

Special Terms and Conditions and Important Information

Applicable to accounts held with us
in the Isle of Man

This document includes:

- **PART 1:** Further information about terms of business and data protection for accounts held in the Isle of Man
- **PART 2:** Special Terms and Conditions applicable to accounts held with the Isle of Man branch
- **PART 3:** Other important information

Please read and keep for future reference

Effective from 4 May 2016

Part 1: FURTHER INFORMATION ABOUT TERMS OF BUSINESS AND DATA PROTECTION FOR ACCOUNTS HELD IN THE ISLE OF MAN

Introduction

This Part 1: Further information about Terms of Business and Data Protection for accounts held in the Isle of Man section of Special Terms and Conditions and Important Information Applicable to accounts held with us in the Isle of Man (the 'Special Conditions') applies to all accounts you hold with us in the Isle of Man. In these Special Conditions whenever we refer to an account which you hold with us in the Isle of Man we are referring to an account which you have opened with our Isle of Man branch.

These Special Conditions should be read in conjunction with the General Terms and Conditions for current accounts, savings accounts and cash ISAs (the 'General Conditions'). If Part 1 of these Special Conditions differs from Part 1 of the General Conditions, these Special Conditions will apply.

Where relevant, Specific Conditions may also apply to your chosen account. The specific conditions are provided to you in a Key Facts Document (the 'KFD') when you open your account and can be varied. If a specific condition differs from these Special Conditions or the General Conditions that Specific Condition is the one that applies.

You can request a copy of these Special Conditions, the General Conditions, any Key Facts Document and our interest rates information by contacting our Isle of Man branch. You can also find this information on our website, santander.co.im.

Regulated

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. For accounts held in the Isle of Man, we are regulated by the Isle of Man Financial Services Authority and we are a member of the Isle of Man Depositor's Compensation Scheme.

Put Simply

We are fully regulated in the UK and the Isle of Man and accounts held with the Isle of Man branch are covered by the Isle of Man Depositor Compensation Scheme, not the UK Financial Services Compensation Scheme.

Confidentiality

In addition to the points mentioned in the Confidentiality section of Part 1B of the General Conditions, we will ensure that your information is used as required by the Isle of Man Data Protection Act.

Trust accounts

Trust accounts may not be opened in the Isle of Man branch at this time.

We strive to provide a good service

It is important for us to know if you are unhappy so that we have an opportunity to put things right and improve our service. Please use the following contact details for your Isle of Man accounts:



Call us on **+44 (0) 1624 641 888**
(normal call charges apply)



Write to: Complaints, Santander UK plc, P O Box 123,
19/21 Prospect Hill, Douglas, Isle of Man IM99 1ZZ



email us at **complaints@santander.co.im**



or you can visit our branch in Douglas, Isle of Man

If you would like more detailed information about our complaints process, a leaflet detailing how we deal with complaints promptly and fairly is available upon request free of charge. Contact us (as above) for a copy.

If we have not been able to resolve your complaint to your satisfaction, you may be able to refer your complaint to the Isle of Man Financial Services Ombudsman Scheme (FSOS). The FSOS is an external body, an impartial and independent organisation, which plays a key role in the complaints process and helps settle individual disputes between consumers and financial services businesses without taking sides.

Part 2: SPECIAL TERMS AND CONDITIONS

1 Introduction

- 1.1 These Special Terms and Conditions applicable to accounts held with us in the Isle of Man (the "Special Conditions") apply to all accounts you hold with us in the Isle of Man. In these Special Conditions whenever we refer to an account which you hold with us in the Isle of Man we are referring to an account which you have opened with our Isle of Man branch.

These Special Conditions should be read in conjunction with the General Terms and Conditions for current accounts, savings accounts and cash ISAs (the "General Conditions"). If a condition in these Special Conditions differs from a Term in Part 2 of the General Conditions, the condition in these Special Conditions is the one that applies.

Where relevant, Specific Conditions may also apply to your chosen account. The specific conditions are provided to you in a Key Facts Document (the "KFD") when you open your account and can be varied. If a specific condition differs from these Special Conditions or the General Terms and Conditions, that Specific Condition is the one that applies.

You can request a copy of these Special Conditions, the General Conditions, any KFD and our interest rates information at any time by contacting our Isle of Man branch. You can also find this information on our website, santander.co.im.

2 Meaning of words

- 2.1 "Working day" excludes a Saturday, a Sunday or any public holiday in England, Wales and/or the Isle of Man with one exception – if a cheque is paid into your account on a Thursday, interest will begin to be earned from Saturday. Saturday is not included in any other calculation. 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 selected. The payment cut off times will be different for branches, online banking and telephone banking.
- All cut off times referred to in the General Conditions are GMT or BST as appropriate.
- 2.2 Where the General Conditions refer to "our website", this should be read as referring to santander.co.im for accounts held with the Isle of Man branch.
- 2.3 Our branch in the Isle of Man may be closed on certain working days (for example on bank and public holidays specific to the Isle of Man and certain services may not be available to you on these days). Public holidays in the country or jurisdiction of the currency in which your account is held may affect our ability to provide our full banking service, or may also cause a corresponding delay in the clearing or processing of transactions.

3 To qualify for an account

- 3.1 To have an account with us in the Isle of Man, you must not be restricted in your country of residence from opening that account with us. Condition 2.1 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.
- 3.2 If you are not the beneficial owner of the funds deposited in the account, you must declare to us the name(s) of the beneficial owner(s) and provide us with such documents as we require relating to the beneficial owner(s).
- 3.3 **If you are applying for an account with our Isle of Man branch**, you must complete and sign an application form and provide the requested documentation before we will accept your initial deposit. By signing the application form you agree to be bound by these Special Conditions, the General Conditions and any Specific Conditions applicable to your account. We can

take up references, including but not limited to, reviewing, the electoral roll, instructing credit agencies and make any further enquiries as we consider necessary to confirm details relating to applicants, account holders and certifiers of supporting documentation.

- 3.4 You must complete the application form and supply all documentation that we request, to meet our account opening procedures. In order for us to meet legal and regulatory requirements and fulfill our own policies and standards relating to our Know Your Customer obligations, we require you to provide us with documentary evidence of your identity, current permanent residential address, income and financial information. The account that you have applied for may not be opened until we are satisfied that our legal, regulatory and internal standards have been fulfilled. We can refuse any application or can request further documentation at any time.
- 3.5 If we agree to open an account before you have provided acceptable documentation we will not be able to allow withdrawals until such evidence has been provided.
- 3.6 You must also provide a specimen of your signature and if applicable all the signature(s) of any individual(s) you have authorised to operate your account when the account is opened and at any other time when requested by us.
- 3.7 If you do not fully and clearly complete the signature mandate on your application form, we can operate the account based on the signature of any one account holder until we are advised in writing of any other mandate.
- 3.8 If you authorise someone who is not an account holder to be a signatory on the account, you must provide us with such documents as we require relating to such signatory before they are accepted as a signatory on the account. We can refuse to accept additional authorised signatories.
- 3.9 You must declare to us the source of funds deposited in the Account, the purpose of the Account, and the underlying source of wealth. We reserve the right to require additional information evidencing any of these factors before opening the Account or permitting withdrawals or at any other time to ensure that we comply with current legal and regulatory requirements.
- 3.10 If you send us any documentation in a language other than English, we will notify you of the applicable translation charge and obtain your agreement before it is translated. The charge incurred will be debited to your account. We can refuse to accept a document in a language other than English which has not been translated to a standard acceptable to us.
- ## 4 Paying money in
- 4.1 We can request additional information to verify the source of the funds and we reserve the right to refuse to accept any deposit at our absolute discretion.
- 4.2 No cash transactions are permitted in any currency other than sterling and we may refuse cash deposits.
- 4.3 Deposits made at any branch of the Isle of Man Post Office for credit to an account you hold with us in the Isle of Man may take an extra 2 working days time to process to those stated in Conditions 4.4 and 5.2 in Section 2A of Part 2 of the General Conditions.
- 4.4 For foreign currency cheques or cheques which are not issued by a UK, Channel Islands or Isle of Man bank, different cheque clearing procedures and longer time periods may apply than those stated in Conditions 5.2 and 14.4 (e) in Section 2A of Part 2 of the General Conditions.

5 Dormant Accounts

The Isle of Man branch does not participate in the UK unclaimed assets scheme and balances of dormant accounts held with us in the Isle of Man will not be transferred to Reclaim Fund Limited.

Condition 31.2 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.

6 Interest, tax and fees

6.1 Condition 20 in Section 2A of Part 2 of the General Conditions does not apply to accounts held with us in the Isle of Man. Where we are permitted by law to pay interest gross, without deduction of tax, we will do so. However, if laws or regulations come into force which require us to deduct tax or any other externally imposed levy before paying interest to you, we can make such deductions. We can treat each party on an account independently for the apportionment of interest.

6.2 You are responsible for disclosing the interest earned on your Account to the relevant Tax Authorities of the countries where you may be liable to pay tax.

6.3 Interest Calculations

For Sterling accounts Condition 8.3 in Section 2A of Part 2 of the General Conditions applies. For US Dollar and Euro accounts interest is calculated on a 1/360 day basis for each day in the year; consistent with international banking practices.

6.4 Interest is paid in one of the following ways (where not excluded by Specific Conditions):

- By adding it to the account.
- By transfer to another account held with us.
- By transfer in Sterling to a bank account in the Sterling Area.

6.5 If you have made a deposit by cheque, and the paying bank does not clear the funds then we will take any interest paid on those funds out of your account.

6.6 We do not provide (nor hold ourselves out as providing) advice on the suitability of facilities or services offered to you by us for your particular circumstances, nor do we exercise any judgement on your behalf, especially relating to your tax position, and neither we nor our employees shall be liable for any Loss arising as a result of you availing yourself of the facilities offered by us (or not, as the case may be). It is your responsibility to take independent advice as to the suitability of the facilities or services offered by us for your particular circumstances.

7 Reporting

7.1 Condition 32 in Section 2A of Part 2 of the General Conditions is replaced by Condition 7 of these Special Conditions. We may be legally obliged to disclose information about you and your accounts to the Isle of Man tax authorities who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force.

You also agree that we may:

- provide any documentation or information to an overseas Tax Authority; or
- take any other action that a Tax Authority may require, whether in accordance with the provisions of any law, legislation or regulation of the Isle of Man or any foreign country to which we are subject or as assumed by us voluntarily, contractually or otherwise by reason of our financial, commercial, business or other interests in or related to the jurisdiction of the relevant Tax Authority or otherwise.

7.2 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 the Isle of Man or another overseas Tax Authority in line with Condition 7.1 above.

7.3 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.

7.4 If you fail to provide us with any information within the time period specified in our request, we shall be entitled upon giving you 30 days' notice in writing and without incurring any liability to you:

- a) to deduct or withhold tax or any other sum or levy from your Account or from any payment or benefit that is payable to you by us or credited to your Account; and
- b) to pay over or otherwise account for any such tax or equivalent sum to the relevant Tax Authority in accordance with our Tax and Accounting Obligations and whether calculated by us or as specified by a Tax Authority or by any law, legislation or regulation of the Isle of Man or any foreign country.

7.5 We will not be liable to you for any loss you may suffer if we disclose information, or suspend access to funds in your account, in accordance with our legal obligations.

8 Law

The laws of the Isle of Man govern this agreement. Both you and we submit to the non-exclusive jurisdiction of the courts of the Isle of Man. Condition 26.1 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.

9 How to make a complaint

A copy of our Guide to our Complaints process is available on request, on our website santander.co.im, or you can speak to us on **+44 (0) 1624 641 888**. If after you have given us the chance to put things right you remain unhappy you can contact the Financial Services Ombudsman Scheme for the Isle of Man.

Details of how to complain to the Financial Services Ombudsman Scheme available at: gov.im/oft/ombudsman/

or

The Financial Services Ombudsman Scheme for the Isle of Man
Government Buildings
Lord Street
Douglas
Isle of Man
IM1 1LE

Telephone: +44 (0)1624 686 500
Email: ombudsman@iomoft.gov.im

Condition 29 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.

10 Important information about compensation agreements

Deposits made to accounts held with us in the Isle of Man are not protected by the UK Financial Services Compensation Scheme and the UK Financial Ombudsman Service. They are instead protected by the Isle of Man Depositors' Compensation Scheme (the "Isle of Man Scheme").

The Isle of Man Scheme offers protection for 'eligible protected deposits' of up to £50,000 (which includes deposits by most individual persons but does not, for example, include trustees or nominees) or £20,000 for most other categories of depositor, subject to certain rules and limitations set out in the Isle of Man Scheme.

Further details of the Isle of Man Scheme are available on the Isle of Man Financial Services Authority's website: http://www.iomfsa.im/investor/dep_comp.xml

Telephone: +44 (0) 1624 689 300

Condition 30 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.

11 Personal information and data protection

All information that is collected for accounts opened and held in the Isle of Man is collected lawfully and held for specified and lawful purposes in accordance with the Isle of Man Data Protection Act 2002 and the UK Data Protection Act 1998.

12 Notice and contacting us about your account

Condition 22.1 a) in Section 2A of Part 2 of the General Conditions does not apply. Any notice must, unless otherwise specified, be given in writing to the branch in the Isle of Man at 19/21 Prospect Hill, Douglas, Isle of Man, IM1 1ET.

The remainder of Condition 22 in Section 2A of Part 2 of the General Conditions applies.

13 What happens if you die?

If you die and your account is not a joint account, your personal representative may have to obtain a grant of representation in the Isle of Man and provide a certified copy to us. We will require sight of the proof of death document and grant of representation, or a certified copy of these documents. Any powers of attorney or third party mandates attached to the account will cease to be valid on the death of an account holder.

Once he or she has a Manx grant of representation your personal representative can:

- use the account, or any successor account, for as long as we may allow;
- close the account, in which case the notice requirements (if any) set out in the Specific Conditions will apply.

14 Transferring your account

14.1 We can transfer some or all of our rights, responsibilities or obligations in relation to your account, but we'll only transfer these to third parties or associated companies who, we are satisfied, are able to carry them out. This includes appointing an agent to collect debts or transferring our rights, responsibilities and obligations to someone else for any money you owe us.

14.2 We'll only transfer our rights, responsibilities and obligations under this agreement if the person we transfer to agrees to carry out the transferred rights or obligations by following a policy that we have agreed with them.

14.3 If we transfer some or all of our rights, responsibilities or obligations in your account, we'll give you notice in advance of the assignment.

14.4 Condition 21.1 in Section 2A of Part 2 of the General Conditions does not apply to accounts which you hold with us in the Isle of Man.

15 General Conditions Section 2D and Section 2E

The Cash ISA Conditions in Section 2D and the Junior Cash ISA Conditions in Section 2E of the General Conditions do not apply as ISAs are not available through the Isle of Man branch.

PART 3: OTHER IMPORTANT INFORMATION

1 Introduction

In this section of the Special Conditions whenever we refer to an account which you hold with us we are referring to an account which you have opened with our Isle of Man branch.

2 Deposits direct from an account held with another bank to your Isle of Man savings account

If you want to arrange to transfer money directly into your savings account from an account held with another bank, you should use the following information.

STERLING accounts (not fixed rate bonds):

- Payment from another UK bank or building society:
Santander's Isle of Man branch sort code: 09-16-01 and your full name and account number
- Payment from a bank outside the UK:
SWIFT/BIC code: ABBYGB2L and your full name and IBAN number

FIXED RATE BOND accounts:

- Payment from another UK bank or building society:
Santander's sort code: 09-01-28
Account number: 50480376
Reference: Your new fixed rate bond account number (any payments without this reference will be returned)
- Payment from a bank outside the UK:
SWIFT/BIC code: ABBYGB2L
IBAN number: GB18ABBY09012850480376
Reference: Your new fixed rate bond account number (any payments without this reference will be returned)

US DOLLAR AND EURO currency accounts

- Quote: SWIFT/BIC code: ABBYGB2L and your full name and IBAN number.

Santander's sort code is 09-07-10 for currency accounts however you will normally only need to provide our SWIFT/BIC code to your bank in order to transfer funds to your currency accounts. Your IBAN number can be found on your account statement, within Online Banking (account services tab at the top of the page, followed by selecting account requests on the left hand menu and then clicking view details - BIC & IBAN), or you can call us and we'll give you your IBAN number over the phone.

If the funds are received in a foreign currency, we will automatically convert them into the currency of your account using our exchange rate on the day we receive the funds. The funds will normally be credited to your account on the same day we receive them. If it is an international payment we will credit your account the same day providing we receive the payment no later than 5pm (GMT/BST).

3 Foreign currency cheque deposits

You can pay cheques drawn in a foreign currency into your account as long as they've been made payable to you and are no more than six months old. Sterling cheques cannot be paid into a US dollar or euro currency account. There are two different methods of clearance available to process these cheques.

The first option is via Collection. The value of the cheque after conversion must exceed £100 (or currency equivalent) to ensure that there are sufficient funds to cover any charges (details can be found in Condition 5 in Section 2C of the General Conditions). We will normally send the cheque to the bank where it originated from, requesting payment on your behalf. In this case we'll need to wait to receive the proceeds before crediting your account. Cheques cleared this way usually take between four and eight weeks to clear, depending on the country they are drawn on and there are normally clearance charges to be paid to the other bank. The relevant exchange rate will be applied when we received the cheque proceeds from the foreign bank. If we are notified that the cheque will not be paid, there will normally be additional charges from correspondent banks and we will also apply our own charges. These will be debited from your account immediately.

Alternatively, we may arrange to process via Negotiation. To be processed this way, the cheque must not exceed £5,000 (or currency equivalent) after conversion. We will credit your account after six working days without needing to receive confirmation of clearance from the bank on which the cheque was drawn. We will debit your account if the cheque is later returned unpaid. If this happens there will be additional charges. The amount on the cheque will be converted to the currency of your account at the exchange rate on the day we process the cheque. However the funds will remain uncleared for six working days and you will only be able to draw against these after the 6th working day.

4 Correspondence by post

We may write to you about your account, for example if you have a fixed term bond that is maturing. Please be aware that some of the correspondence we send will be issued in envelopes bearing the Santander brand.

5 Accounts held in trust - tax

Where we are required by Isle of Man law to send account details and interest paid to tax authorities, then the interest paid will be reported as paid to the trustee(s).

It is the responsibility of the trustee(s) to ensure that they pay the appropriate taxes applicable to the account.

Currently Isle of Man residents acting as a trustee are liable for any tax that is due to the Isle of Man tax authority for interest paid on a trust account.

6 Accounts held in trust - removal of a 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, unless the terms of the trust require the appoint of a new trustee, in which case a new trustee can be added to the existing account, subject to our normal Isle of Man branch identification requirements.

7 Fees

For accounts held with the Isle of Man branch, the fees applicable are detailed in Condition 5 of Section 2C in Part 2 of the General Conditions. The currency equivalent to the sterling charges described will be applied to IOM Currency Accounts.

Your Isle of Man savings account contacts



Telephone

+44 (0) 1624 641 888

Monday to Friday 9am to 5pm (GMT/BST) except
Wednesday 9.30am to 5pm (GMT/BST) to speak to an
adviser. Calls may be recorded or monitored and
normal charges apply.



Write

P.O. Box 123, 19/21 Prospect Hill,
Douglas, Isle of Man, IM99 1ZZ,
British Isles



Visit our branch

19/21 Prospect Hill, Douglas, Isle of
Man, IM1 1ET, British Isles

Monday to Friday 9am to 5pm except Wednesday
9.30am to 5pm



Online Banking

Visit [santander.co.uk](https://www.santander.co.uk)

24 hours a day, seven days a week

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