

# General Terms & Conditions and Important Information

## Current Accounts and Savings Accounts (Including Cash ISAs and Cash Junior ISAs)

This document Includes:

- **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 12 September 2016

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# PART 1: 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> or by contacting the FCA on 0800 111 6768. We are a member of the Financial Services Compensation Scheme (FSCS) – ask for a leaflet in branch for more information. We subscribe to the Lending Code – a copy is available at [lendingstandardsboard.org.uk](http://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 the UK Data Protection Act. 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 right to see certain records that we hold about you. There is a fee for doing this.

#### Put Simply

*The information you give us is treated confidentially, in line with the Data Protection Act. You can ask to see a copy of the information held about you.*

### 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:

 in person, by visiting any Santander branch.



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

More information on how we handle complaints is detailed within our 'Talk to us about your complaint' leaflet.

If for any reason you're not happy with our decision, or it has been over 8 weeks since you first raised your concerns with us, you may 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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if you originally purchased your product with us online, you could submit your complaint through the European Commission's Online Dispute Resolution website. The European Commission may ultimately forward your complaint to the Financial Ombudsman Service. You can find out more information at <http://ec.europa.eu/odr>

## Section 1B – Data Protection Statement

The data protection statement sets out how we will use your information.

If you are making a joint application, you must have permission to give information about any partner or spouse named on the application. When applying for a credit card you must have permission to give information about any third party named on the application form. You will need to share with them details of what you have agreed on their behalf.

### Using your personal information

When you apply to open an account with us, Santander UK plc, we will need to keep certain information about you and the business (if you are a business customer). We may use all the information you give to us or we hold on you to run the account(s) or service(s) and for administration purposes. This includes information about how you run your accounts with us, a group company or an associated company and will include details of money you pay into and take out of your accounts. We may also use your information to help us develop and improve our products and services. We will keep information about you after your account(s) is/are closed or your policy has ended. 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.

### Sharing your personal information

We may share your information as explained in this statement with the group of companies to which we belong (the Santander group) and our associated companies and with people who are acting on our behalf. These companies may be based in other countries. You understand that we will make sure your information is only used in line with our instructions and will be kept safe. If we transfer your information to another country, we will also make sure it is protected, as it would be under the UK Data Protection Act. We may also give essential information about your account(s) and cards (if any) to others if needed to run your account(s) and /or renew your account or policy and for regulatory purposes.

### Your marketing preferences

We may contact you to find out what you think of us (market research). We, other Santander group companies, and associated companies would also like to use your information to tell you by letter, phone, or electronic media (including email and SMS) about any other accounts and services which we think may interest you. (If/when you are aged 18 or over, when deciding whether to provide you with details of a credit product we may search the files of credit reference agencies which will not make a record of this search available to other lenders who search your file).

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 will continue to respect your wishes. You can change your preferences at any time. Unless you have said otherwise, by continuing with the application, you agree to us contacting you using any of the methods mentioned above.

### Checking your identity and fraud checks

Before we can open your account(s), or set up your policy, in order to prevent or detect fraud we will check and share the information provided in the application or at any stage with fraud prevention agencies, and may make searches at credit reference agencies who will supply us with information about your identity. Scoring methods may be used to check your identity. A record of this process will be kept that may be used to help other companies to check your identity. If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies, such as the police, may search and use this information.

We and other organisations may search and use the records held by credit reference and fraud prevention agencies to prevent and investigate crime, fraud and money laundering and for example:

- to check details on applications for credit and credit related or other facilities
- to verify your identity if you or your financial associate applies for other facilities
- to undertake statistical analysis and system testing
- to manage credit and credit related accounts or facilities
- to recover debt and trace your whereabouts

- to check details on proposals and claims for all types of insurance
- to check details of job applicants and employees

We may also search and use our internal records for these purposes. We and other organisations may search and use from other countries the information recorded at fraud prevention agencies. Further information on the credit reference agencies and fraud prevention agencies we use is available by telephoning **0800 328 3280**.

### Credit reference agencies (for current account and 11213 Mini customers if you hold a current account from the age of 18)

You understand that when we assess your application and to manage your account, including any future increase in your overdraft or credit limit and card (this does not apply to the Basic Current Account and those under 18), we will use the information (including external credit reference data and information about the conduct of any of your accounts) for credit assessment, which may include credit scoring. This may involve the use of automated processes and the making of automated decisions. If you apply for a credit card we will also do this to determine the interest rate payable and the way interest on the account is charged or calculated. For more information on how credit scoring works, you can read the 'Your application and credit scoring' leaflet. If you are a business customer please refer to the 'use of your personal and business information' version of this leaflet.

We may make any enquiries relating to you and the business (if you are a business customer) that we consider necessary (for example, from another financial institution) and search the files of credit reference agencies, at your home and the business (if you are a business customer) which will keep a record of each search. The credit reference agencies will supply both public (including the electoral register) and shared credit and fraud prevention information. This could affect your ability to get credit elsewhere within a short period of time. If you are a business customer and you are a director, we will seek confirmation from credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of director's usual address at Companies' House. Details about this application (whether or not it goes ahead) will be recorded at the credit reference agency. If you are a business customer this includes information on the business and proprietors, and credit reference agencies may create a record of the name and address of your business and its proprietors if there is not one already.

A financial link between joint applicants or between you and any named partner, spouse or business partner/individual (if you are a business customer) will be created at the credit reference agency. This will link your financial records, including previous and subsequent names, where each will be taken into account in all future applications by either or both of you. If you already have a financial association we will assess your application on this basis. This situation will continue until one of you successfully files for a 'disassociation' at the credit reference agency. 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. We will also pass details about you, the business if you are a business customer, and how you manage your account (if your application is successful) to credit reference agencies. You understand that this will include if you fail to make agreed payments into your account (even if you stay within the agreed credit limit or Arranged Overdraft limit, if applicable) and that this information may affect your ability to get credit.

### Cards on your account

If there are cards on this account, this account is linked to a card on another current account or as a result of a transfer to another account you receive a card, you understand that we may give information on transactions you have made using the cards on this account to any payment system under which we issue the cards (for example Visa or MasterCard). They may transfer the information to another country to deal with transactions, to sort out disputes and for statistical purposes.

### Access to your information

You understand you have the right to see certain records we hold about you if you pay a fee and you can get an information sheet telling you about your rights, from your branch.

### For children's accounts:

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

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.

# PART 2: GENERAL TERMS AND CONDITIONS

## Introduction

These General Terms and Conditions are split into six sections.

- 2A of these General Terms and Conditions 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 of these General Terms and Conditions applies to current accounts.
- 2C applies to applies to savings accounts.
- 2D applies to Cash ISA.
- 2E applies to Junior ISA.
- 2F applies to CHAPS and International Payments made from your account, where this service is 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 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.

You can request a copy of these General Terms & Conditions and the Key Facts 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.

## 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 ordinary 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. Please see our website for details on whether your account is a Payment Account or Non-payment Account.

'Key Facts Document' is a document that details key information in relation to your specific product.

'Payment Details' means the details you need to give us to either pay money into your account or take money 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) a written instruction signed by you;
- b) using your card;
- c) telephoning us using the contact details given in the Key Facts Document;
- d) 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;
- e) 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 give you or that you choose.

'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 for making or depositing payments. The payment cut-off times will be different for branches, online banking and telephone banking.

'You'/'Your' means the customer in whose name the account is held.

### 2 To qualify for an account

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

- 2.1 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.
- 2.2 If a minimum age or minimum deposit applies to your account, then this will be communicated to you at the time of account opening.
- 2.3 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.

- 3.1 Some of our accounts cannot be operated in joint names or there may be restrictions on the number of account holders. Please see Section 3A or the Key Facts Document.
- 3.2 If you have an account that can be operated in joint names:
  - a) you are both responsible (individually and together) for any money you owe us; and
  - b) each of you can use the account on your own, without the other's approval (this includes instructions to close the account) except in the case of savings accounts where we have given you the option to run the account on an 'all to sign' basis or 'more than one signature' basis and you have taken this option up.
- 3.3 The right of each of you to operate 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:
  - a) any instructions will need the agreement of both of you;
  - b) we can suspend some services on your account (including online banking);
  - c) we can ask you to return cheques and cards. Until they are returned, transactions may still be deducted from your account;
  - d) you are still responsible to us individually and together.
- 3.4 We will 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.
- 3.5 If one of you dies, the account belongs to the remaining account holder. If there is no account holder who survives:
  - a) we will freeze your account. This means that all standing orders will be cancelled; and
  - b) 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 you can pay money into your account and any associated restrictions.

- 4.1 Depending on your type of account you may pay money in by cash, cheque, counter cheque, bankers' draft or by electronic transfer of funds. To pay money in, you must provide us with the relevant Payment Details:
- for cash payments and electronic transfer of funds, your name (or the name on your account, if different), your account number and sort code;
  - for payments using our cash machines, input your PIN; and
  - for an international transfer of funds into your account, the IBAN (if your account has one) and BIC (which can be found on your statement).

If you deposit money using incorrect Payment Details, we will 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 If you pay cash in, you can only pay in sterling bank notes and coins. You may only pay in cheques made payable to you. 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 If you pay in cash over a branch counter, the money is available immediately.
- 4.5 You can pay in cash (bank notes only) using your card at some of our cash machines. Where you make a cash deposit using an envelope your money will be available on the next working day before midnight. Some of our cash machines will allow you to make a cash deposit without using an envelope and in this situation your money will be available immediately.
- 4.6 Money deposited by electronic transfer is available for withdrawal the day it is credited to your account.

- 4.7 If interest is payable on your account, you will start to earn interest from the working day of deposit provided that the money is received by us before the cut off time on that working day. For the purpose of calculating interest we treat Saturday as a working day. The cut off time is a time towards the end of a working day (the cut off time is usually not before 4pm). Interest will stop being earned on a withdrawal the day before it is deducted.

In some cases (such as 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. However, interest will not start to be earned until the next working day.

- 4.8 There may be a maximum or minimum limit to the amount of money that can be held in an account.

#### 5 Paying in cheques

Summary: this section explains how you can pay in cheques to your account.

- 5.1 Cheques are out of date after six months. We may return out-of-date cheques to you.
- 5.2 Please see the table below for information on cheque, counter cheque and bankers' draft processing, 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.
- 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. If you have drawn against these funds, we can take the money back up to and including the sixth working day after the day the cheque is paid into your account. If you have been fraudulent, we can recover these funds at any time. If debiting the transaction causes you to become overdrawn or exceed your Arranged Overdraft limit, you will be treated as making an Unarranged Overdraft request. We will not re-present cheques where these have been returned unpaid by the bank of the person who wrote the cheque. Condition 7 in Section 2B.1 gives full details of our Unarranged Overdraft service.

#### 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	Wednesday	Friday	Following Wednesday
Tuesday	Thursday	Monday	Following Thursday
Wednesday	Friday	Tuesday	Following Friday
Thursday	Saturday	Wednesday	Following Monday
Friday	Tuesday	Thursday	Following Tuesday
Saturday	Wednesday	Friday	Following Wednesday
Sunday	Wednesday	Friday	Following Wednesday

Cheques deposited by using a cash machine may take up to two additional days before the money is available for withdrawal and for you to be certain that the money is yours.

## 6 Taking money from your account

Summary: this section explains how you can withdraw money from your account, any associated restrictions and the timescales for the clearance of payments from your account.

- 6.1 We will allow withdrawals or payments from your account:
- if you have enough available money in your account, or enough Unarranged Overdraft, to cover the withdrawal or payment; or
  - 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 instructions to make payments or withdrawals can be given. 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 When you give us a Payment Instruction, you must provide us with the following Payment Details:
- for payments and electronic transfer of funds, the name (or the account name, if different), account number and sort code of the person you want to pay;
  - for over the counter withdrawals, you must provide us with proof of ownership of the account (for example a passbook or card);
  - for cash machine withdrawals, input your PIN;
  - for an international transfer of funds or for international standing orders:
    - the name and (as required) address, Routing Code and/or correct Bank Identifier Code (BIC) of the bank of the person you want to pay;
    - the bank account number or IBAN (International Bank Account Number) of the person you want to pay;
    - the name and address of the person you want to pay, and;
    - your name and account number.
  - for UK standing orders, the account number and sort code of the person you want to pay.
- 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:
- if we receive the Payment Instruction on a non-working day, then we will treat it as received on the following working day. If your Payment Instruction is an instruction to withdraw cash using your card and PIN from a cash machine or an instruction made using a card and PIN or an instruction made using a contactless card, we will treat your instruction as received at the time that instruction is actually received by us; or
  - if the Payment Instruction is received by us after 5pm, it will be treated as having been received on the following working day; or
  - if you deposit cash or cheques using one of our cash machines, we will treat as having received your instruction on the following working day; or
  - if your Payment Instruction specifies that the payment is to take place on a specific day or on the last day of a certain period, then we will treat it as having been received on the day specified; or
  - if the Payment Instruction is for a CHAPS or International Payment the time we will treat it as being received is set out in the CHAPS and International Payments Terms and Conditions in Section 2F; or

- if the Payment Instruction is given using our telephone banking service, and we receive the instruction after 5pm, it will be treated as having been received on the following day.
- Conditions 6.4 (a) and (b) in Section 2A do not apply to a Payment Instruction given through our Online Banking service where we are able to send your payment as a faster payment using the Faster Payments Scheme.

### 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, there may be a maximum or minimum limit on the amount you can withdraw from a branch counter and 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. Please see the table below for more information.

Minimum amount for cash withdrawals at branch counter	More than £50 (see note 1)
Minimum amount for cheque withdrawals at branch counter	More than £1,000 (see note 1)
Maximum daily limit for cash withdrawals at branch counter	£500
Maximum daily limit for cash withdrawals from a cash machine	£300

Note 1: There is a minimum limit for withdrawing cash and counter cheques at a branch counter. You can only withdraw over £50 in cash or over £1,000 for counter cheques. There may be exceptions to this. Please ask in branch for more details.

- 6.5.2 If we send a payment as a faster payment using the Faster Payments Scheme, the 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 make your transaction

The Faster Payments Scheme is a free and secure service to transfer money up to and including £100,000 between accounts. Santander provides the benefit of Faster Payments for making payments from your current or savings accounts either now or in the future, and payments will usually meet the destination account in a matter of hours.

You don't need to do anything to benefit from Faster Payments, just continue making payments as normal. Payments that you make through the branch, telephone or internet are usually automatically sent by Faster Payments, making managing your money a lot simpler and faster. For further information visit [www.santander.co.uk/fasterpayments](http://www.santander.co.uk/fasterpayments)

- 6.6 We can refuse any withdrawal or payment from your account, 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;



- d) it may place us in breach of any legislation or law;
- e) we suspect it relates to fraud or any other criminal act;
- f) you are in breach of any of these Conditions;
- g) 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 withdrawal or payment request:
- (i) that we have done so;
  - (ii) the reason why we refused; and
  - (iii) 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 Stopping a payment
- 6.7.1 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 tell the person to whom the Direct Debit is payable. After we receive your instruction, we will stop the payment, provided that:
- a) the payment has not already been made;
  - b) 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;
  - c) it is not a card payment, cash payment, counter cheque or bankers' draft.
- 6.7.2 If you are stopping a recurring debit card transaction (that is, a continuous payment transaction on your debit card initiated by a payee and authorising us to make payments) we will stop 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.
- 6.8 Clearance of payments from your account
- 6.8.1 Payments by internet, phone, electronic transfer, Direct Debit or standing order are normally taken from your account on the same working day we receive your instruction. The payment 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 your instruction.
- 6.8.2 If we are able to send your payment 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 sooner than the timescale referred to in condition 6.8.1 in Section 2A (normally within two hours) provided that:
- a) the bank of the person you want to pay is a member of the Faster Payments Scheme;
  - b) you have provided a sort code for the bank of the person you want to pay which is recognised by the Faster Payment Scheme;
  - c) the amount of the payment is within Faster Payments Scheme Limits (see condition 6.5.2 in Section 2A);
  - d) we do not suspect fraudulent activity on your account. (There may be a delay in processing your payment transaction while fraud prevention checks take place. We may need to contact you if we suspect that a transaction 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 payment.
- 6.8.3 If you are making a payment outside the United Kingdom, please also see Condition 14.4 in Section 2A and the CHAPS and International Payments Terms and Conditions.
- 6.8.4 For international Direct Debit payments, please also see Condition 9 in Section 2B and the CHAPS and International Payments Terms and Conditions.
- 6.9 Automatic Payment Instructions, such as Direct Debits and standing orders, are usually taken from your account at the beginning of the working day that they are due.
- 6.10 There can be a delay between using your card to make a payment and the time when that payment is taken from your account. You must check that there are no payments pending against the balance in your account before you request a withdrawal or payment from your account.
- 6.11 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
- a) If you notify us that a payment was not authorised by you, we will immediately refund your account with the amount of the unauthorised payment taken from it and any fees and/or interest we may have charged in connection with the unauthorised payment. We will credit your account with lost interest that would have accrued on the amount of the unauthorised payment. We will not refund you if any of the circumstances listed in Condition 13.1 in Section 2A apply.
  - b) 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, deliberately or have been grossly negligent. We will conduct our investigation as quickly as possible and may ask you to reasonably assist in that investigation.
  - c) We may debit your account with any amount refunded under Condition 7.2 a) in Section 2A where we subsequently become aware that the payment was authorised by you or that any of the circumstances in Condition 13.1 in Section 2A apply.
- 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) immediately 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;
  - c) where the incorrect payment is a payment that should not have been paid into your account, we will, where possible, immediately send the money back to the bank acting for the person from whose account the payment was made.

7.4 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 transaction occurred (or in the case of a failed transaction 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.
- 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 in Condition 6.8 in Section 2A (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.

7.5 Conditions 7.2, 7.3 and 7.4 in Section 2A do not apply to International Payments referred to in Section 2F (CHAPS and International Payments Terms and Conditions).

## 8 Interest and fees

8.1 Fees or interest you pay are listed in the Key Facts 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 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 you interest. This will be at least annually but may be more frequent if your account allows.

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](http://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 Personal Security Details to enable you to access your account, using the internet, telephone and other remote access channels. We treat your use of your Personal Security Details as your consent to any instructions you give using the internet, 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 operate 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; or
- c) where there is a significantly increased risk you will not be able to repay any money you owe on your account. We can do this, for example, if there have been too many unsuccessful attempts to access your account using incorrect Personal Security Details.

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 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 or 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.
  - (ii) Our fraud detection systems highlight unusual spending patterns. We may call you if unusual transactions appear on your account. These calls may include computer-generated speech. If you do not want us to call you this way please contact us on 0800 9 123 123.
- i) take reasonable steps to avoid selecting a PIN or Personal Security Details that may be easy to guess.

- j) take reasonable steps to ensure that no one hears or sees your PIN or Personal Security Details when you use them.
- k) take reasonable steps to keep your PIN or Personal Security Details unique to the accounts that you hold with us.
- l) 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.
- m) do 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.
- n) take reasonable steps to secure your mobile phone (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.
- 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.
- 10 Online banking service**  
Summary: this section relates to online banking. The Terms and Conditions of the online banking service also apply.
- 10.1 To access the online service you will need to accept the conditions of use and use your Personal Security Details.
- 10.2 We can limit the amount you can withdraw online or ask you to contact us for transactions that require additional authorisation.
- 10.3 If you do not use online 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 banking (on giving you no less than 60 days' advance notice).
- 10.4 Except as set out in Condition 13 in Section 2A, you are not responsible for an online banking or telephone banking transaction on your account which was not carried out by you, or for access and use of online banking or telephone banking services by someone else.
- 10.5 Account aggregation services allow you to have the details of all your accounts, from all financial institutions, presented on one internet webpage. We are not responsible for any loss caused as a result of your use of any account aggregation service provided by anyone other than us.
- 11 Using your cards**
- 11.1 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.
- 11.2 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.
- 11.3 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.
- 12 Loss or misuse of a card, chequebook or your personal details**  
Summary: you must tell us if you lose cards 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.
- 12.1 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, passbook or chequebook has been lost, stolen or that your card, 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.
- 12.2 Once notified, we will take immediate steps to prevent your card, passbook, chequebook or Personal Security Details from being misused.
- 12.3 You are not responsible for any unauthorised use of your card, passbook, PIN, or any of your Personal Security Details in any of the following cases:
- before you receive it;
  - after you have notified us of its loss, theft or unauthorised use in accordance with Condition 12.1 in Section 2A;
  - if we have failed to tell you how to notify us of its loss, theft or unauthorised use;
  - 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.
- 12.4 Where your card, passbook, PIN, or your Personal Security Details are used without your authority by someone else in circumstances other than those in Condition 12.3 in Section 2A then we may only debit up to £50 from your account. However, you will be responsible for the full amount of the transaction if any of the circumstances in Condition 13.1 in Section 2A apply.
- 13 Responsibility for card, chequebook and remote access transactions**  
Summary: this section explains circumstances where you are responsible for transactions on your account.
- 13.1 You are responsible for transactions from your account and any fees or interest incurred as a result of those transactions if:
- you authorised the transaction;
  - someone else used your card, 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;
  - you acted fraudulently;
  - after becoming aware you delayed unreasonably in notifying us that the transaction was unauthorised, incorrect or has not been carried out by us; or
  - you failed to tell us the transaction was unauthorised, incorrect or not carried out by us within 13 months of the date on which the transaction occurred or ought to have occurred.
- In each case, we have to show that you acted fraudulently, deliberately or with gross negligence or that you failed to notify us as required. If the law, or any code we subscribe to, limits your responsibility, we will not debit your account with more than that limit.

- 13.2 In any of the cases in Condition 13.1 in Section 2A we will debit your account with the amount of the transaction or payment involved. Where:
- your account is in credit, we will have no responsibility to you for making those payments; and
  - your account is overdrawn or further overdrawn as a result of the payments, we have no responsibility to you for making those payments and you will be responsible for repaying to us the amount of those payments, plus any fees and/or interest incurred on your account as a result.
- 13.3 If you dispute that you have carried out a transaction 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 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.
- 14 Foreign transactions**  
Summary: this section applies if your account allows foreign currency payment to be made either to or from your account.
- 14.1 Please refer to Section 2F – CHAPS and International payments terms and conditions for full details.
- 14.2 You can make and receive payments to and from outside the United Kingdom. Payments and cash withdrawals made outside the United Kingdom in a currency other than sterling:
- will be converted into sterling at our current exchange rate as at the date we receive the payment or withdrawal request for that type of transaction; and
  - will incur a commission fee based on the amount of the transaction in the currency of origin;
  - and you may incur commission fees imposed by the retailer or bank that carries out the payment or withdrawal.
- 14.3 Our exchange rates for foreign currency payments are based on market conditions. Please ask at branch or by phone. We may change our exchange rates immediately and without notice to you.
- 14.4 Making payments outside the United Kingdom.
- If you want to pay someone located outside the European Economic Area (EEA), the payment can take longer than the timescale referred to in Condition 6.8 in Section 2A.
  - If you ask us to make a payment in any EEA currency other than sterling or euros to someone located in the EEA (other than the United Kingdom), then it will take up to four working days for that payment to reach the account of the person you want to pay. Please see the CHAPS and International Payments Terms and Conditions in Section 2F for full details.
  - If you ask us to make a payment outside the UK using SWIFT, this will be subject to the CHAPS and International Payments Terms and Conditions in Section 2F.
  - If you ask us to issue you a cheque in a foreign currency, this will be subject to our Foreign Currency Cheque Issuance Terms and Conditions.
  - If you ask us to deposit a cheque in a foreign currency into your account, this will be subject to our Foreign Cheque Deposit Terms and Conditions.
- 15 Changes to your account**  
Summary: this section explains that we can change the Conditions 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:
- to respond proportionately to any changes or anticipated changes in law, Codes of Practice, new industry guidance or recommendations of the Financial Conduct Authority or any other appropriate regulatory authority;
  - to provide for the introduction of new or improved systems, methods of operation, services or facilities;
  - to take account of a decision by a Court, Ombudsman, Regulator or similar body;
  - to reflect general banking practice;
  - to make them clearer or more favourable to you;
  - to ensure that our business is run prudently; or
  - to meet regulatory requirements
  - to respond to a change in the costs we incur in delivering our products and services to our customers.
- 15.2 If we change the Conditions, we will give you:
- at least two months' personal notice of any change to a Condition or fee that relates to any withdrawal or payment service on your account; or
  - at least two months' personal notice of a change to any other Condition or fee that is to your disadvantage and your account is a Payment Account; or
  - at least two months' notice of a change to any other Condition or fee that is to your disadvantage and your account is not a Payment Account.
  - Otherwise we will give you notice within 30 days of making that 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.
  - For overdrafts, we will give you at least two months' personal notice if:
    - we change a Condition that relates to an overdraft;
    - we increase an overdraft fee or introduce a new overdraft fee. However, we do not need to notify you if any overdraft fee is reduced. Please see the Key Facts Documents for details of our current overdraft fees where relevant.
- 15.3 Condition 15 of Section 2A does not apply to a change to any interest rate or exchange rate.
- 15.4 Where a change to a condition is required in order to comply with UK or European Community law, we may provide you with a shorter period of notice than that specified in Condition 15.2 in Section 2A.
- 15.5 We may convert your account to another account in our range if we have a valid reason (for example, if you are no longer eligible for the account or if we decide to no longer offer that particular type of account). This Condition does not apply to accounts with a fixed duration. We will give you at least two months' personal notice if we decide to convert your account. If you are not happy with the change, Condition 17 in Section 2A applies.
- 15.6 We can also change these Conditions and the Specific Conditions for any valid reason not stated in these Conditions or the Specific Conditions. We will always give you personal notice of the change in advance of making the change and will notify you that the change has been made under this Condition 15.6 in Section 2A. This Condition 15.6 in Section 2A does not apply to accounts with a fixed duration. Condition 17 in Section 2A also applies.
- 16 Changes to interest rates**  
Summary: this section explains that we can change the interest rates that apply to your account, the reasons why we can make changes and how we will tell you about any changes.

- 16.1 We can change our interest rates to respond to any one of the following:
- for any of the reasons given in Conditions 15.1 and 15.6 in Section 2A above;
  - a change in the Bank of England base rate, or any rate which replaces it;
  - a change or anticipated change in money market interest rates or the cost to us of money we lend;
  - a change in market conditions or in general interest rates including the interest rates charged or paid by other major banks or financial institutions in the UK on their similar accounts;
  - a change in the costs we incur in delivering our products and services to our customers.
- 16.2 We can change interest rates providing:
- We give you at least two months' personal notice where:
    - your account is a Payment Account; or
    - we are increasing the interest rate we charge on overdrafts and the interest rate does not track a specified external independent rate;
  - We give you no less than 14 days' personal notice where your account is a Non-Payment Account and the change is a decrease to your interest rate that is material.
    - Whether the decrease to the interest rate is 'material' will be determined by us in accordance with industry practice and having regard to the size of the balance of your account and the size of the change in the rate. For further information a copy of the Industry Guidance for FCA Banking Conduct of Business Sourcebook is available from the British Bankers' Association website [www.bba.org.uk](http://www.bba.org.uk)
    - If the decrease is not 'material', we will give you notice at the earliest opportunity after the change.
- Exceptions to the above are:
- the interest rate tracks a specified external independent rate. In this case, where your account is a Payment Account we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards. If your account is a Non-payment Account we are not required to give you notice.
  - the interest rate is being increased. In this case, where your account is a Payment Account we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards. If your account is a Non-payment Account we are not required to give you notice.
  - If we are reducing our overdraft rates, we do not need to notify you. Please see the Key Facts Document for details of our current overdraft rates where relevant.
- 16.3 We will give you notice under Condition 16.2 b) (ii), c) and d) in Section 2A 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.
- 16.4 We will not change your interest rate during any specified fixed rate period.
- 16.5 When we tell you about a change in Condition 15 or 16 in Section 2A 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.
- 17 If you are not happy with changes to your account**
- 17.1 If your account is a Payment Account and you are unhappy with any change we make under Condition 15.2 (a) or (b) in Section 2A, or any interest rate decrease made under Condition 16.2 (a) (i) in Section 2A, you are free to close your account (without loss of interest or additional charges) at any time prior to the change coming into effect, after which you will be treated as having accepted the change. 17.2 If your account is a Non-payment Account and you are unhappy with any change we make under Condition 15.2 (c) in Section 2A, you are free to close your account (without loss of interest or additional charges) during a period of 60 days from the date of the notification, after which you will be treated as having accepted the change.
- 17.3 If your account is a Non-payment Account and you are unhappy with any change we make under Condition 16.2 (b) (i) in Section 2A, you are free to close your account (without loss of interest or additional charges) at any time during a period of 30 days from the date of the notification, after which you will be treated as having accepted the change.
- 17.4 A 'notice account' is an account where you have to give notice before you can make withdrawals or close the account. For Non-payment notice accounts, where we are making any changes under Conditions 15.2 (c) or 16.2 (b) (i) 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.
- 18 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.
- 18.1 If, within 14 days of first opening your account, you would like to cancel your account, 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. If you cancel your account within 14 days of first opening your account we will not charge you for the cancellation. 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 your account is in credit, we will (and within 30 calendar days of you cancelling) give you back all the money in the account (less any pending payments and interest incurred) together with any interest earned on it.
- 18.2 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 are funds in the account we may transfer these to another account you hold with us or send them 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.
- 18.3 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 18.2 in Section 2A.

18.4 If you, or we, close your account, then:

- a) where you are in credit, we will help you switch to a different account, or give you back your 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
- b) where you are overdrawn, you must pay off the overdraft, all fees and interest.
- c) 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.
- d) Where you pay a regular fee for your account, we will refund you a proportion of the fee that relates to:
  - (i) payment/withdrawal services on your account; and
  - (ii) any period after the date of closure which your last regular payment covered.

18.5 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.

## 19 Statements

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

19.1 We will send you statements or make your statement available online at regular intervals. 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.

19.2 Please refer to your Key Facts Document for details on the frequency of which statements are sent on your account. Where your account's terms do not require monthly statements, we will make available (on request) this information as soon as practicable after a payment has been made on your account.

## 20 Tax

Interest payments made on or before 5 April 2016 will be paid net of income tax, unless you've registered to receive interest gross. Where you are a higher rate or additional rate tax payer, you may be liable to pay additional tax on any interest we pay to you.

Interest payments made on or after 6 April 2016 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](http://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.

## 21 Transferring your account

21.1 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:

- a) 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
- b) 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 assignment.

21.2 You cannot transfer any of your rights or obligations of 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.

## 22 Notices and contacting you about your account

22.1 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 Conditions 15 or 16 in Section 2A.

22.2 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.

22.2.1 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) You cannot opt out of email or secure message if it is a condition of your account that it is managed online.
- d) You cannot opt out of text messages if you have subscribed to mobile banking.

22.2.2 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 22.2 in Section 2A. In some cases, we may still contact you by post, for instance where there is a legal obligation to do so.

22.3 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.

22.4 By providing your mobile phone number or email address, you agree to be registered for our free account alerts service and

we may send you messages to notify you of certain activity on your current account. We'll use the most recent contact details we hold for you and you will be able to opt out of this service by contacting us. We may start to register customers with effect from 1 October 2015.

### 23 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.

### 24 Call recording/monitoring

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

### 25 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.

### 26 Law

26.1 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:

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

26.2 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.

### 27 When we can use money between accounts

27.1 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.

27.2 We can also apply Condition 27.1 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.

### 28 Entire agreement

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

28.2 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.

### 29 Making a complaint

Please contact our dedicated complaints department on 0800 171 2171. A copy of our complaints procedure is available on request. If for any reason you're not happy with our decision, or it has been over 8 weeks since you first raised your concerns with us, you may 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](http://www.financial-ombudsman.org.uk).

Alternatively, if you originally purchased your product with us online, you could submit your complaint through the European Commission's Online Dispute Resolution website. The European Commission may ultimately forward your complaint to the Financial Ombudsman Service. You can find out more information at <http://ec.europa.eu/odr>

## 30 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](http://www.FSCS.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

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

## 31 Dormant accounts

31.1 **Condition applicable from 1 August 2013:** 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.

31.2 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.

## 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 within the Key Facts Document. 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 2 A, Condition 18.

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:

- You may need to activate your cash card or debit card once you have received it, in accordance with the instructions received.
- Your cash card or debit card can be used to withdraw cash.
- Fees may be payable for some uses of the card. These are detailed in Condition 8 of Section 2B.1.
- 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.

#### The debit card

3.4 Authorisation and refunds of debit card transactions

- 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.
- Once a purchase or other payment with your debit card has been carried out, you cannot cancel it.
- 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 or Direct Debit, if you satisfy all of the following conditions:

- 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;
- the amount of the payment in question was higher than what you reasonably expected to pay;
- 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
- 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:

- refund the payment in full; or
- 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:

- you (or someone authorised by you) has given us consent directly to make the payment; and
- 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 Neither Condition 4.3 or Condition 4.4 in Section 2B.1 limits your rights under the Direct Debit Guarantee Scheme.

#### 5 Cancellation of Direct Debits, standing orders

- You may cancel a Direct Debit up to the end of the business day preceding the day agreed for debiting the funds. 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 sort code of the person you asked us to pay.

You should also advise the person or organisation that collects it. You may also cancel a Direct Debit by only telling the person or organisation that collects it 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 business day preceding the day before it is due to be debited. 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 asked 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.  
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 rates which are payable in relation to each of these overdraft services are set out in the Key Facts 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 contact us to discuss and request an overdraft, or an extension to an existing overdraft (an 'Arranged Overdraft'), in each case up to a set limit. After reviewing your request, we may either:
  - (i) agree to your request;
  - (ii) offer you a different Arranged Overdraft than the amount you request; or
  - (iii) refuse 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 arranged 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 for details on whether the Arranged Overdraft rate applies to your particular type of account.
- d) Depending on your particular account, an Arranged Overdraft Usage Fee 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 for details on whether the Arranged Overdraft Usage Fee applies to your particular type of account.

### 7.3 Unarranged Overdrafts

- a) Without contacting us at all, you can also request an overdraft by trying to make a payment from your current account, where that payment would:
  - (i) cause your current account to go overdrawn, or further overdrawn, without an Arranged Overdraft in place; or
  - (ii) cause 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 make 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.
- 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, an Unarranged Overdraft Usage Fee or unarranged interest may be payable when you do not have sufficient funds in your account to cover the payments being made from it during the course of the day and your account is in an Unarranged Overdraft. Please see the Key Facts Document for details on whether the Unarranged Overdraft Usage Fee or unarranged interest applies to your particular type of account.
- d) Depending on your particular account, a Paid Transaction Fee may be payable each time we agree to your request for an Unarranged Overdraft. The Paid Transaction Fee is in addition to the Unarranged Overdraft Usage Fee or unarranged interest. Please see the Key Facts Document for details on whether the Paid Transaction Fee and Unarranged Overdraft Usage Fee or unarranged interest apply to your particular type of account.
- e) Depending on your particular account, an Unpaid Transaction Fee may be payable each time we refuse your request for an Unarranged Overdraft. Please see the Key Facts Document for details on whether the Unpaid Transaction Fee applies to your particular type of account.
- f) Depending on your particular account unarranged, interest may be payable by you at the Unarranged Overdraft rate on any money you borrow by way of an Unarranged Overdraft. Please see the Key Facts Document for details on whether the Unarranged Overdraft rate applies to your particular type of account.
- g) If you do not have enough available money in your current account or enough unused Arranged Overdraft with us to cover any fees or arranged interest at the time at which they are debited from your account, you will be deemed to have applied for an Unarranged Overdraft to cover the money we take. In these circumstances, you will not be charged a Paid Transaction Fee. However, depending on your particular account, the Unarranged Overdraft Usage Fee or unarranged interest may be payable. Please see the Key Facts Document for details on whether the Unarranged Overdraft Usage Fee or unarranged interest applies to your particular type of account.

7.4 General Conditions for all overdrafts

- a) You can repay your overdraft, or cancel your Arranged Overdraft at any time. If you cancel your Arranged Overdraft you must pay off the whole of the overdrawn balance on your current account as soon as possible and no later than 30 days after you cancel it. 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 overdrawn balance 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 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 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	All accounts unless we say otherwise
Fee for a banker's draft	£10
Fee for a counter cheque (you must withdraw over £1,000)	£10
Stopping payment of a cheque	Free
Photocopying cheques	£4 a cheque
Statement copy	£5 or £10 for more than one statement
Cashback and/or interest breakdown	£10
Presenting a foreign cheque	£10 for each cheque (the paying bank may also charge you)
CHAPs and International Payments	£25
Weekly statements	£1.50 a month

**8.2 Debit card fees, cash-machine and debit-card fees in the UK**

Type of transaction	All accounts unless we say otherwise
Withdrawal from Santander cash machines or LINK cash machines in the UK	Free
Buying goods and services in the UK	Free

**Cash-machine and debit-card fees abroad, and buying foreign currency**

Type of transaction	All accounts unless we say otherwise
Withdrawal from a cash machine or bank abroad, and purchase of travellers cheques or foreign currency at another bank, bureau de change or other outlet displaying the Visa sign abroad.	1.5% of the value (at least £1.99)
Currency conversion for using your Visa debit card abroad, online or in a currency other than sterling	2.75% of the value
Buying goods and services abroad (not cash withdrawals) and in a currency other than sterling	£1.25 for each transaction

**Santander cash-machine fees in Spain – for adult current account customers paying in at least £500 each month**

Type of transaction	Adult accounts
Withdrawal from a Santander cash machine in Spain	Free
Currency conversion for using a Santander cash machine in Spain	Free

**Santander cash-machine fees for Santander Select Gold Visa debit card holders in Spain, Portugal, Germany, Argentina, Chile, Mexico, Puerto Rico, Uruguay and the USA.**

Type of transaction	Adult accounts
Withdrawal from a Santander Cash Machine	Free
Currency conversion for using a Santander Cash Machine	Free

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

**9 EEA Direct Debits made in Euro**

9.1 If you are making an EEA Direct Debit payment in Euro you do not need to contact us prior to commencing the collection of payments from your account. The person or organisation collecting the EEA Direct Debit will arrange for the payments to be collected from us.

We will tell you when the first EEA Direct Debit payment request is received. You will not need to contact us if you are happy with the payment being made.

The person or organisation collecting the EEA Direct Debit will inform you of the amount of the payment and the collection date unless it has been otherwise agreed between you and them.

9.2 If you want to cancel your EEA Direct Debit, see Condition 6.7.1 in Section 2A and Condition 5 in Section 2B.1.

9.3 For refunding EEA Direct Debit transactions, see Condition 4 in Section 2B.1

9.4 If a payment in Euro is returned, the returned payment will be credited to your account using the original exchange rate unless the reason for the return is that the details that have been given for the account of the payee are incorrect or the account of the payee has been closed, in which case, the exchange rate applicable for the working day on which we re-credit your account will be applied.

## 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.

- If you are in an Arranged Overdraft of £12 or less you won't incur any Arranged Overdraft Usage Fees (Unpaid Transaction Fees may still apply). If you are in an Unarranged Overdraft of £12 or less you won't incur any Unarranged Overdraft Usage Fees or Paid Transaction Fees (Unpaid Transaction Fees may still apply).
- Where overdraft fees are incurred, we will take them from your account 22 days from the end date of the statement in which they are notified.
- We cap the amount of overdraft fees that can be incurred in any monthly statement period. This includes Arranged Overdraft Usage Fees, Unarranged Overdraft Usage Fees, Paid Transaction Fees and Unpaid Transaction Fees.
- If you plan to use an overdraft regularly on your current account, it will be cheaper to arrange an Arranged Overdraft, rather than use our Unarranged Overdraft service. While we cannot guarantee to give you an Arranged Overdraft, we will always consider your application fairly and give you a decision within a reasonable time.
- We offer a range of free text-message and email alerts designed to help make day-to-day banking at Santander even easier. For example; you can set up alerts to let you know when your balance is low or when you are using an overdraft.
- We allow you time to manage your account so, if you should use an Arranged or Unarranged Overdraft, you will have until 4pm that day to credit your account with cleared funds and move your balance back to an Arranged Overdraft or credit position.
- 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.
- 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. 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 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.
- 1.2 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.
- 1.3 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.
- 1.4 We will ensure that your existing regular payment mandates (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.**
- 1.5 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 to your New Account to ensure these are made on the date originally requested.

- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.

- 1.14 For 3 years after the Switch Date, or longer in accordance with clause 1.13 of the Agreement, payments received in sterling 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.
- 1.15 For 3 years after the Switch Date, or longer in accordance with clause 1.13 of the Agreement, payments received by your Old Bank in any currency other than sterling 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 sterling. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.16 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).
- 1.17 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'.**
- 1.18 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).
- 1.19 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).
- 1.20 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 J5 for details of how to do this) to make this request.
- 1.21 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.
- 2 How we and your Old Bank will use your information**
- In order to fulfil your Current Account Switch in accordance with this Agreement, we and your Old Bank may:
- 2.1 process, use, manage, control and release information that you give us, that we capture or that we already hold about you, including:
- information (such as details of payment beneficiaries) that you have provided to your Old Bank not only in relation to your Old Account but also in relation to any other account(s) you hold with your Old Bank; and

- information about other individuals with whom you hold any accounts jointly either at your Old Bank or with us.

**Note that this means that anyone with whom you hold your New Account jointly will be able to see the beneficiaries of payments that you have made on any of the accounts you hold with your Old Bank, including any account(s) that are not being switched under this Agreement.**

- 2.2 Reveal information about you to:
- any person working for us, your Old Bank or any entity within our or your Old Bank's group;
  - any data processor(s) to whom it may be necessary for us to reveal your information in order to fulfil your Current Account Switch in accordance with this Agreement; and
  - the people and organisations that need to know that you have switched your current account to us, being people and organisations that want to send you money or collect money from you.
- 2.3 We and your Old Bank will only process, use, manage, control, release and reveal your information insofar as is necessary to complete your current account switch and we will keep your information only as long as we need to or are allowed to by law.
- 3 Errors and Complaints**
- 3.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 3.2 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.
- 3.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer section 5 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.
- 3.4 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**



**www.financial-ombudsman.org.uk**

Alternatively, if you originally purchased your product with us online, you could submit your complaint to the Financial Ombudsman Service using the European Union's Online Dispute Resolution platform.

## 4 This Agreement

4.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes.

We may make changes:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which improve consumer protection;
- to reflect the introduction of or changes to technologies or other innovations or changes
- to payment systems or schemes; and
- to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.

4.2 If you ask us, we'll provide you with a further copy of this Agreement.

4.3 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).

4.4 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.

4.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.

4.6 If you open your New Account in Scotland or Northern Ireland, the Laws of Scotland or Northern Ireland apply to this Agreement and the courts of Scotland or Northern Ireland may settle any related dispute. If you open your New Account elsewhere, the laws of England apply to this Agreement and the courts of England and Wales have non-exclusive jurisdiction to settle any related dispute.

## 5 Contacting Us

5.1 You can contact us by:

- Visiting your local branch
- Writing to us at 9 Nelson Street, Bradford BD1 5AN
- Secure message via our website – santander.co.uk – Contact Us – General Enquiries
- telephoning us on 0800 085 2202

5.2 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

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

5.4 We are authorised by the Financial Conduct Authority with registration 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, in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

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

1. At least 7 working days before the Switch Date:

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

2. During the 6 working days before the Switch Date:

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5 for details about how to do this) if you wish to cancel any of them.
- The transfer of your Old Account balance to your New Account will be stopped provided we have enough time to notify your Old Bank that you have cancelled the agreement before your Old Bank closes for business on the working day before the Switch.
- No payment redirection activities will be undertaken after the Switch Date.

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

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5.1.5 for details about how to do this) if you wish to cancel any of them.
- The balance transfer from your Old Account to your New Account will have been completed.
- No payment redirection activities will be undertaken after the day that you cancel this Agreement.

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

## 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, and the money can be withdrawn four working days following receipt. If you wish to have your money available sooner than this, please arrange to have the payments made by alternative means, details of which are in Section 2A of the General Terms and Conditions.

### 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
Bankers draft	£10
Replace a lost passbook	£10
Account transaction statement	£5 per copy, £10 per account for multiple copies (free if it is only for the last 12 months)
Detailed account interest calculations (see note 1)	£10 (see note 2)
All status enquiries and a banker reference	£10 (see note 3)
Copy of paid cheque	£4 a cheque
CHAPs and International Payments	£25
Withdrawal handling charge for cash machines displaying the Cirrus logo (if not part of Santander or LINK cash machine networks).	1.5% of the value (minimum of £1.99)
Transactions (cash withdrawals) in a currency other than sterling.	2.75% of value
Presentation of foreign exchange	£10 for each cheque (the paying bank may also charge you)
Duplicate tax certificate	Free (see note 4)

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.

Note 4: Free for certificates issued for tax years 2005/6 to 2015/16. A £5 fee will apply for any tax certificates issued for tax years 2004/5 and prior.

## 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. The tax free benefits of your ISA will end when you die.

### 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 Business 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

If you die, the tax-free benefits which apply to your ISA will stop. The proceeds from your ISA will form part of your estate for the purposes of calculating any inheritance tax due. Income Tax will have to be paid on any interest arising after the date of death until 5 April 2016. From 6 April 2016, any interest arising after the date of death will be paid gross. 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.

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

- 7.1 We are entitled to use any cash in your ISA:
  - 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 business 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 business 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 exercise this right in relation to the transfer of previous years contributions to an ISA, all future tax advantages associated with it will be lost.

**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

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.

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. Income Tax will have to be paid on any interest arising after the date of death until 5 April 2016. From 6 April 2016, any 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 business 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 business 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 JSAs, where the Specific Conditions of the product allow this. The transferring of cash JSAs 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:

- 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 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 JSAs.

## 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:

- 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.

- 15.2 We may appoint, in our place, an Associate Company as manager of the cash JISA. This will depend on the following:

- a) The Associate Company must be approved under the cash ISA Regulations as an ISA Manager.
- b) 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 and International payments Terms and Conditions

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

- **EEA Payments** – being payments in the United Kingdom, made in sterling through the Clearing House Automated Payment System (CHAPS) and/or payments in a country in the European Economic Area, made in sterling, euros or, where a country has not adopted the euro, that country's currency, in each case using SWIFT; and
- **International Payments** – being payments anywhere in the world outside of the European Economic Area, made in sterling or any other currency, using SWIFT.

For details on whether you can make 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 'General CHAPS and International Payments Conditions' below. Extra conditions covering EEA Payments ('Special Conditions applicable to EEA payments') and International Payments ('Special Conditions relating to International Payments') also apply. These are set out at Sections 2 and 3 respectively. The Special Conditions applicable to EEA payments and the Special Conditions relating to International Payments will apply to those particular payment services in addition to the General CHAPS and International Payments Conditions.

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

### 1 General CHAPS and International Payments Conditions

#### 1.1 Receiving your instructions and stopping a payment

- a) Subject to Condition 6.4 (d) in Section 2A of the General Terms and Conditions for Current Accounts and Savings Accounts, we will be deemed to have received your payment instruction at the time that we actually receive it and have completed our required

security checks. However, if we receive your request 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.

Payment type	Cut-off time (branch)	Cut-off time (contact centre)
CHAPS payment	4.30pm*	12.40pm
Payment of sterling outside UK	3.50pm	11.00am
Payment not in sterling or euros	5.00pm	11.00am
Payment in euros if receipt bank uses the 'Step 1' system	1.20pm	11.00am
Payment in euros if receipt bank uses the 'Euro 1' system	2.50pm	11.00am

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

- b) We are not obliged to receive or to request credit confirmation from the bank of the beneficiary that the payment has been received.

#### 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 EEA Payments and International Payments are set out in Condition 8.1 of Section 2B.1, and are also available on our website.
- b) Our exchange rates for foreign currency payments are based on market conditions. You can ask about these at a branch or by calling us on 0800 9 123 123.
- c) The exchange rate to be used will be determined by our current exchange rate on the day your account is debited. You will be notified in writing about the exchange rate that was used on the payment.

#### 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 sterling, 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 sterling using our current exchange rate applicable for the working day on which we re-credit your account.

#### 1.4 Your personal information

When using established banking relationships to send your transfer, 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 and by making your payment instruction you consent to us sending this personal information to such overseas authorities and the beneficiary bank.

## 2 Special Conditions applicable to EEA payments

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

- a) 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 sterling;
  - (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 Payment not in sterling, the exchange rate used in converting the payment from sterling to the applicable currency and the amount of the payment transaction after that currency conversion.

### 2.2 Additional Handling Fee.

For EEA Payments over €50,000, a special handling charge may be deducted from the payment by the beneficiary bank. Any such charges shall be borne by the beneficiary.

## 3 Special Conditions relating to International Payments

### 3.1 Third party charges

- a) There may be other third party banks that apply charges in effecting the International Payment which may be deducted from the amount transferred by you or from funds received by you via an International Payment. This will mean that the sum received by the beneficiary or by you may be less than the amount you have sent or received.
- b) If any charges are passed back to us by a third party bank, we reserve the right to debit your account with these charges.

### 3.2 Currency exchange information

If your request is for a payment in a currency other than sterling, you will receive an advice from us by post detailing the exchange rate that was used to make the payment.

### 3.3 Normal execution times

- a) Payments made in US Dollars to the United States should normally be received by the beneficiary on the same day that your account is debited.
- b) All other currencies (including sterling sent outside the EEA) should normally be received within five working days of your account being debited.

### 3.4 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.

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.

### Santander current account

You'll both get your own Visa 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 money is owed on the account each of you is responsible for the whole debt no matter who created 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 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 the internet to run the account, all account holders can take money out of the account without telling each other. With any other savings account, you can choose whether all account holders have to sign to take money out or whether just one signature is enough.

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.

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 debt accrued 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.

Note 1: This may vary by product. For specific details on your account, please refer to the Key Facts Document provided when you open your account.

## 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 will eventually belong to. The beneficiary is the account owner and can also be referred to as the account holder. The beneficiary of an account in trust is often, but not always, a child. Although the beneficiary is the account owner, they are 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 BAU account closure process (see note 1).

### Gross Interest Registration (only applicable until 5 April 2016)

Before 5 April 2016, interest will be paid net on these accounts unless the account is registered to receive interest gross. For children under 16, the R85 registration must be completed with the child's details by a parent or guardian. Special rules apply if there is a care order in force, please ask for further details. An R85 registration cannot be made by foster carers or grandparents (unless they are the child's guardian).

A child's account that has been registered for gross interest may have interest paid gross until the 5 April (end of the tax year) following the child's 16th birthday. On the 6th April after the child's 16th Birthday, the account is automatically de-registered for gross interest and all interest paid going forward is subject to income tax. In April following the end of the tax year in which the child turns 16, if the account is in trust, a letter will be sent to the trustee confirming that the account has been de-registered for gross interest. For the account to be re-registered for

gross interest it must be transferred into the name of the child and the child can then register themselves for gross interest if they do not expect to be liable to pay income tax. If the trustee wishes for the account to remain in trust then the interest paid will be subject to tax. An R85 cannot be registered against these accounts.

In April following the end of the tax year in which the child turns 16, if the account is not in trust, a letter will be sent to the child confirming that the account has been de-registered for gross interest and explaining that they can register themselves for gross interest if they do not expect to be liable to pay income tax. If the child is a tax payer, no further action is required as we will automatically ensure that income tax is deducted from interest payments. We are unable to provide tax advice therefore any additional questions should be referred to HMRC via their helpline number 0300 200 3300.

### Gross Interest from 6 April 2016

From 6 April 2016, interest will be paid using the gross rate. This means we'll stop automatically taking 20% in income tax from the interest paid.

This will happen automatically and you don't need to contact us or do anything. In the past, to register for 'gross' interest you would have needed to follow our registration process (e.g. complete an R85 form), but from 6 April there's no need to do this.

### £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. Until 6 April 2016, any accounts that meet this rule will not be eligible to register for gross interest and the account holder cannot claim back tax on that 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.



### Telephone Banking

**Current accounts – 0800 9 123 123**

**Savings accounts – 0800 032 4264**



### Online Banking

**Visit [santander.co.uk](http://santander.co.uk)**

24 hours a day, seven days a week



### Mobile Banking

Access your account anytime, anywhere with Mobile Banking



### Lost and stolen cards

**UK 0800 9 123 123**

24-hour emergency lost card number

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