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	<a href="http://www.abbeyinternational.com">www.abbeyinternational.com</a>

# General Terms and Conditions

These Terms and Conditions set out the rights and obligations of you (the customer) and Abbey National International Limited. These Terms and Conditions together with the signed and completed New Client Application Form and the Mandate contained therein constitute the entire contract between you and Abbey National International Limited (which together are referred to as the Terms and Conditions). These Terms and Conditions should be read carefully before signing the New Client Application Form. These Terms and Conditions may be varied by us – please see clause A11.4 and apply to all our Accounts that we may offer from time to time. When we refer to your 'Account' this means the relevant term or condition applies to all these Accounts. Where a term or condition only applies to one of your Accounts, we make this clear. In some places these Terms and Conditions refer to details, for example our interest rates and charges, which we provide separately from these Terms and Conditions.

For the purposes of these Terms and Conditions the English language will be the contract language. By signing the declaration on our New Client Application Form you are confirming that you accept and fully understand the meaning of these Terms and Conditions.

Abbey National International Limited trading as Abbey International (hereinafter referred to as 'we' or 'us' or 'our' or 'the Bank'), accepts deposits as principal in Jersey and is a wholly owned subsidiary of Santander UK plc. Abbey National International Limited's ultimate parent undertaking and controlling organisation is Banco Santander Central Hispano, S.A., a company incorporated in Spain.

All references to sterling or £ are to be construed as references to the currency of the United Kingdom; all references to US dollars or \$ are to be construed as references to the currency of the United States of America; and all references to euro or € are to be construed as references to the currency of the European Union issued by the European Central Bank.

## Definitions

Terms used in these Terms and Conditions should be interpreted as follows:

'**Account**' means your bank Account operated and maintained by us in your name.

'**Advice**' means a written confirmation of a Foreign Exchange transaction or fixed deposit instruction.

'**ATM**' means an Automated Teller Machine.

'**Authenticated Telegraphic Advice**' or '**Authenticated Swift Message**' means a message received from another financial institution from which an irrevocable notification of receipt or payment of funds can be accepted.

'**Authenticated User**' refers to a customer who has accessed either the Telephone Banking or Internet Banking Service by entering their valid security details or security information.

'**Available Balance**' means the cleared credit balance on your Account from time to time. In calculating the Available Balance, we may take into account any commitments we have given to VISA Merchants to debit Card Transactions to your Account but have not yet debited to your Account and any other amounts which we know are due to be debited to your Account. It also excludes any cheques which are still in the process of being cleared. It does not include any balances you may have on other Accounts held with us.

'**BACS**' means the Bankers Automated Clearing Service and its successors.

'**Base Rate**' means a variable lending rate as set by each country's central bank.

'**Bed and Breakfast**' means the facility to capitalise interest, close an Account and re-open a new Account in the same name the following day for the purpose of determining a specific date on which interest is paid.

'**Block or Blocked**' means an action of the Bank to preserve the funds held on an Account, by means of restricting Credits and Debits to the Account as necessary to protect the Account holder(s), the Bank or other third party from financial loss.

'**Business Day(s)**' include Monday to Friday with the exception of declared bank and public holidays in Jersey. Bank and public holidays in the appropriate 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.

'**Call**' means any account from which funds can be accessed immediately.

'**Card(s)**' means the VISA Deferred Debit Card(s), which have been issued to you and embossed with your name.

'**Card Facilities**' means the VISA services described in Section D, VISA Deferred Debit Cards.

'**Card Fee**' means the monthly charge incurred by Platinum and Infinite Cardholders for the Benefits Package.

'**Card Transaction**' means any purchase or cash withdrawal made with your Card that you have authorised.

'**CHAPS**' means the Clearing House Automated Payments System and its successors.

'**Chip**' means a microchip embedded in the front of the VISA Deferred Debit Card.

'**Commencement Date**' means the first Business Day of a Fixed Rate Deposit Contract.

'**Country of Residence**' means the country in which you have your permanent residential address at the place where you ordinarily reside, i.e. where you spend most of your time in any year, and under EUSTD legislation are classed to reside for tax purposes.

'**Date of Receipt**' means the actual Business Day when we receive items such as cheques for processing.

'**Day Count**' means the common accounting convention that affects the way we calculate accrued interest. These are actual/365 days per year for sterling and actual/360 days per year for US dollars and euro.

'**Deferred Debit**' relates to your transactional spending (excluding cash withdrawals) on your VISA Deferred Debit Card. These transactions are debited to your account for calculation of available balance on the day we receive the merchant transaction and for interest purposes at the end of that month. Cash withdrawals are debited for both available balance calculation and interest purposes on the day we receive the cash withdrawal transaction.

'**Direct Debit**' means a payment out of an Account with your authorisation, which is arranged by the organisation that receives the money.

The '**Direct Debit Guarantee**' means:

- If the amounts to be paid or the payment dates change, the organisation collecting the payment will notify you normally 10 working days in advance of your account being debited or as otherwise agreed
- If an error is made by the organisation or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid
- You can cancel a Direct Debit at any time by contacting your bank or building society. We also recommend you notify the organisation concerned.

'**European Economic Area (EEA)**' means the European Union member states plus Iceland, Liechtenstein and Norway and, for the purposes of Data Protection, includes other countries with equivalent Data Protection Legislation, such as; Switzerland, Canada, Argentina, Guernsey and the Isle of Man.

'**European Union (EU)**' means a regional organisation comprising of European Union member states.

'**European Union Passport Holders**' means any individual person who has a passport issued by a European Union member state.

'**European Union Resident Individual**' means an individual person who is resident in the European Union for tax purposes.

'**European Union Savings Tax Directive (EUSTD)**' is a framework for laws between the member states of the European Union, which requires each member state to allow the Exchange of Information or the application of a Retention Tax between each other about EU residents who earn interest on savings and investments in one EU member state but live in another.

'**EUSTD election**' – The election by a European Resident to:

- have tax retained from interest payments made to the individual; or
- have the details of interest paid made to the individual exchanged with the relevant tax authority; or
- on the receipt of satisfactory evidence (see paragraph A6.11 (a) or (b)) be exempt from the scope of the tax.

'**Exchange of Information**' means the automatic Exchange of Information of interest and identity details with the Jersey Tax Authority.

'**Foreign Currency**' means any currency other than sterling.

'**Foreign Exchange**' means converting funds from one currency into a different currency.

'**IBAN**' (International Bank Account Number) is a European standard, used to identify each unique bank Account.

'**Individual**' means each individual person operating an Account with Abbey International.

'**Internet Banking Service**' means the services which can be performed via our Website, which can be accessed by entering the correct security details. The service provides secure access to personal and Account information, as well as the ability to request transactions and amendments to your Account.

'**Internet Log-In Password**' means the personal password that you use together with other personal Security Details to access your Account(s) via the Internet Banking Service.

'**Legal Order**' means an order issued by any authority, which is legally binding on the Bank.

'**Mandate**' means the signing instructions for the operation of the Account(s) contained in the New Client Application Form or as amended from time to time.

'**Maturity Date**' means the final Business Day of a fixed deposit.

'**Membership Number**' means the unique number which forms part of your personal Security Details for accessing our Telephone Banking and Internet Banking Service.

'**Minimum Balance**' means the minimum amount of money required to open, maintain and earn interest on an Account and receive Premium Service Credits in the case of a Platinum or Infinite Card.

**'Notice Account'** means any Account on which funds cannot be accessed immediately without Notice Penalty. A period of notice to withdraw these funds must be provided to avoid the Notice Penalty payment.

**'Notice Period'** is the period of time, in days, determined by the terms and conditions and the type of Notice Account held, that must be given by you to the Bank to facilitate a withdrawal. The period starts from the Business Day we receive your notification for the amount specified. Funds held on the Notice Account will continue to earn interest up to the date of withdrawal.

**'Notice Penalty'** means a financial penalty that will be deducted if funds are withdrawn from a Notice Account without giving the required Notice Period. The penalty will be equal to the amount withdrawn, at the prevailing interest rate, for the number of days for which full Notice Period has not been provided. This penalty will be deducted from the capital balance on the Account. (See clause H1.6 for details of how this is calculated).

**'Partial Notice'** is where only a proportion of the full Notice Period is given or served.

**'PIN'** means the unique Personal Identification Number issued to you for use with your Card. Where two or more Cards are issued on the same Account, each PIN will be different.

**'PIN Advice'** means the notification we will send you containing your PIN.

**'Premium Service Credit'** means partial or full refund of Platinum and Infinite Card Fees, where the minimum balance requirements have been met in each monthly period.

**'Renewal Card'** means a new Card issued to you before the expiry date of your old Card, which bears the same Card number.

**'Retention Tax'** means European Union Savings Tax payable on interest received, deducted at source by the Bank.

**'Security Code'** means a 6-digit numeric security identification code chosen by you and used in the identification process and to access the Telephone Banking Service and Internet Banking Service.

**'Security Details'** means your personalised information used to remotely access our services, and includes Temporary Internet Log-In Password; Internet Log-In Password; Membership Number; Security Code and any other security information used to access our services. Security Details are used for authentication purposes when you use the Telephone Banking Service or Internet Banking Service.

**'Spot Value'** means two Business Days forward from the trade date and usually refers to a Foreign Currency transaction.

**'Standing Order'** means an instruction you give to us to pay an amount of money regularly to another bank Account.

**'Statement'** means the record of transactions issued periodically for a particular Account.

**'Sterling Area'** means the United Kingdom, Channel Islands, Isle of Man and Gibraltar.

**'SWIFT'** means the Society for Worldwide Interbank Financial Telecommunications.

**'Tax Authority'** means the Competent Authority charged with the collection of taxes in any country.

**'Telephone Banking Service'** means once you have been successfully authenticated you may authorise us to carry out your telephone instructions including instructions to make payments to third parties and Account closure.

**'Temporary Internet Log-In Password'** means the temporary password that we will provide to you which you will use (together with your Security Details) to access the Internet Banking Service for the first time. You will be required to change your Internet Log-In Password after your initial log-in to the Internet Banking Service.

**'Third Party'** means an Individual who you nominate to be able to access information and carry out certain Account operations on your behalf (see Third Party Authorisation Form for full details and restrictions).

**'UK Base Rate'** means The Bank of England's Repo interest rate, which is set by the Monetary Policy Committee.

**'VISA ATM'** means an Automated Teller Machine operated by a VISA Bank that is open for the use of VISA Deferred Debit Cardholders.

**'VISA Bank'** means any financial institution, which is a member of VISA International.

**'VISA Member'** means Financial institutions or other entities that use or offer for use VISA Products and services in and/or outside the Territory under sublicense from Visa Europe or an affiliate of Visa Europe.

**'VISA Merchant'** means a retailer or other organisation, which has an agreement with a VISA Bank to accept VISA Cards.

**'Voucher'** means a receipt for goods or services obtained when using your VISA Deferred Debit Card for payment.

**'Website'** means our Website that contains all up-to-date Account information – [www.abbeyinternational.com](http://www.abbeyinternational.com)

**'Withholding Tax'** means the European Union Savings Tax Directive term for Retention Tax.

**'you', 'your'** means the person(s) in whose name(s) an Abbey International Account has been opened and who has signed the New Client Application Form or is authorised to sign on the Account as a third party.

## Contact Numbers

\* The prefix +44 is not required if you are calling within the UK.

Contact Area	Contact Telephone Numbers	Availability
Personal Banking Team For all general enquiries	+44 (0) 845 054 4000* +44 (0) 1534 885 000*	8am – 8pm UK time on Business Days
Premium Banking Team	+44 (0) 8452 707 158* +44 (0) 1534 885 055*	8am – 8pm UK time on Business Days
Lost and Stolen VISA Deferred Debit Cards For this service only	+44 (0) 126 829 8807*	24 hours

## Section A – General Terms and Conditions

**Section A contains general Terms and Conditions that are applicable to all of our Accounts and services. For additional clauses that are specific to individual Accounts and services please refer to Section C onwards.**

### A1 Opening and operating your personal account

- A1.1 To open an Account, you must be at least 18 years old, and not be restricted in your country of residence from opening an Account with us.
- A1.2 We only accept personal Accounts which are used solely for personal banking, Business accounts are not accepted. Account acceptance will be at our sole discretion.
- A1.3 You must complete the New Client 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 fulfil our own internal Know Your Customer (KYC) obligations, we require you to provide us with documentary evidence of your identity, current permanent residential address and financial information. The Account that you have applied for will not be operational until we are satisfied that our legal and regulatory obligations have been fulfilled. We reserve the right to refuse any application and to request further documentation at any time.
- A1.4 The maximum number of named Individuals permitted on any personal Account is four.
- A1.5 For the initial deposit, electronic transfers are acceptable. If a cheque or draft is used they can only be accepted if they are drawn on an account in the applicant's name(s) or have been issued by a bank, a financial institution, a solicitor or lawyer and made payable to the applicant(s) or to us with the applicants' name. We reserve the right to request additional information to verify the source of the funds and to refuse any deposit.
- A1.6 You may authorise another person to operate your Account on your behalf. A Third Party Authorisation Form must be completed by all named Account holders and the nominated person will also be required to provide documentary evidence of identity and current permanent residential address.
- A1.7 Existing customers may activate the Internet Banking Service by calling us. See section B2 for further details.
- A1.8 By accepting these Terms and Conditions, all named Account holders of a joint Account agree that any money held in joint names should be payable to and held for and to the order of the survivor(s). In the event of death of an Account holder, we will require an original or a certified copy of the Death Certificate before we can remove the deceased's name from a joint account. We will accept the signature(s) of the surviving Account holder(s) as authority for withdrawals.
- A1.9 In the event of death of a sole Account holder, the funds in the Account will be Blocked by us until we have seen an original or a suitably certified copy of the Death Certificate, at which time the Executor(s) or Administrator(s) of the Deceased's Estate will be entitled to obtain information from the bank in order to apply for a Jersey Grant of Probate or for Letters of Administration to be issued. Exceptionally, at our discretion and within the limits allowed by Jersey law under the small estates exemption clause, we may release the balance to the named Executor(s) or Administrator(s) without production of a Jersey Grant of Probate or Letters of Administration, upon their completion of an indemnity in favour of us and production of satisfactory documentary evidence of identity and current address of each Executor or Administrator. Otherwise we will require a certified copy of the Grant of Probate or Letters of Administration before doing so. The terms and conditions of individual(s) accounts will still apply.
- A1.10 On receipt of a notification of a dispute between the holders of a joint Account, the Account will be Blocked, together with any associated Cards, pending resolution of the dispute. Any one Account holder may notify us of a dispute on a joint account, but until all Account holders agree a resolution, withdrawals from the Account will only be permitted upon receipt of signed instructions by all Account holders. We may also ask for the return of any unused cheques and Cards. We reserve the right to debit the joint Account for any outstanding Card Transactions received after notification of the dispute.
- A1.11 All named Account holders of a joint Account shall be responsible, both jointly and as Individuals, for any amounts owing to us on the Account.
- A1.12 Any amendment to the current Mandate requires the agreement of all existing named Account holders of the Account and the completion of a new Mandate.
- A1.13 Where you have given us an address(es); telephone number(s) and/or an email address(es), we assume the right to use these as a means of communication with you.

- A1.14 We may refuse to carry out or allow any transaction or information amendment if we are not reasonably satisfied of the identity or authority of the person requesting the transaction or the lawfulness of the transaction.
- A1.15 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.
- A1.16 Any Accounts opened subsequent to your initial application are bound by the same terms and conditions and any additional terms and conditions or amendments that apply to structured products, fixed deposit or limited edition Accounts. New Accounts can be opened by telephone or in writing without the need for a further application provided sufficient identification documentation for you is held by us.

#### **A2 Closing your Account**

- A2.1 If you wish to close your Account, you must give us written instructions, which must be signed in accordance with the Account Mandate and sent to us by post, or by notification to our Telephone Banking Service by Authenticated Users. For security reasons, you cannot close your account using our Internet Banking Service.
- A2.2 We reserve the right not to close your Account until you have returned all Cards issued or have destroyed them prior to return. You will be liable for any transactions you have made which are paid by us after closure together with any charges incurred. Any recurring transactions or regular payments must be cancelled directly with the VISA Merchant concerned. You will continue to be liable for all payments until such time as cancellation takes effect.
- A2.3 We may close your Account at any time and repay the balance to you, together with any interest due. We do not have to give you a reason for doing so. If we decide to do this, we will normally give you 30 calendar days written notice unless there are exceptional circumstances that require us to close the Account immediately.
- A2.4 If you wish to Bed and Breakfast your Account, you need to provide two Business Days notice prior to the required closure date. Your Account will be closed on the date requested and on the next working day it will be opened under a new Account number. We reserve the right to charge for this service, and we will advise you of any charge prior to carrying out your instruction. This facility is not available on the Gold Account.

#### **A3 Telephone Banking Service**

- A3.1 We provide a Telephone Banking Service, on all Business Days. Please refer to Contact Numbers section, for service availability. For your protection and to help us improve the quality of our service, we will record and may monitor your telephone calls.
- A3.2 To apply for the Telephone Banking Service you must complete and sign the Telephone Banking Service Application Form and return the original to us by post. Once we have received the form, it must be activated by you before you can use the Service.
- A3.3 Before you can use this service, you will need to be successfully authenticated and, using your Membership Number, create a Security Code. Your Membership Number and Security Code together make up your Security Details for the Telephone Banking Service.
- A3.4 You must keep your Security Details secure and not disclose them to anyone else. You will be liable for any transactions where:
- a) you have failed to take adequate precautions to keep your details secure,
  - b) you have authorised the carrying out of the transactions or the access or use of the service, or
  - c) you acted fraudulently.
- A3.5 You may authorise us to carry out your telephone instructions (including instructions to make payments to third parties and Account closure), providing you use the Telephone Banking Service (See Section A3.2) and you have been successfully authenticated. We reserve the right to carry out any additional identity check(s) in connection with this service.
- A3.6 We may refuse to carry out any instructions if they involve a transaction exceeding a particular value or if we feel there is a reason to do so, such as a suspected breach of security. We are not obliged to provide you with a reason. We will notify you of our refusal within one Business Day of making our decision.
- A3.7 Should a further Account be opened in the same name(s) with identical signing instructions, the same Security Details will be applied to this Account once the Account opening is complete.
- A3.8 You may cancel or amend an instruction given to us using the Telephone Banking Service, providing this notification is received by us one Business Day before the day the transaction is to be actioned. Thereafter, we will do the best we can to comply with the request, providing we have not already actioned the instruction.
- A3.9 Whilst we reserve the right to verify the authenticity of any instructions received we have no further obligation to do so, providing you are an Authenticated User. We have no responsibility in the event that your Security Details come into the possession or knowledge of unauthorised persons through no fault of our own.
- A3.10 For your protection and to prevent fraud, if repeated attempts are made to access the Telephone Banking Service using incorrect Security Details, the Telephone Banking Service will be automatically locked after a predefined number of attempts. In this event and for your security, we will reset your Security Details only when you have successfully answered our security questions, which will enable us to correctly re-validate you as the Account holder.

#### **A4 Deposits**

- A4.1 Deposits are only accepted in Individual or joint names as per the Mandate.
- A4.2 All deposits carry the full and unconditional guarantee of Santander UK plc.
- A4.3 Once your Account is open, we will accept cheques or drafts in most major currencies. All items must be payable to the Account holder or Abbey International and the Account holder's name. We reserve the right to request additional information to identify the source of the funds and to refuse any deposit.
- A4.4 You may deposit funds into your Account by electronic transfer from another bank; please refer to our Electronic Transfer leaflet or Website for details of how to send funds to us electronically.
- A4.5 Please refer to our Charges leaflet, Website or call us, for details of charges which you may be responsible for, when sending electronic transfers to your Account.
- A4.6 We will action all electronic transfers that require a Foreign Exchange transaction received by 1pm (UK time) for same day value at the prevailing exchange rate on the day of receipt. Transfer instructions received after 1pm (UK time) will be treated as received and actioned on the next Business Day, unless we have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT message before 1pm (UK time) on the Date of Receipt.
- A4.7 Funds will be applied to the Account number, or IBAN, quoted. In the absence of an Account number being quoted or the quoted Account number, or IBAN being closed, we reserve the right to apply the funds to any Account held by you in the same currency as the funds. In the absence of an Account held by you in the same currency as the funds, we reserve the right to convert the funds and credit the proceeds to an Account held in your name in a different currency without prior notification. We reserve the right to return funds to the remitter if we are unable to identify an appropriate Account to apply your funds to.
- A4.8(1)a) Sterling cheques (drawn on a bank in the Sterling Area) credited to a sterling Account will be processed in accordance with the standard industry clearing cycle (further details available from [www.apacs.org.uk](http://www.apacs.org.uk)). Sterling cheques drawn on another Account with the Bank will receive value for interest purposes on the date of credit to the Account.
- b) US dollar cheques (drawn on a bank in the US), credited to a US dollar Account will be deemed to have cleared for interest purposes five Business Days after the Date of Receipt and for withdrawal purposes 20 Business Days after the Date of Receipt. We reserve the right to send a US dollar cheque for negotiation or collection in certain circumstances (see clause A4.8 (1) c), and if we do, we will write to you to advise you of our action. Please refer to our Charges leaflet, Website or call us, for details of charges which you may be responsible for, when sending US dollar cheques to your Account.
- c) Foreign cheques, including Sterling cheques drawn outside the Sterling Area, US dollar cheques drawn outside the United States of America, cheques drawn in euro and all other currency cheques will be sent for negotiation or collection and will be deemed to have cleared for both interest and withdrawal purposes when we have received the proceeds. Please refer to our Charges leaflet, Website or call us, for details of charges which you may be responsible for, when sending foreign cheques to your Account.
- (2) We retain the right of recourse, meaning if a cheque is subsequently returned unpaid for any reason, we will debit your Account in full for the amount credited to your Account, together with any consequent interest that we may have paid on your Account and any charges incurred by us. Where funds have been converted to another currency, we also retain the right to recover any difference brought about by fluctuations in exchange rates.
- A4.9 We do not permit withdrawals against uncleared funds.
- A4.10 We do not accept sterling cash deposits, travellers cheques, postal or international money orders.
- A4.11 In order to comply with Anti-Money Laundering, Drug Trafficking and Terrorism laws and regulations we reserve the right to request and obtain further information from you regarding the source of funds you have deposited with us. If you are unable to supply satisfactory evidence or explanations, these funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by you.
- A4.12 We reserve the right to refuse any deposit at our sole discretion. These funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by you.

#### **A5 Withdrawals**

- A5.1 Withdrawal instructions can only be accepted by us providing they are:
- i. given in writing, by way of original signed letter and in accordance with your Mandate, or
  - ii. given via our Internet Banking Service or by the Telephone Banking Service and you have been authenticated by that service.
- We, or any third party acting on our behalf, will not be liable for failing to complete any withdrawal instruction if:

- a) you have not yet fulfilled our Account opening requirements (see Clause A1.3); or  
b) you have not signed the instruction in accordance with your Mandate; or  
c) you have not authenticated yourself to use our Internet Banking Service; or  
d) you have not authenticated yourself to use our Telephone Banking Service; or  
e) you do not have sufficient cleared funds in your Account to make the withdrawal; or  
f) a Legal Order has prohibited withdrawals from the Account; or  
g) your Account is closed or Blocked; or  
h) you have not provided us with complete and correct withdrawal instructions; or  
i) you have not provided us with satisfactory details regarding the source of any funds you have deposited with us (see clause A4.11); or  
j) we fail to carry out your instructions because of industrial action, or the failure of any of our machines, data processing systems or transmission link, fire, flood, or improper transmissions or handling of payments by a third party or other events outside our control, despite reasonable precautions by us; or  
k) there has been a failure of, or error in any part of, an electronic fund transfer system or any terminal or telecommunication device used in connection with the system; or  
l) you have committed any fraud or violated any law or regulation.
- A5.2 For reasons of security we cannot accept any withdrawal instructions via email.
- A5.3 We reserve the right to contact you regarding any withdrawal request, in order to perform periodic security checks, and this may delay the processing of the withdrawal. Further, we reserve the right to refuse to carry out any instruction if we are in any doubt regarding its authenticity or in any other circumstances where we consider it necessary or desirable to protect your or our interests.
- A5.4 Instructions to transfer sterling to banks within the Sterling Area must specify whether the transfer is to be made by BACS or CHAPS. If you do not specify how the transfer should be made we reserve the right to send payments of up to £5,000 by BACS and payments of more than £5,000 by CHAPS, for which the applicable charge will be levied.
- A5.5 We will action on the same Business Day all withdrawal instructions received by 1pm (UK time) to transfer sterling from a sterling Account by CHAPS or BACS. Similar transfer instructions we receive after 1pm (UK time) will be treated as received and actioned on the next Business Day.
- A5.6 Electronic transfer instructions received by 1pm (UK time) that do not involve any currency exchange, will be actioned on the Date of Receipt.
- A5.7 We will treat all withdrawal instructions received by us after 1pm (UK time), as if received the next Business Day. We may refuse to effect a withdrawal instruction where there are reasonable circumstances for doing so.
- A5.8 Internal transfer instructions received before 4pm (UK time) that do not require a currency exchange will be actioned on the day of receipt.
- A5.9 Internal transfer instructions received after 4pm (UK time) that do not require a currency exchange will be actioned on the next business day.
- A5.10 Withdrawals may be made by Card, cheque, Standing Order or Direct Debit, depending on the type and currency of the Account.
- A5.11 Withdrawals may be made by banker's cheque or electronic transfer (SWIFT, CHAPS or BACS). Such withdrawals are made at your own risk and we are not liable for any loss, damage or delay, caused by circumstances beyond our control and which are not directly due to the negligence of our agents, officers or employees.
- A5.12 Charges for making payments by Standing Order are in accordance with our published Charges leaflet. There is no additional charge to set up a Standing Order.
- A5.13 We do not provide the following services:  
a) counter cash withdrawals in any currency,  
b) travellers cheques,  
c) international money orders or  
d) bankers' drafts.
- A5.14 Withdrawals from Notice Accounts are subject to a requisite Notice Period. Requests for withdrawals giving less than the requisite Notice Period will be subject to a Notice Penalty (see Section H for further details). Withdrawals from fixed deposit Accounts are not permitted before the Maturity Date (see Section G for further details).
- A5.15 Subject to normal Business Days, payments will be made for the following value dates:  
a) sterling payments – same day value  
b) US dollar payments – same day value  
c) euro payments – same day value  
d) all other currencies – Spot Value.
- A5.16 Overdrafts are not permitted. Debit interest on unauthorised overdrafts will be charged at a rate of 10% over the applicable currency Base Rate. Items presented for payment may be refused if insufficient cleared funds are held on the day of presentation.
- A5.17 We reserve the right to offset against any credit balances you hold with us in order to pay off any outstanding debts to us. We may at any time, and without notice, combine or consolidate all or any of your Accounts, irrespective of the currency denomination, and/or transfer any sums standing to the credit of such Accounts towards satisfaction of any liabilities you may have with us, or any commitments entered into by us on your behalf.
- A5.18 To stop payment of any item, we recommend you contact us immediately by telephone, followed by signed confirmation in writing. We will not act upon any such instruction if the item has already been debited to the Account or we have given a commitment that payment will be made.
- A5.19 We reserve the right to charge for processing withdrawals (see Charges leaflet).
- A5.20 When making international funds transfers you should be aware that other banks and/or agents may levy additional charges. We cannot influence such charges and they remain your responsibility when making these types of payments.
- A6 Interest**
- A6.1 Interest will accrue daily on the cleared balance of your Account. Sterling interest is calculated on an actual/365 day basis, whereas US dollar and euro interest is calculated on an actual/360 day basis – consistent with banking practice in UK, USA and Europe respectively.
- A6.2 Interest will be credited gross (without deduction of taxes) to your Account unless you are an Individual whose 'Country of Residence' is in the European Union. See A6.3.
- A6.3 Under legislation introduced by the Jersey Government in support of the aims of the European Union Savings Tax Directive, all European Union resident Individuals will by default be subject to 'Retention Tax' on their savings income paid in Jersey.
- A6.4 For the purposes of the legislation, interest has been earned equally by all Individuals named on the Account. Information will be required from all Individuals to the Account to allow the Bank to determine the 'Country of Residence' of each Individual and whether they are within the scope of the legislation.
- A6.5 All European Union resident Individuals who are within the scope of this legislation will have a Withholding Tax, known as 'Retention Tax', applied as the default option. Once deducted, the Bank will pay the retained tax element of interest to the Jersey Tax Authority who will pay an amount to the Tax Authority of the European Union member state in which that Individual is resident. The identity of the Individual that this 'Retention Tax' relates to will not be disclosed to the Jersey Tax Authority or the European Union member state. The rate of 'Retention Tax' to be applied to European Union resident individuals' interest payments is as follows:  
■ 15% from 1 July 2005 to 30 June 2008  
■ 20% from 1 July 2008 to 30 June 2011  
■ 35% from 1 July 2011.
- A6.6 On request, we will provide a certificate of the amount of tax retained in any Jersey financial year. The Jersey financial year runs from 1 January to 31 December.
- A6.7 If you are a European Union resident Individual who is within the scope of this legislation, you may opt to elect in writing for disclosure by us of the interest you receive to the Jersey Tax Authority which may then make onwards disclosure to the Tax Authority of the European Union member state in which you are resident: this is known as 'Exchange of Information'. You can only elect for this option on the form provided by us for this purpose. This form must provide the information requested by us and be signed by the Individual to whom it relates. No other type of request from any Individual is acceptable. If you opt to exchange information, your interest will continue to be paid gross, but information on your identity and the amount of interest you receive will be provided to the Jersey Tax Authority which may disclose that information to the Tax Authority of the European Union member state in which you are resident. The information we provide on your identity will be your name, address and Tax Identification Number (TIN) where this is printed on your passport or identity card. Where the TIN is not available, then the place and date of your birth will also be provided.
- A6.8 If any Individual does not provide the election on the required form, and the Bank determines that that Individual is resident in the European Union for the purposes of the legislation, then the 'Retention Tax' as set out in clause A6.5, will be applied.
- A6.9 i) We will apply the election contained in the form provided by us for this purpose, from the date that a properly completed form is received by the Bank. The election you make about the treatment of your interest will apply to all Accounts you currently have or subsequently open with us.  
ii) We are unable to refund any tax retained prior to receipt of a properly completed form. In such circumstances you may be able to claim a refund from the relevant tax authority. On request we can supply you with a certificate of tax retained.
- A6.10 If you are a European Union Passport Holder, whose permanent residential address is not in the European Union, you may still be within the scope of the legislation. It may be necessary to treat you as being 'resident' in the country that issued your passport, unless proof is provided that you are not resident in the European Union. You are required to provide a valid Tax Residence Certificate from your 'Country of Residence' or other proof as the Bank deems necessary. If sufficient proof is not available for the Bank's satisfaction, then the 'Retention Tax', as set out in paragraph A6.5, will be applied.

- A6.11 If you are a European Union Resident Individual who is exempt from tax on interest payments arising in respect of the Account in the European Union member state in which you are resident, you will need to provide evidence to us that such an exemption exists. Although we retain the right to refuse any information that we deem not to be appropriate, examples of evidence confirming any Individual's status under this exemption are as follows:
- a) a copy of correspondence between you (or your professional advisers) and the Tax Authority of the European Union member state in which you have your 'Country of Residence' and where that Tax Authority confirms your non-domiciled status or tax exempt status as appropriate;
  - b) a letter addressed to us by your professional adviser (accountant or lawyer) confirming your non-domiciled status or tax exempt status in their 'Country of Residence'.
- You may receive independent financial advice from time to time advising you to change your EUSTD election to suit your personal circumstances. We will amend your EUSTD election upon our acceptance of a Customer Election Form, duly completed, signed by you and accompanied by the required evidence to support the revised election. In the meantime we will continue to operate your account based on your existing election until such time as your new election application has been accepted by us.
- Failure to provide one of the preceding items to our satisfaction will result in the 'Retention Tax', as set out in clause A6.5, being applied.
- A6.12 Interest will be paid as per your instruction on the New Client Application Form and unless otherwise instructed by you, will be added to the Account on which it is earned.
- A6.13 We may change the interest rates on your Account at any time, with the exception of Fixed Rate Deposit Contracts (see Section G). We may make a change for one or more of the following reasons:
- a) to keep our business competitive as a whole, taking account of actual or expected changes in market conditions; or
  - b) to reflect actual or expected changes on money market interest rates; or
  - c) to ensure our business is run prudently; or
  - d) to reflect general banking or investment practice; or
  - e) to enable us to harmonise our banking arrangements; or
  - f) to reflect changes in technology or in the cost of providing a service to you including direct costs we are required to pay others, or to take account of inflation; or
  - g) to reflect any legal or regulatory requirements or guidance or any decision or recommendation by a court or the Jersey Financial Services Commission.
- If we change our interest rates we will put notices on our Website.
- A6.14 We may change our interest rates for any valid reason not included in clause A6.13. If we do so we will give you personal notice at the earliest opportunity and you are free to close your Account immediately without penalty or loss of interest.
- A6.15 We will pay credit interest at the rates published, which are available on request from our offices (see Contact Numbers) and from our Website.
- A6.16 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.
- A7 Fees and Charges**
- A7.1 Services will be charged as detailed in our Charges leaflet. You may also obtain this information by visiting our Website. We may make a change or introduce any day-to-day charge at any time for one or more of the following reasons:
- a) to keep our business competitive as a whole, taking account of actual or expected changes in market conditions; or
  - b) to ensure our business is run prudently; or
  - c) to reflect general banking or investment practice; or
  - d) to enable us to harmonise our banking or charging arrangements; or
  - e) to reflect changes in technology or in the cost of providing a service to you including direct costs we are required to pay others, or to take account of inflation; or
  - f) to reflect any legal or regulatory requirements or guidance or any decision or recommendation by a court or the Jersey Financial Services Commission.
- If we introduce a new day-to-day charge, or increase any day-to-day charge, for one of the reasons listed above, we will tell you personally in writing at least 30 days before the change takes effect.
- A7.2 We may change our charges for any valid reason not included in clause A7.1. If we do so we will give you personal notice at the earliest opportunity and you are free to close your Account immediately without penalty or loss of interest.
- A7.3 We may also make charges for services related to your Account (non day-to-day charges). We will tell you of our charges on receipt of your request; either before or when we provide the service to you.
- A7.4 We reserve the right to pass on all charges incurred by us from other organisations in carrying out your instructions.
- A7.5 We reserve the right to make a charge if you ask us to carry out special activities, such as investigations, research, interest calculations etc. We will advise you of the charge before we carry out your instructions.
- A8 Data Protection and Disclosure Information**
- A8.1 To enable us to provide and operate the Accounts and associated services, information supplied by you to us at any time, whether or not you become a customer, will be held within our databases and may be disclosed to other companies in the Banco Santander group. We undertake that where data is held within the Banco Santander group it will be held within the EEA or jurisdictions deemed to have equivalent standards of data protection legislation. Additionally, information may be provided to companies associated with providing services, for example, agents acting on our behalf such as card processors and card manufacturers.
- A8.2 All information we collect is collected lawfully and held for specified and lawful purposes in accordance with the Data Protection (Jersey) Law 2005. Your privacy is important to us and we will respect your personal information and do our best to ensure that the details we hold are accurate and kept up to date.
- A8.3 The information given by you will be used by us to provide the service you are applying for and to verify, update and enhance our records. Some of your information will be provided to other companies associated with providing services, for example, payment processing agents, who may be based in other countries. We will make sure that your information is only used in line with our instructions and our own strict policies on confidentiality. If we transfer your information to another country, we will also make sure that we give it the same levels of protection as needed under the Data Protection (Jersey) Law 2005. Additionally, this information may also be used to develop and improve our products and services.
- A8.4 Subject to our understanding of local advertising regulations of the country of your correspondence address, any information you provide to us may be used by us to advise you by post, telephone or other electronic media, any products and services that we think may be of interest to you. If you would prefer not to receive this information you should write to The Manager (Data Protection), Abbey International, PO Box 545, St Helier, Jersey JE4 8XG Channel Islands.
- A8.5 For the purpose of verification or amendment of any inaccuracies, you have the right of access to certain personal records that we hold about you, as provided under the Data Protection (Jersey) Law 2005. If you wish to exercise this right, you should write to The Manager (Data Protection), Abbey International, PO Box 545, St Helier, Jersey JE4 8XG Channel Islands. We will charge you should we provide information under this provision.
- A8.6 We may use the information you provide to search credit reference agencies. We may also search fraud prevention agencies to check the identity of any signatory to an Account. Other organisations may become aware of those searches but this is not a credit check and will not be seen or used by other organisations to assess your ability to obtain credit. We may use information we receive from these agencies about you to manage your Account, recover debt; prevent and detect fraud, verify identities and meet any legal obligations on us; including statutory and regulatory reporting.
- A8.7 In addition to the information you provide, we may also collect information about any signatory to an Account from:
- a) other Account holdings with which signatory(ies) are connected; and
  - b) other organisations, including credit reference agencies and fraud prevention agencies; and
  - c) the way you use our products and services, eg, Account transactions.
- A8.8 We may give details of your Account or your name and address to anyone else if:
- a) we are required to do so, by law; or
  - b) this is necessary to protect your and our interests; or
  - c) disclosure is made at your request or with your consent; or
  - d) we are required to by our regulators; or
  - e) where we transfer our rights and obligations under this agreement (see A11.3)
- This will include disclosing your name and address on all payment instructions. If this will cause you a problem, please contact us.
- A8.9 We will not disclose your information to anyone outside the group, other than for the purposes described above, unless:
- a) we have your permission; or
  - b) we are required to do so by law.
- A9 Currency Conversion**
- A9.1 Cleared funds may be converted upon request to any other currency for external payments.
- A9.2 Funds may be received by us in any currency and, unless otherwise advised, we will convert into the currency in which your Account is held, for Spot Value.

- A9.3 Currency conversions will be carried out at the prevailing exchange rate of Abbey International, up to 1pm (UK time) on the date the instruction is received, for Spot Value. Instructions received after 1 pm (UK time) will be treated as received and actioned on the next Business Day.
- A9.4 We will action all electronic transfers that require a Foreign Exchange transaction received by 1pm (UK time) for same day value at the prevailing exchange rate on the day of receipt. Transfer instructions received after 1pm (UK time) will be treated as received and actioned on the next Business Day, unless we have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT message before 1pm (UK time) on the Date of Receipt.
- A9.5 Where electronic transfer instructions requiring a currency exchange, are received by 1pm (UK time), the currency exchange and payment instruction will be carried out for Spot Value at the days prevailing exchange rate. Electronic transfer instructions that require a currency exchange received after 1 pm (UK time) will be treated as received and actioned on the next Business Day for Spot Value at the days' prevailing exchange rate.
- A9.6 Where internal transfer instructions that require a currency exchange are received before 3pm (UK) time, the currency exchange will be carried out for Spot Value at the days' prevailing exchange rate.
- A9.7 Internal transfer instructions that require a currency exchange received after 3pm (UK time) will be treated as received and actioned on the next business day for Spot Value at the days' prevailing exchange rate.

#### A10 Statements

- A10.1 Statements will only be sent to the correspondence address advised by you and will detail all transactions on the Account since the previously issued statement and will additionally advise the closure of an Account.
- A10.2 Additional Statements or copies of Statements are available upon request, subject to a charge (see Charges leaflet).
- A10.3 If you become aware of any transaction on your Account that has not been authorised by you, you must notify us immediately in writing or by calling us. For this purpose, you must check the Statement, foreign exchange or fixed rate deposit contract Advice we send you and let us know immediately of any errors. If it is necessary to investigate a transaction on your Account, you should co-operate with us and the police, if we need to involve them.

#### A11 General

- A11.1 We are required to hold sufficient information about you and to confirm your identity. If, upon review, we need additional information or proof of your identity we will contact you to obtain it. To protect both you and us, any failure to provide this information when requested may lead to your Account being blocked until we receive the requested information.
- A11.2 We do not provide financial or tax advice nor do we accept any responsibility for information or financial or tax advice that has been given to you by a third party concerning our Accounts, products or services.
- A11.3 We may transfer all or any of our rights in relation to your Account. We may also transfer any of our obligations, but only to someone we reasonably consider capable of performing them. References to us in these Terms and Conditions would then be read as references to the person to whom any relevant right or obligation was transferred. You may not transfer any of your rights or obligations in relation to your Account without our express agreement.
- A11.4(1) We may change these Conditions or any details forming part of the contract between you and us:
- to conform with or anticipate any changes in Jersey law, regulatory requirements or Codes of Practice or recommendations of the Jersey Financial Services Commission or any other suitable regulator; or
  - to provide for the introduction of new or improved systems, methods of operation, services or facilities; or
  - to enable us to harmonise our banking or charging arrangements; or
  - to take account of a ruling by a Court, Ombudsman, regulator or similar body; or
  - to reflect market conditions; or
  - to reflect general banking practice; or
  - to make them clearer or more favourable to you; or
  - to rectify any mistake that might be discovered in due course.

(2) We may also change these Conditions for any other valid reason.

(3) If we make a change, or changes, which are to your disadvantage, we will give you 30 days prior notice in writing of the change. Under these circumstances, you can close or switch your Account without giving us notice, at any time up to 60 days from the date of notification of the change. You will not have to pay any additional charges for doing so.

(4) For any other changes which are not to your disadvantage, we will provide notice within 30 days following the change, and will either provide notice in writing or on our Website.

(5) A change to these Conditions includes removing or adding a Condition but does not include a change of interest rates or charges, which are covered by clauses A6 and A7.

- A11.5 We reserve the right to cease offering any form of Account without prior notice.
- A11.6 We do not accept instructions or requests to place deposits on constant notice, rolling notice, or to close an Account and transfer funds to a new identical Account in order to benefit from interest capitalisation.
- A11.7 These Terms and Conditions are governed by and in accordance with the laws of Jersey. You and we submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.
- A11.8 These Terms and Conditions are standard for all Accounts. Specific Accounts or products may have additional Specific Terms and Conditions, and will be applicable in addition to these Terms and Conditions. If Account Specific Terms and Conditions differ from these Terms and Conditions, the Account Specific Terms and Conditions will apply.
- A11.9 We care about the service we provide to you. We make every effort to maintain the highest possible standards and to improve the way we do things. If you are dissatisfied in some way, you should contact us and we will make every effort to resolve the issue with you.
- A11.10 You can find more information about our process for resolving complaints on our Website. If you do not have access to the Internet, please contact us and we will send this information to you.
- A11.11 Please make sure you let us know when you change your:
- name
  - residential or correspondence address
  - phone number
  - email address
  - occupation or employment details.

You must advise us as soon as possible in writing, or by telephone, providing you have registered for our Telephone Banking Service and are successfully authenticated. Please note for security reasons, you cannot change your address using the Internet Banking Service. If we do not hold correct information we may Block your Account to protect both you and us.

A11.12 Please take care when storing or destroying information about your Accounts. People who commit fraud use many methods, such as "bin raiding", to get this type of information. You should take simple steps such as shredding printed material. You will find the APACS Website [www.cardwatch.org.uk](http://www.cardwatch.org.uk) a helpful guide on what to do if you suspect Card fraud.

A11.13 Where reasonably practicable, we endeavour to comply with the guidelines laid down in The UK Banking Code, which sets standards for good banking practice for banks, building societies and other banking service providers. More details can be found on the following Website: [www.bankingcode.org.uk](http://www.bankingcode.org.uk)

#### Section B – Using our Internet Banking Service

- B1.1 When you first access our Internet Banking Service, you will be asked to accept the conditions of the Internet Banking Service. You will not be able to access your Account information on the Internet Banking Service until you have accepted the conditions of use.
- B1.2 This service may be unavailable to customers living in certain countries due to regulatory restrictions. It is for you to confirm that no regulatory restrictions apply to you in the country in which you reside. For this reason the information on our Website and Internet Banking Service is not an advertisement or an offer to sell products or services in countries where local laws do not permit their promotion or sale.
- B1.3 The Internet Banking Service is available 24 hours a day, 7 days a week, with support from our Personal and Premium Banking Teams available from 8am to 8pm UK Time, on Business Days.
- B1.4 We make no warranty that the Internet Banking Service will be available, although we will endeavour to restore the service as soon as possible if there is a failure. When the Internet Banking Service is not available, you may call us to conduct your transactions provided you are an Authenticated User.
- B1.5 We're totally committed to protecting you when you use our Internet Banking Service, but it is imperative that you follow our "golden rules for safe online banking", which are available from the "online security and internet fraud" page on our Website.

#### B2 Internet Security

- B2.1 You will be able to access the Internet Banking Service once you are an Authenticated User by entering your Security Details which you will be requested to set up during the registration process. You should change your Internet Log-In Password regularly or if requested to do so by us.
- B2.2 You must keep your Security Details secret at all times, and must not leave your computer unattended whilst logged into the Internet Banking Service. You must not tell anyone these details or write them down in such a way that someone could use them to access the Internet Banking Service. If you think that your Security Details may have been compromised you must change your Internet Log-In Password immediately and notify us immediately by telephone.

To make your Security Details harder to guess, follow these rules:

- the Internet Log-In Password should be a combination of characters and numbers between 8 and 16 characters in length
- avoid obvious character and number sequences
- choose Security Details which are familiar but difficult for others to guess
- adopt an Internet Log-In Password and Security Details that can be typed relatively quickly making it difficult for someone else to observe
- change your Internet Log-In Password if you suspect that someone else may know it
- never write down your Security Details or disclose them via email
- never tell anyone your Security Details, not even employees of Abbey International.

B2.3 Provided that you have followed the conditions set out in clauses B1.5 and B2.2, we will accept liability for any loss you suffer as a result of unauthorised access to your Internet Banking Account(s). We will never ask you to disclose your Security Details in full; do not respond to such requests as they may be fraudulent.

B2.4 To access the Internet Banking Service, you must contact us. Once you have been successfully authenticated, you will be required to set up your Security Details. You will be emailed a Temporary Internet Log-In Password which will expire after 30 calendar days. When you Log-In to the Internet Banking Service for the first time using the Temporary Internet Log-In Password, you must change your Temporary Internet Log-In Password.

### B3 Locking and unlocking the Internet Banking Service

B3.1 If you make repeated attempts to access the Internet Banking Service using incorrect Security Details your Security Details will be automatically locked after a predefined number of attempts. For your security we will only assist you in resetting your Security Details by telephone when you have successfully answered our security questions and been positively identified as the Account holder. For security reasons we cannot reset your Security Details by email.

### B4 Transactions on the Account

B4.1 As an Authenticated User, payment transfer instructions and requests to set-up or amend Standing Orders on your Account, may be made using the Internet Banking Service. We, or a third party acting on our behalf, are responsible for completing transfers to and from your Account(s), where terms or Notice Periods permit, as well as amendments to Account information. Neither we nor any third party acting on our behalf will be liable in certain circumstances. (Please refer to clause A5.1 for further details.)

B4.2 We may, at our sole discretion, refuse to effect any transactions or amendments.

B4.3 Once transfer and amendment instructions using the Internet Banking Service have been confirmed by you and cleared, they cannot be changed.

B4.4 Withdrawals made by the Internet Banking Service are subject to restrictions; please refer to section A5, Withdrawals, for further details.

B4.5 Confirmation of receipt of any of your transactions or instructions will be acknowledged as being received by us as soon as you press "submit", unless clause A5.1 applies.

## Account Specific Terms and Conditions

Section C to J are Account Specific Terms and Conditions

### Section C – Gold Account

#### C1 Minimum Balance Requirement

C1.1 A charge is applicable on the Gold Account should the average monthly balance fall below a predetermined amount. If this average minimum balance amount is not maintained, a charge will be levied at the end of the calendar month. Further information on this charge and the minimum balance requirements, can be found in our Charges leaflet.

#### C2 Statements

C2.1 Statements are issued monthly.

#### C3 Interest

C3.1 We will calculate interest daily on the cleared balance in the Account. Card Transactions, excluding Card cash withdrawals, will be debited to the Account for interest calculation, on the last day of the month. Card cash withdrawals, cheques, Standing Orders and Direct Debits will be debited on the date of withdrawal. We will credit interest on a quarterly basis on the last Business Day of March, June, September and December.

#### C4 Withdrawals

C4.1 All withdrawals are subject to you giving us instructions and information as set out in Section A.

C4.2 Cleared funds in the Gold Account may be withdrawn without notice. However, if during any calendar month the average credit balance for interest purposes falls below the minimum Account balance, a monthly maintenance charge will be applied (see Charges leaflet for details).

C4.3 Cheques may only be written in sterling from the sterling Account and only on the cheque book we provide for that purpose.

C4.4 There is important security information and instructions on how to write cheques on the inside cover of your cheque book. That information forms part of these Terms and Conditions.

C4.5 When you issue a cheque it is your authorisation to us to pay the cheque and deduct the amount of the cheque from your Account on the Date of Receipt.

C4.6 When writing a cheque, you must insert the date on which the cheque is written.

C4.7 When writing a cheque, you must take all reasonable precautions to prevent anybody else altering it or forging it in any other way. It will help to prevent fraud if you clearly write the name of the person or organisation you are paying the cheque to and put extra information about them on the cheque especially if you are not personally paying a cheque in (eg. if you are posting it). If you are paying a cheque to an organisation, do not make the cheque payable simply to that organisation, add further details onto the payee line (for example: re: A Name, your reference xxxxyzzz). You should draw a line through the unused space on the cheque so unauthorised people cannot add extra details.

C4.8 Some of the reasons for us returning a cheque unpaid are:

- insufficient cleared funds on the Account
- out of date (older than six months since date of issue)
- the signature does not agree with our records
- the information on the cheque is incomplete or the words and figures of the amount differ
- we doubt the authenticity of the cheque.

C4.9 You have the right to stop a cheque you have written. We will not act upon any such instruction if the item has already been debited to the Account or we have given a commitment that payment will be made. This must be done in accordance with clause A5.16. There may be a charge. Please refer to our Charges leaflet, Website or call us for details.

C4.10 To identify the cheque prior to placing a stop on it we will need all the following information:

- account number
- cheque number
- payee
- date of issue
- amount.

C4.11 You must keep your cheque book safe and notify us immediately if you consider your cheque book has been lost or stolen, or if you suspect or know that any unauthorised person has had access to or issued cheques from your cheque book.

C4.12 The Card is not a cheque guarantee card and cannot be used to support the issue or guarantee the payment of any cheque written on your Account. Please refer to Section D for more details on the Card.

C4.13 The Gold Account offers the facility for you to arrange regular payments by Standing Order.

C4.14 There must be sufficient funds in your Account to make a Standing Order payment. In the event of there being insufficient funds available, we reserve the right to transfer funds from another Account in your name, to cover the payment. We reserve the right to make an additional charge for this administrative service, in addition to the unpaid Standing Order charge. Please refer to our Charges leaflet, Website or call us for details. In the event of there being insufficient funds available to make a Standing Order payment on three consecutive occasions, the instruction may be cancelled.

C4.15 Standing Order amendments or cancellations must be advised to us in writing or by notification to our Telephone Banking Service by Authenticated Users.

C4.16 The Gold Account offers payment requests initiated by Direct Debit. Payment will be claimed through the BACS system. Payment by Direct Debit is only available on the sterling Account.

C4.17 All Direct Debit payments are covered by the Direct Debit Guarantee. If an error is made by the organisation initiating the payment, or by ourselves, you are guaranteed a full and immediate refund from us of the amount paid.

C4.18 Direct Debit cancellations must be advised to us in writing or by notification to our Telephone Banking Service by Authenticated Users. You must also advise the Direct Debit originator to cancel any further Direct Debit requests.

C4.19 If the amount to be paid or the payment dates change, the organisation will notify you, normally ten Business Days in advance of your Account being debited, or as otherwise agreed.

C4.20 There must be sufficient funds in your Account to make a Direct Debit payment. In the event of there being insufficient funds available, we reserve the right to transfer funds from another Account with the same designation, to cover the payment. We reserve the right to make an additional charge for this administrative service, in addition to the unpaid Direct Debit charge.

## Section D – VISA Deferred Debit Cards (The Cards)

### D1 Card facilities

- D1.1 The Cards available on your Gold Account are VISA Deferred Debit Cards, which are accepted worldwide at VISA Merchants.
- D1.2 Card Transactions, excluding cash withdrawals, will be debited to your Account, for the calculation of interest, on the last day of the month in which we receive them. The value of the transactions will be deducted from your Account, for the calculation of the Available Balance, on the Date of Receipt by the Bank. Cash withdrawals will be debited to your Account, for the calculation of interest, on the day on which we receive them.
- You may use your Card to:
- purchase goods and services from VISA Merchants
  - obtain cash at VISA banks on production of appropriate identification
  - obtain cash from VISA ATMs
  - perform other functions as may be made available from time to time by VISA International and which we agree to provide.

### D2 Card issue

- D2.1 We reserve the right to decline to issue a Card without advising you of our reasons.
- D2.2 By applying for any Cards in our brochure, you are agreeing to the Terms and Conditions for all of our Cards and any associated Benefits Package. These determine how you must use the Card. Should you breach these Terms and Conditions, we reserve the right to cancel, or not to replace or not to re-issue.
- D2.3 You may upgrade your Card(s) Benefits Package a maximum of twice and/or downgrade your Card(s) Benefits Package once per annum from date of issue or anniversary of issue.
- D2.4 We will only offer you a Card(s) Benefits Package upon your request and application but we reserve the right to withdraw, downgrade or cancel your Card(s) Benefits Package if you breach the Terms and Conditions of that Benefits Package.
- D2.5 The Card(s) will be sent to the correspondence address that we hold on your Account. If your correspondence address is in an area we deem high risk for Card interception, the Card(s) will be sent by courier and we reserve the right to debit the courier charge(s) to your Gold Account. This will apply unless you can provide an alternative 'safe' correspondence address.
- D2.6 On receiving the Card(s), each Cardholder should sign their Card immediately and in order to activate the Card(s) the main Cardholder must telephone the number shown on the sticker placed on the Card(s) during the hours 8am to 8pm (UK time) on a Business Day.
- D2.7 The Card is only valid for the period shown on the Card and must not be used outside this period. When the period of validity of a Card has expired, it must be destroyed by cutting the Card into at least four pieces across both the embedded Chip on the front of the Card and the magnetic strip on the reverse of the Card.
- D2.8 We will normally send a replacement Card shortly before the expiry date of the current Card and reissue a Card if it is lost or stolen before its normal expiry date. We reserve the right not to reissue or replace a Card if you breach these Terms and Conditions or where we suspect there may be fraudulent activity on your Account. We will notify you of any such decision and the reason for it immediately, but it will not affect your obligation to comply with these Terms and Conditions.
- D2.9 You should take care of your Card and avoid leaving it where it may be stolen, such as in your car or unattended in a public place. You may be liable for any loss that has occurred on your Card before its loss/theft has been reported, however, you will not be liable until you have received and activated your Card. You must take all reasonable precautions to prevent unauthorised use of the Card. These include:
- signing the Card(s) immediately upon receipt
  - not allowing anyone else to use the Card
  - only disclosing the Card number and Card Verification Value number to make a Card Transaction. The Card Verification Value number is the last three digits which appear on the signature panel on the back of your Card which you may be asked for when making purchases over the telephone or on the internet.
- D2.10 If your Account number has been compromised and you refuse to let a stop be put on the Card or delay the stopping of the Card, you will be liable for any fraud that occurs.
- D2.11 Should you withhold information regarding the misuse of your Card or refuse to co-operate with the Police or us or not assist with a prosecution of any person known to you who has perpetrated the fraud, you will be liable for the full amount of any fraudulent usage.

### D3 Personal Identification Number (PIN)

- D3.1 We will issue you with a PIN, this will allow you to withdraw cash from VISA ATMs and to enable your Card to be used at any retailer or supplier who asks you to input your PIN into a keypad instead of using your signature.
- D3.2 You must take all reasonable precautions to avoid unauthorised use of your PIN otherwise you may be liable for any unauthorised use of the Card. Protect your PIN by following these simple steps:

- upon receipt of the PIN Advice, memorise the PIN and then destroy the PIN Advice
- your PIN is personal to you and you should not share it with anyone
- you should never disclose your PIN to anyone. This includes all Bank staff and the Police
- you should never let anyone else use your PIN, or enter it for you
- it is important to keep your PIN secure and therefore you should never write the PIN on the Card or any other item
- it is possible to change your PIN. If you change your PIN, you should avoid using obvious numbers and make sure you choose a PIN number that cannot be easily guessed by someone else. For example you should not use numbers or a combination of numbers identifiable to yourself, such as date of birth
- never give your PIN when making purchases by telephone, mail order or when using your Card on the internet
- you should take care when entering your PIN and don't enter your PIN if you feel that you are being observed
- any additional Cardholders on your Account will have their own PIN so do not disclose your PIN to them
- notify the Bank immediately if someone else knows or is suspected of knowing your PIN.

- D3.3 If your PIN is written down in any format or held with your Card and subsequently stolen, you will be liable for all PIN related Card Transactions. If you disclose your PIN you will be liable for any consequent fraudulent transactions. We reserve the right to charge the full amount of the fraudulent usage if we reasonably consider that your actions have contributed to the losses suffered.
- D3.4 We can reissue a new PIN to you if you forget it. Please call us for assistance.

### D4 Using your VISA Deferred Debit Cards

- D4.1 Should you attempt to use the Card to exceed the Available Balance, we may withdraw the use of the Card and require you to return it to us. We may also instruct any VISA Merchant or bank to retain the Card at point of sale.
- D4.2 We reserve the right to charge a fee for cash withdrawals.
- D4.3 You may use your Card to spend an amount equivalent to the Available Balance on the Account linked to the Card.
- D4.4 We reserve the right to apply a minimum to the amount of cash you may withdraw on any one occasion either via a VISA ATM or 'over the counter' at a VISA bank. For security reasons we reserve the right to apply a maximum to the number of withdrawals and amount of cash you may withdraw at any one time or during any one day.
- D4.5 For security reasons, we reserve the right to apply a maximum to the amount of any single purchase made with the Card; irrespective of the fact your Available Balance may be higher.
- D4.6 For security reasons, we reserve the right to set a limit on the maximum number of transactions that may be made with your Card at any one time or during any one day irrespective of the Available Balance. This is for your protection and to combat fraud.
- D4.7 We reserve the right to change the limits in clauses D4.4, D4.5 and D4.6 Details of current limits are available by calling us.
- D4.8 We reserve the right to decline to authorise any purchase if we are unable to make a satisfactory identification of you as the Cardholder.
- D4.9 If we are asked to authorise a transaction, we will take into account any other Card Transactions that have been authorised and not debited to the Account. If we determine that there are insufficient available funds to pay the amount that would be due in respect of such a transaction, we may refuse to authorise the transaction.
- D4.10 When withdrawing cash with your Card at a counter service, you will normally be asked for proof of identity such as a passport or driving licence. We will not be liable should you be refused cash. The VISA Member may charge for this service.
- D4.11 The maximum amount of cash which you are allowed to withdraw from a VISA ATM or 'over the counter' at a VISA bank at any one time may be limited according to the controls set by the VISA Member or the VISA ATM operator and we are not liable should you be unable to obtain cash sufficient for your purposes.
- D4.12 We will not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or Card operated machine to accept the use of the Card in connection with any Card Transaction.
- D4.13 Once the Card or Card Number has been used for a transaction, that transaction cannot be stopped and we will debit that amount to your Account. Although you cannot stop a Card Transaction once the VISA Merchant has processed it, in certain circumstances, for example, where your Account has been debited twice for the same transaction, we may be able to 'charge back' the transaction to the retailer via his/her bank. You should, in the first instance, contact the retailer concerned to resolve the matter, but contact us if in the event you are unable to resolve any dispute.
- D4.14 We can only refund a Card Transaction once we have received cleared funds from the VISA Merchant bank.

- D4.15 When you use the Card abroad, the Foreign Currency transaction will be converted into the currency of denomination of your Account using exchange rates supplied by VISA International. We are not able to change the rates applied for individual transactions.
- D4.16 Transactions that involve foreign exchange i.e. transactions completed in a currency that is not the same as your Card, will incur a charge for foreign exchange. The charge will not be in excess of 3% and that charge is applied at point of sale.
- D4.17 If you make a purchase in a Foreign Currency which is not the currency of your Account, or the transaction was passed in error, and a refund is applied at a different Foreign Exchange rate, we will not be liable for any exchange loss that may occur even if the debit and credit are applied on the same day.
- D4.18 Regular payments can be arranged using the Card by agreement with the Visa Merchant. If you wish to amend or cancel these payments you must contact and arrange this with the relevant Visa Merchant directly, and retain written confirmation of such amendment/cancellation. You will remain liable should transactions continue to be received following any amendment or cancellation.
- D4.19 Any unrecognised transactions must be disputed, in writing, within 45 calendar days of the transaction. In such cases enquiries may be made on your behalf, but the outcome cannot be guaranteed. Your Account will not be credited with any disputed amount unless we receive funds as a result of our enquiries.
- D4.20 If any credits applied are subsequently recalled for any reason, we will debit your Account in full for the amount credited to your Account, together with any interest that we may have paid on your Account in respect of the recalled transaction. Where funds have been converted to another currency, we also retain the right to recover any shortfall brought about by fluctuations in exchange rates.
- D4.21 You will receive written confirmation of your Card Transactions via your Statement. If the VISA Merchant where you made your purchase is incorrectly described in the Card Transaction narrative, you will still be liable for the transaction.
- D4.22 You should retain original sales and cash slips/receipt confirmations for the purpose of reconciling your Account. If you require a copy sales or cash voucher, we will need to request this via VISA International and you should allow up to 60 calendar days for this to be received. We reserve the right to make a charge for copy vouchers. In some cases, eg, for purchases which have been verified by PIN, it may not be possible to obtain copy sales or cash vouchers. In this case, you will need to contact the Merchant direct to resolve any issues. We will not be liable for any transaction where a copy sales or cash voucher cannot be obtained.
- D4.23 We may refuse to authorise or restrict any use of the Card as part of our procedures to prevent fraud or misuse. As part of these procedures you may be asked for further information, including verification of your identity, when we are asked to authorise a transaction.
- D4.24 We will not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or Card operated machine to complete any Card Transaction because your PIN is locked.
- D4.25 We will not be liable for any loss resulting from the refusal of any retailer or supplier to allow you to verify any transaction by signature.
- D5 Lost and Stolen Cards**
- D5.1 You should notify us immediately, by telephone, if your Card is lost or stolen or if you suspect or know that your PIN number has been compromised by a third party. You will be asked questions to enable us to identify you. If you do not notify us, you may be held liable for unauthorised use of the Card. Please telephone our Lost and Stolen Helpline and not VISA International direct. See Contact Numbers section.
- D5.2 You should report a theft immediately to the Police and obtain a crime reference number. In certain other circumstances, such as where your Account number has been compromised, we may ask you to report any subsequent misuse of your Card to the Police. You should co-operate fully with the Police and us in the investigation of the loss or theft. We will give the Police any information that we consider relevant. We may also disclose relevant information about you or your Account if we think it will help avoid or recover any loss to you or us resulting from the loss, theft, misuse or unauthorised use of the Card.
- D5.3 Should you report the loss/theft/non-receipt of your Card, all other Cards bearing the same Account number including any Renewal Cards, must also be destroyed, as they will be invalid. If the Card is subsequently found, it must not under any circumstances be used but instead destroyed. When you receive your replacement Card, the new Card details should be advised to any Merchant(s) with whom you have set up a regular payment(s).
- D5.4 If someone else misuses your Card before you notify us of its loss, theft or misuse, you may be held liable for the full amount of the misuse prior to notification. In addition, if you authorised the Card Transaction or have acted fraudulently, then we will debit your Account with the full amount of the Card Transaction(s). Where you have acted negligently (this may apply if you fail to take the precautions regarding your Card and PIN as specified in clauses D2.6 and D3.2 of these Terms and Conditions or if you fail to protect the security of your Card when undertaking transactions), we may debit your Account with the full amount of the Card Transactions.

- D5.5 If you claim that a Card Transaction is fraudulent, you will be required to complete an affidavit of fraud and forgery. The affidavit must be returned to us duly signed by all signatories to the Account within the timescale advised to you at the time. Failure to do so may result in you being liable for the amounts claimed as fraudulent.

**D6 Other Card Terms and Conditions**

- D6.1 We will not be liable for any losses which you may suffer as a result of not being able to use your Card through failure beyond our reasonable control of our, or a third party's computer systems.
- D6.2 Should we decide to suspend or cease offering Card facilities, we will give you 30 calendar days notice in writing.
- D6.3 The Card belongs to and remains the property of the Bank. Should we notify you for its return, you must immediately:
- stop using the Card(s) connected to the Account, and
  - destroy the Card(s) as advised, and
  - return the Card(s) to the Bank.
- Failure to do this could lead to your prosecution and your liability for any purchases made with the Card whether authorised by you or not. A person acting on our behalf may retain the Card.
- D6.4 Any programs and data held on the Chip in the Card are our private property and are accessible only to authorised users for authorised purposes. It is a criminal offence to obtain unauthorised access to any program or data in the Chip or to make any unauthorised modification to the Chip's contents.
- D6.5 We make no warranty that all cards will be available to all customers.

**D7 Additional Conditions for Platinum and Infinite Cards**

- D7.1 We reserve the right to set a minimum balance requirement to qualify for a Platinum or Infinite Card.
- D7.2 We reserve the right to request the return of your Platinum or Infinite Card if the balance in your Gold Account falls below the minimum requirement.
- D7.3 There are minimum balance requirements to qualify for partial or full Premium Service Credits to offset the Platinum and Infinite monthly card fees.
- D7.4 We reserve the right, giving 30 days prior notice, to change the amount of the Premium Service Credit or the minimum balance required to qualify for Premium Service Credits.
- D7.5 Platinum and Infinite Cardholders are automatically eligible for travel insurance. The insurance is valid from the day we order your Platinum or Infinite Card.
- D7.6 When you apply for a Platinum or Infinite Card, we will provide the insurers with your personal information for the purpose of providing travel insurance. Please refer to the separate Terms and Conditions provided by the insurance provider for the full details of your insurance cover.
- D7.7 Platinum and Infinite Cardholders are eligible for free airport lounge membership and number of free airport lounge visits. Please see our brochure for further details.
- D7.8 For the purpose of activating the airport lounge membership, you will be charged a sterling fee and this fee will be refunded after activation, in sterling.
- D7.9 The Benefits Packages we offer are unique per customer relationship and if you have more than one relationship with us, i.e. a sole account and a joint account, these Benefits Packages will be treated as separate relationships.

**D8 Benefits Package Billing Cycle**

- D8.1 Dependent on the balance of your Platinum/Infinite Account, you will be billed for the Benefits Package(s) provided. Please see Charges Leaflet or call us for further details
- D8.2 You may choose your monthly billing date. If you don't choose a date then we will use the date the Card is issued. Once the monthly billing date is set, it cannot be changed.
- D8.3 Billing will take place monthly in arrears.
- D8.4 Upon cancellation of your Card(s), the final month's billing will take place on the date of cancellation.

**Section E – Call Accounts**

- E1.1 Cheque books or Cards are not available on Call Accounts.
- E1.2 Standing Orders or Direct Debits are not permitted on Call Accounts.
- E1.3 You can make immediate withdrawals of cleared funds from your Call Account up to the Available Balance.
- E1.4 There are no restrictions to the number of withdrawals or minimum withdrawal amount on Call Accounts.

**Section F – Instant Access Savings Accounts**

- F1.1 Cheque books or Cards are not available on Instant Access Savings Accounts.
- F1.2 Standing Orders or Direct Debits are not permitted on Instant Access Savings Accounts.

- F1.3 Regular credits by Standing Order can be made from a UK bank to Instant Access Savings Accounts through BACS (sterling only).
- F1.4 You do not need to give us notice to withdraw funds from Instant Access Savings Accounts.
- F1.5 You may make a maximum of six withdrawals in each calendar year without charge. Interest received on Instant Access Savings Accounts, which is paid away to another account held in the same name, either with us, or another financial institution, does not count as a withdrawal.
- F1.6 If you wish to make more than six withdrawals in any calendar year, you may do so, but we will charge you £50 per additional withdrawal.
- F1.7 The minimum amount you may withdraw in one transaction is £1,000. Where you are closing your Account there is no minimum withdrawal requirement.
- F1.8 When you withdraw funds they must be paid to another Account held in your name either solely or jointly with another person. We will not make payments to third parties. Payments from your joint Account to an Account in your sole name will not be accepted. The receiving Account can be held with Abbey International or another financial institution.
- F1.9 Withdrawals are only available by BACS (sterling only), or electronic transfer in sterling or another currency.
- F1.10 You may make regular capital transfers in sterling only, providing that clauses F1.5, F1.6, F1.7 and F1.8 of these Terms and Conditions are complied with. (A regular capital transfer is an automated payment, which is set up in advance to distribute funds to a pre-determined Account).

#### Section G – Fixed Rate Deposit Contracts

- G1.1 Cheque books or Cards are not available on Fixed Deposit Accounts.
- G1.2 Standing Orders or Direct Debits are not permitted on Fixed Deposit Accounts.
- G1.3 A Fixed Deposit is a contract where we promise to pay a fixed rate of interest determined on the Commencement Date of the deposit until the Maturity Date on the deposited sum.
- G1.4 New Fixed Deposit Account requests received by us before 12 noon (UK time) will commence on the day of receipt for sterling Accounts. New US dollar and euro currency Fixed Deposit Account requests received by us before 12 noon (UK time) will commence for Spot Value. All requests received after 12 noon (UK time) will be treated as being received the next working day.
- G1.5 Instructions to alter the term or amount, renew or to request closure of a Fixed Deposit Account on its Maturity Date, must be received by us before 12 noon (UK time) on the day of maturity for sterling Fixed Deposit Accounts, or by 12 noon (UK time) two Business Days prior to the day of maturity for US dollar and euro currency Fixed Deposit Accounts.
- G1.6 If we have not received your instructions regarding the maturity of your Fixed Deposit Account, by 12 noon (UK time) on the day of maturity of the Account, for sterling Accounts, or by 12 noon (UK time) two Business Days prior to the day of maturity of the Account for other currency Accounts, the principal and interest in the Account will be re-fixed for a similar period as previously deposited at the applicable interest rate on that day.
- G1.7 Withdrawals before the Maturity Date are not permitted. In accordance with Section A of our General Terms and Conditions, on receipt of notice of the death of a fixed deposit account holder during the term of the account one of the following actions will occur.
1. If the account is in your sole name, we will repay the maturing funds to your Executor(s) or Administrator(s) on the Maturity Date.
  2. If the account is held in joint names, the account will be amended into the name of the surviving joint account holder(s) for the remaining term until maturity.
- G1.8 If a Fixed Deposit Account falls below the Minimum Balance Requirement, the funds will be transferred to another existing Account in the same currency that you hold with us. In the absence of any other existing Account, we will open a Call, or similar Account in your name, under advice to you and pending your further instructions.

#### Section H – 30, 90 and 180 Notice Accounts

- H1.1 On our 90 and 180 Notice Accounts, you are permitted to make up to two penalty free withdrawals without prior notice per calendar year. Each withdrawal may be up to 10% of the prevailing balance of the Account. Alternatively, you may elect to make one penalty free withdrawal for up to 20% of the prevailing balance in your Account per calendar year. Further withdrawals during the same calendar year are subject to notice or penalty.
- H1.2 Cheque books or Cards are not available on Notice Accounts.
- H1.3 Standing Orders or Direct Debits are not permitted on Notice Accounts.
- H1.4 The frequency of interest payments is dependent on the type of Notice Account chosen. Please see our Website or call us for further details.
- H1.5 You may make withdrawals, including closure, without penalty, providing the required Notice Period of the Account is given. If insufficient notice for a withdrawal request is given, we reserve the right to withhold the funds until the full Notice Period is completed or, alternatively, charge a Notice Penalty.

- H1.6 The Notice Period starts from the Date of Receipt of your notification for the amount specified. The funds continue to earn interest in the Account up to the date of withdrawal. If you wish to withdraw funds immediately or give only partial notice, a Notice Penalty will be levied. This is calculated as follows:

$$\frac{\text{Amount withdrawn} \times \text{Number of days notice not given} \times \text{Interest Rate on Account}}{\text{Divided by the Day Count}}$$

All Notice Penalties will be debited from the capital balance.

- H1.7 You are solely responsible for placing notice of withdrawal, on an Account, as required. Under no circumstance will the Bank automatically apply notice on an Account.
- H1.8 The notice will be effective from the date the instruction is received by us.
- H1.9 Notice may be given in writing by signed letter or by Authenticated Users of the Telephone Banking Service.
- H1.10 Notice to close an Account is taken on the balance in the Account at the time notice is placed. Additional funds may not be added after this time unless the closure request is withdrawn.
- H1.11 The amount covered by an existing notice instruction may be reduced or cancelled at any time prior to the date of withdrawal, without incurring a penalty. This may be given in writing by signed letter or by Authenticated Users of the Telephone Banking Service.
- H1.12 You are not permitted to increase the amount of a notice instruction during the Notice Period. If you wish to withdraw additional funds you are required to give a new notice instruction for the extra sum required.
- H1.13 Confirmation of the notice and the expiry date of the Notice Period will be sent to you in writing.
- H1.14 The Notice Period will be waived if you are transferring funds to another Account with us, which has an equivalent or greater Notice Period. This is unless the Account to which funds are being transferred specifically excludes this facility.
- H1.15 If transferring funds to an Account with a lesser Notice Period, you only need to give the differential in the Notice Periods, eg, 180 Account to 90 Account = 90 days notice required. This is unless the Account to which funds are being transferred specifically excludes this facility.

#### Section I – Base Rate Tracker 90 and 180 Accounts

- I1.1 Interest rates are variable and will change in accordance with movements in the UK Base Rate. We promise that any change to the UK Base Rate, as announced by the Bank of England Monetary Policy Committee, will be replicated by us in the Base Rate Tracker Accounts interest rates within two Business Days of the official announcement and effective from the date we change the rate. A separate written notification of a UK Base Rate change will not be issued.
- I1.2 We will provide you with at least 30 calendar days notice over and above the Notice Period of your Account for any changes in the links between our interest rates and the UK Base Rate.
- I1.3 The minimum amount that can be withdrawn in any single withdrawal is £10,000 or the balance if it is less than £10,000.
- I1.4 Please also refer to Section H, clauses H1.2 to H1.15 for further conditions relating to notice provision which also apply to Base Rate Tracker 90 and 180 Accounts.

#### Section J – Base Rate Tracker Term Accounts

- J1.1 Cheque books or Cards are not available on Base Rate Tracker Term Accounts.
- J1.2 Standing Orders or Direct Debits are not permitted on Base Rate Tracker Term Accounts.
- J1.3 Interest rates are variable and will change in accordance with movements in the UK Base Rate. We promise that any change to the UK Base Rate, as announced by the Bank of England Monetary Policy Committee, will be replicated by us in the Base Rate Tracker Term Accounts interest rates within two Business Days of the official announcement and effective from the date we change the rate. A separate written notification of a UK Base Rate change will not be issued.
- J1.4 Partial withdrawals are not permitted on Base Rate Tracker Term Accounts.
- J1.5 Base Rate Tracker Term Accounts may be closed prior to their Maturity Date, but will result in the loss of all accrued, but not credited, interest.
- J1.6 Credits can be made at any time into a Base Rate Tracker Term Account.
- J1.7 Upon maturity, unless we advise you to the contrary, the Base Rate Tracker Term Account will be transferred to the next Base Rate Tracker Term Issue and operate under the Terms and Conditions and interest rates applicable to that Account.
- J1.8 When you withdraw funds they must be paid to another Account held in your name either solely or jointly with another person. We will not make payments to third parties. Payments from a joint Account to an Account in a sole name will not be accepted. The receiving Account can be held with Abbey International or another financial institution.

All accounts opened with Abbey National International Limited are sited in Jersey and are not covered by the Financial Services Compensation Scheme established under the United Kingdom Financial Services and Markets Act 2000.

Abbey National International Limited is a wholly owned subsidiary of Santander UK plc and is incorporated in Jersey with its principal place of business at 19 - 21 Commercial Street, St Helier, Jersey JE2 3RU, Channel Islands. The latest audited accounts of Abbey National International Limited are available for inspection on request.

Abbey International is a registered business name of Abbey National International Limited which is regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991, and investment and general insurance mediation business under the Financial Services (Jersey) Law 1998.

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