

BANK ACCOUNTS

Halifax Easycash Account

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a little extra help



Account features

Easycash is our basic bank account and provides a simple solution to your banking needs. It is a straightforward account and is ideal if you don't need an account with an overdraft, a cheque book or a cheque guarantee card.

If you receive government benefits i.e. Child Benefit, Income Support, Job Seekers Allowance, Pension Benefit, Incapacity Benefit, Disability Benefit or Carers' Allowance, you can ask that this be paid directly into your Easycash account.

This account can be opened by post or by visiting www.halifax.co.uk or www.bankofscotlandhalifax.co.uk. It cannot be opened over the telephone or in Halifax or Bank of Scotland branches.

Apply from age 16 and over. Joint accounts are available to those aged 18 and over.

No money is required to open an Easycash account.

With Easycash, you can enjoy the following account features:

- A card and Personal Identification Number (PIN) with access to cash machines and Post Office® branch counters to check your balance and withdraw up to £300. You must have enough money in your account.
- A Visa Electron debit card, which you can use to purchase items in shops and online. Just look for the Visa Electron sign when shopping in the UK and when travelling abroad.
- Transfer money between Halifax and Bank of Scotland accounts, pay bills and set up, amend and cancel standing orders.
- You can arrange standing orders and Direct Debits to be paid from your account (for standing orders the central clearing cycle is normally three working days).
- Quarterly statements which, with our 'Paper-free' service, you can receive and view online.
- **24 hour online banking**
You can view your account balance and transactions, pay bills, set up standing orders and transfer money.
Visit www.halifax.co.uk/online

- **24 hour telephone banking**
You can check your balance, access your last 10 transactions, pay bills, set up standing orders and transfer money. Just call 08458 50 55 25.

However, please note:

In addition to cash machines, we have introduced new self-servicing facilities in our branches for you to deposit cash notes and cheques. You will also be able to carry out further routine account queries over the phone, such as setting up a bill payment, cancelling Direct Debits and notifying us of a change of address.

You will be unable to use the branch counter to make these types of deposits and perform routine account queries.

- You can only use our branch counter when you want to withdraw more than £300 in cash from your account.
- You cannot use the branch counter to check your balance, review your most recent transactions or order an up-to-date statement.
- There is no arranged overdraft facility.
- However, if you are aged 18 or over and we are entitled to charge you one or more Unpaid Item Fees, then we can charge those fees even if it takes your account into overdraft. If your account goes overdrawn, then we will charge you interest. Further details of Unpaid Item Fees and Interest for overdrawn accounts are set out under that heading below.
- Cheque books and cheque guarantee cards are not available.

We offer other accounts that provide a broader range of services and facilities, including the possibility of an arranged overdraft facility. If you would like to discuss whether such an account would be appropriate or available to you, please contact us.

Interest rates and account fees and charges

You should make yourself familiar with our current fees and charges and changes to them by referring to this booklet, by telephoning us, by visiting a branch or by looking at our website. This will allow you to decide whether

or not you wish to incur them, and to manage your account accordingly.

Please note that we do not pay interest on credit balances in Easycash accounts.

Unpaid Item Fees and interest on overdrawn accounts

There is no overdraft facility on Easycash accounts.

If you are aged 18 or over and you give us an instruction by Direct Debit or standing order to make a payment which we conclude, after considering it, would make your account overdrawn or further overdrawn, then we will not make the payment.

We will inform you of any decision by us not to make a payment by letter, and we are entitled to charge you an Unpaid Item Fee of £15*, even if it takes your account into overdraft. This fee, which may be charged up to 3 times per day, will be collected from your account automatically 15 days from the date of the letter.

If your account goes overdrawn, then we will charge you interest at the rate of interest that we set. This is currently 2.20% debit interest per month (29.8% Equivalent Annual Rate). We will give you at least 14 days' notice before we take any interest out of your account.

There is no charge or debit interest payable if you are aged under 18.

*Account holders under the age of 18 will not be charged the Unpaid Item Fee of £15.

General Charges

Cash machine (ATM) withdrawals

We will not make any charges when you take money out of your Easycash account at any cash machine. If you make a withdrawal from your Easycash account using a cash machine which is not a Halifax or Bank of Scotland cash machine, the machine owner may charge you.

When you make your withdrawal the machine owner will tell you the amount of the charge. The amount of any such charge will be taken out of your account.

Post Office® withdrawals

You will not be charged when you make a withdrawal at a Post Office® counter.

Using your debit card abroad

When using your card to make purchases abroad, you may have a choice to pay in foreign

currency or pounds sterling. If you pay in foreign currency, the transaction amount will be changed to pounds sterling on the date we take it out of your account.

The exchange rate used includes a percentage conversion fee of the total amount of the transaction.

If you pay in pounds sterling, the Shop Assistant should advise you upfront of the exchange rate to be used, which could be higher than the rate we will use if you pay in foreign currency. We will also charge a transaction fee which will be taken out of your account for each transaction.

The above fees also apply when withdrawing cash from cash machines abroad. Please see our Interest Rates and Account Fees leaflet for details.

Replacement cards

Please note that we will provide up to five free replacement cards per account within a 12 month period. Requests for a 6th replacement card or more over a 12 month period (commencing from the date your account is opened) will incur a charge of £5.

Customers under 18 will not be charged.

What can you do to avoid or reduce overdraft fees?

- Information that will help you to keep track of your finances is available in our leaflet "Understanding Bank Account Fees".
- Check your available balance on the internet, by telephoning us or through a cash dispenser to make sure you have enough money in your account by 5pm to pay everything due to be paid out the following day. The money in your account must be available for withdrawal (for example you must have waited for any cheques you have paid into your account to be available).
- Check your statements and make a list of your regular payments e.g. mortgage/loan/rent. Keep a list of when all Direct Debits and standing orders are due.
- If a Direct Debit payment date is at a bad time in the month for you, e.g. just before you are paid, contact the company involved and ask them if they would collect it at a more convenient time.
- If you have fees that are due to be paid remember to include these in your budget.

Charges for special services (payable when you use this service)

Special presentation of cheques	£12
CHAPS (Clearing House Automated Payment System) payment	£25
Foreign currency, travellers cheques and cross-border transfers	Ask at branch for details
Extra statements	£5
Banker's drafts	£10*

* If you are under 18 there is no charge.

Changes to facilities and fees

We review our services and facilities, and the way in which we charge for them, from time to time. We may change the services that we make available. We may change both the amount and the types of fees. You will be informed of any changes in our fees. Conditions 2, 3 and 22 explain when we may change the conditions, charges, fees and interest rates for your account and how we will tell you about the changes.

Easycash account conditions

1. Words with special meanings

In these conditions we have put the following words in **bold** because they have a special meaning.

- Your **'account'** is your Easycash account.
- **'Bank working day'** is any day between 9am – 5pm which is not a Saturday, a Sunday, Christmas Day, Good Friday or an English bank or public holiday.
- A **'banker's draft'** is a type of payment similar to a cheque, issued from the Bank's own **account** which we provide for you. (Banker's drafts are sometimes called 'counter cheques' or 'branch suspense cheques'.) We will take the amount out of your **account** at the same time as we write or print the draft.
- Your **'card'** is any card that we give or send to you to use with your **account**.

- A **'card transaction'** is any transaction you make with your **card**, when you use your card to get cash, or pay money into your **account**.
- An **'instruction'** is made by you when you tell us, by any means, to pay money out of your **account**. Your **instructions** may include **card transactions**, Direct Debits, standing orders, Cash dispenser, mobile telephone top-ups, CHAPS, international payments or any other payment **instructions**, including those made through the telephone or online banking service.
- **'Pin'** is any personal identification number we give or send to you to use with your **card**. You should choose your own pin instead of the one we send you (see condition 14.2).
- **Services and facilities** are features connected with your **account** which are of benefit to you, such as the online or telephone banking service.
- A **'withdrawal'** is made when we have taken all the necessary steps to carry out your instructions to pay money out of your **account**.

2. When can we change these conditions and the interest rates?

- 2.1 If we give you at least 30 days' notice, we can change these conditions, any special conditions, or the conditions which apply to any **services or facilities** on your **account** for any valid reason.
- 2.2 Unless we say otherwise in these conditions or in any special conditions we can change any of the **services or facilities** available on your **account**. We can do this if it is reasonable to make the change:
 - (a) to reflect changes in market conditions beyond our control;
 - (b) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the Office of Fair Trading;
 - (c) to reflect changes to the law, codes of practice or the way we are regulated;
 - (d) to reflect changes to standards published by other bodies which we

agree will apply to your **account** or to the **services or facilities**;

- (e) to reflect changes in the costs we incur in providing the **services or facilities** (including changes in the technology we use) because of:
- the reasonable steps we have taken to change our systems for managing those services or facilities; or
 - reasons outside our control;
- (f) because:
- we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
 - we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
 - any of those things has happened to us; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories;
- (g) because the **service or facility** is provided for us by a third party and for good commercial reasons we decide to use another third party or the third party who provides the **service** no longer does so;
- (h) to reflect changes in technology or security design;
- (i) to make improvements which are of benefit to you.

Where we refer to ‘changes’ in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.

Unless we say otherwise in these conditions or in any special conditions we will give 30 days’ written notice of any change made under this power unless it is not practical to do so, in which case we will give you as much notice as possible.

- 2.3 Whenever condition 2.2 allows us to change any of the **services or facilities** available on your **account**, we may suspend or withdraw those **services or**

facilities instead, if it is reasonable for us to do so in all the circumstances.

- 2.4 We can change interest rates if it is reasonable to make the change:
- (a) to reflect a change or changes in the base rate (that is the rate set by the Bank of England in connection with its open money-market operations);
- (b) to reflect any other change in market conditions beyond our control;
- (c) to reflect changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products;
- (d) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator, or similar body or an undertaking given to the Office of Fair Trading;
- (e) to reflect changes to the law, codes of practice or the way we are regulated;
- (f) to reflect changes to standards published by other bodies which we agree will apply to your **account**;
- (g) to reflect changes in the costs we incur in looking after your **account** or accounts generally (including changes in the technology we use) because of:
- the reasonable steps we have taken to change our systems for managing those accounts; or
 - reasons outside our control; or
- (h) because:
- we take over, take control of or acquire the business of another bank or organisation offering similar services;
 - we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
 - one of those things happen to us; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories;

- (i) because the change will be of benefit to you.

Where we refer to 'changes' in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.

- 2.5 We can also change interest rates for any valid reason.
- 2.6 Changes to interest rates may apply immediately (see also condition 3).

3. How will we tell you about any changes?

- 3.1 We will tell you about any changes we make under condition 2.4 in the interest rates we charge you by putting a notice in at least three national daily papers and in our branches within 3 **bank working days** of the change; or by writing to you within 30 days of the change.
- 3.2 If we change interest rates under condition 2.5 (that is to say we change them for a valid reason not set out in condition 2.4), we will tell you in writing at the earliest opportunity.

4. What conditions apply to notices about your account?

- 4.1 We may send all written notices, statements or letters to the last address you gave us (including an electronic address if you ask to receive documents through our online service). We will treat them as arriving four days after they were posted, if sent to an address in the United Kingdom, or 10 days after they were posted, if sent abroad. If you receive documents online we will treat those documents as having arrived one day after we send the email notifying you that the document is now available to view.
- 4.2 You must write to us straight away if you change your name or address. If you do not write, you will have to pay our costs of finding you or your new address.
- 4.3 Unless these conditions or any special conditions say otherwise, any notices or other communications given under them will only be valid if they are in writing.

5. When can we tell someone else about your account?

- 5.1 We may give details of your **account** or your name and address to anyone else if:

- the law says we must;
- we have a public duty to do so;
- this is necessary to protect our interests; or
- you agree (for example, by signing the application form for your **account** if it includes an appropriate declaration).

- 5.2 We may also give credit reference agencies information about your **account** because you have agreed to this by signing the application form for your **account**, which included an appropriate declaration.

6. How do you use your account?

- 6.1 We will tell you how much money you must pay into your **account** before you can use it. If you pay money in by cheque, you will have to wait before you can take the money out (see conditions 7.1 and 7.2).
- 6.2 You can only use your **account** as a personal account. You must not use it as a club, charity, trust, sole trader, company, partnership or other kind of business **account** and you can only have an account if you are living in the UK.
- 6.3 We do not have to accept that anyone, apart from you, has any right to or interest in the money in your **account** (for example, if you are keeping some or all of the money in your **account** for someone else).
- 6.4 We will only accept **instructions** from:
- you;
 - anyone who has a legal right to give us **instructions**; or
 - anyone who you have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority.
- 6.5 On any day you may only withdraw cash of up to the maximum amount we set for cash **withdrawals** from:
- any of our branches; or
 - any cash dispenser or Post Office® branch counter. (You must have enough money in your **account**.)
- 6.6 On any day you may only withdraw at least the minimum amount we set for:

- cash **withdrawals**; or
 - **banker's drafts**;
- from any of our branches or agencies.
- 6.7 You may not be able to use some of our services from some of our facilities, such as those available from branch counters. We will tell you what services are not available from our branch counters and what you can use our other facilities for.
- 6.8 There are special arrangements if you want to pay foreign currency into your **account** or take it out. Ask us for details at any of our branches.
- 6.9 We may limit the number of coins you can pay into your **account** in a day at one of our branches or agencies. You should not post cash to us.
- 6.10 We may limit the amount you or someone else can pay into your **account** if we think this is necessary to:
- run our business lawfully;
 - make sure our financial regulator approves of the way we run our business; or
 - take account of changes in market conditions.
- 6.11 We may limit the amount you can take out of your **account** in any month if we think this is necessary to run our business lawfully and in a way which our regulator approves of.
- 6.12 You will only be able to pay in a cheque payable to "Halifax" if the cheque includes the name of the account holder or the number of the account.

7. If you pay money into your account, how long do you have to wait before you can take it out?

- 7.1 The following table sets out details of when you can withdraw funds paid into your **account** (except in those cases referred to in condition 24). In the table "day(s)" means "**bank working day(s)**" (see condition 1).

Type of payment	How paid in	When you can withdraw funds
1. Cash	In branch or using an Immediate Deposit Machine (IDM)	Same day
	Cash dispensers in England (except Berwick and Wooler). Wales and Northern Ireland.	Three days later (not counting the day of deposit) e.g. pay in Monday withdraw Thursday
	Cash dispensers in Scotland and Berwick & Wooler	Next day (not counting the day of deposit) e.g. pay in Monday withdraw Tuesday
Cheques Please note for cheque deposits after 5pm in IDM machines, after 4pm via Express Pay-in or in cash dispensers the day of deposit is treated as the following day.	In branch, using an Immediate Deposit Machine (IDM), or post received before 5pm (4pm where Express Pay-in used)	Four days later (not counting day of deposit) e.g. pay in Monday withdraw Friday
	In branch, using an Immediate Deposit Machine (IDM), or post received after 5pm (4pm where Express Pay-in used)	Five days later (not counting day of deposit) e.g. pay in Monday withdraw the following Monday
	Cash dispensers (England, Wales, Northern Ireland and Scotland)	Five days later (not counting day of deposit) e.g. pay in Monday withdraw the following Monday

7.2 If you pay a cheque into your **account** and we let you take some or all of the amount of the cheque out of your **account**, that does not mean that the cheque has been paid by the paying bank. If the cheque is returned to us without it being paid, we may take the amount of the cheque out of your account unless more than **6 bank working days** have passed since the day you paid the cheque in. After **6 bank working days** have passed we cannot take the amount of the cheque out of your account unless you have been a knowing party to fraud.

If you want to be sure that a cheque has been paid before **6 bank working days** have passed, you should ask us to deal with the cheque by our 'Special Presentation' service. If you use this service and we confirm to you that the cheque has been paid, you can be sure that you will not suffer a loss if the cheque is subsequently returned unpaid. You should use this service where it is particularly important for you to know that the cheque has been paid, for example, if the cheque has a high value.

7.3 You cannot pay cash or cheques into your **account** at any Post Office® branch counter.

7.4 Special arrangements apply in certain cases: see condition 24.

7.5 If automated payments (e.g. standing orders, Bacs, CHAPS (UK only) and International Electronic Funds Transfer (overseas only)) are paid into your account, then you can withdraw the funds as soon as they arrive in your **account**. This includes automated payments using telephone or on-line banking. If the automated payment is processed through the Bacs 3 day clearing cycle, it will normally take 3 days to arrive in your **account**.

7.6 You will be able to receive payments made to your **account** using the Faster Payment Service if the payment is being made from an account held at a bank which offers this service. Under the Faster Payment Service, payments will normally be credited to your **account** within 2 hours, but could take up to **3 bank working days**. Customers sending Faster Payments will be advised of

timescales at the time of sending. Funds paid into your **account** using the Faster Payment Service can be withdrawn as soon as they arrive in your **account**.

8. What happens if a cheque is out of date?

If you want to pay a cheque into your **account**:

- more than six months after the date on the cheque; or
- after the expiry date (if there is one shown on the cheque); you will have to ask the person who made it out to you to write a new cheque or re-date the old cheque and put their initials next to the change.

If you give us an out-of-date cheque we may return it to you.

9. What happens if you cannot look after your finances any longer?

- 9.1 If we are satisfied that you cannot look after your finances any longer, we will allow your **account** to be used by anyone who has authority from a court.
- 9.2 If we allow someone else to use your **account** under condition 9.1, you may be legally responsible for anything they do.

10. When will we stop you taking money out of your account?

10.1 If we reasonably think your **account** is being used for illegal purposes, or if we find out that there is a disagreement about who owns the money in your **account**, we may freeze your **account**. This means that you must not take any money out of your **account**, pay money in (unless we agree) or carry out any other transactions until we are satisfied that your account is not being used for illegal purposes, or that the disagreement is settled.

10.2 We may also freeze your **account** if we find out that a bankruptcy order is made against you, or we reasonably think that one is likely to be made. This means we will not allow anyone to take money out of your **account**, pay money in or carry out any other transaction unless that person has a legal right to do so (for example, a trustee in bankruptcy).

11. What happens if you die?

If you die, your personal representative can use the **account** (even if the number of the **account** changes).

12. Taking care of your card

- 12.1 We agree to give or send you a **card** when you open your **account**. You must sign your **card** as soon as you get it.
- 12.2 You must do the following:
- You must take care to keep your **card** safe and to prevent it from being lost, stolen or used by someone else;
 - You must only tell or show someone the numbers printed on your **card** if you need to do so to make a **card transaction**. You can also give the numbers if you report the loss or theft of your **card** or report that your **card** might be used by someone else.

13. When can you use your card?

- 13.1 Unless condition 13.4, 13.5 or 13.6 applies, you may use your **card** until we send you a new **card**. We will pay for purchases or any **withdrawals** which you make by using your **card** by making an automatic transfer from your **account**.
- 13.2 Your **card** belongs to us. You must destroy it when we send you a new **card**.
- 13.3 You may give your **card** back to us at any time.
- 13.4 You must return your **card** to us (or to someone acting for us) if we ask you to. For example, we may do this if condition 9 or 10 applies or if:
- we believe that your **card** is being used by someone else;
 - we believe that you are not keeping to these conditions; or
 - we need to replace your **card** for technical, security, regulatory or design reasons.
- 13.5 If we ask you to return your **card**, you must not use it again. If you do, we will still have the right to take the amount of any purchase or **withdrawal** out of your **account**.
- 13.6 If we think that your **card** is being used by someone else, we may, without telling you first, place a 'stop' on the **card** to prevent anyone using it.
- 13.7 We may stop you using your **card**, without telling you first, if you are not keeping to these conditions, and, as a result, it is reasonable for us to stop your **card**, (for example, if we have asked you

to repay an unarranged overdraft and you have failed to do so). We may also refuse to give you a new or replacement **card**.

- 13.8 Unless it is our fault, if someone else refuses to accept your **card** or keeps it, we will not pay you for any loss you suffer (for example if a shop assistant thinks that your **card** has been stolen).

14. Taking care of your pin

- 14.1 We will give you a **pin** so you can use your card at a cash dispenser and a Post Office® branch counter. You will be able to use the same pin if you use your **card** to make **card transactions**.
- 14.2 When you get the **pin**, you should change it to a number that you will remember easily. We will tell you how to do this.
- 14.3 You must take all reasonable steps to keep your **pin** secret at all times. You must:
- take every care to stop anyone else using it;
 - immediately destroy the piece of paper we send you with your pin; and
 - not write your **pin** on your **card** or anything usually kept with it.
- 14.4 If you write your **pin** down, you must disguise it so that no-one will know it is a 'pin'.

15. What should you do if your card, pin or a banker's draft is lost or stolen, or you think they might be used by someone else?

- 15.1 **Card and pin** – If you lose your **card**, if it is stolen or you think that someone else might use it, or if you think that someone else knows your **pin**, you must tell us as soon as you can by:
- phoning **08458 50 55 25 (+44 8458 50 55 25** from abroad);
 - telling us at any of our branches; or
 - writing to **Halifax, Retail Contact Centres, PO Box 470, Halifax HX1 2WR**.

Someone acting for you (for example, a **card** notification organisation) may contact us on your behalf. You must give us any help we think is necessary to try to recover your **card** or to find out who might have used your **card** or **pin**.

- 15.2 If a **banker's draft** is lost, stolen or might be used by someone who should not use it, you must tell us as soon as you can by getting in touch with the branch where we keep your **account**. We will then do what we reasonably can to stop the **banker's draft**.
- 15.3 We may give the police or any prosecuting authority (for example, the Crown Prosecution Service) any information they need if we think it will:
- help them;
 - avoid loss; or
 - help get back your **card**, or the draft or any missing money.

16. When are you legally responsible if you lose your card or pin or they are stolen or used by someone else?

- 16.1 You will not be responsible for a **card** or **pin** being used after you have reported that it is lost, stolen or might be used by someone else (unless it is used by you or on your behalf).
- 16.2 If you lose your **card**, it is stolen or you think someone else might use it, or if you think that someone else knows your **pin**, the most you will have to pay us for any loss we suffer because of the use of a **card** or **pin** will be £50. The £50 limit applies for the period until:
- you or someone acting for you has given us notice under condition 15.1; or
 - you get the **card** back.
- This condition does not apply if condition 16.3 applies.
- 16.3 You may have to pay more than £50 if you have been fraudulent or acted without reasonable care in connection with the loss or theft of your **card** or **pin** or in allowing someone else to have your **card** or **pin**. For example, if you have not followed the instructions in condition 12.2, 14.3 or 14.4.
- 16.4 You must not use your **card** if it has been reported as lost, stolen or likely to be used by someone else. If you find the **card** later, you must cut it into two pieces through the magnetic strip on the back of your **card** and through the hologram (if your **card** has one).

If you use it to make a **withdrawal**, we may still take the amount of the withdrawal out of your **account**.

- 16.5 If there is a disagreement between you and us about the loss, theft or use of your **card** or **pin**, we will only be able to get back any loss of more than £50 if we prove you have acted fraudulently or without reasonable care. You must help us fully in our investigations.
- 16.6 If we reasonably think that:
- you or someone else is using your **account** illegally;
 - you are not keeping to these conditions; or
 - your **card** or **pin** has been lost or stolen, or is being used by someone else;
 - we can refuse to carry out a **withdrawal**.

We can tell any relevant person that we have done this.

17. Our legal responsibility for transactions made using your card

- 17.1 We will be responsible for paying the amount of any **withdrawal** made with your **card** or **pin** after you or someone acting for you gives us notice under condition 15.1, unless:
- you make the **withdrawal** or it is made by someone for you; or
 - you have been fraudulent or acted without reasonable care as mentioned in condition 16.3.
- 17.2 If you don't receive your **card** from us (for example, if it is lost in the post), we will be responsible for paying the amount of any **withdrawal** made using it.
- 17.3 We will be responsible for any loss on your **account** which occurs as a result of a fault in a cash dispenser or other system you use with your **card**. We will not be responsible if the fault was obvious to you or you were told about it by a message or notice.
- 17.4 Our responsibility under condition 17.1, 17.2 or 17.3 will be limited to any amount which we should not have charged to your **account**.
- 17.5 We will not be responsible for any loss or expense which you suffer if:

- your **card** is damaged;
- any bank, machine, terminal, retailer or anyone else refuses to accept the **card** or keeps it; or
- we cannot carry out any **withdrawal**, purchase, payment into your **account** or other transaction on your **account**, or if we cannot provide any **services or facilities** because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.

17.6 If you use your card to top-up your mobile telephone using a cash dispenser you must ensure that you provide the correct details for the telephone number to be credited. We are not responsible for any losses caused by incorrect details being provided by you.

18. Paying Interest

We do not pay interest on the money in your **account**.

19. When can we take money out of your account?

- 19.1 We can take money out of your **account** to cover:
- each **withdrawal**;
 - each cheque and any other item which is paid into your **account** but later returned to us unpaid;
 - any charge which you owe us on your **account**; and
 - any loss or expense we suffer in connection with your **account** unless any of conditions 16.1, 16.2, 17.1, 17.2 or 17.3 apply.

We may do any of these if your **account** is in credit or overdrawn or if it goes overdrawn because of the amount that we take out of your **account**.

- 19.2 If your **account** is held in your sole name and any money is overdue for payment on any other account you have with us (whether it is in your sole name or jointly with someone else) we may take the money you owe us out of your **account**. We can do this without giving you notice.
- 19.3 If your **account** is held jointly and any money is overdue for payment on any other joint account you both have with us; we may take the money you owe

us out of your **account**. We can do this without giving you notice.

- 19.4 If your **account** is held jointly and any money is overdue for payment on any other account either of you have with us, whether in your sole name or in joint names; we may take the money you owe us out of your **account**. We can do this without giving you notice.
- 19.5 We can refuse to pay a **withdrawal** which you instruct us to pay out of your **account** if you have not got enough money in your **account** at the time when we check your **account** balance. We will take account of any withdrawal which we have still to take out of your **account** (for example, if you have just made a **card transaction**).
- 19.6 If you have requested a payment to be made from your **account**, for example by an automated payment such as a standing order or Direct Debit, you must ensure that there are sufficient available funds in your **account** by the end of the **bank working day** before your payment is due. We can take the payment from your **account** at any time during the requested **bank working day**, so you must ensure that you keep sufficient funds in your **account** for the whole of that **bank working day**.
- 19.7 We may let you make payments by standing order so you can pay someone else. We will send the payment on the date we are asked to pay it or as near to that date as possible. When this becomes available, we may send them using the Faster Payment Service. You will be able to send payments from your **account** using the Faster Payment Service if the payment is being made to an account held at a bank which accepts this service. You may be able to make an Immediate Faster Payment or a Future-Dated Faster Payment; for both of these, the funds will leave your **account** on the date we are asked to pay it (unless for a Future-Dated Faster Payment, it is not a **bank working day** when the funds will leave on the next **bank working day**) and your funds will stop earning interest as soon as they leave your **account**. However, for all standing orders, because of the way payment systems work, or for

reasons beyond our reasonable control, we cannot guarantee that a particular payment will reach its destination by a given date or time.

- 19.8 We may let you set up a Direct Debit on your **account** to pay someone else. We will make the payment when the person or organisation you have authorised to receive the payment asks us to. However, we cannot be responsible for making sure the payment is made by a certain date. This is because the person that you have agreed to pay by Direct Debit has to ask for the payment to be made from your **account**.
- 19.9 Where you ask us to make a payment on your behalf or where you make a payment yourself using telephone or online banking, you must ensure that the correct sort code and account number of the person the payment is going to is used. If you provide us with, or use incorrect details yourself, the payment may be delayed, returned or paid into the wrong account and you may be liable for any resulting loss. **We are not responsible for any loss caused by the use of an incorrect sort code and account number provided by you.**

20. Stopping payments

- 20.1 **Important:** you cannot stop a banker's draft or a card transaction.
- 20.2 **Important:** You cannot stop an Immediate Faster Payment Service once it has been sent.
- 20.3 If you want to stop a Direct Debit, standing order or similar arrangement, you must let us know before the payment is due to be made.

21. Overdrawn account

- 21.1 There is no overdraft facility on your **account**.
- 21.2 If you give us an **instruction** by Direct Debit or standing order to make a payment which we realise, after considering it, would make your **account** overdrawn or further overdrawn, then we will not make the payment.
- 21.3 We will inform you of any decision by us not to make a payment by letter, and we are entitled to charge you an Unpaid Item Fee of £15[▲]. This fee

will be collected from your **account** automatically 15 days from the date of the letter.

- 21.4 If your **account** goes overdrawn, then we will charge you interest on the overdrawn amount at the rate of interest that we set. You must also immediately pay us the amount that you are overdrawn (and any charges) so that you are no longer overdrawn.
- 21.5 The current interest rates that apply when your **account** goes overdrawn are set out in a leaflet which you can get from any of our branches or from our website. We may change the rates of interest we charge[▲] and the level of fees which you incur on overdrafts (see condition 2).
- 21.6 We will work out how much interest you owe us for each day your **account** is overdrawn. At the end of each month, we will add the amount of interest you owe us to the amount by which you are overdrawn (or take it off your credit balance). We will give you at least 14 days' notice before we add the amount of interest you owe us to the amount of your overdraft (or take it off your credit balance).
- 21.7 If your **account** is closed, we will work out how much interest you owe us for each day your **account** is overdrawn in the month in which the **account** is closed (including the day on which it is closed). You have to pay us this sum plus any interest owed under condition 21.6 which has not yet been applied to your **account**. You will also have to pay any overdraft and fees which you owe us.
- 21.8 If we have:
- asked you to pay any money you owe us on your **account**; or
 - received a court judgment for you to pay any money you owe us on your **account**, then for as long as your **account** is overdrawn, you will have to pay interest under these conditions and any fees on your overdraft.
22. **When will you have to pay charges and when can we change them?**
- 22.1 We can make charges on your **account** and for services or facilities we make

[▲] Under 18s will not be charged failed item fees or debit interest.

available to you. Our current charges are shown in our Interest Rates & Account Fees leaflet. Under these conditions we can change these charges.

- 22.2 We can change the amounts of our charges and fees to reflect changes (including changes caused by inflation) in:
- the costs of running your **account**;
 - the costs we incur in carrying out any activity connected with your **account**;
 - or
 - the costs of providing the services and facilities on your **account**.

We can also make new or different charges and fees to reflect the costs of providing existing, or new or different **services or facilities** on your **account**.

- 22.3 We can also change the amounts we charge you, make new or different charges and fees, and change the way you have to pay charges and fees, for any valid reason.
- 22.4 We will advise you of any changes to charges and fees in conditions 22.2 and 22.3 for the day-to-day running of your **account**, at least 30 days beforehand in writing.
- 22.5 We may choose for any valid reason not to charge a fee or charge which you would otherwise have to pay.
- 22.6 We will tell you the charge for a special service when you ask to use it.

23. Your statements

- 23.1 We will send you statements for your **account**. You can use our cash dispensers to ask for a mini-statement.
- 23.2 You should check your statements and let us know as soon as you can if you think that they include any information which seems to be wrong.

24. Special arrangements

Special arrangements apply to:

- cash in foreign currencies;
- cheques in foreign currencies or from foreign banks;
- cash or cheques paid in at any of our agencies that are not in the UK; and
- cash or cheques paid in at some of our agencies in the UK.

If you need any more information, ask us for details.

25. Joint accounts

- 25.1 Conditions 25.2 to 25.5 apply to joint accounts.
- 25.2 If your **account** is a joint account, these conditions apply to both of you together and each of you separately. For example, if you owe us any money on your **account**, we can claim it back from either of you or both of you.
- 25.3 We may choose to accept the instructions or signature of either of you. For example, either of you may make a **withdrawal** or close your **account**. If you tell us that you only want us to accept instructions from both of you (and not just from one of you), both of you must first return your **cards** to us. We may then close your **account** and, if we choose, offer each of you the opportunity to open a new **account** in just your name.
- 25.4 We may send all information about your **account** to the address of the customer whose name appears first in our records of your **account**. However, if you ask us to supply more than one **card**, we will supply one to each of you. You must not use a **card** which we supply to the other joint account holder.
- 25.5 If one of the account holders dies, the **account** will be transferred into the survivor's name and we will only accept **instructions** from the surviving account holder.

26. Closing your account

- 26.1 You may close your **account** at any time by giving us notice. You must give back your **cards** and pay us anything you owe on your account.
- 26.2 We may close your **account** by giving you written notice. Normally the notice will be at least 30 days. But if there are exceptional circumstances, for example, there is evidence of fraud, or you are threatening or abusive towards our staff; or for any other valid reason, we can close your **account** immediately. We will tell you as soon as possible if we do this.
- 26.3 If we close your **account** under condition 26.2, we will return your money to you.

- 26.4 We can close your **account** and keep the money in it for ourselves if:
- we have not been able to find you after making reasonable attempts;
 - you have not taken any money out of your **account** or paid any money into it for the past 12 months; and
 - the credit balance on your **account** is less than £100.
- 26.5 If we close your **account** under condition 26.6 we will re-open the **account** if:
- you ask us to; or
 - we think it is reasonable to re-open it.

If we re-open your **account**, we will pay back any money which was in the **account** when we closed it.

- 26.6 If we close your **account**:
- we can still take the money out of your **account** under condition 19.1 or to cover any **withdrawal**; and
 - you will still have to pay back any overdrawn amount or charges which you owe us on your **account**.

27. General

- 27.1 If, by mistake, we do not display a notice or information about your **account** in all our branches, the notice will still be valid and the information will still apply.
- 27.2 You must not transfer, charge or give as security any part of your **account** or any of your rights under these conditions, or any special conditions, to anyone else, unless we agree.
- 27.3 For administration reasons, we can change any address or phone number in these conditions by giving you notice.
- 27.4 For similar reasons, we can also change the name of any **service or facility** that we may let you use on your **account**, or the name or number of your **account**. We will tell you if this happens.
- 27.5 You must give us an example of your signature if we ask you to.
- 27.6 We may monitor and record phone calls to or from us. We may do this to check any **instructions** you gave over the phone and to help us train our staff.
- 27.7 If we delay in enforcing or choose not to enforce any term, which forms part of these conditions or any special

conditions, this will not affect our right to enforce it or the rest of those terms.

- 27.8 Each paragraph and subparagraph in these conditions is separate from the others. This means that if we cannot enforce any one paragraph or subparagraph in these conditions, this will not affect our right to enforce any other paragraph or subparagraph.
- 27.9 Any reference to the Easycash conditions includes any changes made to them.
- 27.10 These conditions are part of the legal agreement between you and us for your **account**. This agreement is governed by English law.

General information and points to note

The conditions in this leaflet apply to your Easycash account. They explain how your account works. These conditions also tell you about the main services that we may let you use on your **account**. We have tried to make the conditions clear and easy to understand.

There are also some conditions which apply to your **account** under general law. These are not set out in this leaflet. Extra conditions (“special conditions”) may apply to some of the services which are available on Easycash accounts.

We will tell you about these when you ask to use the service. The central clearing cycle for cheques and automated payments (standing orders, Direct Debits) is usually three bank working days. Please see condition 7 for how long you have to wait to withdraw a cheque you pay in. Please see conditions 19.6, 19.7 and 19.8 about Direct Debits and standing orders.

You and your **account** are protected under the Data Protection Act.

We are members of the British Bankers’ Association and we subscribe to the Banking Code: copies available on request from ourselves or the BBA at Pinners Hall, 105-108 Old Broad Street, London EC2N 1EX.

Points to note

There is no minimum opening balance for an Easycash account.

If you open an Easycash account you are bound by the Easycash conditions. Up to two people can apply for an Easycash account but it is not possible to have an Easycash account on a ‘both to sign’ basis. Therefore if you tell us that you want us only to accept instructions

from you both, or you want the account to be transferred into the name of just one of you, both of you must return your cards to us. You can then apply for accounts in your sole names.

Direct Debit Guarantee: this guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment date changes, you will be told in advance as agreed by the company collecting the direct debit. If an error is made by us or the company to which the Direct Debit is paid you are guaranteed a full and immediate refund from your branch of the amount paid. You can also cancel a Direct Debit at any time by writing to the company to which the Direct Debit is paid. Please also send a copy of your letter to us. The maximum daily cash withdrawal from a Halifax branch is £1,200.

Bank of Scotland is a member of the Financial Services Compensation Scheme under the Financial Services and Markets Act 2000. Where a customer has made deposits in a savings or bank account, payments under the scheme are limited to 100% of the first £50,000, subject to a maximum payment to any one depositor of £50,000. This limit applies provided the insolvency or other default of the bank or firm concerned takes place after 7th October 2008.

Most deposits denominated in sterling and other European Economic Area currencies and euro made with offices of the bank within the European Economic Area are covered. There are different levels of protection for other investments covered by the Financial Services Compensation Scheme. Further details of the scheme are available on request.

Bank of Scotland plc (a bank) is authorised to accept deposits by the Financial Services Authority. It is entered in the FSA's Register and its Register Number is 169628. The information in this leaflet is correct at the date of printing, March 2009, and may change under the conditions. Calls may be monitored and recorded for your protection and staff training purposes.

How else can we help?

We want to help our customers in any way we can. If you have a hearing or speech impairment you can use Typetalk whenever you contact us, or can use Textphone on **08457 32 34 36** (lines open 9am-5pm, 7 days a week). For visually impaired customers we can provide documents in large print, Braille or on audio-cassette. Please ask a member of staff if you'd like to know more.

Customer service

We do all we can to provide you with the service you want and expect. But we know sometimes things can go wrong. If you do ever have a complaint or a problem relating to your bank account, please let us know. You can either talk to us in branch or call us on **08458 50 55 25**.

If you feel that we haven't done enough to resolve your complaint, please call our Customer Complaints Helpline on **08457 25 35 19**. And if that still leaves things unresolved you may then want to contact the Financial Ombudsman Service. If you'd like a copy of our complaints procedure, please ask us at any branch.

Free booklets and information

We hope this leaflet has been helpful. Our staff can give you more detailed information on our products and services. If you'd like more general information on bank accounts, the Financial Services Authority provides a range of free consumer booklets and factsheets, as well as a Consumer Helpline.

To find out more, visit their website at **www.moneymadeclear.fsa.gov.uk** or call **0845 606 1234**.

The Financial Services Authority can only provide general information and cannot give specific advice or recommend any company's products, investigate individual complaints or contact firms on behalf of individuals.

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