

# General Terms and Conditions and Important Information Current Accounts and Savings Accounts (Including Cash ISAs and Cash Junior ISAs)

This document includes:

- **Notice of variation to the General Terms & Conditions**
- **PART 1:** Our Terms of Business and Data Protection Statement
- **PART 2:** General Terms and Conditions (applicable to all accounts)
  - Current Account Terms and Conditions
  - Savings Account including Cash ISA and Cash Junior ISA Terms and Conditions
- **PART 3:** Important Information

Please read and keep for future reference

Effective from 2 December 2020

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# OUR TERMS OF BUSINESS AND DATA PROTECTION STATEMENT

## Section 1A – Our Terms of Business

### Non-advised

For the majority of our products we only provide you with information, not advice, to help you decide if a product is right for you. On products where we do provide advice, we will make this clear to you. Some products are only available via specific channels (e.g. internet only).

### Put simply

We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.

### Regulated

We are authorised and regulated by the Prudential Regulation Authority (PRA) and also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register>. We are a member of the Financial Services Compensation Scheme (FSCS) – ask for a leaflet in branch for more information. We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

### Put simply

We are authorised and regulated by the Prudential Regulation Authority and also regulated by the Financial Conduct Authority. We are also a member of the Financial Services Compensation Scheme.

### Confidentiality

We treat any information you give us confidentially. On joint applications your information may be shared with the other applicant and you must have their permission to provide their information. We may share the information with other companies in the Santander Group, our associated companies and with our service providers and agents, some of whom may be in other countries. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. Information may be shared with our regulators for regulatory purposes. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. If we decide to send you marketing about a credit product, we'll check your details at the credit reference agencies to see if it is appropriate to send you the marketing, but a record of this will not be seen by other lenders searching your file. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

### Put simply

The information you give us is treated confidentially, in line with data protection legislation. For more information on your rights you can ask for a copy of the 'Using My Personal Data' booklet.

### Credit and other checks

If you apply for a credit/loan product we will perform a 'credit search', where we check details of your credit history with certain credit reference agencies, who will keep a record of that search (including details about your application with us, whether or not it is successful). For a short period of time this can affect your ability to get credit elsewhere. If the results indicate that the credit product that you are seeking would not be suitable, your application may be declined and we will tell you. If your application is accepted we may file details about you and how you manage your account at credit reference agencies. If you are applying for credit with another person (such as with a spouse or business partner), a financial link between the two of you will be created at the credit reference agency. For more information, a leaflet called 'Your application and credit scoring' is available on request. For all applications we will need to carry out some checks, including fraud checks and checking your identity. We'll check your details with fraud prevention and credit reference agencies to check your identity and application details, prevent and investigate crime, trace and recover debt, check insurance claims and for analysis and testing.

### Put simply

If you apply for a credit product, we will carry out a credit search to make a decision on your application and this will be recorded on your credit file. Records will be linked together on joint applications.

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it we can put things right for you and make improvements. We want to sort things out for you as soon as we can. The easiest and quickest way is by talking to us about your concern.



Please call our dedicated complaints team on **0800 171 2171**.

Alternatively, you can contact us:



at **santander.co.uk**, by logging on to your Online Banking and using our secure messaging service.



in writing to: Complaints, Santander UK plc, PO Box 1125, Bradford, BD1 9PG



in person, by visiting any Santander branch.

Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk).

You may also be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses. You can find out more information at <http://www.financial-ombudsman.org.uk>.

# Section 1B – Data Protection Statement

## Introduction

The Data Protection Statement sets out how we'll use your personal data. Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if you have any questions.

## The types of personal data we collect and use

Whether or not you become a customer, we'll use your personal data for the reasons set out below and if you become a customer we'll use it to manage the account, policy or service you've applied for. We'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may be about you as a personal or business customer (if you are one) and may include:

- o Full name and personal details including contact information (e.g. home and business address and address history, email address, home, business and mobile telephone numbers);
- o Date of birth and/or age (e.g. to make sure that you're eligible to apply);
- o Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- o Records of products and services you've obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- o Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
- o Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- o Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants you have);
- o Education and employment details/employment status for credit and fraud prevention purposes; and
- o Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf. When applying for a credit card you must have permission to give information about any third party named on the application form.

## Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application.

## Monitoring of communications

Subject to applicable laws, we'll monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

## Using your personal data: the legal basis and purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant account, policy or service:
  - a) To take steps at your request prior to entering into it;
  - b) To decide whether to enter into it;
  - c) To manage and perform that contract;
  - d) To update our records; and

- e) To trace your whereabouts to contact you about your account and recovering debt.
  - f) If a 11213 Mini Account is opened in trust, you understand that the trustee may have to hold a qualifying account for this account to remain open.
2. As necessary **for our own legitimate interests** or those of other persons and organisations, e.g.:
    - a) For good governance, accounting, and managing and auditing our business operations;
    - b) To search at credit reference agencies at your home and business address (if you are a business customer) if you're over 18 and apply for credit;
    - c) To monitor emails, calls, other communications, and activities on your account;
    - d) For market research, analysis and developing statistics; and
    - e) To send you marketing communications and for marketing to you in-branch, including automated decision making relating to this.
  3. As necessary **to comply with a legal obligation**, e.g.:
    - a) When you exercise your rights under data protection law and make requests;
    - b) For compliance with legal and regulatory requirements and related disclosures;
    - c) For establishment and defence of legal rights;
    - d) For activities relating to the prevention, detection and investigation of crime;
    - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
    - f) To monitor emails, calls, other communications, and activities on your account.
  4. Based on **your consent**, e.g.:
    - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
    - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation); and
    - c) To send you marketing communications where we've asked for your consent to do so.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

## Sharing of your personal data

Subject to applicable data protection law we may share your personal data with:

- o The Santander group of companies\* and associated companies in which we have shareholdings;
- o Sub-contractors and other persons who help us provide our products and services;
- o Companies and other persons providing services to us;
- o Our legal and other professional advisors, including our auditors;
- o Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open your account and periodically during your account or service management;
- o Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- o Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- o Courts, to comply with legal requirements, and for the administration of justice;
- o In an emergency or to otherwise protect your vital interests;
- o To protect the security or integrity of our business operations;
- o To other parties connected with your account e.g. guarantors and

other people named on the application including joint account holders who will see your transactions;

- When we restructure or sell our business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve our products or services;
- Payment systems (e.g. Visa or Mastercard) if we issue cards linked to your account, your account is linked to a card on another current account, or as a result of a transfer to another account you receive a card. The Payment systems may transfer your personal data to others as necessary to operate your account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending your personal data overseas; and
- Anyone else where we have your consent or as required by law.

### International transfers

Your personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

### Identity verification and fraud prevention checks

The personal data we've collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how your personal data will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the 'Using My Personal Data' booklet.

### Credit reference checks (for current accounts, credit cards, personal loans, mortgages, business current accounts and 1123 Mini customers if you hold a current account from the age of 18)

If you've applied for a credit product then in order to process your application, we'll perform credit and identity checks on you at your home and business address (if you are a business customer) with one or more credit reference agencies. To do this we'll supply your personal data to the credit reference agencies and they'll give us information about you. When we carry out a search at the credit reference agencies they'll place a footprint on your credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on your credit score, and lenders are unable to see this; or b) a hard footprint where you've agreed/requested Santander to proceed with your application for credit. This footprint will be viewable by other lenders and may affect your ability to get credit elsewhere. (A credit search is not carried out if you are under 18 or you apply for a Basic Current Account.) We'll also continue to exchange information about you with credit reference agencies while you have a relationship with us. The credit reference agencies may in turn share your personal information with other organisations. The personal data shared with the credit reference agencies will relate to you and your business (if you are a business customer). Details about your application (whether or not it's successful) will be recorded and we'll give details of your accounts and how you manage them to credit reference agencies. We will use this personal data to manage your account, including any future increase in your credit limit and card, and to determine the interest rate payable and the way interest on the account is charged or calculated if you apply for a credit card. If you do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace your whereabouts and to recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A financial association link between joint applicants will be created at the credit reference agencies. This will link your financial records and be taken into account in all future applications by either or both of you until either of you apply for a notice of disassociation with the credit reference agencies. Very occasionally, if we have insufficient information about you and you apply for a credit card, we may use the information about other members of your family.

If you're a business customer and you're a director, we will seek confirmation from the credit reference agencies that the residential

address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- [experian.co.uk/crain](http://experian.co.uk/crain)
- [equifax.co.uk/crain](http://equifax.co.uk/crain)
- [transunion.co.uk/crain](http://transunion.co.uk/crain)

### Your marketing preferences and related searches

We'll use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your preferences or unsubscribe at any time by contacting us. In the case of social media messages you can manage your social media preferences via that social media platform. If you're over 18, we may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to you about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect your credit rating. We do this as part of our responsible lending obligations which is within our legitimate interests. If you have previously told us that you don't want information on other products and services or to be included in market research, we'll continue to respect your wishes.

### Using automated decision making to make decisions about you

We may automatically process your personal information, without human intervention, to evaluate certain personal aspects about you (known as profiling).

In particular, we may analyse or predict (among other things) your economic situation, personal preferences, interests or behaviour. This could mean that automated decisions are made about you using your personal information. For example, we might analyse certain customer demographics, account holdings and account behaviours (such as Direct Debits you have set up on your accounts including those which identify accounts and products such as credit cards and store cards which you hold with other providers/elsewhere) and look at details of transactions relevant to your accounts. We may also analyse events such as the maturity dates of your accounts and opening anniversaries.

In some instances we'll use automated processing and decision making, where relevant, to decide which of our other products or services might be suitable for you, as well as to produce a personalised price for insurance products, to provide an indication of the price prior to an application being made (please note, publicly available information about you and information about you from third party data sources such as credit reference agencies, will also be used to provide you with an indication of the price). The personalised price would be presented to you in marketing communications and during contacts with Santander that might be suitable. We'll look at the types of accounts that you already have with us, as well as your age, where this is relevant to the product we think you might be interested in. We'll also conduct behavioural scoring, including by looking at the accounts and products you already have with us and how they are being used, such as account turnover, arrears and other indications of financial difficulties. Where searches are carried out against publicly available data sources and credit reference agencies, these searches may appear on your credit report, but they will not affect your ability to get credit.

You may have a right to certain information about how we make these decisions. You may also have a right to request human intervention and to challenge the decision.

For some insurance products we may use automated decision making to assist the insurer in determining your final insurance premium. The insurer will use an automated underwriting engine to process your personal information and to better assess insurance risk which will generally provide a more accurate price that is relevant to your individual circumstances and needs. The automated underwriting engine will use information including personal information that you provide as well as other information about you held by us, the insurer and other parties. Where the insurer is carrying out any automated decision making it will do so on the basis that is necessary in order for the insurer to enter into the insurance contract with you. You have the right to contest that decision, express your point of view and ask for a human review. Where

we carry out any automated decision making for your insurance product, we will ask for your consent during the application process to allow us to do so. You may withdraw your consent at any time. Further details can be found in the 'Using My Personal Data' booklet.

### Other information about you if you are a business customer

We may also hold all the information you give to us (i.e. name, address, date of birth, nationality) in order to undertake periodic due diligence checks which banks are required to undertake to comply with UK legislation.

### For Children's accounts

The data protection statement applies to both the child and the trustee/registered contact. Further details about how your personal data will be used are included in the relevant data protection statement/Key Facts Document. This data protection statement must be read in conjunction with those documents.

If there are rules on the number of accounts in a child's name of the same type, or limits on deposits made into an account you understand that we may need to refuse further applications/deposits and as such we may need to tell the person making the application/deposit the reason for the refusal.

### Criteria used to determine retention periods (whether or not you become a customer)

The following criteria are used to determine data retention periods for your personal data:

- **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and
- **Retention in accordance with legal and regulatory requirements.** We'll retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

### Your rights under applicable data protection law

Your rights are as follows (noting that these rights don't apply in all circumstances):

- The right **to be informed** about our processing of your personal data;
- The right to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- The right **to object** to processing of your personal data;
- The right **to restrict processing** of your personal data;
- The right **to have your personal data erased** (the "right to be forgotten");
- The right to **request access** to your personal data and information about how we process it;
- The right to **move, copy or transfer your personal data** ("data portability"); and
- Rights in relation to **automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](http://ico.org.uk)

For more details on all the above you can contact your DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at [santander.co.uk](http://santander.co.uk).

### Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data, which can't be used to identify you. We may share and sell such anonymised data including in an aggregated format, within and outside of the Santander group of companies, for statistical analysis, research and other business purposes. For example, sharing information about general spending trends in the UK to assist in research. The law says this is not considered to be personal information after it has been anonymised and/or aggregated.

### \*Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

# PART 2: GENERAL TERMS AND CONDITIONS

## Introduction

These General Terms and Conditions are split into six sections.

- 2A applies to all accounts. If any Conditions in 2B to 2D differ from those in 2A then the relevant Condition in 2B to 2D applies.
- 2B applies to current accounts.
- 2C applies to savings accounts.
- 2D applies to Cash ISA.
- 2E applies to Junior ISA.
- 2F applies to CHAPS, EEA and International Payments made from your account, where these services are available on your account. If any Conditions in 2A to 2E differ from those in 2F then the relevant Condition in 2F applies.

In addition, Specific Conditions may also apply to your account and these will be set out in a separate document (called a Key Facts Document) which will be given to you before you open the account. If a Specific Condition differs from these General Terms and Conditions, the Specific Condition is the one that applies.

These General Terms and Conditions, together with the Specific Conditions in the Key Facts Document (or any document that replaces the Key Facts Document) make up your agreement with us.

Current accounts also have a Fee Information Document which contains some of the fees and charges that apply to your account. There may be other applicable fees and charges which are set out in these General Terms and Conditions and the Key Facts Document. In the event of any inconsistency the fees and charges set out in the agreement will prevail.

You can request a copy of these General Terms and Conditions, the Key Facts Document and the Fee Information Document at any time by contacting a branch or our Telephone Banking service. You can also find this information on our website.

The summary at the start of some of the Conditions explains what that Condition is about, but the summary does not form part of the Conditions.

For details of how to operate your account, please refer to the Key Facts Document.

To help you understand what some of the services on your account mean, we have a glossary of industry standard terms and definitions ("Glossary"). Where relevant, we have used these terms in the documents forming your agreement with us. You can find the full Glossary on our website or you can ask in branch for a copy.

# Section 2A – General Terms and Conditions (applicable to all accounts)

## 1 Meaning of words

**Summary:** Certain words have a specific meaning throughout these Conditions. These words and their meaning are listed below.

Our accounts are categorised into two types: **'Payment Accounts'** and **'Non-payment Accounts.'** Generally an account will be a Payment Account unless it has some form of restriction on how money can be paid in or out of that account. Examples of Payment Accounts include current accounts and instant access savings accounts where money can be paid in and out with minimal restrictions. Examples of Non-payment Accounts include fixed term bonds or accounts where you are charged a fee or lose interest payable if you make a withdrawal; or an ISA where there are limits as to how much can be saved each year. All these Conditions apply to both Payment and Non-payment Accounts unless stated otherwise. You can find details of whether your account is a Payment Account or Non-payment Account on our website.

**'Fee Information Document'** is a document that sets out certain fees and charges for some of the services on your account (full details of all fees and charges are set out in these General Terms and Conditions and the Key Facts Document).

**'Key Facts Document'** is a document that details key information in relation to your specific product, including any Specific Conditions that apply.

**'Payment Details'** means the details you need to give us to either pay money into your account or to send money or make withdrawals out of your account as set out in conditions 4.1 and 6.3 in Section 2A.

**'Payment Instruction'** – Depending on your particular type of account, you can instruct us to make a withdrawal or payment from your account by:

- a written instruction signed by you;
- using your card, card details or an electronic wallet or device on which your card details have been stored;
- telephoning us using the contact details given in the Key Facts Document;
- by setting up electronic payments, if you use Online Banking and instructing us to do so through our secure password protected website and following the online instructions;
- giving us verbal instructions.

**'Personal Security Details'** means any personal details or security process that we ask you to use to confirm your identity or authorise a Payment Instruction to us. These may include a password, selected personal information or other security numbers or codes that we provide to you (such as a one time passcode when you give us an instruction to send money using Online or Mobile Banking) or that you choose.

**'TPP'** means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

**'We/' 'Us/' 'Our'** means Santander UK plc.

**'Working Day'** means any day other than a Saturday, a Sunday or English public holiday. The length of a Working Day for the purpose of making payments into or out of your account will depend on the payment cut-off times for the method used.

The payment cut-off times will be different for branches, Online Banking, Mobile Banking and Telephone Banking.

**'You/' 'Your'** means the customer in whose name the account is held or someone they've chosen and we've agreed can act on their behalf, such as under a power of attorney.

## 2 To qualify for an account

**Summary:** there are a number of requirements you must meet before you can open an account.

- Unless stated otherwise in the Key Facts Document for your product, you must permanently reside in the UK (excluding the Channel Islands and the Isle of Man). If you are a Crown employee serving overseas or are married to or in a civil partnership with a person who performs such duties, you must retain a permanent residential address in the UK for the account to remain open. You must not use the account for business purposes.
- You must provide us with any evidence which we require to be satisfied of your identity. Details of identity requirements are available from our branches.

## 3 Joint accounts

**Summary:** the Condition below applies if you hold an account jointly with others. Each of you are responsible for obligations on the account.

- Some of our accounts cannot be held in joint names or there may be restrictions on the number of account holders. Please see Section 3A or the Key Facts Document.
- If you have an account that can be held in joint names:
  - you are both responsible (individually and together) for any money you owe us; and
  - each of you can use the account on your own, without the other's approval (this includes instructions to close the account).
- There are certain account services that cannot be used jointly (such as Online or Mobile Banking or use of a debit card).
- The right of each of you to use the account on your own is on the condition that we do not receive notice of a dispute between you. If one of you tells us of a dispute:
  - any instructions may need the agreement of both of you;
  - we can suspend some services on your account (including Online Banking);
  - we can ask you to return cheques and cards. Until they are returned, transactions may still be deducted from your account;
  - you are still responsible to us individually and together.
- We will normally only transfer the account into the sole name of one of you if all account holders agree and all cards and chequebooks are returned from the other account holder(s) and we are satisfied that you have sufficient financial standing to run the account alone. In some circumstances we may remove an account holder without the approval of the joint account holders where there are reasonable grounds for us to do this.
- If one of you dies, the account belongs to the remaining account holder. We may share information about the account with the deceased's personal representatives. This could include historical information about how the account was used as well as statements and details about the state of the account at date of death. This is the case even if the account isn't held in joint names any more when the person dies (in which case we may still provide information about the period when it was held as a joint account).
 

If there is no account holder who survives:

  - we will freeze your account. This means that all standing orders will be cancelled; and
  - the money in your account will normally be held by us until we receive the right forms from your estate.



## 4 Paying money in

**Summary: this section explains how money can be paid into your account and any associated restrictions.**

- 4.1 Depending on your type of account money may be paid in by cash, cheque, counter cheque, bankers' draft or sent to your account electronically. To pay money in, we must be provided with the relevant Payment Details:
- for cash payments and money sent electronically, where your account has an account number and sort code, we will require these are provided. For accounts without an account number and sort code, we will require different information, this may include your account name, a reference number that we will give to you or any other information that we tell you must be provided;
  - for payments using our cash machines, input your Personal Identification Number - PIN; and
  - for receiving money from outside the UK or in the UK but in a foreign currency, the International Bank Account Number - IBAN (if your account has one) and Bank Identifier Code - BIC (which can be found on your statement).
- If money is paid in using incorrect Payment Details, we may pay it into whichever of your accounts we think appropriate.
- 4.2 The balance shown on your account may include payments into your account which are still being processed and not yet available.
- 4.3 Cash can only be paid in pounds, and only you can pay cash into your account. You may pay money into your account using your card at some of our cash machines. If the amount we actually receive differs from that stated by you, we will pay into your account the amount we actually receive and we will tell you that we have done this.
- 4.4 In some cases (such as moving from one account to another using Online Banking) a payment made into your account may appear on your account on a non-Working Day (or outside the

cut off time of a Working Day). In this instance the funds may be available.

- 4.5 There may be a maximum or minimum limit to the amount of money that can be held in an account. The Key Facts Document for your account will tell you about any maximum or minimum limits.
- 4.6 The table below shows you when payments into your account will be available to you, when you will earn interest and when overdraft interest or fees will stop being incurred:
- ## 5. Paying in cheques
- Summary: this section explains how cheques can be paid into your account.**
- 5.1 Only cheques made payable to you can be paid into your account. Cheques are typically out of date after six months although please check to see if your cheque has an earlier expiry date on it. We may return the out-of-date cheque or a copy of the out-of-date cheque to you.
- 5.2 Cheques go through a 'clearing cycle' which affects when funds will be made available to you, when interest starts to be earned from and when you can be sure the money is yours. Please see below for information on the clearing cycles for cheque, counter cheque and bankers' draft processing.
- 5.3 Cheques can be returned unpaid by the bank of the person who wrote the cheque, even if funds have been made available to you. Even if you have used these funds to make a withdrawal or make a payment, we may still be able to take the money back out of your account. If you have been fraudulent, we can recover these funds at any time. If taking the money back out of your account means that you would have no money left in your account and you do not have an Arranged Overdraft, or would cause you to exceed any Arranged Overdraft limit, you will be treated as making an Unarranged Overdraft request. Condition 7 in Section 2B.1 gives full details of our Unarranged Overdraft service.

Payment in	When you can use the funds	If interest is payable on your account, when it will be earned from	If your account has an overdraft, when will you stop incurring overdraft fees if the payment pays off your negative balance
<b>Cash</b>			
Over the counter at Santander branches	Immediately	On the day the money is received by us	On the day the money is received by us
Using your card at any Post Office® branch			
At one of our cash machines where cash can be paid in (bank notes only)			
At one of our Drop Boxes	The money is not counted straightaway and will be available to you when we have counted the cash. This will be no later than midnight on the next Working Day.	The next Working Day	The next Working Day
<b>Electronic Payments</b>			
Receiving money electronically and also receiving money using the Faster Payment Scheme	The money will usually be available as soon as we receive it. Generally this will be on the same day it is sent.	On the day the money is received by us	On the day the money is received by us

If applicable to your account, you will start to earn interest or stop incurring overdraft fees from the day that funds are paid in provided that it is successfully received by us before the cut off time on that day, the cut off time is usually not before 8pm (please note cut off times may be earlier for branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday, and Bank Holidays. For CHAPS, EEA, or International Payments please see conditions in Section 2F.

**Cheques clearance timescales**

Day Cheque paid in	Day interest begins	Day we allow you to withdraw money out	Day you can be sure the money is yours
Monday	Tuesday	Tuesday	Tuesday
Tuesday	Wednesday	Wednesday	Wednesday
Wednesday	Thursday	Thursday	Thursday
Thursday	Friday	Friday	Friday
Friday	Monday	Monday	Monday
Saturday	Tuesday	Tuesday	Tuesday
Sunday	Tuesday	Tuesday	Tuesday

**5.4** If a cheque is paid into your account, including via one of our cash machines on a Working Day, it will start to earn interest, unless the item is returned not paid, and you can be sure that the money is yours to withdraw by the end of the next Working Day (up to 23:59pm). An extra Working Day should be added for cheques paid in on a non-Working Day. Cheques deposited at the Post Office or through the post will take additional time to reach our processing centre. The timescales above will begin when they reach our processing centre.

Under this clearing system cheques are paid in and cleared using an image of the cheque. So if you want a copy of the cheque we will only be able to give you a copy of the imaged cheque.

If you are making a payment by writing a cheque you should always make sure you have sufficient available money in your account to make the payment when you write the cheque as the money could leave your account as early as the day after you have written the cheque and given it to the recipient.

For more information about cheque clearing cycles see the Frequently Asked Questions on Payments on our website or ask in branch.

**6 Taking money from your account**

**Summary: this section explains how you can withdraw money, make payments from your account, any associated restrictions and processing timescales.**

**6.1** We will allow withdrawals or payments from your account:

- a) if you have enough available money in your account or enough unused Arranged Overdraft to cover the withdrawal or payment; or
- b) if you request an Unarranged Overdraft and we agree to provide that service.

**6.2** Please see the definition of 'Payment Instruction' in Condition 1 in Section 2A for details on how you can instruct us to make payments or withdrawals. If you give us a Payment Instruction in any of the ways listed in that definition, you are consenting to us taking the withdrawal or payment from your account.

**6.3** Payment Details

**6.3.1** When you give us a Payment Instruction, you must provide us with the following information ('Payment Details'):

- a) for sending money within the UK, the account number, sort code and name of the person you want to pay;
- b) for withdrawals in branch, you must provide us with proof of ownership of the account (for example a passbook or card);
- c) for cash machine withdrawals, input your PIN;
- d) for sending money outside the UK or in the UK but in a foreign currency:
  - (i) the name and (as required) address, Routing Code and/ or correct BIC of the bank of the person you want to pay;
  - (ii) the bank account number or IBAN of the person you want to pay.

It is important that you give us accurate Payment Details as we won't be responsible for any payment made incorrectly when you have given us the wrong Payment Details.

**6.3.2** In addition to the Payment Details, we may also ask you to provide us with other information for example:

- a) the name and address of the person you want to pay, and
- b) other information depending on the country you want us to send money to.

We will ask you to provide this information, if we need it, when you give us your Payment Instruction.

**6.4** We will treat a Payment Instruction as received from you (or, if applicable, the person requesting a payment from you) at the time that instruction is actually received by us, except:

- a) if your Payment Instruction is a withdrawal of cash using your card and PIN from a cash machine or a payment made using a card and PIN or a payment made using a contactless card, we will treat your instruction as received at the time that it is actually received by us; or
- b) if the Payment Instruction is received by us after the relevant cut off times listed in the following table, it will be treated as having been received on the following Working Day; or
- c) If the Payment Instruction is for a CHAPS, EEA or International Payment the time we will treat it as being received is set out in the CHAPS, EEA and International Payments Terms and Conditions in Section 2F; or
- d) If the Payment Instruction is for a cheque we will treat it as being received as set out in either Condition 5 in Section 2A or Condition 14.3 in Section 2A.

**6.5** Withdrawals from your account

**6.5.1** Maximum daily limits apply to the amount of cash you can withdraw using your chequebook or card. For accounts that allow withdrawals at the branch counter, the following maximum or minimum limits will apply:

Minimum amount for cash withdrawals at branch counter*	More than £50
Minimum amount for cheque withdrawals at branch counter*	More than £1,000
Maximum daily limit for cash withdrawals at branch counter*	£500 (£2,000 if using CHIP and PIN)
Maximum daily limit for cash withdrawals from a cash machine*	£300

\*There may be exceptions to this. Please ask in branch for more details. We may stop providing the counter cheque service. Withdrawals at branch counters may be subject to a fee. We will tell you of any changes or applicable fees by notices displayed in our branches.

Payment type	Cut-off time (branch)	Cut-off time (contact centre)	Cut-off time (online)	When the money usually arrives at the recipient's bank
Faster Payments	Opening hours	Opening hours	N/A (any time)	Immediate
Standing order / future dated payment in pounds	Close of business, Working Day before payment due	Close of business, Working Day before payment due	Close of business, Working Day before payment due	Working Day on which payment is due
Internal Transfer	Opening hours	Opening hours	N/A (any time)	Immediate

**6.5.2** If we send money as a faster payment using the Faster Payments Scheme, that payment will be subject to the scheme limits. Information on the Faster Payment Scheme transaction limits are available on the UK Payments Administration website [www.ukpayments.org.uk](http://www.ukpayments.org.uk). However, in some circumstances we may apply lower transactional limits and you will be informed of these when you give us your Payment Instruction.

For further information about Faster Payments see the Frequently Asked Questions about payments on our website or ask in branch.

**6.6** We can refuse any Payment Instruction, if:

- it is requested by using our Unarranged Overdraft service;
- you do not have enough available money in your account;
- you have exceeded your maximum daily withdrawal limit under Condition 6.5 in Section 2A;
- it may place us in breach of any legislation or law or we reasonably suspect that it may result in any regulatory action against us in any jurisdiction;
- we reasonably suspect it relates to fraud or any other criminal act;
- you are in breach of any of these Conditions;
- it exceeds any transactional limits that we apply.

If we refuse to allow a withdrawal or payment from your account we will tell you the following by the end of the next Working Day after the day we receive your Payment Instruction:

- that we have done so;
- the reason why we refused; and

if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake.

We will not tell you that we are refusing a payment or withdrawal if the law prevents us from doing so.

**6.7** The table below shows you when withdrawals from your account will stop earning interest and when overdraft fees will be incurred:

**6.8** Stopping a payment

**6.8.1** You can ask us to stop a payment by contacting a branch or phone us on **0800 9 123 123**. If you are stopping a Direct Debit you must also tell the person to whom the Direct Debit is payable. Generally we will not be able to stop a payment after we have received your Payment Instruction although we will try to do so provided that:

- the payment has not already been made;
- you give us details of the date and amount of the payment you want us to cancel and the name, account number and sort code of the person you asked us to pay;
- it is not a debit card payment, cash payment, counter cheque or bankers' draft.

**6.8.2** If you are stopping a recurring debit card payment (that is, a continuous payment transaction on your debit card initiated by a payee and authorising us to make payments) we will stop

Withdrawals	If interest is payable on your account, when will it stop being paid on the money you withdraw	If your account has an overdraft, when will you start incurring overdraft fees if a withdrawal means you move into a negative balance
<b>Cash</b>		
Over the counter at Santander branches	On the day the withdrawal is made	On the day the withdrawal is made
Using your card at any Post Office® branch		
At one of our cash machines		
<b>Electronic Payments</b>		
Making an electronic payment from your account or making a payment using the Faster Payment Scheme.	On the day the payment is made	On the day the payment is made

If applicable to your account, you will stop earning interest or start incurring overdraft fees from the day that funds are withdrawn provided that it is successfully taken out before the cut off time on that day, the cut off time is usually not before 8pm (please note the cut off times may be earlier for branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday and Bank Holidays. For CHAPS, EEA or International Payments please see conditions in Section 2F.

the payment provided that we receive notice from you no later than close of business on the Working Day prior to the date the payment was due to be made. We recommend that you also tell the payee.

## 6.9 Processing payments and withdrawals from your account

6.9.1 Payments by phone, Direct Debit or standing order are normally transferred from your account on the same Working Day we receive the Payment Instruction.

6.9.2 Payments made using Online or Mobile Banking and electronic transfer are normally transferred from your account on the same day we receive the Payment Instruction (including non-Working Days).

The money will normally reach the bank of the person you want to pay no later than the end of the Working Day following the Working Day on which we receive the Payment Instruction.

6.9.3 If we are able to send the money as a faster payment using the Faster Payments Scheme, we will do so. A faster payment will normally reach the bank of the person you want to pay in the timescale set out in the table in Condition 6.4 in Section 2A provided that

- the bank of the person you want to pay is a member of the Faster Payments Scheme;
- you have provided a sort code for the bank of the person you want to pay which is recognised by the Faster Payments Scheme;
- the amount of the payment is within Faster Payments Scheme Limits (see Condition 6.5.2 in Section 2A);
- we do not suspect fraudulent activity on your account. (There may be a delay in processing the payment while fraud prevention checks take place. We may need to contact you if we suspect that a payment is fraudulent). If we contact you, this may be by phone and may include an automated message. If we are unable to send your payment as a faster payment, we will attempt to contact you to agree an alternative method of sending the money.

6.9.4 If you are sending money outside the UK, please also see Condition 14.1 in Section 2A and the CHAPS, EEA and International Payments Terms and Conditions in Section 2F.

6.10 Automatic payments, such as Direct Debits and standing orders, are usually taken from your account at the beginning of the Working Day that they are due.

If you don't have any available money in your account at this time, we will try to make the payment again later that afternoon (and for standing orders, again in the morning of the following Working Day). You will have until then to credit your account with sufficient cleared funds to move your balance back into a credit position or an Arranged Overdraft so that we can make the payment.

You should not reattempt the payment yourself until we have retried to make the payment. For more information about when to retry to make automatic payments, please see our website at [santander.co.uk](http://santander.co.uk)

6.11 There can be a delay between using your debit card to make a payment and the time when that debit card payment is taken from your account but the amount of that debit card payment may reduce the amount of money available in your account for other transfers, withdrawals or payments you instruct us to make. You should check the amount of money available in your account before giving us a Payment Instruction.

6.12 When you withdraw money from your account by way of cash, counter cheques or (if available) bankers' draft, your account is debited immediately.

## 7. Unauthorised and incorrect payments

### 7.1 Notification of Unauthorised or Incorrect Payments

If you believe that a payment on your account was not authorised

by you or was made incorrectly, you must notify us as soon as possible either at a branch or by telephoning us on the number shown at the end of these Terms and Conditions. This number can also be found in the Key Facts Document, your statement, your card carrier and on our website.

### 7.2 Your Remedies for Unauthorised Payments

Your remedy for an unauthorised payment will depend on whether or not your account was overdrawn at the time the unauthorised payment was taken or if it was in credit. If your account was in credit at the time of the unauthorised payment but the payment took it into overdraft, each element of the payment will be treated separately for these purposes:

- Subject to Condition 13.3 in Section 2A, we will not refund you in any circumstances if:
  - you authorised the payment;
  - someone else used your card with your agreement;
  - you have acted fraudulently.
- Subject to Condition 13.3 in Section 2A, except where your account is in overdraft, we will also not refund you if:
  - someone else used your passbook, PIN or Personal Security Details with your agreement;
  - you deliberately, or with gross negligence, disclosed your PIN or Personal Security Details to someone else;
  - you deliberately failed to follow any of the safeguards referred to in Condition 9.7 in Section 2A or you are grossly negligent in failing to follow any of them;
  - (iv) after becoming aware you delayed unreasonably in notifying us that the payment was unauthorised; or
  - (v) you failed to tell us the payment was unauthorised within 13 months of the date on which the payment occurred or ought to have occurred.
- In all other cases, if you notify us that a payment was not authorised by you, we will refund to your account the amount of the payment and any fees and/or interest and charges directly incurred on the account as a result of the payment or which would not have been incurred or would have been earned on the account had the unauthorised payment not been made.
- However, where your card, mobile device, passbook, PIN, or your Personal Security Details are used without your authority by someone else in circumstances other than those in Condition 13.3 in Section 2A then we may debit up to £35 from you before applying the refund. You will be responsible for the full amount of the payment if any of the circumstances in (a) or (b) of this Condition 7.2 apply.
- We will refund your account:
  - If your account is overdrawn, as soon as we are reasonably satisfied that you are entitled to the refund; or
  - If your account is in credit, by the end of the next Working Day after we become aware of the unauthorised payment. Before we refund your account, we are entitled to carry out an investigation if there are reasonable grounds for us to suspect that you have acted fraudulently, or we can show that you've acted deliberately or have been grossly negligent.
- We may debit your account with any amount refunded under (e) where we subsequently become aware that the circumstances in (a) or (b) of this Condition 7.2 apply.
- If you dispute that you have carried out a payment with a card, passbook, cheque, PIN or Personal Security Details, we expect you to co-operate with us and the police in any investigations. We can give the police and other banks that are involved any information necessary to enable them to carry out their investigations. We have to prove: any allegation of fraud; or that you were grossly negligent in

failing to follow any of the safeguards listed in Condition 9.7 in Section 2A; or that a card has been received by you.

We will conduct any investigation as quickly as possible and may ask you to reasonably assist in that investigation.

### 7.3 Your Remedies for Incorrect Payments

We are responsible for making payments on your account correctly. If you tell us that a payment has not been made or has been made incorrectly by us, after you tell us, we will:

- a) refund your account with sufficient money to restore your account to the same position as if the incorrect payment had not been made. This normally means that we will refund your account with any fees and interest we have charged or you may have lost in connection with the incorrect payment;
- b) if you ask us to, make immediate efforts to trace the incorrect payment and notify you of the results of that action.

If a payment has been delayed because of our error, we can, at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

### 7.4 Payments made to a fraudster

If you believe that you have been tricked into sending money to a fraudster, because you made a payment:

- a) to someone for what you thought was a genuine purpose, but which was actually fraudulent; or
- b) that was intended for a certain person, but you were tricked into sending money to someone else.

you must tell us as soon as possible using the contact details provided in this document and in your Key Facts Document.

Once you have told us that you have been tricked, we will look into this and apply industry standard to determine whether you are entitled to a full or partial refund. We will usually let you know within 15 Working Days after the day you told us about it but we might take longer in exceptional circumstances. If we determine you are entitled to a refund we will give you this without delay.

You may not get a refund if we find you should have known that you were sending money to a fraudster - although we will always take the circumstances in which the payment was made into account when considering this.

### 7.5 Payments made into your account in error

If a payment is made into your account by mistake, the money may be taken back out of your account. How and when we do this will depend on the type of payment and the reason for the mistake.

- a) For CHAPS payments and SEPA credit transfers, if the sending bank (or the sender) has made a mistake, we will not take the money back out of your account without your permission. If you do not think that the payment has been made in error, we will let the sending bank know.
- b) For BACS payments or Faster Payments, if we reasonably believe the sending bank (or the sender) has made a mistake, and tells us:
  - (i) within 2 months of the money being paid into your account, we may prevent you from using the money and we can take the money back out of your account and return it to the sending bank. We do not need your permission to return the money;
  - (ii) after 2 months of the money being paid into your account, we will not take the money out of your account without your permission.
- c) If we have incorrectly credited any payment to your account, we will take the money back out of your account. We do not need your permission to do so.

If a payment is made into your account by mistake, you agree that we may share all relevant information with the sending

bank so that the payer can trace the money.

### 7.6 We do not need to do any of the things listed in Condition 7.3 in Section 2A and we are not responsible for an incorrect payment on your account where:

- a) you fail to tell us (using the contact details provided in this document and in the Key Facts Document) of the incorrect payment without undue delay and in any case within 13 months of the date on which the payment occurred (or in the case of a failed payment ought to have occurred); or
- b) the cause of the incorrect payment is because you gave us the wrong (or insufficient) Payment Details for us to make the payment; or
- c) we can demonstrate to you (and if applicable the beneficiary's bank) that the beneficiary's bank received the payment within the relevant execution time listed either in Condition 6.4 in Section 2A or in Condition 1.1 in Section 2F (in which case the beneficiary's bank is legally required to make the payment to the person you want to pay).

In these circumstances we will use reasonable efforts to recover any money paid out of your account or not paid into your account as a result of the failed or incorrect payment.

## 8. Interest and fees

**8.1** Fees or interest you pay are listed in the Key Facts Document and if you have a current account, certain fees and charges are also set out in the Fee Information Document. We give you our current interest rates and fees information when you apply for your account. These can be obtained by contacting us or checking our website.

**8.2** Interest we pay/charge you is calculated on a daily basis (unless we have told you otherwise). The Key Facts Document will explain when and the frequency with which we may pay/charge you interest. Interest payments will be credited at least annually but may be more frequent if your account allows. Debit interest will be charged to your account on a monthly basis.

**8.3** For the purpose of calculating interest, we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis. Interest is calculated differently in a leap year and deposits made after 29 February will receive less interest than they would in a non-leap year.

## 9. Personal Security Details and protecting your account

**Summary: you must keep your Personal Security Details secure and follow the safeguards in this document and on [santander.co.uk](https://www.santander.co.uk) to keep your Personal Security Details, PIN, card and chequebook secure. We can suspend the use of your Personal Security Details and card in some situations.**

- 9.1** We may provide you with, or ask you to choose, Personal Security Details to enable you to access your account, using Online or Mobile Banking, the telephone and other remote access channels. We treat your use of your Personal Security Details as your consent to any instructions you give using Online or Mobile Banking, the telephone or other remote access channel. We will tell you of any restrictions when choosing Personal Security Details which you must follow.
- 9.2** If you have a joint account, each of you will be given your own Personal Security Details and can use available services on your own. Neither of you may allow the other to use your cards, PIN or Personal Security Details.
- 9.3** We must be satisfied of your identity and can refuse instructions if we doubt your identity. We may ask you to show identification, for example, when making an account withdrawal.
- 9.4** We can withdraw or suspend your cards, chequebook, PIN or Personal Security Details:
  - a) if we believe that this is necessary for security reasons;
  - b) to prevent suspected unauthorised or fraudulent use of your card, chequebook, account, remote access services or any

related services which you can access using Online Banking, Telephone Banking or other remote access channels. We can do this, for example, if there have been too many unsuccessful attempts to access your account using incorrect Personal Security Details; or

- c) where there is a significantly increased risk you will not be able to repay any money you owe on your account.

**9.5** If we withdraw any of your card(s), PIN or any of your Personal Security Details:

- a) we will tell you and our reasons why beforehand. If we are unable to tell you beforehand, we will tell you immediately afterwards;
- b) we do not have to tell you that we are withdrawing your card(s), PIN or Personal Security Details, if this would compromise our security or be unlawful;
- c) you can apply for a new card, PIN or Personal Security Details by speaking to us at one of our branches or by telephone.

We can then reactivate and/or replace your withdrawn PIN or Personal Security Details as soon as possible, provided that the reason for its withdrawal no longer exists.

**9.6** You must follow the safeguards to protect your chequebook, card, PIN and Personal Security Details set out in Condition 9.7 in Section 2A.

**9.7** The care of your chequebooks, cards, PINs, Personal Security Details and selected personal information is essential to help prevent fraud and protect your account. To ensure this you must:

- a) sign your physical card in permanent ink as soon as you receive it;
- b) destroy the notification of your PIN and/or Personal Security Details as soon as you receive them;
- c) always take reasonable steps to keep your cards safe and your PIN, Personal Security Details and selected personal information secret and dispose of them safely. Fraudsters use various methods such as searching in dustbins to obtain personal information. You must take simple precautions such as shredding paper containing personal information;
- d) not keep your chequebooks and cards together;
- e) not allow anyone else to use your cards, PIN, Personal Security Details or selected personal information (not even someone with whom you share a joint account);
- f) not disclose your PIN, any one time passcode we give you or other Personal Security Details to anyone else, not even a member of Santander staff;
- g) not write down or record your PIN, Personal Security Details or personal information on your card (or anything kept with it) or on any documents relating to your account. If you do write down or record your PIN, Personal Security Details or personal information, you must disguise this information so that it cannot be understood by anyone else;
- h) only enter your Personal Security Details where you are requested to do so by an Online Banking screen;
- i) act on any further instructions we give you to ensure that your Online Banking is secure. Any instructions will reflect good security practice, taking account of developments in e-commerce;
- j) take reasonable steps to avoid selecting a PIN or Personal Security Details that may be easy to guess;
- k) take reasonable steps to ensure that no one hears or sees your PIN or Personal Security Details when you use them;
- l) take reasonable steps to keep your PIN or Personal Security Details unique to the accounts that you hold with us;
- m) take immediate steps to change your PIN or Personal Security Details and tell us as soon as possible if you think that

someone else knows your PIN or Personal Security Details, or if we ask you to do so, where we believe security may have been compromised on your account;

- n) not record your PIN or Personal Security Details on any software which retains it automatically (for example, any 'save password' prompts) unless retaining your PIN or Personal Security Details is a function of a banking service provided by us;
- o) take reasonable steps to secure your mobile phone or other mobile device (for example set up a security password or PIN) so that it cannot be used to access Mobile Banking if it is lost or stolen and so that others cannot access any alerts or other communications from us that may be stored on it;
- p) comply with the security procedures we tell you about from time to time.

**9.8** To prevent and detect fraud, where we hold information about devices you use such as mobiles or tablets, we may use location or other data from these devices. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.

**9.9** Our fraud detection systems may highlight unusual spending patterns. We may call you, write to you or send you an SMS if there are unusual payments in or out of your account or if we believe your account is at risk of a security threat. These calls may include computer-generated speech. If you do not want us to contact you in this way please contact us on **0800 9 123 123**.

**10. Online and Mobile Banking service**  
**Summary: this section relates to Online and Mobile Banking. The Terms and Conditions of the Online and Mobile Banking services also apply.**

**10.1** To access the online and mobile services you will need to accept the conditions of use and use your Personal Security Details.

**10.2** We can limit the amount of money you can send from your account using Online or Mobile Banking or ask you to contact us for payments that require additional authorisation.

**10.3** If you do not use Online or Mobile Banking for at least 12 months, we may treat this as your indication that you no longer require the service and may remove your accounts from Online or Mobile Banking (on giving you no less than 2 months' advance notice).

**10.4** Except as set out in Condition 13 in Section 2A, you are not responsible for payments made on your account via Online Banking, Mobile Banking or Telephone Banking which were not carried out by you, or for access and use of Online, Mobile or Telephone Banking services by someone else.

**11. Third Party Providers**

**Summary: this section explains how TPPs can access your account and the circumstances under which we are allowed to block such access.**

**This Condition 11 only applies where your account is a payment account that is accessible online.**

**11.1** You can instruct a TPP to access information on your accounts as well as to make a payment, as long as the TPP has identified themselves to us and acted in accordance with the relevant regulatory requirements. We will treat any instruction from a TPP as if it was from you.

**11.2** Although you must not, generally, give your security details to anyone else, you may give them to a TPP if they ask for them.

**11.3** It is important that you check that any TPP you use is authorised to access your account. They should make this clear from the information they give you. You must not give your security details to a third party that isn't authorised. If you do, we'll have to assume it's you that's authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result.

11.4 We may refuse to allow a TPP to access your account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so. Where you revoke your consent to allow a TPP access to your account, we will tell the TPP that you have done this.

## 12. Using your cards

12.1 Cards, passbooks and chequebooks are our property and we can ask you to return them to us and can ask anyone acting for us to retain them.

12.2 We tell you the PIN to be used with your card. We may also ask you to provide your Personal Security Details as a means of identification, for example when buying goods with your card.

12.3 You can cancel your card by notifying and returning it to us. You must cut it into several pieces and through the magnetic stripe and any chip.

## 13. Loss or misuse of a card, chequebook, mobile device or your personal details

**Summary: you must tell us if you lose cards, mobile device or chequebooks or if you think your card or Personal Security Details have been misused. This section explains circumstances where you are not responsible for misuse of your account.**

13.1 You must notify us as soon as possible using the contact details in these Terms and Conditions and in the Key Facts Document if you think that your card, mobile device, passbook or chequebook has been lost, stolen or that your card, mobile device, passbook or Personal Security Details have been misused or that your PIN, Personal Security Details or selected personal information has become known to another person.

13.2 Once notified, we will take immediate steps to prevent your card, mobile device, passbook, chequebook or Personal Security Details from being misused.

13.3 You are not responsible for any unauthorised use of your card, mobile device, passbook, PIN, or any of your Personal Security Details in any of the following cases:

- before you receive it;
- unless you have acted fraudulently, after you have notified us of its loss, theft or unauthorised use in accordance with Condition 13.1 in Section 2A;
- if we have failed to tell you how to notify us of its loss, theft or unauthorised use;
- if we don't apply procedures that we're legally required to use to check a payment has been authorised by you;
- if the unauthorised use relates to the purchase of goods or services under a distance contract.

A 'distance contract' is a contract you enter into online, by post, mail order, email, fax, telephone or tele-shopping, unless the purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

## 14. Foreign currency transactions

**Summary: this section applies if your account allows foreign currency transactions to be made either to or from your account.**

14.1 Foreign currency - International Payments

14.1.1 Please refer to Section 2F – CHAPS, EEA and International Payments Terms and Conditions for full details.

14.1.2 You can make and receive payments to and from the UK and other countries. Payments and cash withdrawals in foreign currency:

- will be converted to/from pounds at our current exchange rate as at the date we receive the Payment Instruction for that type of transaction;
- may have charges deducted by other correspondent banks that are used in the routing of the payment

14.1.3 Our exchange rates for foreign currency payments are based on our Santander reference exchange rates for the relevant currency. We have different reference rates depending on the size of the transaction and whether you are buying (if you are sending a payment) or selling currency (if you are receiving a payment into your account). Details of the relevant reference exchange rate will be displayed online when you make a payment and are also available in branch or by calling us on **0800 9 123 123**.

14.1.4 Timescales for making foreign currency payments from your account are different to those applicable to payments in pounds in the UK. Please see the CHAPS, EEA and International Payments Terms and Conditions in Section 2F for full details.

14.2 Foreign currency card payments and cash withdrawals

Card payments and cash withdrawals in foreign currency:

- will be converted into pounds using the Visa or Mastercard exchange rate as at the date we receive the Payment Instruction to debit your account (which may not be on the same day that you authorised the payment). You can find out the exchange rate by visiting [www.visaeurope.com/making-payments/exchange-rates](http://www.visaeurope.com/making-payments/exchange-rates) for Visa cards or [www.mastercard.com/global/currencyconversion/index.html](http://www.mastercard.com/global/currencyconversion/index.html) for Mastercard cards or by calling us on **0800 9 123 123**.
- will incur a commission fee based on the amount of the transaction in the currency of origin; and
- may incur commission fees imposed by the retailer or bank that carries out the card payment or cash withdrawal.

Please see condition 8.2 of Section 2B.1 for full details on debit card and cash machine fees.

We will send you any regulatory alerts we are required to when you make a card payment or cash withdrawal overseas.

14.3 Foreign currency cheques

- If you ask us to pay a Foreign Cheque into your current or savings account the following terms apply:

There are two methods we use in order to pay a Foreign Cheque into your account; Negotiation or Collection. In both cases a £10 charge will be debited to your Account.

Negotiation is normally quicker than Collection, however it is not available in all cases, depending on the value, currency and country.

If we pay by Collection we will usually have to use the services of another bank (called a Correspondent bank) to deal with the cheque for us. Their costs will be deducted from the final amount paid into your Account.

### Negotiation:

- Payment by Negotiation can be used when criteria can be met.
- The funds will normally be made available to you after six working days.

### Collection:

- Payment by Collection is used if certain criteria means the cheque cannot be paid by Negotiation;
- The funds will be credited to your account when the cheque is paid. This is normally between 2-8 weeks, depending on the foreign bank.

In both cases, if the cheque is returned unpaid you will be liable for the costs set out in condition (iv)

**(i) Receiving your request to deposit a Foreign Cheque.**

- a) Send the Foreign Cheque, with your signature on the back, along with the account number and sort code you want it paid into, to the following address: Santander UK FCD Team, 1st Floor Ops Block, Bridle Road, Bootle, Merseyside L30 4GB.
- b) We will not accept liability for any Foreign Cheques until they have been received by the Santander UK Foreign Cheque Team.
- c) We will determine the most appropriate method of clearance based on the value, currency and country the cheque is drawn on.
- d) If we receive a Foreign Cheque but are unable to process it, we will return the cheque to you with the reason as soon as possible.
- e) The exchange rate used in converting the cheque from the foreign currency into pounds will be on the date of processing for cheques paid by Negotiation, and on the day we receive settlement from the drawing bank for cheques paid by Collection.

**(ii) Refusal to deposit a Foreign Cheque.**

We will not be able to pay the proceeds of a cheque into your Account if:

- there is insufficient available money (or insufficient available overdraft) in your Account to cover our fees for processing the cheque;
- we suspect it may place us in breach of any legal requirements;
- we suspect it relates to fraud or any other criminal act; or
- you are in breach of any of these Conditions or the General Conditions.

**(iii) Fees and Correspondent Charges.**

- a) You agree to pay our charges in relation to the Foreign Cheque deposit. By paying the cheque into your Account you agree to these conditions including the debiting of the relevant charges.
- b) You will also be liable for any Correspondent charges incurred in relation to the Collection of the cheque. Unless we tell you otherwise, we will deduct all Correspondent charges from the proceeds of the cheque.
- c) You will also be liable for any Correspondent charges if the cheque is returned unpaid.

**(iv) Unpaid Cheques.**

- a) If a cheque is returned unpaid (sometimes called 'bounced') your Account may be debited with a £5 charge for our costs in dealing with the unpaid cheque.
- b) If any Correspondent charges have been levied in respect of the unpaid cheque, these will also be debited from your Account. You will be notified in writing of any such charges as soon as possible after the debit. This applies to both Negotiated and Collected cheques.
- c) If the cheque is returned unpaid and we have already credited your Account, we will debit your Account with the value of the cheque, using the exchange rates which apply at the date of the debit. This means that your Account could be charged a different amount to the amount you originally received.

**(v) Your personal information.**

When using established banking relationships to process your Foreign Cheque, personal information about you may need to be provided to overseas authorities to comply with applicable legal obligations and to prevent crime. This information may include your full name, address, date of birth and account number. By making your request you consent to us sending this personal information to such overseas authorities.

**(vi) Foreign Cheque negotiation**

After we receive your request, we will provide or make available the following information:

- the date on which we received your request;
- a reference enabling you to identify the request;

- the amount deposited into your Account in pounds;
- the amount of any fees payable and, where applicable, a breakdown of those fees; and
- the exchange rate used in converting the cheque from the foreign currency into pounds.

**(vii) Foreign Cheque collection**

After we receive confirmation the Foreign Cheque has been paid, we will promptly provide or make available the following information:

- the amount deposited into your Account in pounds;
- the amount of any fees for the request payable by you and, where applicable, a breakdown of those fees; and
- the exchange rate used in converting the cheque from the foreign currency to pounds.

**(viii) Fraudulent Transactions**

In some countries, Foreign Cheques paid by Negotiation or Collection can be declared fraudulent for a period of up to seven years. Should this happen, we may debit the proceeds of the cheque from your Account (or recover the funds from you; for example, if your Account is closed). In this case we may debit your Account with the value of the Foreign Cheque, using the exchange rates which apply at the date of the debit. This means that your Account could be charged a different amount to the amount you originally received.

**(ix) Foreign currency cheque issuance**

If you ask us to issue you with a cheque in a foreign currency the following terms apply:

- a) when you request a foreign currency cheque your account will be debited immediately when we process your instruction. The conversion will be made using our current exchange rate applicable to payments made out of your account at the time the cheque is drawn;
- b) once we have issued a cheque to you, it becomes your sole responsibility to deliver this to the beneficiary. The cheque will be payable on presentation, within six months, to the bank on which it is drawn;
- c) if the cheque is no longer required or has been lost, you can ask us to cancel the cheque. Once confirmation of the cancellation is received we will re-credit your account;
- d) if the refund is in a currency that is different to your account we will convert it. The conversion will use our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited;
- e) a refund can only be made once we have received confirmation that the cheque has not been presented or has been returned to us (unless it has been stolen);
- f) any charges resulting from the cancellation, refund or stopping of a cheque may be debited to your account;
- g) special conditions apply for cancelling a cheque in some countries. For these, written confirmation from the payee, stating that they will no longer make a claim on the cheque, will be required. The timescales for this are beyond our control. If the cheque has been lost or stolen, we may require further supporting evidence in order to make a refund or reissue;
- h) if the cheque has not been presented for payment after six months, we reserve the right to cancel the cheque and re-credit your account, excluding any charges, using our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited.



## 15. Changes to your account

**Summary:** this section explains that we can change the Conditions (including interest rates and charges) that apply to your account, the reasons why we can make changes and how we will tell you about any changes.

15.1 We can change these Conditions and the Specific Conditions, including interest rates, fees and charges (including removing or adding fees or charges) and other terms where the change is to:

- take account of an actual, or reasonably expected, change in the interest rates we receive or we have to pay, for example, as a result of a change to the Bank of England Base Rate;
- reflect an actual, or reasonably expected, change in our underlying costs including any relevant funding costs; (This could include administrative and employment costs for our staff, building costs and rent for our branches and other operational costs that need to be allocated across our customer base.)
- take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body); (For example, where new rules require us to alter notice periods or the way in which we provide you with information. Or, where a court or the Financial Ombudsman makes a decision in relation to a particular customer which has an impact on all of our customers, we may need to make changes to this agreement)
- our way of doing business, including the introduction of new technology or the advancement or change in use of technology; (For example, to reflect advances in digital banking or the adoption of new ways of processing payments.)
- make them clearer or more favourable to you; or (For example, to make our terms easier to understand)
- reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

- 15.2 As you may hold an account with us for a long time, we can't anticipate everything that might happen over this period. This means we may also need to make other changes.
- 15.3 We will not change your interest rate during any specified fixed rate period.
- 15.4 Where your account is a Payment Account, we will give you at least 2 months' personal notice before we make a change, unless the change relates to a change in interest rate and:
- the change is to your advantage; or
  - the change results from an interest rate that tracks a specified external independent rate;
- or the change is to an exchange rate which tracks our reference exchange rate;
- in which case we will (for changes other than exchange rate changes) give you notice within 30 days of making the change by one or more of the following methods: personally or by displaying a notice in the national press or (for branch based accounts) in our branches, or on our website. If we put a notice in the press, we will use two national newspapers.
- 15.5 Where your account is a Non-Payment Account, we will give you at least:
- 14 days' personal notice before we decrease the interest rate on your account where the interest rate does not track a specified external independent rate, unless there is less than

£100 in the account in which case we may not give you any notice; or

- 30 days' personal notice before we make any other change (other than changes to our reference exchange rates), unless the change is to your advantage, in which case we may make the change immediately and tell you about it within 30 days by one or more of the following methods: personally or by displaying a notice in the national press or (for branch based accounts) in our branches, or on our website. If we put a notice in the press, we will use two national newspapers.

If the interest rate on your account tracks a specified external independent rate we do not need to give you any notice if we change the interest rate on your account.

15.6 We may change our exchange rates immediately and without notice to you. Our latest exchange rates are available on request.

15.7 For accounts with no fixed duration, we may also:

- convert your account to another account in our range (for example, if you are no longer eligible for the account or if we decide to no longer offer that particular type of account); or
- change interest rates, fees and charges (including removing or adding fees or charges) and other terms.

In each case, we will give you at least 2 months' personal notice before we make the change and if you are not happy you may close the account as set out in Condition 16 in Section 2A.

15.8 When we tell you about a change by giving you personal notice (or we refer to notifying you personally), this may be by post, email, a statement message, information accompanying your statement, a secure message on our Online Banking service, text on your mobile phone, or in any other way that will be sent to you individually.

## 16. If you are not happy with changes to your account

16.1 If you are unhappy with any change we make under Condition 15 in Section 2A other than a change that is to your advantage, that tracks a reference interest rate or reference exchange rate, or that is a non-material interest rate change on a Non-Payment Account (see Condition 15.4(a) in Section 2A), you are free to close your account (without loss of interest or additional charges):

- in the case of a Payment Account, at any time prior to the change coming into effect;
- in the case of a Non-Payment Account, at any time during a period of 30 days from the date of the notification (where the change is to an interest rate or charge) or a period of 60 days from the date of the notification (where the change is to another Condition);

in each case, after which you will be treated as having accepted the change.

16.2 A 'notice account' is an account where you have to give notice before you can make payments out of your account or close the account. For Non-payment notice accounts, where we are making any changes under Condition 15.4 in Section 2A, we will increase the period of notice we give you prior to the change to cover the notice period required by your account. This will ensure that if you are unhappy with the change and wish to close your account, you will have sufficient time to exercise your rights to close the account under the applicable notice provisions of your account (without loss of interest or additional charges). After this period, you will be treated as having accepted the change.

## 17. Cancellation and closing your account

**Summary:** this section explains how you can ask us to close your account and how and why we may close the account.

17.1 If, within 14 days of first opening your account, you would like to cancel your account, we will not charge you for the cancellation – simply let us know by using the contact details given in the Key

Facts Document. Otherwise the account will continue until you or we close the account. This right to cancel does not apply if the interest rate on your account is fixed for a period of time.

If you ask us to, we will help you switch to a different account.

If you have any money in your account, we will (and within 30 calendar days of you cancelling) give you back all that money (less any pending payments and interest incurred) together with any interest earned on it.

- 17.2 You or we may close your account at any time by giving the other notice without giving any reason. We may also close or suspend your current account if it has been inactive for some time. If we decide to do this we'll give you at least two months' notice (30 days in the case of Non-payment Accounts). If there is any money in the account we may transfer that money to another account you hold with us or send it to you at the last address we hold for you. If you are in significant breach of these Conditions or the Specific Conditions on your account, (or if you have failed to remedy a breach where we have asked you to do so) we may close your account on giving immediate notice or less notice than that specified in this Condition.

- 17.3 It is a condition that you do not:

- act abusively, offensively or violently towards our staff; or
- become bankrupt; or
- misuse your account; or
- act dishonestly with us; or
- act in any way to give rise to reasonable suspicion of fraud or other criminal activities.

And, if any of the above applies, you will be in breach of these Conditions and we can close your account on giving you immediate notice or less notice than that specified in Condition 17.2 in Section 2A.

We may also close your account at any time without notice where we are aware that keeping your account open would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

- 17.4 If you, or we, close your account, then:

- where you have any money in your account, we will help you switch to a different account, or give you back that money plus any interest you have earned, less any pending fees and interest you owe and less any payments you have requested before the account was closed; or
- where you have an Arranged or Unarranged Overdraft on that account, you must pay off all the money you have borrowed together with all fees and interest;
- these Conditions continue until any cheques issued and any money you owe us has been paid, and all cards and chequebooks have been returned to us;
- where you pay a regular fee for your account, we will refund you a proportion of the fee that relates to:
  - payment services on your account; and
  - any period after the date of closure which the last fee you paid covered.

- 17.5 Current Accounts

If you open a new account with another bank or building society which offers the Current Account Switch Service ('the Switch Service') and you ask to switch your account with us to your new bank or building society using the Switch Service, you will sign a Current Account Switch Agreement and Account Closure Instruction form asking them, on your behalf, to instruct us to close your Account with us. Once the 7 day Switch Service starts, your instruction to close your Account with us will be received by us and cannot be changed and we will close your Account on the date your switch completes (or when you have repaid any money owing on your Account with us, if later). For further details, please refer to Section 2B.3.

- 17.6 When your current account is closed we will, depending on the reason for closure, provide you with access to information on the transactions on your account that have taken place in the 5 years prior to the account closure, unless you tell us you do not want this information. You will also be able to request information on transactions on your account before it was closed for up to 5 years following account closure. We will give you more information about this if your current account is closed. Details will also be available on our website.

## 18. Statements

**Summary:** this section explains that we will send you account statements.

- 18.1 For joint accounts we will send one statement addressed to both of you unless you tell us in writing that you each require separate statements.
- 18.2 We will provide you with information relating to your transactions by posting them to Online and Mobile Banking usually on the day of the transaction. For current accounts, we will provide your monthly statements as e-Documents to your secure inbox in Online Banking. Where you have provided us with an email address, you will receive a confirmation when your statement is ready to view. In addition, we will send you a paper statement by post:
- monthly for current accounts, unless the eligibility criteria for opening your account says otherwise. You can ask to receive paper statements less often (every three months) or choose to be paper-free;
  - annually for savings accounts, unless you have chosen to be paper-free or your savings account is an e-product, in which case we will provide your annual statement in your document store in Online Banking. Where required we will also provide you with relevant transaction information either at the time of or after the transaction, in paper or another durable medium (such as an e-Document).

You can change your preferences on how to receive documents from us at any time within Online Banking, in branch or by calling us on **0800 9 123 123**.

For regulatory compliance, or where required by law, we may send you statements at different frequency.

## 19. Tax

Any interest earned on your account will be paid using the gross rate. This means all the interest we pay you will be without tax deducted. If the total amount of interest you receive exceeds any Personal Savings Allowance to which you're entitled, you may have to pay tax at the applicable rate. This would need to be paid directly to HM Revenue & Customs ('HMRC'). For more information, please visit gov.uk and search for 'Personal Savings Allowance'.

Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that this tax is paid.

## 20. Transferring your account

- 20.1 We can transfer all or any of our rights in relation to your account. We can also transfer any of our obligations but only to someone we consider capable of performing them. This includes us appointing an agent to recover debts, or transferring our rights to a third party for any monies owed by you to us. We will only transfer our rights and obligations under this agreement if:

- the transferee agrees to exercise the transferred rights or perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
- we reasonably think that the policy is no less favourable to you than the policy we were following before the transfer.

If we transfer our rights in respect of an overdraft on your account we will give you personal notice in advance of the transfer.

20.2 You cannot transfer any of your rights or obligations in relation to your account to someone else. This means that you cannot, for example, use the funds on your account as security for money you borrow from someone else.

## 21. Notices and contacting you about your account

21.1 Any notice must, unless otherwise specified, be given in writing:

- a) by you to us, at any of our branches, or to: 2 Triton Square, Regent's Place, London NW1 3AN, or in relation to your cards, to the Manager, Card Services, Santander House, 201 Grafton Gate East, Milton Keynes, MK9 1AN
- b) by us to you, either:
  - (i) by personal notice to you; or
  - (ii) in accordance with Condition 15 in Section 2A.

21.2 We may contact you by post at the address you have given us or, where you have provided us with your email address, mobile phone number or you have registered with our Online Banking service, we may contact you by email, text or secure message. This means we may, for example, send you notice of changes to your Terms and Conditions via one of these methods. Please remember that communications may contain confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see this.

21.2.1 If you do not want us to contact you by email, text or secure message:

- a) you may ask us at any time not to continue to do so and to indicate your future communications preference;
- b) we may still contact you with marketing information using these contact methods, unless you have separately told us not to do so;
- c) except as provided in Condition 21.4.1 in Section 2A:
  - (i) you cannot opt out of email or secure message if it is a condition of your account that it is managed online;
  - (ii) you cannot opt out of text messages if you have subscribed to Mobile Banking.

21.2.2 If we need to contact you urgently for important service or operational reasons, for example where we suspect fraud on your account, you may continue to receive important messages by the contact methods referred to in Condition 21.2 in Section 2A. In some cases, we may still contact you by post, for instance where there is a legal obligation to do so.

21.3 You must ensure that the contact details you provide are accurate. It is therefore important that you notify us of any name, address, email or mobile phone number changes. If you do not inform us of any changes you may not receive important account information, including notices of changes (for example changes to Terms and Conditions, interest rates and fees) or pre-notification of fees or overdraft interest rates that are to be applied to your account. In this instance, these changes or fees/interest rates will still be applied. You will be able to find the latest version of our Terms and Conditions and Key Facts Documents on our website, in your local branch or by contacting us by phone.

### 21.4 Alerts Service

21.4.1 We will register you for a free alerts service on your current account. This means that we will automatically send you messages about Arranged and Unarranged Overdrafts to help you avoid or minimise any charges. We may also register you for other alerts to help you manage your account in the future.

The alerts will be sent by SMS. Alternatively, if you currently receive these alerts by email, you will continue to do so unless you tell us otherwise. If you have Mobile Banking, we may choose to send these alerts by push notification in the future.

Once registered, you can opt-out or update the mobile number used for alerts in Online Banking, by calling us, or visiting your local branch.

21.4.2 We can also provide you with other alerts which allow you to obtain information relating to the balance and transactions on your account via the different alerts available. You can find out more details about these alerts and request to receive them in Online Banking, by visiting a branch or by calling us.

If you have Online Banking, you automatically have access to this alerts service. You can change or cancel alerts at any time through Online Banking, in branch or by calling us.

21.4.3 We will only send you each message once. If you delete a message we cannot send it again.

21.4.4 All balances in any alert will be correct as at the date and time stated in the alert. The balance may include transactions that are still being processed and therefore subject to change.

21.4.5 If we do not send an alert or if it is inaccurate, we will only be responsible for any charges you incur on your account which you could otherwise have avoided.

## 22. Inability to provide services

If we are unable to provide services because of causes beyond our control, we will not be responsible for any loss you suffer.

## 23. Call recording/monitoring

To help us improve our service we may record or monitor phone calls.

## 24. Enforcement costs

We can charge your account with our reasonable costs of enforcing these Conditions. These costs can include costs in tracing you, collection agency costs and legal costs. These costs are due and payable immediately.

## 25. Law

25.1 English law applies to these Conditions (unless your Specific Conditions say otherwise). You and we agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions, except where:

- a) you open your account in a branch in Scotland, where the courts of Scotland will have jurisdiction; or
- b) you open your account in a branch in Northern Ireland, where the courts of Northern Ireland will have jurisdiction.

25.2 These Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.

## 26. When we can use money between accounts

26.1 If any money is overdue for payment on any other account you have with us (such as a loan, mortgage, credit card or overdraft), we may take the money you owe us out of your account. We can do this where you have accounts which are held in your sole name as well as joint accounts you hold with another person. Where possible, we will give you advance notice unless we reasonably think that you may move your money to stop us.

26.2 We can also apply Condition 26.1 in Section 2A to pay money you owe on other accounts which you hold with any other member of the Santander Group of companies in the UK.

## 27. Entire agreement

27.1 These Conditions (including the Specific Conditions within the Key Facts Document) are all the terms agreed between you and us regarding your account.

27.2 Each Condition (including any Specific Condition) is separate from all other Conditions, so that if one Condition is found to be invalid or unenforceable it will not affect the other Conditions.

## 28. Making a complaint

If for any reason you're unhappy with the service we've provided then please contact our dedicated complaints department on **0800 171 2171**. We will aim to provide you with a decision as quickly as we can. Our Complaints Leaflet is available upon

request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [Santander.co.uk](https://www.santander.co.uk).

You may also be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at:

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

Firms providing payment services, such as banks and credit card issuers must follow legal requirements under the Payment Services Regulations. These include providing you with the appropriate information about your transactions and requirements around how they operate your account.

If you think we've failed to meet these legal requirements, you can complain to the FCA. For more information, visit <https://www.fca.org.uk/consumers/how-complain/submit-information-payment-services-e-money-firm>

## 29. Important information about compensation arrangements

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

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

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website **[www.FSCS.org.uk](https://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.

## 30. Dormant accounts

- 30.1 If you do not make any transactions on your account for one year in the case of current accounts and three years in the case of savings accounts then we may treat your account as being dormant to remove the risk of fraudulent activity. This means that we will stop sending you statements, letters and cards.

To make your account active again, you will have to go into one of our branches and show personal identification such as a passport or driving licence. If you are unable to visit us in a branch, please call us on **0800 587 3344** for further advice.

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

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

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

you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

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

## 31. Your information

- 31.1 You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).
32. **Tax – applicable if you are covered by the tax requirements of another country**
- 32.1 We may be legally obliged to disclose information about you and your Account to HMRC, who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force. You agree that we may provide any documentation or information to HMRC that they may be obliged to share with an overseas Tax Authority in accordance with the provisions of any law, legislation or regulation of the UK.
- 32.2 You will agree to provide us with personal information, declarations or certifications that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether your account details will need to be reported to HMRC or another overseas Tax Authority in line with Condition 32.1 in Section 2A above.
- 32.3 You agree to inform us promptly in writing if any of your personal information changes or there is any change in the circumstances following any certification that you may have provided to us.
- 32.4 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

# Section 2B – Current Account Important Information

## Section 2B.1: Current Account Terms and Conditions

### 1 Introduction

These Conditions apply to all current accounts no matter which type of current account you have chosen. Where relevant, Specific Conditions may also apply to your chosen current account. The Specific Conditions are provided to you when you open your account within the Key Facts Document. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies.

### 2 Payments into your account

- 2.1 You may need to make regular payments into your current account and this will be notified to you before you open your current account. Please see the Key Facts Document.

- 2.2 If you do not maintain regular payments into your current account, we may close the account.

For more details on our rights to close your current account, see Section 2A, Condition 17.

- 2.3 You may also be expected to pay a minimum regular amount into your current account in order to benefit from specific account features. If this is the case, we will notify you of the minimum amount required and how often the payments must be made in the Key Facts Document.

### 3 The debit card or cash card

- 3.1 If you do not have a cash card or debit card, and your current account allows you to have one at any time (subject to your

circumstances), you may request one by contacting us, and we will send you a cash card or debit card and a PIN along with written details explaining its key features.

### 3.2 Using your cash card or debit card

- a) You may need to activate your cash card or debit card once you have received it, in accordance with the instructions received.
- b) Your cash card or debit card can be used to for cash withdrawals.
- c) Fees may be payable for some uses of the card. These are detailed in Condition 8 of Section 2B.1.
- d) You can change the PIN for your cash card or debit card at any LINK cash machine which has a PIN Service facility.

### 3.3 If a cash card or debit card is sent to you, we will renew it from time to time with the same type of card or a different type of card covered by the agreement which you qualify for at that time.

### 3.4 Authorisation and refunds of debit card transactions

- a) We may be requested to authorise a purchase or other payment you make with your debit card before it can be completed. If we do, your current account balance will be reduced by the amount of the authorisation. We may refuse a request for authorisation.
- b) After you have used your debit card to make a payment, you cannot cancel that payment.
- c) Where a retailer or other person you have paid with your debit card gives you a refund, your current account will be re-credited when we receive the refund.

## 4 Refunding debit card and Direct Debit transactions

### 4.1 You may ask us to refund a debit card payment if you satisfy all of the following conditions:

- a) at the time you authorised the payment, the person you agreed to pay did not tell you the exact amount of the payment in question;
- b) the amount of the payment in question was higher than what you reasonably expected to pay;
- c) we agree that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, any relevant Conditions in these Conditions or the Specific Conditions (including any spending limits on your current account) and any other relevant circumstances, and we may ask you to provide such information as is reasonably necessary for us to assess this; and
- d) you ask us to make the refund within eight weeks of the date the payment is taken from your current account.

### 4.2 If you make a request for a refund under Condition 4.1 of Section 2B.1 then, within 10 Working Days of the date we receive that request (or, if we ask for more information under Condition 4.1.c of Section 2B.1), within 10 Working Days of the date we receive that information) we will either:

- a) refund the payment in full; or
- b) tell you the reasons why we do not agree to the refund.

### 4.3 You are not entitled to a refund under Condition 4.1 of Section 2B.1 where:

- a) you (or someone authorised by you) have given us consent directly to make the payment; and
- b) if applicable, we (or the person you agreed to pay) have given you information on the payment in question at least four weeks before the due date of that payment.

### 4.4 You are not entitled to a refund under Condition 4.1 in Section 2B.1 if the reason that the payment in question was higher than you reasonably expected to pay is due to a change in any

currency exchange rate.

### 4.5 Nothing in Condition 4 in Section 2B.1 limits your rights under the Direct Debit Guarantee Scheme.

## 5 Cancellation of Direct Debits and standing orders

- a) You may cancel a Direct Debit up to the end of the Working Day preceding the day agreed for transferring the money. To cancel the Direct Debit you should give us details of the date and amount of the payment you want us to cancel and the name and reference of the recipient.  
You should also advise the recipient. You may also cancel a Direct Debit by only telling the recipient and not telling us, but they will need longer to cancel it.
- b) You may cancel a standing order by telling us. You can do this up to the end of the Working Day preceding the day before the money is due to be transferred. To cancel a standing order you should give us details of the date and amount of the payment you want us to cancel and the name and sort code of the person you instructed us to pay.

## 6 Cheques, counter cheques and bankers' drafts

You must not write a future date on a cheque. If you do, and the cheque is presented for payment before that date, it may be paid immediately or returned unpaid. In either case, we will not be responsible for any loss.

## 7 Overdraft services

### 7.1 Requesting an overdraft

- a) You may be able to borrow money from us by way of an overdraft on your current account.

An overdraft is intended as a form of short term borrowing and is generally not suitable for long term borrowing. There are two different overdraft services available on your current account. They are:

- (i) an Arranged Overdraft service; and
  - (ii) an Unarranged Overdraft service.
- b) Details of all fees and interest payable in relation to each of these overdraft services are set out in the Key Facts Document and the Fee Information Document. Whether you will be charged fees or interest in respect of these overdraft services depends on your particular type of account and this is explained in the Key Facts Document. You will be given a copy before you apply for your current account. You can also find details of all our interest rates and fees on our website or by contacting us using the contact details set out in this document.

### 7.2 Arranged Overdraft

- a) You can talk to us about requesting an Arranged Overdraft during or at any point after opening an account with us. If you are an existing customer you can request an increase to or a reduction of an existing Arranged Overdraft. We may either:
  - (i) tell you the maximum amount that we agree you can borrow;
  - (ii) refuse your request; or
  - (iii) agree to your request
- b) When you request an Arranged Overdraft, we will tell you how long it is likely to take for us to process your request. If we agree to give you an Arranged Overdraft, we will tell you when the Arranged Overdraft will become available to you.
- c) Depending on your particular account, interest may be payable by you at the Arranged Overdraft rate on any money you borrow by way of an Arranged Overdraft. Please see the Key Facts Document or the Fee Information Document for details on whether the Arranged Overdraft rate applies to your particular type of account.
- d) Depending on your particular account, Arranged Overdraft

interest or fees may be payable when you have a sufficient Arranged Overdraft to cover the payments being made from your account during the course of the day and your account is in an Arranged Overdraft. Please see the Key Facts Document or the Fee Information Document for details on whether Arranged Overdraft interest or fees apply to your particular type of account.

**7.3 Unarranged Overdrafts**

- a) Without contacting us at all, you can also request an Unarranged Overdraft by trying to make a payment from your current account:
    - (i) where you do not have enough available money in your account to make the payment and you have no Arranged Overdraft; or
    - (ii) the payment causes your current account to go over, or further over, any Arranged Overdraft limit we have previously agreed with you,
- and in either case this is referred to as an Unarranged Overdraft request.
- b) You will automatically be treated as requesting an Unarranged Overdraft if you do not have enough available money in your current account, or enough unused Arranged Overdraft with us and:
    - (i) you try to make a payment from your current account using your debit card or by cheque;
    - (ii) you try to withdraw money from your current account;
    - (iii) you have made one or more payments from your current account against a cheque which is later returned unpaid;
    - (iv) you try to make a payment against a deposit in your current account which has not been processed; or
    - (v) you allow an automated payment, such as a Direct Debit or a standing order, to be processed on your current account.

(vi) fees or interest are charged to your account

- c) We may agree to give you an Unarranged Overdraft or we may refuse to do so. If we agree to your Unarranged Overdraft request, we will give you an Unarranged Overdraft to cover the amount of the withdrawal or the payment involved. Depending on your particular account, Unarranged Overdraft interest may be payable for any day which you are using an Unarranged Overdraft.

**7.4 General Conditions for all overdrafts**

- a) You can repay your overdraft, or cancel your Arranged Overdraft at any time. To cancel your Arranged Overdraft you must repay the money that you have borrowed under your Arranged Overdraft before the cancellation can be completed. You must also pay all the fees and interest applicable to your overdraft.
- b) We have the right to change your Arranged Overdraft limit at any time. We can also require you to repay the whole or any part of your Arranged and/or Unarranged Overdraft at any time.

We will usually give you 30 days' notice of our intention to change your Arranged Overdraft limit or repay the whole or any part of any overdraft, however we may do either of these things without advance notice to you where it would be reasonable for us to do so.

- c) We also have the right to pay off or reduce any borrowing on your current account by transferring funds from any other accounts you have with us (other than a mortgage account).

**8 Interest and fees**

Please see the table below and the Key Facts Document or the Fee Information Document for details of when fees for standard account services and interest due from you are payable and when they will be taken from your account. Please also see the Key Facts Document or the Fee Information Document for details of when interest is payable to your account.

**8.1 Non-standard account service fees which apply to current accounts**

Type of transaction or service	Fees for all accounts unless we say otherwise
Banker's draft	£10
Fee for a counter cheque (you must withdraw over £1,000)	£10
Cancelling a cheque (in pounds)	Free
Photocopying cheques	£4 a cheque
Foreign currency cheque deposit	£10 for each cheque (the paying bank may also charge you)
Issuing a foreign currency cheque	£10
Cancelling a foreign currency cheque	£25
CHAPS and International Payments	£25
Single Euro Payments Area (SEPA) - non-urgent euro transfer	Free
Cashback and/or interest breakdown	£10
Weekly statements	£1.50 a month

**8.2 Cash withdrawals and debit card payments in the UK**

Type of transaction or service	Fees for all accounts unless we say otherwise
Cash withdrawal in pounds in the UK from Santander cash machines	Free
Cash withdrawal in pounds in the UK from LINK cash machines	Some cash machines may impose a charge
Debit card payments in pounds in the UK	Free

**8.3** Cash withdrawals and debit card payments in foreign currency (in and outside the UK)

Type of transaction or service	Fees for all accounts unless we say otherwise
Foreign currency conversion fee for cash withdrawals and debit card payments	2.95% of the value

**8.4** Cash withdrawals in foreign currency outside the UK at Santander cash machines when using a Santander debit card or cash card in Spain

Type of transaction or service	Fees for all accounts unless we say otherwise
Foreign currency conversion fee for cash withdrawals using a Santander cash machine in Spain using a Santander debit card	Free
Foreign currency conversion fee for cash withdrawals using a Santander cash machine in Spain using a cash card	2.95% of the value.

**8.5** Cash withdrawals in foreign currency or pounds outside the UK at Santander cash-machines when using a Santander Select debit card in Spain, Portugal, Poland, Germany, Argentina, Brazil, Chile, Mexico, Puerto Rico, Uruguay and the USA.

Type of transaction or service	Fees for all accounts unless we say otherwise
Foreign currency conversion fee for cash withdrawals	Free

**8.6** If you use your debit card for a transaction in a foreign currency, Visa or Mastercard will convert it into pounds the day it is processed, using the Visa or Mastercard exchange rate. You can find out the exchange rate by visiting [www.visaeurope.com/making-payments/exchange-rates for Visa cards or www.mastercard.com/global/currencyconversion/index.html](http://www.visaeurope.com/making-payments/exchange-rates-for-Visa-cards-or-mastercard.com/global/currencyconversion/index.html) for Mastercard cards or by calling us on **0800 9 123 123**. Currency conversion rates can fluctuate between the time you make the transaction and the point at which the payment is processed by Visa or Mastercard.

**Please note:** If given the option of paying in either local currency or pounds, ensure you choose local currency unless you are certain that the exchange rate and any fee is more favourable. If you choose pounds, it means that the retailer or bank will handle the conversion and may charge you a conversion fee, a foreign usage fee, or both.

## Section 2B.2: Fair fees policy

We want to be open and fair in how we charge you for using our overdraft services. To help us do this, we work to the following principles.

- o Where overdraft interest or fees are incurred in any monthly statement period, we will notify you following the end of the statement period of the amount of overdraft interest or fees that you have incurred. We will take the overdraft interest or fees from your account 22 days from the end date of the monthly statement period in which they were incurred.
- o We may cap the amount of overdraft interest or fees that can be incurred in any monthly statement period. Please refer to your product specific Key Facts Document and the Fee Information Document for the caps that apply to your current account.
- o We offer a range of free text-message alerts designed to help make day-to-day banking at Santander even easier. If you have provided your mobile phone number we will automatically enrol you into an alerts service which sends you messages via SMS about Arranged and Unarranged Overdrafts. If you currently receive these alerts by email, you will continue to do so unless you tell us otherwise. We may send alerts by push notification in Mobile Banking in the future.
- o We allow you time to manage your account so, if you should use an Arranged or Unarranged Overdraft, you will have until 8pm that day to pay money back into your account, with cleared funds, and move your balance back to an Arranged Overdraft or credit position.
- o We will always be willing to discuss your financial situation and to help find appropriate ways of dealing with any financial difficulties you may have with your current account.
- o If you have any questions or would like more information, please visit one of our branches or call us on **0800 9 123 123** and we will be happy to help you. If you find yourself in financial difficulty, you should talk to us.

Note: You should always ensure there are sufficient funds available to support all payments from your account. If you pay money into your account on the day a payment is due to be made, there may be some situations, out of our control, where we may not be able to ensure the payment is made. If you need any help understanding making payments, please speak with a member of staff.

## Section 2B.3: Specific Conditions: 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.



### Switching your current account

Santander UK plc is a participant in the Current Account Switch Service. The following Service Conditions set out the terms and conditions under which the Current Account Switching Service is provided.

These Service Conditions are part of the Current Account Switch Agreement and, by signing the Switch Agreement (on a separate form), you agree to these Service Conditions which will apply to the switch of your current account to us. For the avoidance of doubt any reference to "Agreement" in the Conditions set out below in this Section 2B. 3 is a reference to the Current Account Switch Agreement. You should also read these in conjunction with the 'Switching your account to us' Key Facts Document.

#### 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 clause 1.14 of the 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 clause 1.14 of the 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) 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 Condition 5 of Section 2B.3 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 J5 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 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 the effect from the date your old sort code is 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 or is made available 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 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.



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



**0800 0 234 567** free for people phoning from a 'fixed line' (for example, a landline at home), or



**0300 123 9 123** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.



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



[www.financial-ombudsman.org.uk](http://www.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;

- o to reflect the introduction of or changes to technologies or other innovations or changes;
  - o to payment systems or schemes; and
  - o 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 paragraph 1.15 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 not 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:
- o Visiting your local branch
  - o Writing to us at 9 Nelson Street, Bradford BD1 5AN
  - o Secure message via our website – santander.co.uk – Contact Us – General Enquiries
  - o telephoning us on **0800 085 2202**
- 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 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 for signature (e.g. online or over the phone), 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:**
- o You can continue to use your Old Bank account because it will not be closed.
  - o Details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account.
  - o No balance transfer will take place.
  - o No payment redirection activities will be undertaken.
- 6. During the 6 Working Days before the Switch Date:**
- o Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
  - o 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 for details about how to do this) if you wish to cancel any of them.
  - o 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.
  - o 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):**
- o Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
  - o 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 for details about how to do this) if you wish to cancel any of them.
  - o The balance transfer from your Old Account to your New Account will have been completed.
  - o 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, 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, unrepresented 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

- o Visiting your local branch
- o Writing to us at 9 Nelson Street, Bradford BD1 5AN
- o Secure message via our website arrangements – [santander.co.uk](mailto:santander.co.uk) – Contact Us – General Enquiries
- o Telephoning us on **0800 085 2202**

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 Our data protection officer details are: Data Protection Officer (DPO) at 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 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 [ico.org.uk](http://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 your Old Bank account before you decide to use the switch service.

# Section 2C – Savings Account Terms and Conditions

These Conditions apply to all savings accounts and will apply no matter which type of savings account you have chosen. Where relevant, Specific Conditions may also apply to your chosen savings account. The Specific Conditions will be provided to you when you open your account. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies.

## 1 Joint accounts

Your account may be held jointly with one or more other persons.

Some accounts may have restrictions on the number of account holders; please ask us for details if this information is not set out in your Specific Conditions.

## 2 Direct Debit transactions

2.1 If your savings account offers a Direct Debit facility then Conditions 4 and 5 of Section 2B.1 will also apply.

2.2 We offer inbound Direct Debits on some savings accounts (that is the Direct Debit is set up on another account and the payment is received into your savings account). Where money is paid into your account through this method, interest will start to be earned on the day of receipt.

## 3 Overdrafts

Our overdraft services are not available on your savings account.

## 4 Wage and salary mandates

We do not accept wage or salary mandates into savings accounts.

## 5 Savings account fees

Items	Charge
Banker's draft	£10
Replace a lost passbook	£10
Account transaction statement	Free
Detailed account interest calculations (see note 1)	£10 (see note 2)
All status enquiries and a banker reference	£10 (see note 3)
Photocopying cheques	£4 a cheque
CHAPS, EEA and International Payments	£25
SEPA (non-urgent euro transfer)	Free
Foreign currency conversion fee for cash withdrawals	2.95% of value
Presentation of foreign exchange	Free

Note 1: These services are dealt with by Head Office rather than your local branch, so please allow ten Working Days from receipt of written request and payment.

Note 2: A general worked example showing how savings account interest is calculated is free.

Note 3: The account holder, a third party or another bank may request confirmation in writing on the status of your account (what account is held, when the account was opened, what the current balance is). Please note written consent is required by the account holder for this request to be processed.

# Section 2D – Cash ISA Terms and Conditions

These Conditions apply to all of our cash ISAs. Some of our cash ISAs may have Specific Conditions. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies.

Money paid into your cash ISA goes into a deposit account in your name with Santander UK plc. Your ISA Manager is Santander UK plc.

You should read these Conditions carefully. If there is anything you do not understand, please contact us.

## Definitions and glossary

Certain words have a specific meaning throughout these Conditions. These words and their meaning are listed below.

**Associate Company** – Santander UK plc or any of its subsidiary companies or any company in the Santander Group.

**FCA** – The Financial Conduct Authority.

**ISA** – Individual Savings Account.

**ISA Manager** – A firm authorised to manage ISAs.

**ISA Regulations** – The Individual Savings Account Regulations 1998, including any future changes.

**Regulator** – An organisation which regulates any of their companies.

**Revenue** – HM Revenue & Customs.

**Santander** – Santander UK plc.

**Tax Year** – The period from 6 April in a year to 5 April of the following year.

## 1. Eligibility

- 1.1 You must be resident in the UK for tax purposes. If you are not sure whether you are eligible for an ISA, you should contact the Revenue.
- 1.2 You must be 16 years of age or over to pay into a cash ISA.
- 1.3 A cash ISA can only be opened in your own name.
- 1.4 Joint accounts are not allowed.

## 2. Start date

Your cash ISA will begin as soon as we accept your application and receive your payment. If we do not accept your application, we will return any payment we may have received.

## 3. Paying into your ISA

- 3.1 You must make payments into your ISA with your own money. Your payments must not go over the limits laid down in the ISA Regulations and must not be less than any minimum we have told you about.
- 3.2 Details of how you can pay into your ISA are included in the Key Facts Document.
- 3.3 If you do not pay into your ISA during a Tax Year and want to pay in a following Tax Year, you will need to complete a Cash ISA declaration before we can accept your further payment. This is a requirement of the ISA Regulations.
- 3.4 You cannot pay into your ISA if you are not resident in the UK for tax purposes, but the account can remain open.

## 4. Tax

The ISA Regulations say that you do not have to pay tax on the income or capital gains from your ISA. This may change in the future. If you die on or before 5 April 2018, any tax free benefits of your ISA will end when you die.

If you die on or after 6 April 2018, any tax benefits of your ISA can continue until the earlier of:

- o The completion of the administration of the your estate.

- o The closure of the account.
- o The third anniversary of your death.

## 5. Withdrawing money from or cashing in your ISA

- 5.1 You can withdraw or cash in some or all of your ISA at any time, except where stated otherwise in the Specific Conditions. Once you have deposited the maximum allowed under Revenue regulations, you will not be able to make any more deposits in that Tax Year, even if you have made withdrawals. Details of how you can make withdrawals are included in the Key Facts Document.
- 5.2 If you are withdrawing from a cash ISA, we will normally process your request within five Working Days of receipt, however you may request a date after this period if you wish.
- 5.3 Under the ISA Regulations, we can take up to 30 days to process your request.
- 5.4 For all ISAs, the amount you get when you withdraw or close your ISA, may be affected by any money we keep under Condition 7.
- 5.5 If you close your cash ISA and you have subscribed during the current tax year, you cannot then open and subscribe to another cash ISA in the same Tax Year.
- 5.6 Our overdraft services are not available on any cash ISAs.

## 6. Death

The proceeds from your ISA will form part of your estate for the purposes of calculating any inheritance tax due. We will pay the money in the ISA, together with any interest earned, to your personal representatives. They must first prove to us that they have the authority to receive the money.

### 6.1 Tax efficient status for deceased ISA customers

If you die on or before 5 April 2018, any ISAs held by you at the date of your death will be closed and any interest paid after the date of death will be paid gross.

If you die on or after 6 April 2018, any ISAs held by you at the date of your death will be allowed to remain open until the earlier of:

- o the completion of the administration of the your estate; or
- o the closure of the account; or
- o the third anniversary of the your death, and any interest paid after the date of death will continue to be paid tax free.

No subscriptions or ISA transfers are allowed following your death.

## 7. When we can keep money from the proceeds of your ISA

We are entitled to use any cash in your ISA:

- 7.1 a) to pay our charges;
- b) to pay any tax or other amount necessary to the Revenue or other government agency in relation to your ISA.
- 7.2 If we do not know how much the tax or other amount will be, we may keep an amount of cash that we feel is reasonable and appropriate.

## 8. Who owns the cash in your ISA?

You own the cash either directly or indirectly, as explained in these Terms and Conditions. You are not allowed to transfer your rights to the cash to any other person.

## 9. Other people

Our relationship is with you and we will not recognise the interest or claim of any other person, unless by law we have to. For example, this means that you cannot use any of the cash in your ISA as security for any borrowing or other money which you owe.

**10. Transferring out**

10.1 By providing a Transfer Instruction to another ISA Manager which is approved under the ISA Regulations, you may ask us, at any time, to transfer all or part of your ISA to that ISA Manager. We will process your request within five Working Days of receipt, however you may request a date after this period if you wish.

10.2 Under the ISA Regulations, on receipt of a request to transfer your money from your cash ISA to another ISA, we will send your money and accompanying information to your new ISA Manager within five Working Days from our receipt of the request from your new ISA Manager.

10.3 Except for any money we keep under Condition 7 in Section 2D we will pay the proceeds to the other ISA Manager on a date we, you and the other ISA Manager agree. The transfer will also depend on the ISA Regulations which, for example, do not allow you to partly transfer payments made during the same Tax Year as the transfer.

**11 Transferring in**

11.1 If you have an existing ISA, you can transfer all or part of it to any of our cash ISAs, where the Specific Conditions of the product allow this.

11.2 We do not charge for this service, however your existing ISA Manager may apply an exit charge.

**12 When we may close your ISA**

12.1 We can give you three months' written notice if we plan to stop managing your ISA because:

- a) we decide in good faith that it is no longer reasonably practical for us to keep to the ISA Regulations;
- b) we decide that managing the type of ISA which you hold has stopped being commercially worthwhile for us.

During the period of notice you can transfer your ISA to another ISA Manager (Condition 10 in Section 2D). If you do not transfer your ISA during the period of notice, we may then close your ISA.

12.2 We may close your ISA if you cash it in.

12.3 If we discover or the Revenue tells us that your ISA has or will become 'void', we will give you written notice of this straight away and we will have to close your ISA.

12.4 If we close your ISA, we must follow the ISA Regulations.

12.5 If we believe that there are exceptional circumstances that require us to urgently close your ISA, we may do so without prior notice as stated in Condition 12.1 in Section 2D. We will not be responsible to you for any loss, liability or damage that you suffer as a result of closing the ISA. We will give you all relevant information and certificates that relate to tax that you need under the ISA Regulations.

Except for any amount we keep under Condition 7 in Section 2D, we will pay the proceeds of your ISA to you.

**13 Cancellation rights**

You can cancel your ISA by writing to us within 14 days of making your first payment. We will return your money in full, together with any interest earned. Please note that if you transfer in funds from your existing ISA and subsequently cancel the account, your existing ISA provider may not accept the return of the ISA funds. In this case you can either continue to save with us or transfer your ISA in full to another ISA provider. You'll need to contact your new ISA provider to arrange the transfer. If you don't exercise your right to cancel, the cash ISA will continue with us.

**14 Using others to carry out our duties**

14.1 We may use the services of an Associate Company to carry out administrative duties relating to your ISA and pass all appropriate information to them. This will depend on the following:

- a) We must keep responsibility for the way these duties are carried out.
- b) We must be satisfied that the Associate Company is able to carry out the duties.

14.2 We may appoint, in our place, an Associate Company as manager of your ISA. This will depend on the following:

- a) The Associate Company must be approved under the ISA Regulations as an ISA Manager.
- b) We must give you notice in writing beforehand, so that you have the chance to transfer your ISA to a different ISA Manager if you prefer.

**15 Notices given by you**

Any notice under these Terms and Conditions must be given by you to:

Santander UK plc  
ISA Customer Services  
PO Box 1112  
9 Nelson Street  
Bradford BD1 9NR

This address will apply both to us and to Associate Companies.

**16 Your address**

The address that you give us must be your permanent home address.

# Section 2E – Cash Junior ISA Terms and Conditions

These Conditions apply to our cash Junior ISAs. Our cash Junior ISAs may have Specific Conditions. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies. Any Specific Conditions that apply to our cash Junior ISAs will be set out in a Key Facts Document which we will provide to you when the cash Junior ISA is opened.

Money paid into a cash Junior ISA goes into a deposit account in the Child's name with Santander UK plc. The ISA Manager is Santander UK plc.

The Child and if applicable, the Registered Contact, should read these Conditions carefully. If there is anything they do not understand, please contact us.

## Definitions and glossary

Certain words have a specific meaning throughout these Conditions.

These words and their meaning are listed below.

**Associate Company** – Santander UK plc or any of its subsidiary companies or any company in the Santander Group.

**Child** – the child who owns the cash Junior ISA and is the beneficiary of the funds held in the cash Junior ISA.

**CTF** – Child Trust Fund. A CTF is a long-term tax-free savings account for children. You can't apply for a new CTF because the scheme was closed in 2011 and replaced with Junior ISAs.

**FCA** – The Financial Conduct Authority.

**JISA** – Junior Individual Savings Account. A JISA is a long-term tax-free savings account for children. JISAs were introduced in 2011 to replace CTF.

**ISA Manager** – A firm authorised to manage ISAs.

**ISA Regulations** – The Individual Savings Account Regulations 1998, including any future changes.

**Registered Contact** – the person who manages the cash JISA.

**Regulator** – An organisation which regulates any of their companies.

**Revenue** – HM Revenue & Customs.

**Santander** – Santander UK plc.

**Tax Year** – The period from 6 April in a year to 5 April of the following year.

**We/Us/Our** – Santander UK plc.

## 1. Eligibility

Please see the cash JISA Key Facts Document for Specific Conditions relating to eligibility for cash JISAs.

## 2. Start date

The cash JISA will begin as soon as we accept the Child's application or if applicable, an application made on the Child's behalf by the Registered Contact and an opening payment is received. If we do not accept an application, we will return any payment we may have received to the Child or if applicable, to the Registered Contact.

## 3. Management of the cash JISA

Please see the cash JISA Key Facts Document for Specific Conditions relating to management of cash JISAs.

## 4. Paying into your cash JISA

4.1 Any deposit into the cash JISA is a gift to the Child and unless the cash JISA is cancelled in accordance with Condition 14 in Section 2E, no deposits can be repaid, subject to certain exceptions as defined by the HMRC.

4.2 Please see the cash JISA Key Facts Document for Specific Conditions relating to paying into cash JISAs.

## 5. Tax

The ISA Regulations say that the Child does not have to pay tax on the income or capital gains from the cash JISA. This may change in the future. The tax free benefits of the JISA will end when the Child dies.

## 6. Withdrawing money from or cashing in the cash JISA

6.1 For all cash JISAs, the amount received when the Child or if applicable the Registered Contact, withdraws or closes the cash JISA, may be affected by any money we keep under Condition 8 in Section 2E.

6.2 Our overdraft services are not available on any cash JISAs.

6.3 Please see the cash JISA Key Facts Document for Specific Conditions relating to withdrawing money from cash JISAs.

## 7. Death

If the Child dies, the tax-free benefits which apply to the cash JISA will stop.

The proceeds from the cash JISA will form part of the Child's estate for the purposes of calculating any inheritance tax due. Interest arising after the date of death will be paid gross. We will pay the money in the cash JISA, together with any interest earned, to the Child's personal representatives. They must first prove to us that they have the authority to receive the money.

## 8. When we can keep money from the proceeds of the cash JISA

8.1 We are entitled to use any cash in the cash JISA:

- a) to pay our charges;
- b) to pay any tax or other amount necessary to the Revenue or other government agency in relation to the cash JISA.

8.2 If we do not know how much the tax or other amount will be, we may keep an amount of cash that we feel is reasonable and appropriate.

## 9. Who owns the cash in the cash JISA?

The rights to the cash JISA belong to the Child. Neither the Child nor, if applicable, the Registered Contact are allowed to transfer those rights to any other person.

## 10. Other people

Our relationship is with the Child and we will not recognise the interest or claim of any other person, unless by law we have to. For example, this means that the funds in the cash JISA cannot be used as security for any borrowing or other money which the Child owes.

## 11. Transferring out

11.1 By providing a transfer instruction to another ISA Manager which is approved under the ISA Regulations, the Child or if applicable the Registered Contact, may ask us, at any time to transfer all or part of the cash JISA to that ISA Manager. We will process the request within five Working Days of receipt,

however the Child or if applicable the Registered Contact, may request a date after this period if preferred.

- 11.2 Under the ISA Regulations, on receipt of a request to transfer the Child's money from the cash JISA to another JISA, we will send the Child's money and accompanying information to the new ISA Manager within five Working Days from our receipt of the request from the new ISA Manager. **11.3** Except for any money we keep under Condition 8 in Section 2E, we will pay the proceeds to the other ISA Manager on a date we, the Child or if applicable the Registered Contact and the other ISA Manager agree. The transfer will also depend on the ISA Regulations which, for example, do not allow the Child to partly transfer payments made during the same Tax Year as the transfer.
- 11.4 The partial transfer of cash JISA investments can only be made to a JISA of a different type (cash or stocks and shares). A transfer from a cash JISA to another cash JISA or a stocks and shares JISA to another stocks and shares JISA must involve the transfer of the entire contents of the 'old' JISA.

## 12. Transferring in

- 12.1 If the Child has an existing JISA, the Child, or if applicable the Registered Contact, can transfer all or part of it to any of our cash JISAs, where the Specific Conditions of the product allow this. The transferring of cash JISAs is subject to the Child not having two accounts of the same type at the end of the transfer process.
- 12.2 We do not charge for this service, however the existing cash ISA Manager may apply an exit charge.

## 13. When we may close your cash JISA

- 13.1 We can give the Child or if applicable the Registered Contact three months' written notice if we plan to stop managing the cash JISA because:
- We decide in good faith that it is no longer reasonably practical for us to keep to the ISA Regulations;
  - We decide that managing the type of JISA which the Child holds has stopped being commercially worthwhile for us.

During the period of notice, the Child or if applicable the Registered Contact, can transfer the cash JISA to another ISA Manager under Condition 11 in Section 2E. If the Child or if applicable the Registered Contact, do not transfer the cash JISA during the period of notice, we may then close the cash JISA.

- 13.2 We may close the cash JISA if the Child or if applicable the Registered Contact, cash it in.
- 13.3 If we discover or the Revenue tells us that the cash JISA has or will become 'void', we will give the Child or if applicable the Registered Contact, written notice of this straight away and we will have to close the cash JISA.
- 13.4 If we close the cash JISA, we must follow the ISA Regulations.
- 13.5 If we believe that there are exceptional circumstances that require us to urgently close the cash JISA, we may do so without prior notice as stated in Condition 13.1 in Section 2E. We will not be responsible to the Child for any loss, liability or damage that the Child suffers as a result of closing the cash JISA. We will give the Child or if applicable the Registered Contact, all relevant information and certificates that relate to tax that the Child or if applicable the Registered Contact need under the ISA Regulations.

Except for any amount we keep under Condition 8 in Section 2E, we will pay the proceeds of the cash JISA to the Child or if applicable the Registered Contact.

## 14. Cancellation rights

Please see the cash JISA Key Facts Documents for Specific Conditions relating to cancellation rights for cash JISAs.

## 15. Using others to carry out our duties

- 15.1 We may use the services of an Associate Company to carry out administrative duties relating to the cash JISA and pass all appropriate information to them. This will depend on the following:
- We must keep responsibility for the way these duties are carried out.
  - We must be satisfied that the Associate Company is able to carry out the duties.
- 15.2 We may appoint, in our place, an Associate Company as manager of the cash JISA. This will depend on the following:
- The Associate Company must be approved under the cash ISA Regulations as an ISA Manager.
  - We must give the Child or if applicable the Registered Contact, notice in writing beforehand, so that the Child or if applicable the Registered Contact, have the chance to transfer the cash JISA to a different ISA Manager if preferred.

## 16. Notices given by the Child or the Registered Contact

Any notice under these Terms and Conditions must be given by the Child or if applicable, the Registered Contact to:

Santander UK plc  
ISA Customer Services  
PO Box 1112  
9 Nelson Street  
Bradford  
BD1 9NR

This address will apply both to us and to Associate Companies.

## 17. Your address

The address that you give us must be the Child's or if applicable the Registered Contact's permanent home address.



# Section 2F – CHAPS, EEA and International Payments Terms and Conditions

The Terms and Conditions in this section (the 'Conditions') set out your rights and obligations when you instruct us to make any of the following payments from your account:

- **CHAPS Payments** – these are payments in the UK made in pounds through the Clearing House Automated Payments System. More information about CHAPS Payments is set out in the Frequently Asked Questions on our website;
- **EEA Payments** – these are payments from the UK to a country in the European Economic Area, made in any currency, in each case using SWIFT; or non-urgent payments in euros using the SEPA Credit Transfer Scheme; and
- **International Payments** – being payments anywhere in the world outside of the European Economic Area, made in pounds or any other currency, using SWIFT. More information about International Payments and the currencies that you can make or receive payments in is set out in the Frequently Asked Questions on our website or you can ask a member of our staff.

If you instruct us to make an EEA Payment or an International Payment we may convert it into the currency of the country the payment is being sent to.

For details on whether you can make CHAPS Payments, EEA Payments and International Payments from your particular type of account, please see the Key Facts Document for details or ask a member of our staff.

These Conditions are set out in three sections. Conditions relevant to all payments are given in Section 1 under the heading 'CHAPS, EEA and

International Payments Conditions' below. Extra Conditions covering both EEA Payments and International Payments ('Special Conditions applicable to both EEA and International Payments') and International Payments ('Special Conditions relating to International Payments only') also apply. These are set out at Sections 2 and 3 respectively. The Special Conditions applicable to both EEA and International Payments and the Special Conditions relating to International Payments only will apply to those particular payment services in addition to the CHAPS, EEA and International Payments Conditions.

If any Condition in this Section 2F differs from any Condition in Sections 2A or 2B or 2C or 2D, then the Condition in this Section 2F is the one that applies.

1. EEA comprises all the countries of the European Union plus Iceland, Norway and Liechtenstein

2. Single Euro Payments Area, comprising all the countries of the European Union, the EEA, the UK, the British Crown Dependencies of Guernsey, Jersey, Isle of Man, plus Andorra, French collectives of 'Mayotte' and 'Saint-Pierre-et-Miquelon', Monaco, San Marino, Switzerland and Vatican City State/Holy See

## 1 CHAPS, EEA and International Payments Conditions

- 1.1 Receiving your instructions and stopping a payment
  - a) Unless your Payment Instruction specifies that the payment is to take place on a particular day (in which case we will treat it as having been received on that day), we will be deemed to have received your Payment Instruction at the time that we actually receive it and have completed our security checks. However, if we receive your instruction on a non-Working Day or after the stated cut-off time below, we will be deemed to have received it on the following Working Day.
  - b) We are not obliged to receive or to request credit confirmation from the bank of the beneficiary that the payment has been received.

Payment type	Cut-off time (branch)	Cut-off time (contact centre)	Cut-off time (online)	When the money usually arrives at the recipient's bank
Sending money within the UK by CHAPS	4.30pm*	1.00pm	N/A	Same Working Day
Sending money outside the UK in pounds	4.30pm	1.00pm	3.00pm	Next Working Day
Sending money outside the UK not in pounds, euros or US Dollars	4.30pm	1.00pm	3.00pm	May take up to 4 Working Days**
Sending money either inside or outside the UK in euros***	2.30pm***	11.30am	11.30am	Within the EEA or the UK - Same Working Day Outside the EEA or the UK - usually within 4 Working Days
Sending money within the SEPA in euros using Non-Urgent method	4.30pm	1.00pm	2.30pm	Next Working Day
Sending money either inside or outside the UK in US Dollars	4.30pm	1.00pm	3.00pm	Within the UK/US – same Working Day Outside the UK/US – usually within 4 Working Days

\*Please note the cut off time may be later for branches that open beyond 5.00pm.

\*\* This will depend on the currency and destination of your payment. Please see the Frequently Asked Questions on our website or ask a member of our staff.

\*\*\*Please note that a cut off time of 1pm may apply to a small number of banks. Any payments made after this time will arrive the next Working Day.

## 1.2 Fees and exchange rates

- a) We will tell you our charges for the payment that you wish to make before you agree your instruction with us. Details of the fees we charge for CHAPS, EEA Payments and International Payments are set out in Condition 8.1 of Section 2B.1 and if you have a current account, the Fee Information Document, and are also available on our website.
- b) Our exchange rates for foreign currency payments are based on our Santander reference exchange rates for the relevant currency. We have different reference rates depending on the size of the transaction and whether you are buying (if you are sending a payment) or selling currency (if you are receiving a payment into your account).
- c) The exchange rate to be used will be determined by our current exchange rate on the day we process the payment out of or into your account. We will provide you with information about the exchange rate and the amount of the foreign currency for that payment after your account has been debited or credited with the amount of the transaction. If this information is not set out on your statement, or in your transaction history in Online Banking, we will provide this information to you by post and, in the future, in the same way as you receive statements for your account, either as an e-Document in Online Banking or by post.

## 1.3 Returned payments

- a) If a payment is returned to us, it will be credited to your account net of any fees charged by third party banks in returning the payment.
- b) If the returned payment is in a currency other than pounds, before crediting the returned payment into your account, we will convert the returned payment (less any fees referred to in Condition 1.3 a) of Section 2F into pounds using our current exchange rate applicable for payments made into your account for the Working Day on which we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited.

## 1.4 Your personal information

When using established banking relationships to send your money, personal information about you contained in the transaction may be provided to overseas authorities and the beneficiary bank in order to comply with applicable legal obligations and prevent crime. This may include a transfer of your personal data outside the EEA. This information may include your full name, address, date of birth and account number. For more detail on how we transfer data internationally, see our Data Protection Statement.

## 2. Special Conditions applicable to both EEA Payments and International Payments

### 2.1 Information we will give you after we have received your EEA or International Payment instruction.

After we receive your payment instruction, we will provide or make available to you the following information:

- (i) confirmation of the date on which we received your instruction;
- (ii) a reference enabling you to identify the payment transaction and, where appropriate, information relating to the recipient of the payment;
- (iii) the amount of the payment transaction in pounds;
- (iv) the amount of any fees for the payment transaction payable by you and, where applicable, a breakdown of those fees; and

- (v) in respect of an EEA or International payment not in pounds, the exchange rate used in converting the payment from pounds to the applicable currency and the amount of the payment transaction after that currency conversion.

## 3. Special Conditions relating to International Payments Only

### 3.1 Correspondent bank charges

- a) There may be third party Correspondent banks used in the routing of an international payment, that apply their own charges for processing an International Payment which may be deducted from the money sent by you. This will mean that the sum of money received by the beneficiary may be less than the amount of money you have sent.
- b) If you request to pay all the third party Correspondent bank charges on an International Payment, we will debit your account with these charges immediately after we have received them from other banks. We have no control over the Correspondent bank charges that levied by third party banks.

### 3.2 International Payment delays or failures

- a) We shall not be liable for any loss you may incur or suffer as a result of any delay or failure in an International Payment reaching the bank (or other financial institution) account of the beneficiary of the payment, where that delay or failure is a result of (or arises in connection with):
  - (i) you giving us Payment Details (see Condition 1 in Section 2A) which are inconsistent or incomplete;
  - (ii) any failure or delay on the part of the bank (or other financial institution) to credit the beneficiary's account;
  - (iii) any statutory or other legally required checks being carried out in relation to the International Payment; or
  - (iv) any event or circumstance beyond our reasonable control.

# PART 3: OTHER IMPORTANT INFORMATION

## Section 3A – Joint accounts

Sharing your finances with another person can be a convenient and sensible approach to organising your money. You can join up with your partner, a relative, your flat/house mates, even your best friend. It's really up to you.

This information is designed to help you decide if a joint account is right for you by explaining some of the situations you might find yourself in and the things you need to think about.

### What should I consider?

Sharing means that everybody involved can use, and get information about, the account. The number of people you can share an account with depends on the product (see the Specific Conditions). It's flexible enough for all of you to run things the way you want them. You can have your own account as well as a joint account. Many people have a joint 'bills account' for household outgoings but still have their salary paid into their own account.

A joint account means joint responsibility so each person can use the account without the other person knowing. Therefore, if other people cause a problem on the account, you're also responsible for it. Santander UK plc, along with other banks and building societies share information about you and how you use credit products such as current accounts, credit cards, loans and mortgages via credit reference agencies. If there are problems on a shared account, you can find out more information about sharing information with credit reference agencies by reading our 'Your application and credit scoring' leaflet. Everyone can receive a statement at different addresses for any account. Just let us know that's what you want.

### Santander current account

You'll both get your own Santander debit card or cash card, depending on the account you have, as well as a chequebook (if required), so you can pay for things and withdraw money independently.

You can both pay money into the account, or just one of you can – it's up to you.

Either of you can find out what's going on with the account. You both get access to our branches, cash machines, Telephone Banking and Online Banking.

If both of you are paying money into the account then you could have a higher balance to earn interest on, or a bigger Arranged Overdraft facility.

If you borrow money using an Arranged or Unarranged Overdraft, each of you is responsible for the whole debt no matter who borrowed it. Please bear in mind that either of you can make withdrawals, write cheques, set up Arranged Overdrafts or use the cash machine without the knowledge of the other person.

To find out if a joint account is available to you, please see your specific Account Key Facts Document.

### Santander savings account

Two or more people can share a Santander savings account (with the exception of ISAs). We'll let you know how many people can share the account when you open it.

If your savings account has a cash card or you can use the phone or Online or Mobile Banking to run the account, all account holders can take money out of the account without telling each other.

If you wish to remove someone from the account, everyone must agree to this. Statements will be sent to the first named customer using the address recorded for that customer. Everyone can receive a statement at different addresses for any account. Just let us know that's what you want.

### Making changes

If you want to remove an account holder's name from the account, we must have agreement from both account holders before we can do this. If you decide to change the way you run your account, you should consider the following:

- All account holders are responsible for any money owed on the account.
- You can ask for the Arranged Overdraft to be removed from a current account provided you pay off any money owed. The amount owed may increase should any transactions be presented for payment.
- If one of you becomes bankrupt, we have to stop the account being used and the money may not be available for account holders to use.
- Santander UK plc has the right to move money from Santander accounts in any account holders' name to cover any money owed on the joint account.

Whilst we normally ask for both account holders to agree and confirm to us if one party is to be removed from an account, in some circumstances we will reasonably consider the removal of one party without the approval of the joint account holder by exception.

If you decide that a joint account isn't working for you, please let us know and we'll help you find an alternative solution with us. Please note that if the joint account is operated on an either signature basis, we can take instructions to close the joint account from either account holder.

### What if one of you dies?

If one of you dies, a joint current account and savings account will automatically be converted into the sole name of the surviving account holder. Therefore, it is advisable to only leave money in the account if you are comfortable about leaving it to the other account holder. If you have an Arranged Overdraft on your joint account, or if your account goes into an Unarranged Overdraft, you should be aware that the other account holder will be responsible for any money owed on the account.

### For more information

If you need any extra help or you want to talk through your options simply call into your local Santander branch. Alternatively, call us on **0800 030 4321**, Monday to Saturday 8am to 9pm.

## Section 3B – Accounts held in trust

### Who is a trustee?

A trustee is an individual who, either solely or with another trustee or trustees, manages and invests assets for the benefit of another (a beneficiary). The trustee is obliged to make all trust-related decisions with the beneficiary's interests in mind. A trustee may open an account in the name of a beneficiary to hold funds that are intended for future use such as education fees or the purchase of a house. The trustee is the legal owner of the funds held in the account and is therefore the person we deal with regarding all aspects of servicing the account. A trustee can open an account on behalf of a child as long as the trustee is aged 18 or over.

### Who is a beneficiary?

A beneficiary is an individual who the funds held in the account may eventually belong to. The beneficiary of an account in trust is often, but not always, a child. The beneficiary is unable to access the funds unless the trustee(s) gives the funds to the beneficiary in any of the ways referred to in the paragraph below 'How can a trustee release funds to a beneficiary?'

### What is a Trust Account?

A Trust Account is the term used for any Santander UK savings or bank account where a third party is registered as a trustee on the account. The account is opened in the name of the beneficiary of the funds but fully managed by the trustee(s) registered. The account holder does not have any access to funds held in a trust account where they are the beneficiary.

### What accounts can have a trustee registered?

Most Santander UK savings accounts allow a trustee to be registered on the account. The 11213 Mini Account (in Trust) is available to Santander current account customers who open the account in trust (see note 1).

### When should a trustee release funds to a beneficiary?

There is no set time when the trustee must release funds to the beneficiary. The trustee can choose to hold the funds in trust indefinitely, irrespective of the age of the beneficiary (see note 1).

### How can a trustee release funds to a beneficiary?

An account held in trust cannot be accessed by the beneficiary – therefore a trustee cannot give the beneficiary permission to access funds, whilst the account continues to have a registered trustee. In order to give the beneficiary access to the funds in the trust account either (i) the trustee must transfer the funds to an account held in the beneficiary's name or (ii) the trustee must request that the account be transferred into the sole name of the beneficiary by removing the trustee from the account or (iii) the trustee must close the account via the usual account closure process (see note 1).

### Gross Interest

Interest payments will be paid using the gross rate. This means all the interest we pay will be without tax deducted. If the total amount of interest received exceeds any Personal Savings Allowance tax may have to be paid at the applicable rate. This would need to be paid directly to HM Revenue & Customs ('HMRC'). For more information, please visit [gov.uk](http://gov.uk) and search for 'Personal Savings Allowance'.

### £100 rule

If the child receives more than £100 in interest per tax year from money given to them by a parent, that interest would normally be taxed as the parent's income. The limit of £100 only applies to each given parent and does not apply to grandparents, relatives or friends. Additional questions should be referred to HMRC.

### Death of a trustee

#### Sole trustee

The Customer Representative for a deceased trustee can appoint a new trustee or elect to release the funds in the account to the beneficiary (the account holder). This may vary by product. For specific details on your account, please refer to the Key Facts Document provided when you open your account.

#### Joint trustee

The deceased trustee should be removed from the account where the trust is in place. If there is more than one trustee remaining on the account no further action is required.

#### Accounts with more than one trustee

All trustees have equal access to the accounts as no one trustee has greater ownership over the account than another. An account with more than one trustee can be set up with the trustees choosing;

1. 'Either/Any', the account can then be operated by any of the registered trustees.
2. 'Combined' access, means that all trustees must authorise a transaction or account action before it can be made. Depending on which access you choose this may affect the channels available to service your account.

Please speak to us for more information.

### Removal of a trustee

#### Sole trustee

The trustee can elect to be removed from the account at any time and release the funds to the beneficiary.

#### Joint trustee

A trustee can elect to be removed from the account at any time. If there is more than one trustee remaining on the account no further action is required.

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