us to. You'll need to pay our costs for this.</p>

## Late payments

Type of customer	<b>If your turnover is £6.5 million or more when you open your account</b>
What's happened?	We haven't made a payment when you wanted us to.
Will we refund you?	<p>No. We'll go ahead with making the payment, just later than you wanted us to.</p> <p>But, unless you have used a TPP, if we've been negligent in carrying out your instructions or we've acted fraudulently or with wilful default, we'll make sure the payment is treated as if it was made on time.</p> <p>In other cases, you'll indemnify us on demand for:</p> <ul style="list-style-type: none"> <li>◦ any late payments; and</li> <li>◦ any losses that arise as a result of your use of a TPP.</li> </ul>
When must you tell us?	<p>As soon as you can within 13 months of the mistake.</p> <p>If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the mistake, we won't treat the payment as if it was made on time.</p>
What we'll do next	<p>We'll treat the payment as if it was made on time.</p> <p>Let us know if you want us to speak to the other bank and ask them to treat the payment as if it was made on time.</p> <p>If a TPP is responsible, we'll do what we reasonably can to recover any loss from the TPP and we'll pass any losses we recover on to you. We'll only do this if you ask us to and you'll need to pay our costs.</p>

## You give us the wrong details

Type of customer	All customers
What's happened?	You gave us the wrong account details and we made the payment.
Will we refund you?	No.
When must you tell us?	There's no time limit.
What we'll do?	We'll try to recover the payment. We'll let you know if you need to cover our reasonable costs for doing this.  If we can't, you can try to recover the payment yourself. If you ask us to, we'll ask the receiving bank for details about the payment and share these with you.

## Payments made to a fraudster

Type of customer	All customers
What's happened?	Either of the following: <ul style="list-style-type: none"> <li>◦ You meant to send money to a particular person, but you were tricked into sending money to someone else.</li> <li>◦ You sent money to someone for what you believed was a genuine purpose, but it was actually fraudulent.</li> </ul>
Will we refund you?	It depends on whether you should've realised you were being tricked.  If we find you should've known you were being tricked into sending money to a fraudster you won't get a refund.
When must you tell us?	Whenever you discover it. There's no time limit.
What we'll do next	Once you've told us that you were tricked, we'll investigate whether you're entitled to a full or partial refund. When we do this, we'll look at everything that happened when the payment was made.  We'll usually let you know within 15 working days after the day you tell us. But we might take longer in exceptional circumstances.  If we decide you're entitled to a refund we'll give you this without delay.

## Debit card payments

Type of customer	All customers
What's happened?	You use your card to make a payment, but didn't agree the exact amount when you authorised the payment. This might happen, for example, if you use your card to pay for car hire or a hotel bill.  The amount you're charged is more than you reasonably expected, taking into account your previous spending and the circumstances of the payment.
Will we refund you?	We won't give you a refund in the following situations. <ul style="list-style-type: none"> <li>◦ If the reason the payment was more than you reasonably expected is because of a change in a foreign currency exchange rate.</li> <li>◦ If you approved the payment directly with us <b>and</b> at least four weeks before the payment was made, we or the retailer gave you (or made available) information about the payment.</li> </ul>
When must you tell us?	You must tell us within 8 weeks of making the payment.
What we'll do next	If you tell us in time, we'll investigate. We may ask you for more information about the payment and what happened.  We'll make the refund, or tell you why we won't make it, within 10 working days from the working day we receive your claim or any extra information we've asked for.

## Direct Debit payment

Type of customer	All customers
What's happened?	There's an error in the payment of your Direct Debit. For example, the payment is taken on the wrong date or the wrong amount is collected.  You can find further details of what to do if something goes wrong with a Direct Debit at <a href="https://directdebit.co.uk">directdebit.co.uk</a> .
Will we refund you?	In some situations, you're entitled to a full refund under the Direct Debit Guarantee.
When must you tell us?	There's no time limit.
What we'll do next	We'll make the refund immediately.

## What happens if you receive a payment by mistake?

Type of customer	All customers	
What's happened?	A payment is made into your account by mistake.	
Will we refund you?	No. You've not made a payment – you've received one.	
When must you tell us?	Tell us whenever you discover one. We'll also tell you if we think a payment was a mistake.	
What we'll do next	It depends on who made the mistake and the type of payment: <b>If the person who sent the payment (or their bank) has made a mistake</b>	
	<b>Payment type</b>	<b>What we'll do</b>
	CHAPS SEPA credit transfer	We won't take the money out of your account without your permission.  If you don't think the payment is a mistake, we'll let the sending bank know.
	Faster Payment BACS	If we reasonably believe the bank or sender who made the payment made a mistake, and they tell us in 2 months after they've made the payment, we might stop you from using the money. We can take it out of your account to return it to the bank who sent it.  We don't need your permission to do this.  If they tell us after 2 months we won't take the money out of your account without your permission.
	We may share all relevant information with the bank who sent the money so the sender can trace it.  In all other cases, we'll only take the money out of your account if you agree.  <b>If we've made a mistake</b>  Because we have incorrectly put the money into your account, we'll take the money back out of your account. We don't need your permission to do so.	

## What happens if you receive a fraudulent payment?

Type of customer	All customers
What's happened?	A payment is made into your account which we suspect is linked to fraud or other criminal activity.
Will we refund you?	No. You've not made a payment – you've received one.
What we'll do next	We can take the money out of your account. We won't ask your permission.

# Section D – Earning and borrowing money

## 9. Interest

We tell you the interest rate we'll pay on your account when you open it. Contact us or check our website if you want to know the current rate.

We work out the interest we'll pay or charge you on your account each day. This depends on the position of your account.

- If your account is 'in credit', we hold money for you and will pay you interest.
- If your account is 'overdrawn', you'll owe us money and we'll charge you interest on this.

### How we work out interest

When we calculate interest, we take the annual interest rate we tell you and divide it by the number of days in the year. We then apply this figure to the amount we hold or you owe us on your account each day.

### When we'll pay or take interest

This depends on whether we or you are paying interest.

- If we pay interest – we'll do this at least once a year. We'll usually do it on the anniversary of the day you opened your account. The specific conditions for your account will explain when and how frequently this happens for your account.
- If you pay interest – we'll take it from your account each month. If the date we usually take interest isn't a working day we'll take it on the next working day.

We'll usually take any interest or fees you owe us (for example, for payments you've made) from the same account the interest or fees relate to, unless we agree with you to take these from another account you hold with us.

### Income tax

We pay interest without taking off income tax. This is known as 'gross' and the interest rate we give you reflects this. If you're an individual, and the total interest you receive in a tax year is more than any Personal Savings Allowance that applies to you, you may have to pay tax on it. You'll need to do this directly with HMRC.

## 10. Borrowing money

If you have a current account, you may be able to borrow money on your account. This is called an 'overdraft'. We'll only give you an overdraft if we think you can afford it.

You can't have an overdraft on a savings account. You also must not open or keep an overdraft with us if you are or you become a financial institution which is an RFI (see Section 1 'Setting the Scene' for an explanation of this).

We offer two types of overdrafts.

### Arranged overdrafts

An arranged overdraft is one you ask for and we agree to give you before you need to use it. You can ask us for one at any time after you open an account.

If we agree, we'll confirm your limit and when the arranged overdraft will be available. You can ask us to consider giving you a higher or lower limit at any time.

### Unarranged overdrafts

An unarranged overdraft is one you don't ask us for in advance but we decide to give you when you try to make a payment. This may only happen if you don't have enough money in your current account or money available within your arranged overdraft to make the payment.

We may give you an unarranged overdraft in the following situations.

- So that you can make a specific payment or pay a fee.
- If we need to take money out of your account – for example, if we have to return a payment made to you.

If we do this, we'll lend you enough money to cover the amount of the payment you're making so that it goes through.

## Interest and fees

You can find details of the interest rates that apply to your overdraft, and any fees that we charge, in the Key Facts Document for your account.

If you owe us any overdraft interest or fees, we'll tell you about this in your monthly statement. We'll take these amounts from your account 15 days after the end of your monthly statement period.

## Repaying your overdraft

### What you should do

You should only use an overdraft to borrow money for a short period. Overdrafts are generally not suitable for long-term borrowing so you should pay off the amount you owe regularly.

You can repay your arranged or unarranged overdraft at any time. You must do this in full at least once a year. If your arranged overdraft is for a shorter period, then you must pay it off on or before that period expires.

If you have an arranged overdraft and your account is overdrawn, you must make payments into the account each month equivalent to at least 5% of the amount overdrawn.

If you want to cancel your overdraft, you can do this at any time but you'll need to repay all amounts you owe us (including any interest or fees).

### When we can change your arranged overdraft limit and ask you to repay the money

We can change your arranged overdraft limit at any time. You must also repay any overdraft we give you 'on demand'. This means we can ask you to pay back some or all of the money you borrow at any time. We'll usually give you 30 days' notice of any of these things, but we may not give you any notice if it would be reasonable for us not to.

If we need to recover any amounts you owe us, we can charge you our reasonable costs for doing this. These might include costs for tracing you, the costs of any debt collection agency we use and any legal costs. You'll need to pay these costs as soon as we ask you and we may take them from your account.

### Helping you keep on top of your account and overdraft

You and your authorised persons can register for free alerts on your account. If you do, we'll automatically send alerts about your arranged or unarranged overdrafts to help you avoid or reduce the fees you pay. We may also register you or them for other alerts to help you manage your account in the future.

We'll generally send these alerts by text. But if anyone who has registered for alerts on your account already receives these alerts by email, they'll continue to do so unless they change their preferences. We may send alerts by push notification in Mobile Banking in the future. Anyone who is registered for alerts on your account should contact us to update their mobile phone number, change their preferences, or tell us to stop sending them these alerts.

#### Remember

If you're having difficulty with your finances or would like to talk about your situation, please contact us. We'll be happy to help.

### Other alerts

We can also send other alerts about the balance of your account and payments. You and your authorised persons can find out more about these alerts and register for them in Online Banking, by visiting a branch or by calling us. Anyone who has access to Online Banking will automatically have access to this alerts service.

We'll only send a message once to each person who is registered to receive alerts on your account. The account balance in a message will only be correct at the time we send it. This may include payments which are still being processed and so could change. If we don't send an alert or if it isn't accurate, we'll only be responsible for interest or fees you're charged on your account which you may otherwise have avoided.

### Sharing information with credit reference agencies

If you owe us money, for example under an overdraft, and fall behind with your payments, we may share this information with credit reference agencies. We'll tell you at least 28 days in advance if we decide to do this.

We may also give credit reference agencies other information about how you run your account.



## 11. When we can move money between accounts ('Set off')

If any money you owe us for your business is due for payment (such as on a loan, mortgage, credit card or overdraft), we may take this money out of your account. We call this our 'right of set off'.

### Remember

In this section, 'us' includes any member of the Santander Group of companies in the UK. This means we may take money from your account if you owe money to another Santander Group company in the UK.

We don't have a right of set off over any designated or undesignated client accounts, or accounts held in trust.

### What are designated and undesignated client accounts?

A 'designated client account' is an account containing funds held by you on behalf of a named client.

An 'undesignated client account' is an account containing funds held by you on behalf of one or more of your clients.

We won't take money from your account if a legal reason prevents us from doing so.

### What we'll do if we use our right of set-off

We'll usually give you advance notice before we use our right of set off, but we won't if it's reasonable for us not to. For example, if we reasonably think you'll move any money to stop us, we may not do so. After we use our right of set-off, we'll always tell you how much money was moved out of your account.

## Section E – Our relationship

### 12. Keeping in touch

#### How you can contact us

Here are the details if you need to contact us for any reason. Some details should only be used for particular queries.

How to contact us	About	Details
Online	Anything	Chat with us in Online or Mobile Banking
By phone	A complaint	0800 171 2171
	Anything else	On 0330 123 9860 in the UK On 00 44 1908 237 963 from another country
In person	Anything	At any branch
By post	A card	The Manager, Card Services, Santander House, 201 Grafton Gate East, Milton Keynes, MK9 1AN
	A banker's draft	Business Banking Centre, Bridle Road, Bootle, Merseyside L30 4GB
	A foreign currency cheque	Please check the details on our website.
	A complaint	Complaints, Santander UK plc, Sunderland, SR43 4GD
If you have speech or hearing difficulties	Anything	2 Triton Square, Regent's Place, London NW1 3AN
		0330 123 9860, or 0800 011 3414 If you have a textphone and wish to use the Relay UK service
<b>Remember</b> <ul style="list-style-type: none"><li>◦ We'll only communicate with you in English.</li><li>◦ If you need information in another format, let us know. You can also find information about this at <a href="https://www.santander.co.uk">santander.co.uk</a>.</li></ul>		

#### How we'll contact you

We'll need to contact you about your account for various reasons. For example, to let you know if there are changes to your terms and conditions and to send you statements relating to your account.

We'll contact you by post at the most recent address you have given us.

If we have your email address, mobile phone number or you're registered for Online Banking, we may contact you in any of those ways.

#### Remember

- Communications between us may contain confidential information. If anyone else has access to your email or mobile they may see it.
- It's important you tell us as soon as possible if your contact details change (such as your name, personal address, business address, phone number or email address). If you don't, we won't be responsible if you don't get information or notices from us.

If you don't want us to contact you by email, text or secure message, let us know! We'll stop contacting you in that way and only use the ways you prefer unless the following applies.

- Your account can only be managed online. If so, you can't opt out of email or text.
- If you've registered for Mobile Banking, you can't opt out of text.
- If we need to contact you urgently about your account, we'll use the fastest and most secure way of contacting you. This might happen, for example, if we suspect fraud on your account.
- If we are required by law to contact you in a certain way.

We may still contact you with marketing information using any of these contact methods, unless you have separately told us not to do so.

## Statements

We'll provide you with information about your payments (and any interest or fees on your account) in Online and Mobile Banking. We'll update this information each time you make a payment.

This information will also be in the statements we give you. How frequently you'll get these depends on the type of account you have. Check the specific conditions for your account for more information.

We'll send you statements and any other documents by post, unless you choose to receive these paper-free in Online Banking. If you choose paper-free, we'll put your statements, as well as some of your letters, in your document store in Online Banking. We'll send you an email when they're ready for you to view. Contact us if you want change your preferences.

We'll only send one statement to the business (even if you're a partnership or have more than one authorised person) at your business address unless you tell us otherwise. They will also be available to any authorised person who has access to Online or Mobile Banking

## If you may be subject to tax requirements in another country

To follow the law, we may need to share information about you, your account, and any 'controlling persons' with HMRC. They may pass this on to other tax authorities in other countries. You agree that we can give documents or information to HMRC for this purpose.

### Controlling persons

A 'controlling person' is any individual who exercises control over the company, partnership or trust. In the case of a trust, this could include the settlor, the trustees or the beneficiaries, or anyone with an equivalent role, irrespective of their title.

If we ask you to give us personal information or documents or information about your business or controlling persons so that we can decide if we need to share information with HMRC, you agree to do this within 30 days of our request.

You'll need to let us know if any of this information changes after you give it to us. This includes changes to information about the nature or ownership of your business, or information about any controlling persons. We won't be responsible for any loss you may have if we disclose information about you in this way.

## 13. If you are a partnership

### How this agreement applies to you

Each partner will be separately responsible, and together all partners will be jointly responsible, for any money which is owed to us on the account. This means that if any partner or an authorised person asks us for an overdraft, all partners will be responsible for it.

We'll give each of you a debit card and access to Online or Mobile Banking, but you can't use these jointly. You shouldn't let the other partners use your card or personal security details.

Unless you have told us only to act on the instructions of all of you, any partner may give instructions on the account.

### What if you have an argument with your other partners?

If one of you tells us there is a dispute between you, all of you will need to approve any instructions about the account. For example, this means we'll cancel any cards or chequebooks you have and you won't be able to make any payments on your own through Online, Mobile or Telephone Banking.

All of you will still be responsible for the account individually and jointly.

### What if one of the partners dies?

If one of you dies, the remaining partners may continue to operate the account in the same way as before. The account won't be part of the deceased partner's estate.

If there is only one remaining partner, we may block the account until a second partner is appointed. If you don't want to appoint a second partner, you can open a new account as a sole trader and we'll transfer any funds from your partnership account to that account.

## 14. Making changes

This agreement may last for a long time, so we're likely to need to make changes to it from time to time. We might change these terms or your account's specific conditions. This includes the interest rates or fees (such as adding or removing fees) as well as other terms. We have listed below the reasons why we might make changes.

We'll only make changes for these reasons if it's reasonable for us to pass the impact of that change on to you – and we'll never make changes to cover the same cost twice. We can't predict the future, so we may also need to make changes for reasons that aren't covered here.

### Reasons why we might make changes

- To take account of a change (or a change we reasonably expect) in the interest rates we receive or we have to pay.  
For example, this could be due to a change in the Bank of England base rate.
- To reflect a change (or a change we reasonably expect) in our underlying costs including any relevant funding costs.  
For example, this could be due to changes to our borrowing costs or operational costs (such as for our staff, building costs and rent for our branches) that need to be allocated across our customer base.
- To take account of a change (or a change we reasonably expect) in law, regulation, industry code or guidance (including any decision by an ombudsman, court, regulator or similar body).  
For example, this might be where a court or the Financial Ombudsman makes a decision which has an impact on our customers. If that happens, we may need to make changes to this agreement to account for it.
- To take account of changes to how we do business, such as the introduction of new technology.  
For example, this could be to reflect advances in digital banking or the adoption of new ways of processing payments.
- To make our agreement clearer or more favourable to you.
- To reflect a change (or a change we reasonably expect) that affects us if it is reasonable for us to pass the impact of the change on to you.

### Other changes

As our agreement isn't for a fixed period, we may need to make changes without giving you a reason. This could be to our interest rates, fees or other terms. If we do this, we'll give you 2 months' notice before we make the change and let you close your account if you're not happy.

### When we'll tell you about changes

The amount of notice we give depends on whether your account is a payment account or non-payment account. We explain what these are in the section 'Using third party providers'. If you're not sure what type of account you have, **ask us**.

The tables below explain the types of changes we might make and when (and how) we'll tell you about them.

### Payment accounts

#### What we mean when we say we'll tell you personally?

This means we'll send you a notification about the change. We may do this in any of the ways we contact you, such as by post, email, statement insert or text.

Type of change	When we'll tell you	How we'll tell you
<ul style="list-style-type: none"> <li>◦ Increase the interest rate we pay you</li> <li>◦ Reduce the interest rate you pay us</li> </ul>	<ul style="list-style-type: none"> <li>◦ Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>◦ Personally or</li> <li>◦ By putting a notice in our branches (for branch based accounts) or on our website</li> </ul>
<ul style="list-style-type: none"> <li>◦ Reduce the interest rate we pay you</li> <li>◦ Increase the interest rate you pay us</li> </ul>	<ul style="list-style-type: none"> <li>◦ At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>◦ Personally</li> </ul>
<ul style="list-style-type: none"> <li>◦ Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)</li> </ul>	<ul style="list-style-type: none"> <li>◦ Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>◦ Personally or</li> <li>◦ By putting a notice in our branches (for branch based accounts) or on our website</li> </ul>

Type of change	When we'll tell you	How we'll tell you
<ul style="list-style-type: none"> <li>Changes to our exchange rates</li> </ul>	<ul style="list-style-type: none"> <li>We'll make the change immediately and without telling you in advance</li> </ul>	<ul style="list-style-type: none"> <li>You can ask us for our latest exchange rates</li> </ul>
<ul style="list-style-type: none"> <li>Convert your account to another account in our range. For example, if the account isn't right for you or we decide to no longer offer that particular type of account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Changes to the security procedures we apply to your account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change, but we may make changes immediately if we consider this necessary to prevent security being compromised</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>All other changes</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>

## Non-payment accounts

Type of change	When we'll tell you	How we'll tell you
<ul style="list-style-type: none"> <li>Reduce the interest rate we pay you</li> </ul>	<ul style="list-style-type: none"> <li>At least 14 days before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Increase the interest rate we pay you</li> </ul>	<ul style="list-style-type: none"> <li>Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally or</li> <li>By putting a notice in our branches (for branch based accounts) or on our website</li> </ul>
<ul style="list-style-type: none"> <li>Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)</li> </ul>	<ul style="list-style-type: none"> <li>We'll make the change immediately and without telling you in advance</li> </ul>	<ul style="list-style-type: none"> <li>You can find out in our branches (for branch based accounts), by calling us or on our website</li> <li>You'll also see your interest rate in Online or Mobile Banking</li> </ul>
<ul style="list-style-type: none"> <li>Changes to our exchange rates</li> </ul>	<ul style="list-style-type: none"> <li>We'll make the change immediately and without telling you in advance</li> </ul>	<ul style="list-style-type: none"> <li>You can ask us for our latest exchange rates</li> </ul>
<ul style="list-style-type: none"> <li>Convert your account to another account in our range. For example, if the account isn't right for you or we decide to no longer offer that particular type of account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Changes to the security procedures we apply to your account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change, but we may make changes immediately if we consider this necessary to prevent security being compromised.</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Other changes that are not to your advantage</li> </ul>	<ul style="list-style-type: none"> <li>At least 30 days before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Other changes to your advantage</li> </ul>	<ul style="list-style-type: none"> <li>Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally or</li> <li>By putting a notice in our branches (for branch based accounts) or on our website</li> </ul>

## If you're not happy with changes to your account

If you're not happy with a change relating to your account which we must tell you about in advance, then you can close your account without charge. Check the tables above for details of the changes we must tell you about in advance.

How this works depends on the account you have and the change.

The type of account you have	When you must tell us you're not happy
Payment account	Before the change takes effect
Non-payment account	<b>If the change is to an interest rate or fee</b> Before the change takes effect. Or, within 30 days from when we tell you about the change if we give you less notice than this. <b>For any other changes</b> Before the change takes effect. Or, within 60 days from when we tell you about the change if we give you less notice than this.

Unless you tell us within these timings, we'll assume you've accepted the change we've told you about.

If you have a 'notice account' we may give you additional notice in line with your notice period.

## 15. Transferring this agreement to another person

### What we can do

We can transfer any of our rights or responsibilities under this agreement to another person. For example, we may do this if you don't repay money you owe us and we appoint someone to collect it.

If we transfer our rights to your overdraft, we'll give you advance notice of the transfer.

### You can't do this

Our relationship is with you, so we won't recognise the interest or claim of any third party, unless we're legally required to.

You can't transfer any of your rights or responsibilities to anyone else. For example, you can't use your account as security for money you borrow from someone else. This doesn't affect a transfer that takes place by law, for example under your will.

## 16. When we may not be able to provide our services

We'll do our best to do what we say we will do in these terms. But there may be cases where we can't.

We won't be responsible for any losses you may have if we can't do what we were meant to do in the following situations.

- Something outside our control has happened which wasn't normal and we couldn't have predicted. And we wouldn't have been able to stop it from affecting you even if we tried our best to.
- We would be breaking a law or regulation if we did.

## 17. The law and courts which apply to this agreement

### Which law applies?

English law unless we tell you otherwise.

### Which courts will judge any disputes?

This'll be the courts of England and Wales unless you opened your account in a branch in Scotland or Northern Ireland. If so, that country's courts will hear any disputes.

### Making a complaint

If you're unhappy with our service for any reason, please contact us. We'll try to resolve your issue as quickly as we can.

You can also get further information on our complaints process, including our timescales for dealing with your issue, on our website or in our Complaints Leaflet. Ask us if you'd like a copy of this.

If you're not happy with how we deal with your complaint, you may be able to refer it to the Financial Ombudsman Service (FOS) or the Business Banking Resolution Service (BBRS).

#### **For details of how to complain to the FOS**

Check [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

#### **For details of how to complain to the BBRS**

Check [thebbrs.org](https://www.thebbrs.org)

Under the Payment Services Regulations we have legal requirements to provide you with certain information about your transactions and how we operate your account. If you think we have failed to meet these requirements, you can complain to the Financial Conduct Authority (FCA).

#### **For more information on how to do this**

Check:

[fca.org.uk/consumers/how-complain/report-payment-services-e-money-firm](https://www.fca.org.uk/consumers/how-complain/report-payment-services-e-money-firm)

## **18. Closing your account or ending this agreement**

This agreement will last until you or we end it.

### **How you can do this**

If you want to close your account or end this agreement, then you just need to tell us.

- You can close your account during your 'cancellation period' if you change your mind and the interest rate we pay you is not fixed. This is 14 days starting from the day after we confirmed your account is open. We'll give you back the money in your account and any interest you earned before cancelling.
- You can also do this at any time in writing, online, by phone or in branch. We'll close your account as soon as we're able to – usually within 5 working days. We can't close your account on a specific day, but we'll always close it within 1 month of you asking us to.

### **When we can do this without telling you**

In some situations we may close your account or end this agreement immediately without telling you first. We'll only do this if we reasonably believe that:

- You haven't acted in the way you agreed in these terms. Either more than once or in a serious way. For example, this would include if you don't provide us with information we've reasonably asked for on more than one occasion.
- You've behaved abusively, offensively or violently towards our staff. Or, you use abusive or offensive language in instructions you give us.
- You've become bankrupt or insolvent.
- You've misused your account. This will include, for example, if you use your account for
  - a personal purpose
  - looking after someone else's money when you haven't agreed this with us
  - economic crime (such as money laundering, fraud, bribery, corruption, terrorism finance) or avoiding sanctions.
- You've acted dishonestly or you give us false or misleading information.
- You ignore repeated warnings we give you relating to dishonest schemes (such as scams or fraud risks on your account).
- You've acted fraudulently or illegally.
- You have an overdraft with us where you are, or become, an RFI.
- Keeping your account open may cause us to break or not follow any law, regulation, court order, code or other duty that applies to us. Or, it means we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

If we have to close your account for any of the reasons above, we won't be liable for any losses you suffer as a result.

### **What do we mean by 'insolvent'?**

This is where any of the following situations applies. Or, where you or another person take or threaten to take any steps in connection with any of these situations applying to your business.

- You suspend or reschedule the payment of your debts or put in place a moratorium.
- You wind up your business, put it in administration or appoint a liquidator or receiver in relation to your business or assets.
- You enter into an arrangement (voluntary or otherwise) with your creditors.
- You are involved in any other insolvency procedure in the UK or in a procedure in another jurisdiction which is similar to any of those above.
- You can't pay any of your debts as they fall due.
- You stop carrying on business.

### **How we can do this by telling you in advance**

If we want to close your account or end this agreement in any other situation, we'll always give you notice before we do this. We'll give you 2 months' notice if your account is a payment account. If your account is a non-payment account, we'll give you 30 days' notice.

### **What happens if you or we close an account**

Before an account is closed, we'll:

- take any money you owe us, including fees or interest which haven't yet been charged to your account
- take any money we need to make any payments you have asked us to make
- refund you a proportion of any regular account fee you have paid for any period after the account is closed.

Unless we can't for legal reasons, we'll then send you the money in your account (plus any interest we owe you). If you use the Current Account Switch Service to change providers, we'll pay your money to your new account provider.

If you ask to close an account, we'll only close it and send you any money after you have paid off everything that you owe us. If we close an account and you still owe us some money, we'll close your account but this agreement will continue until you have paid everything that you owe us.

You should destroy any cards or chequebooks we've given you.

If your turnover was less than £6.5 million, when your account is closed, we'll provide you with access to information on the payments you've made for the last 5 years. You can tell us if you don't want this. You can also ask us about the payments you made for up to 5 years after the account is closed. In some cases, we won't be able to provide this information. For example, if you haven't used your account for 5 years so there isn't any payment information or we've closed your account because you've acted illegally or fraudulently.

### **When we won't return the money to you**

We may retain money in your account and not pay it to you in some situations.

We'll only do this if another person claims that the money belongs to them or you don't address any concerns we have about the origin of the money.

If this happens, we'll close your account and hold your money in a separate account which you won't be able to access. These terms will continue to apply. We'll continue to hold the money until these issues are resolved.



## Section F – Our fees

Unless we say differently in your account's specific conditions, the tables below set out the standard fees for payments and other services on our current and savings accounts. All fees include any VAT unless we say otherwise. You can also find details of any additional fees for your account in the specific conditions.

We'll take any fee from your account when we make the particular payment or provide the service to you, unless we tell you otherwise here, in your account's specific conditions or when you request the service.

Some services in the table below are marked \*.

- If you have a current account, we'll tell you about the fees you've incurred for these services during each monthly billing period. We'll then take any fees for these services from your account 15 days after we tell you about them. If that date's a non-working day, we'll take them on the next working day.
- If you have a savings account, we'll take these fees when we make the payment or provide the service (where relevant).

### What's a monthly billing period?

It's usually the period up to and including the monthly anniversary of the date you opened, or transferred into, your account. This period may vary if you opened your account at the end of a month. We'll confirm the relevant period when we tell you about the fees you owe.

Your monthly billing period may be the same as your statements period, but it may be different if you change the date of your statement or how frequently you receive them. You can't change your monthly billing period.

Payment type or other service	Fee
<b>Paying money in</b>	
Electronic payment	Free
Foreign currency cheque	£10 a cheque
Unpaid foreign currency cheque	£5
<b>Taking money out (except payments and cash withdrawals by card)</b>	
<b>Electronic payments</b>	
CHAPS	£25
International payments	£25
Other electronic payments (including Faster Payments and SEPA payments)	Free
<b>Cheques</b>	
Banker's draft	£10
Foreign currency cheque	£10
Cancelling a cheque *	£10
Photocopying a cheque	£4 a cheque
<b>Cash withdrawals</b>	
Providing change *	£1.65 for each £100 exchanged
<b>Withdrawals over the daily withdrawal limit at the Post Office – check our website for details of the limit</b>	
Up to £2,000	£10
£2,001 to £3,000	50p for each £100
£3,001 to £5,000	45p for each £100
Over £5,000	35p for each £100

Payment type or other service	Fee
<b>Other services</b>	
Duplicate statements	Free
Audit replies	£25 plus VAT
<b>What is an 'audit reply'?</b> Your accountant or auditor may request details of your account information. If they do, we'll check they have authority to act for you and we'll send them a summary of your account information.	
Status replies/banker's reference	£10
<b>What is a 'status reply' or 'banker reference'?</b> Occasionally, someone may ask you to show that you have an account with us. Or, they may want confirmation of how much money you have in your account. For example, a landlord might ask for this before they rent a property to you. We can provide you, or another person for you, with a letter which confirms the status of your account. This might include, for example, what account you hold, when it was opened and the current balance. We'll only do this if you ask us to.	

## Card payments and cash withdrawals

The fees we charge for payments and cash withdrawals with your card depend on the type of payment and where you are when you make it.

Payment type	Fee	Where you are when you make the payment
<b>Payments and cash withdrawals in pounds sterling in the UK</b>		
Debit card payment	Free	UK
Cash withdrawal from Santander or LINK cash machines	Free	
Cash withdrawal from any other cash machine	Cash machine may impose a charge	
<b>Cash withdrawals in any currency at Santander cash machines in these countries</b>		
Foreign currency conversion fee	Free	Spain
<b>All other cash withdrawals and debit card payments</b>		
Foreign currency conversion fee	2.95% of the payment value	Anywhere

## Part 2 – Important information about your account

### Compensation arrangements

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We're 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 businesses, are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit. In respect of accounts held by more than one eligible depositor, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the bank and not to each separate account.

Eligible business and corporate accounts are treated as separate entities so are each entitled to claim up to the current FSCS limit. Sole traders do not have a separate legal status, so their sole trader business balances will be added to their personal balances and their total claim may not exceed the current FSCS limit.

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.

Santander UK plc is an authorised deposit taker and accepts deposits under this name and the cahoot and Santander Corporate and Commercial Bank trading names.

### Dormant accounts

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We participate in the Dormant Assets Scheme. The purpose of the scheme is to enable money in inactive accounts to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

The scheme is run by Reclaim Fund Limited (RFL). RFL is a not-for-profit body which is authorised and regulated by the Financial Conduct Authority.

We may transfer balances of dormant accounts to RFL if an account has been inactive for 15 years or more. If we do, you'll still have a right to this money and you'll be able to reclaim this at any time by contacting us. We'll be responsible for managing that process for RFL so contact us if you want to know how to get your money back.

# Part 3 – Switching your current account

## Current Account Switch Guarantee

We have designed the Current Account Switch Service to let you switch your current account from one bank or building society to another in a simple, reliable and stress-free way. It will only take seven Working Days. As your new current account provider we offer the following guarantee.

- The service is free to use and you can choose and agree your switch date with us.
- We will take care of moving all your payments going out (for example, your Direct Debits and standing orders) and those coming in (for example, your salary).
- If you have money in your old account, we will transfer it to your new account on your switch date.
- We will arrange for payments accidentally made to your old account to be automatically redirected to your new account. We will also contact the sender and give them your new account details.
- If there are any issues in making the switch, we will contact you before your switch date.
- If anything goes wrong with the switch, as soon as we are told, we will refund any interest (paid or lost) and charges made on either your old or new current accounts as a result of this failure.

## 1. Current Account Switch Agreement – Service Conditions

### The Current Account Switch Service

- 1.1 The Current Account Switch Service Guarantee is issued by us after you have consented to this Agreement and Account Closure Instruction. This means if you have any questions regarding your switch these should be directed to us, unless otherwise advised.
- 1.2 There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
- 1.3 You can change the Switch Date at any time up until the close of business 7 Working Days before the Switch Date that you have previously agreed with us.
- 1.4 The switch process begins 6 Working Days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.
- 1.5 We will ensure that your existing regular payment mandates directly linked to your old accounts (e.g. Standing Orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements. Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card.  
  
We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.
- 1.6 We will also transfer any future dated payments (e.g. with a due date after your Switch Date) that you set up on your Old Account more than 6 working days before your Switch Date to your New Account to ensure these are made on the date originally requested.
- 1.7 The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.8 If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set them up on your New Account.

- 1.9 If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the 6th Working Day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.10 Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.
- 1.11 Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next Working Day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.12 If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.
- 1.13 For 3 years after the Switch Date if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.14 In the unlikely event that payments continue to be redirected to your New Account during the 13 months leading up to the end of the 3 year redirection period we will automatically extend the redirection service and the term of this Agreement until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently payments made with intervals of more than 13 months will be disregarded.
- 1.15 For 3 years after the Switch Date, or longer in accordance with section 1.14 of this Agreement, payments received in pounds from within the UK by your Old Bank will be redirected and credited to your New Account on the same Working Day that they were received by your Old Bank.
- 1.16 For 3 years after the Switch Date, or longer in accordance with section 1.14 of this Agreement, payments received by your Old Bank in any currency other than pounds will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in pounds. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.17 Both we and your Old Bank have cut-off times (which may vary depending on the currency of the payment received) after which any payments received are treated as being received on the following Working Day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to Section 4 of this Agreement for details of how to do this).
- 1.18 You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 4 of this Agreement for details of how to do this). You need to do this by close of business on the Working Day before you expect the payment to be received by your Old Bank. However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason 'account closed'.
- 1.19 If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.20 If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds). This is dependent on whether or not we are a cheque issuing bank and we have advised you in advance that we will not pay cheques drawn on another bank.
- 1.21 If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 4 of this Agreement for details of how to do this) to make this request.
- 1.22 You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.

- 1.23 The Current Account Switch Service doesn't include payment arrangements that are held by third party providers. If you think you may have any payment arrangements like this please contact us for advice.
- 1.24 In the event that your Old Bank withdraws the service and your old sort code is no longer able to receive payments because it's withdrawn from the UK payments system the redirection service will no longer be available with effect from the date your old sort code was removed from the UK payments system.

## 2. Errors and Complaints

- 2.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 2.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.
- 2.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer to section 4 of this Agreement for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.
- 2.4 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

+44 (0)800 023 4567

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## 3. This Agreement

- 3.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes.  
We may make changes:
  - to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
  - to meet regulatory requirements;
  - to reflect new industry guidance and codes of practice which improve consumer protection;
  - to reflect the introduction of or changes to technologies or other innovations or changes;
  - to payment systems or schemes; and
  - to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.
- 3.2 If you ask us, we'll provide you with a further copy of this Agreement.
- 3.3 You can end this Agreement at any time by contacting us. If you end this agreement all payment redirection activities will stop (see section 1.18 above for what will happen if payment redirection activities stop).
- 3.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.

- 3.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
- 3.6 If your address is in Scotland or Northern Ireland, the laws of Scotland or Northern Ireland (as applicable) apply to this Agreement and the courts of Scotland or Northern Ireland (as applicable) may settle any related dispute. If you live elsewhere, the laws of England and Wales apply to this Agreement and the English courts have non-exclusive jurisdiction to settle any related dispute.

## 4. Contacting Us

- 4.1 You can contact us by:
- Visiting your local branch
  - Writing to us at 9 Nelson Street, Bradford BD1 5AN
  - Secure message via our website – santander.co.uk – Contact Us – General Enquiries
  - telephoning us on 0330 123 9860
- 4.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by email or by text
- 4.3 Our head office details are: 2 Triton Square, Regents Place, London, NW1 3AN
- 4.4 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 106054).

### Your Right to Cancel this Agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14 day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement for signature (e.g. online or over the phone), in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you exercise this right to cancel the Agreement at key times during the switch.

## 5. At least 7 Working Days before the Switch Date

- You can continue to use your Old Bank account because it will not be closed.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account.
- No balance transfer will take place.
- No payment redirection activities will be undertaken.

## 6. During the 6 Working Days before the Switch Date

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 4 of this Agreement for details about how to do this) if you wish to cancel any of them.
- The transfer of your Old Account balance to your New Account will be stopped provided we have enough time to notify your Old Bank that you have cancelled the agreement before your Old Bank closes for business on the Working Day before the Switch.
- No payment redirection activities will be undertaken after the Switch Date.

## 7. On the Switch Date, or later (and within the 14 day cancellation period)

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 4 of this Agreement for details about how to do this) if you wish to cancel any of them.
- The balance transfer from your Old Account to your New Account will have been completed.
- No payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the Switch Date. You can then request another bank or building society to switch your account from us. Please note that you may not be able to switch back to your Old Bank or to the type of current account you held with your Old Bank.

## CURRENT ACCOUNT SWITCH DATA PRIVACY NOTICE

# Your information: how we use it

In order to fulfil your Current Account Switch in accordance with the terms of the Current Account Switch Agreement, we collect, process, share and keep your information. This privacy notice sets out everything you need to know about what happens to your information when you choose to use the Current Account Switch Service. Capitalised words are defined either in this privacy notice or in the Current Account Switch Agreement.

## 1. Starting the Switch

### 1.1 Information we process

When you set up your new current account with us, we collect and process your name, address, and contact details, and give you a new account number and sort code. If your new account is a joint account, we also collect and process the joint account holder's name, address and contact details. Together, this is your New Bank Information.

## 2. During the Switch

### 2.1 Use of your information

When we receive your signed Current Account Switch Agreement, we send your New Bank Information, to your Old Bank to make sure that the correct account with your Old Bank will be closed and all regular payment arrangements are switched to your new current account with us. We will also send your Current Account Switch Agreement and Account Closure Instruction to your Old Bank if they request it.

When your Old Bank receives your New Bank Information from us, they send us your old bank account information so we can set up your regular payment arrangements on your new current account. Regular payment arrangements means Standing Orders, Direct Debits and future dated payments, un-presented cheques pre-dating the switch, as well as details of the payment arrangements that you set up using your Old Bank on-line banking system (including mobile banking Apps) more than 6 working days before your switch date.

We collect, process, share and retain your information because you have signed the Current Account Switch Agreement and requested a switch. If for any reason you object to us processing your information we cannot fulfil your switch request.

We also use your information to deal with any queries you may have during or after the switch process and any queries relating to your regular payment arrangements. This is to ensure that you are happy with the switch service and your regular payment arrangements continue to operate successfully.

### 2.2 Sharing your Information

In addition to sharing your New Bank Information with your Old Bank, we also share your New Bank Information with payment system operators and the provider of the payment system software. We do this so that any regular payments initiated using automated, online and telephone banking means or single payments made by cheque whether made by you, or received by you, will continue to be made from or received into your new current account. It also helps us resolve any queries you may have. This ensures that your switch makes no difference to the people and organisations you are paying or receiving payments from.

We will also share your New Bank Information with organisations that you have payment arrangements with in circumstances where we are dealing with regular payment arrangement complaints.

## 3. After your Switch

### 3.1 Keeping your information

Your New Bank Information is used by us for a number of purposes. The Current Account Switch Service is only one of those purposes. Your information that relates solely to the Current Account Switch Service will be kept by us so that



we can complete the switch and address any future queries or disputes relating to your switch. These include queries or disputes relating to any of your payment arrangements.

We understand our legal obligations relating to your information which include minimum retention periods for accounting and legal documents. Where it is possible to minimise or reduce the amount of your information that is stored, we make sure this takes place.

## 4. At any time

### 4.1 Contacting Us

You can contact us by:

- Visiting your local branch
- Writing to us at 9 Nelson Street, Bradford BD1 5AN
- Secure message via our website – santander.co.uk – Contact Us – General Enquiries
- Telephoning us on 0330 123 9860

We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by e-mail or by text.

Our head office details are: 2 Triton Square, Regents Place, London, NW1 3AN

Our data protection officer details are: Data Protection Officer (DPO), 201 Grafton Gate East, Milton Keynes, MK9 1AN

### 4.2 Your Information Rights

You have a number of rights in relation to your information. You can:

- (i) Access and obtain a copy of your information;
- (ii) Require us to change incorrect or incomplete information;
- (iii) Require us to delete or stop using your information but only where the information is no longer necessary for the purposes of the switch; and
- (iv) Object to us using your information but only where we no longer need to process it.

Please use the contact us details above if you wish to exercise any of your rights. Where possible we will let those organisations we share your information with know if we make any changes to your information, delete it or stop processing it.

If you believe that we have not complied with our data processing obligations, you can complain to the Information Commissioner, the data protection regulator in the UK. Website [www.ico.org.uk](http://www.ico.org.uk) and telephone number 0303 123 1113.

### 4.3 Multiple accounts only

Your Old Bank sends us details of your regular payment arrangements. These can include details of regular payment arrangements relating to all accounts you have with your Old Bank, not just the account you have chosen to switch. We recommend you check with your Old Bank to understand if this applies to your Old Bank account before you decide to use the switch service.

# Part 4 – Data Protection Statement

## 1. Getting started

This statement explains how we use your personal data. If you want more information about this at any time, check the 'Using My Personal Data' booklet – this is on our website or you can get a copy in branch.

### What is personal data?

This is any data we have that can identify you. This includes data you give us, for example when you sign up for a product. It also includes data we collect about you or from other sources when we provide our products to you.

### Who do we mean by 'you'?

This is the person who applies for a product or service with us, even if you're not successful. This also includes any person who is authorised on your account.

### If you apply for a children's account or other trust account

This covers the person who opens the account as trustee (for example, a parent). This also covers the beneficiary who owns the money in the account (for example, a child).

If you have a children's account, check the Key Facts Document and any account specific data protection statement for more information about how we use your personal data.

If there are limits on the number of accounts in the child's name or payments which may be made into the account, we may refuse these and need to explain to the person who made it why this is the case.

### If you're a business

This covers the person or people who operate the business, deal with us or who're otherwise related to the business. Depending on how the business is structured, this may, for example, include directors, partners, members and other authorised signatories.

## Aggregated and anonymised data

We may share and sell anonymised and aggregated data with other organisations (inside and outside the Santander group). We may do this for any business reason – for example, this may be to help with our own market research or to help others, such as sharing information about trends in customer behaviour.

### What is aggregated data and anonymised data?

Anonymised data is data which may be about you but doesn't identify you.

Aggregated data is data about you which we have combined with data about our other customers so that you can't be identified. This is a form of anonymised data.

Because it doesn't identify you aggregated and anonymised data isn't personal data.

## 2. Who we are and how to contact us

'We' are Santander UK plc, the 'data controller'. This means we're responsible for your personal data. If you have any questions about this data protection statement, get in touch. Here are the details:

How to contact us	Details
By post	Data Protection Officer, Santander, Sunderland, SR43 4GP

You have a number of rights under the law over your personal data. You'll find more information about these in the 'Your Rights' section below. If you want to use your rights, contact us using the details in the 'Using My Personal Data' booklet.

## 3. What personal data do we collect?

We'll collect and use your personal data for different reasons. The table below sets out the types of personal data we may collect about you and some examples of what this includes. We'll only collect data which is relevant to the product or service we provide to you.

Type of data	Example
Identity information	Name, age, date of birth.
Contact details	Home address, business address, address history, email address, telephone number(s).
Financial details	Salary and other income, expenditure, savings, details of accounts with other providers.
Background information	Employment status and history, education history.
Family, lifestyle or social information	The number of dependants you have, your shopping habits, savings goals.
Product and services	Records of the products we provide you (now or in the past) and how you use them. Or, products you applied for but we didn't give you.
Technical data	Information such as IP address or mobile phone location data for how you access our services.  We may also use cookies to remember how you access and use our website and your preferences. You can find more information in our cookies policy.
Biometric information	Fingerprint, voice or face so that you can use our Online, Mobile and Telephone Banking service.
Health data	Information about any disabilities or other signs you may be vulnerable.  Information about any medical conditions you have, if for example you have insurance.
Public data	Information we collect from third parties and other public sources, such as: <ul style="list-style-type: none"> <li>◦ Credit reference agencies</li> <li>◦ Fraud prevention agencies</li> <li>◦ Electoral roll</li> <li>◦ Court records of debt judgments and bankruptcies</li> </ul> This may include details about any criminal record, and may also include information about any person you are 'linked' with because you have made a joint application for an account or credit.

We'll collect and use personal data about any person named on your application, appointed to operate your account or who has rights over the account. For example, this might include:

- any person you apply with, if you make a joint application;
- additional cardholders or authorised users (if you have a business account) who will operate your account; or
- beneficiaries of a trust account.

Make sure you have their permission and share a copy of this document with them before you share their personal data with us.

## 4. How do we collect data?

We collect personal data about you in two main ways. Either you give it to us or we get it from somewhere else.

### You give it to us

Most of the personal data we collect you give to us. This will happen, for example, when you apply for a product or service, use the service or contact us.

When you apply, we may sometimes ask for information which is optional - we'll let you know if that's the case. Otherwise, you'll need to provide all the information we ask for. If you don't, we may not be able to provide the product or service to you.

### We get it from somewhere else

We may also get personal data about you from other people. This may include:

- Credit reference agencies – such as Experian, Equifax and TransUnion. They provide us with details about your identity and credit history.
- Fraud prevention agencies - such as Cifas, National Hunter and National SIRA. They provide us with information so we can confirm your identity and to help us prevent fraud and money laundering.

- Public sources – such as the Courts, the Electoral Register and Companies House (if you're a business customer). They provide us with information so we can check what you've told us about yourself or your business.
- Partners – we partner with other companies who provide services directly to you. They'll share information with us for administration purposes so that we can form a view of you as a customer. For example, we partner with insurers to provide insurance to you. They will be the insurer and will share information with us about you as a customer.

## 5. How do we use your data?

We'll use the data we collect to decide whether to give you a product or service and, if you are successful, to manage your account, policy or service.

We can only use your personal data if we have a lawful reason for doing so. This is called a 'legal basis'. The table below sets out the legal bases we have, what they mean and some examples of when we rely on them.

Legal basis	Some situations when we'll rely on it
<b>Contract</b>	
We have an agreement with you for a product or service. We need to use your data to do the things we've agreed to do.	<ul style="list-style-type: none"> <li>◦ Before you apply for a product, we may explain the product to you, send you information, give you a quote or help you with your application.</li> <li>◦ We review your application for a product and decide whether to provide it (unless you apply for insurance, as the insurer will decide this).</li> <li>◦ We service your account and do the things we have agreed. For example, if you have a current account, we'll make payments for you and send you statements.</li> <li>◦ To keep our records up-to-date.</li> <li>◦ To contact you about your account. This includes if we lend you money, you miss payments and we need to trace you.</li> </ul>
<b>Legitimate interest</b>	
We, or an organisation we share your data with, have a justifiable reason to use your data in the course of our business, where your rights are not seriously affected.	<ul style="list-style-type: none"> <li>◦ We may conduct audits to support the management and governance of our business. For example, we may do this to help develop our products and services and improve how our business operates.</li> <li>◦ To check your credit history and status with credit reference agencies if you apply for a loan, credit card or overdraft.</li> <li>◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud.</li> <li>◦ When we conduct market research and analysis and develop statistics. For example, we may do this to improve our products and services.</li> <li>◦ Where we send you certain marketing, including in-branch.</li> </ul>
<b>Legal obligation</b>	
We need to use your data to meet our legal or regulatory requirements.	<ul style="list-style-type: none"> <li>◦ Where we have to do things to comply with a law or regulation that applies to us. This may include sharing information about you with other people or organisations.</li> <li>◦ To respond to requests you send us for your personal information.</li> <li>◦ To confirm and defend our legal rights. We might do this if we need to bring or defend a legal claim.</li> <li>◦ We'll monitor your accounts to prevent and detect illegal activity.</li> <li>◦ To check your identity before we give you a product and periodically while you have it. Or, to check any credit you apply for is affordable or that a product is suitable for you.</li> <li>◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud.</li> </ul>
<b>Consent</b>	
<p>You've agreed we can use your data for a specific purpose.</p> <p>You can change your mind and withdraw this at any time. If you do, it may mean we can't do certain things for you.</p>	<ul style="list-style-type: none"> <li>◦ You ask us to send your information to another person – such as a company handling a claim for you.</li> <li>◦ We send you certain marketing where we ask your permission.</li> <li>◦ You ask us to process special category data about you.</li> </ul>

## Legal basis

## Some situations when we'll rely on it

### What's 'special category data'?

This includes information about any of the following:

- your race or ethnicity,
- political views or trade union membership,
- religious or philosophical beliefs,
- genetic or biometric data, and
- information about your health, sex life or sexual orientation.

We may use this data where we have your consent or a legal reason to do so.

## 6. Who do we share your data with?

We may share your personal data with other people or organisations where we have a lawful reason for doing so. This may include:

- **Other companies within the Santander group.** This covers companies we own or control or which own or control us. This may also include other companies which we or another group company have shares in but don't control.
- **Our service providers and sub-contractors.** These are organisations who provide services to us or help us provide our products and services to you. For example, this covers our IT providers, professional advisors (such as lawyers and accountants) and market research companies.
- **Agencies we check and share information with.** This covers fraud prevention agencies, credit reference agencies and debt collection agencies. We may also share it with other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears.
- **Our partners who provide services directly to you.** This covers, for example, insurers. If you apply for insurance through us, then we'll share information about you and your application with the insurer (and potential insurers).
- **Government bodies, law enforcement agencies and dispute resolution bodies.** This may include the police, the Courts, the Financial Ombudsman Service, HMRC, the Business Banking Resolution Service (if you are a business) and our regulators in the UK and elsewhere. If we need to share information about you with HMRC, they may share this with tax authorities outside the UK.
- **Other people connected to your account or insurance policy.** This includes joint account holders and other people you have authorised to use your account or give us instructions as well as guarantors you have for money we lend you. If you have insurance through us, this includes any joint policy holders.
- **Any person who buys all or part of our business. Or, any person we merge with or buy.** This includes any people we discuss potential sales or mergers with.
- **People you make payments to or receive payments from and the organisations who help with this.** This includes the other banks, intermediaries, payment service providers and payment systems we or the person who pays you use to send money. If we give you a card or your account is linked to a card on another account, we'll also share your data with Visa or Mastercard. These organisations may share your data with others to process your payment and deal with any issues, for statistical purposes and to meet their legal obligations.
- **Anyone else we may need to in the following situations:**
  - **In an emergency or to protect your vital interests.** For example, if you became ill in a branch, we may need to share information about you with emergency services.
  - **To protect the security or integrity of our business operations.** For example, if someone tried to hack our systems, we might need to share information about you with third parties to help us respond to this.
  - **To comply with law.**
- **Anyone we've been asked to share information with by you.**

## 7. Checks we run on you

### Identity checks and fraud prevention checks

When you apply for any product and while you have it, we'll share the information we hold about you with fraud prevention agencies to check your identity and prevent fraud or money laundering. This includes information you give us when you apply as well as information we receive from third parties and information we already have from other products you have.

We'll also check the information you give us against any information we already hold about you – for example, because you have other products with us.

If we identify fraud, we may refuse to give you a product or service you've asked for. We may also stop providing you with an existing product or service. We'll also share this information with fraud prevention agencies. This may mean that other people refuse to provide you with products, services or employment in future.

#### **If you want to know more about how fraud prevention agencies use and share your data**

Check the 'Using My Personal Data' booklet

### **Credit reference agency checks**

When you apply for any product, we'll check your identity with one or more credit reference agencies. If we need to trace you, we may also check the data we hold about you with credit reference agencies.

If you ask us to lend you money (such as a credit card, loan or mortgage), we'll also check your credit status, including whether you are bankrupt, with one or more credit reference agencies. The credit reference agencies we use are called Experian, Equifax and TransUnion.

### **How does a credit check work?**

We'll share information about you and your home address (and business and business address, if you are a business) with the credit reference agency and they'll give us information about you. This'll include information about your credit history and financial situation.

If you're a director of a business, we'll check with a credit reference agency that your home address is the same as on the register of directors at Companies House.

#### **Does this leave a record?**

When we request a credit check, the credit reference agency will place a record on your credit file. There are two types of check.

- A soft check. This doesn't affect your credit score and other lenders won't be able to see this.
- A hard check. This records that you have applied to borrow money. Other lenders will be able to see this and this may affect your ability to borrow money.

#### **Do we always do a hard check?**

We do a hard check when you apply to borrow money from us.

But, if you just ask us to give you a quote or to check if we're likely to be able to lend to you, then we won't. In that case we'll just do a soft check.

### **What other information do we share with credit reference agencies?**

We share information regularly about you, your accounts and how you manage them with credit reference agencies. We do this while you have an account with us and owe us money. This'll include information about any applications you make to borrow money (even if we don't approve them), the amounts you owe and if you make your repayments for money in full and on time. If you're a business customer, we'll also share information about your business.

The credit reference agencies may share this information with other organisations and they'll share with us similar information which other organisations give them about you.

We'll use the information we receive to help us manage your account. This might include whether to increase a credit limit we give you or determine the interest rate we'll charge you. We may also use this information to help us trace you and recover any amounts you owe us, if we need to. Other organisations who receive this information may use it in a similar way.

### **How long do credit reference agencies keep information about your accounts?**

Credit reference agencies keep information we share about your accounts for 6 years after the account closes. They'll keep this information even if you've repaid any money you borrowed in full.

### **What happens if you apply with another person?**

If you make a joint application, the credit reference agencies will 'link' your records together.

This means if either or both of you apply to borrow money in future we, and other organisations, will receive information about both of you from the credit reference agencies. This link will remain until either of you get it broken – you'll need to ask the credit reference agency to do this.

#### **If you want to know more about how credit reference agencies use and share your data**

Check the 'Credit Reference Agency Information Notice' – you can find this on their websites at:

- [Experian.co.uk/crain](https://Experian.co.uk/crain)
- [Equifax.co.uk/crain](https://Equifax.co.uk/crain)
- [Transunion.co.uk/crain](https://Transunion.co.uk/crain)

## **8. How we make decisions about you**

We make decisions about you in different ways. Some decisions will be made by our staff but we may also use automated systems to help us make other decisions.

### **Profiling**

We may also use your personal data to develop a profile or make predictions about you (such as your economic situation, preferences, interests or behaviour). This is called 'profiling'. We do this to help us make decisions about you. For example, we may do this so we send you information about products and services you may be interested in.

We may build a profile by looking at things like your age, address, the accounts you hold, how you use them and the payments you make (including who you make them to). This may identify products you hold with other providers – for example, if you repay a credit or store card from your current account. We may also look at events, such as account anniversaries or the date a product will end or need to be repaid.

### **Automated decisions**

Some of the automated decisions we make include:

- deciding whether or not to give you a product or service when you apply
- deciding whether to offer you other products or services which may be suitable for you if you're an existing customer
- deciding whether to lend you money
- carrying out checks on you or your account for fraud or money laundering purposes
- monitoring the use of your current or savings account for unusual behaviour to prevent fraud or unauthorised use
- giving you a personalised price for an insurance product or
- providing an indicative price for a product before you apply.

#### **How we give you a personalised price**

We decide this based on your behaviour and individual circumstances.

We'll look at the types of accounts you already have with us as well as your age (where this is relevant). We'll also look at how you use your accounts, such as the turnover, your spending habits, whether you are behind with any repayments or have any financial difficulties.

We'll also get information about you from credit reference agencies and other public sources. This will be recorded on your credit file but won't affect your ability to borrow money.

We may share this price with you when we send you information or speak to you about our insurance products.

If we make an automated decision, you can ask for information about how we make that decision and what it may mean for you and you can ask for an individual to make the decision instead.

### **If you apply for insurance**

We'll make an automated decision about the price you may be charged for insurance based on your application and circumstances. We'll share this information, together with details of your application, with the insurer to help them determine your final insurance premium. We'll ask for your consent to use your information in this way when you apply.

The insurer will use an automated system to review your circumstances and assess your insurance risk. The level of risk will determine the final premium you are offered.

To do this, the insurer will use information they hold about you or get from other people as well as information you provide and we give them about you. The insurer will use your information to assess your risk as it's necessary for them to enter into a contract with you.

## 9. Your marketing preferences

We'll use your data to provide you with information about our products and services. We'll only contact you by post, phone, email or social media according to your marketing preferences.

You can change these or unsubscribe at any time by contacting us. Check the 'Using My Personal Data' booklet for details of how to contact us or you can do this by unsubscribing from emails. You can also change your social media preferences through the platform you use (such as Facebook or Google).

If you're over 18, we may do a soft check at credit reference agencies before we send you any information or contact you in-branch about our lending products. This is to make sure we market our products responsibly and don't send you information if it wouldn't be appropriate.

If you tell us that you don't want to receive information about our products and services or to be part of our market research we'll stop sending this to you.

## 10. Monitoring what you say to us

We monitor and keep records of the communications you have with us. This includes your calls, emails, texts, social media messages, letters and chats in Online or Mobile Banking.

### Why do we do this?

We do this for various business reasons. This includes to:

- keep a record of your instructions so that we can check them if we need to;
- monitor how you treat our staff and how they treat you;
- help train our staff and improve our products and services and the way we deliver them;
- prevent and detect fraud or any other criminal activity; and
- comply with our legal and regulatory obligations.

## 11. Transferring your data to another country

We may need to transfer your data outside the UK or the EEA. The UK and countries within the EEA apply similar standards to protect your data, but other countries may not.

### What is the EEA?

This is the European Economic Area. It contains all the countries of the European Union plus Iceland, Norway and Liechtenstein.

If we transfer your data to someone outside the UK or EEA, we'll take extra steps to protect it.

### What extra steps will we take?

We'll check if the country has an adequate level of protection for your data. If it doesn't, we'll make sure the person we transfer your data to has agreed to protect your data in a similar way. They may do this either as part of a scheme approved by the government or we may ask them to sign a contract with us.

## 12. How long do we keep your data for?

It depends on the situation, but we won't keep it any longer than we need to. The table below explains why we keep your data and how long we'll keep it for.

Why?	How long we'll keep your data for
In case of queries	As long as we need to deal with your queries
In case of claims	As long as you can bring a claim against us by law.
To follow a law or regulation which applies to us	As long as we are required to keep it after your account, policy or service has closed or otherwise ended.  We may also need to keep it for a period if you applied unsuccessfully.



## 13. Your rights

You have various rights under the law over the personal data we hold about you. Here's a summary. Get in touch if you want to use them.

You have the right to...	What you should know
Be informed about how we use your data	That's why we explain how we use your data here.
Have access to your data	You can ask us for a free copy of the personal data we hold about you.
Have your data changed	If the data we hold about you isn't correct or complete, you can ask us to correct it or add information so that it's complete.  We'll let you know when we've done this. We may refuse your request in some situations – we'll let you know, and why, if that happens.
Have your data deleted (Some people call this the 'right to be forgotten')	You can ask us to delete your data but we won't always do so. For example, we might need to keep it for legal reasons. If we aren't going to delete your data, we'll let you know why.
Object to how we use your data	You can ask us to stop using your data for certain purposes.  If we use your data for some things, like direct marketing, we'll always stop. But, in other situations, we don't always need to or we may refuse. If that's the case, we'll let you know.
Restrict how we process your data	You can ask us to limit how we use your data. You may, for example, want us to do this if the data we hold about you is not correct or complete.  We won't always be able to limit how we use your data. For example, if we need to use it for legal reasons. If we refuse to limit how we use your data, we'll let you know why.
Move your data	You can ask us for a copy of your personal data in a format that allows you to move it somewhere else. You can also ask us to send it to someone else.
Challenge an automated decision	If we make an automated decision, you can ask for information about how we make the decision and ask for an individual to make it instead.

### If you're not happy with how we use your data

You also have a right to complain to the Information Commissioner's Office. You can find out how to do this on their website, [ico.org.uk](http://ico.org.uk).

