

**GETTING STARTED
GUIDE**



the people who give you extra



SOME IMPORTANT INFORMATION

It's important to know

- Although we can't recommend that an Expresscash or Cardcash account is right for you, we'll give you all the information you need to make an informed decision. There's no fee for this service.
- We are regulated by the Financial Services Authority, except for lending, for which we're licensed by the Office of Fair Trading. The Financial Services Authority is there to protect customers' interests. We're listed in the FSA's register, with register number 169628.
- We also subscribe to The Lending Code. Details can be obtained from www.lendingstandardsboard.org.uk

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed could be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7741 4100 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, St James's Place Bank and St James's Place Private Bank. Some savings accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in accounts under all of these names.

If you are unsure whether your account is held with Bank of Scotland plc, please check your account literature.

Our bank accounts

- At Halifax, we know that people's personal circumstances change, which is why we offer a range of bank accounts to suit all kinds of needs. So if at any stage you'd like to review your options, just let us know. Visit any branch, call 08457 20 30 40 or go to www.halifax.co.uk to find out more.

Your account	Expresscash if you're 11-15 years old*	Cardcash if you're 16-17 years old
Credit interest on your account	You'll earn interest on the money in your account. That's 1.51% AER (1.50% gross).	You'll earn interest on the money in your account until you turn 18. That's 1.51% AER (1.50% gross).

*If aged between 11 and 15, a parent/guardian must be present, either when an account is opened or when additional services are applied for. We need to see two forms of ID, such as passport or birth certificate, as well as proof of the parent identity and address.

An important note...

- AER stands for annual equivalent rate and shows what the interest rate would be if interest were paid and compounded each year. (In other words you earn interest on the money you leave in your account.) The gross rate is the rate of interest we pay before we take off income tax at the rate set by law.
- The interest rates quoted are correct at the time of going to print (October 2011) and are variable and subject to change

Not happy?

Not happy?

You have 14 days starting from the day after your agreement is concluded to give us written notice that you wish to cancel. You may close your account at any time by giving us notice. Notice should be given in writing to Halifax, Trinity Road, Halifax, West Yorkshire HX1 2RG.

How to complain

Our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

Visit a branch and speak to any member of the team.

Call our Telephone Banking Service on 08457 25 35 19. (Textphone 08457 32 34 36, if you have a hearing impairment.)

Write to us at Halifax, PO Box 548, Leeds LS1 1WL.

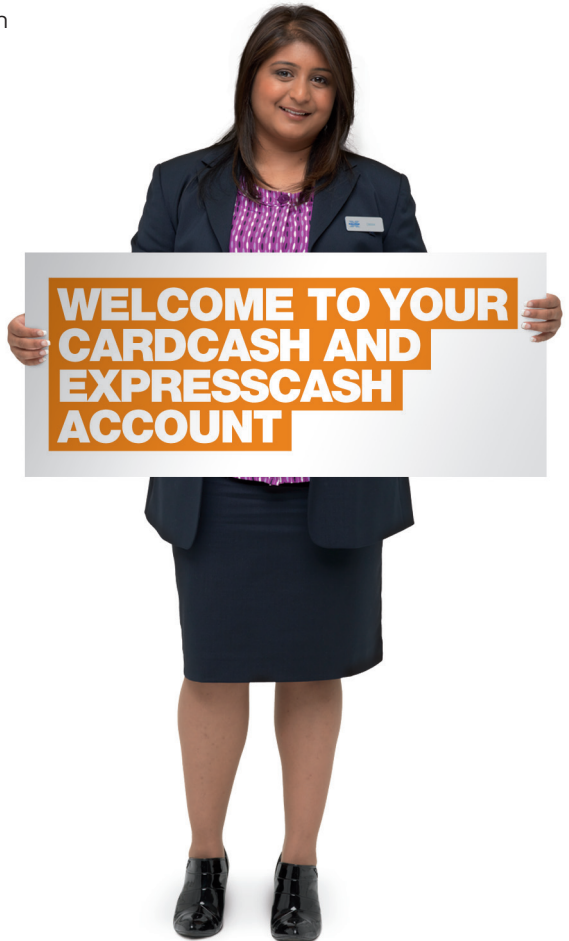
If you're still not happy and we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint – provided you have tried to resolve the matter directly with us first. We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

STRAIGHTFORWARD BANKING STARTS HERE

You've made a good move opening an account with us.

That's because Expresscash and Cardcash accounts are the perfect way for you to look after your money.

So whether you're earning a weekly wage or you just have some spare cash to put away, you'll find having an account with the Halifax is easy and handy.



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Just to let you know

Most of the information in this booklet applies to both Cardcash and Expresscash, but there are some places where we talk about just one of the accounts.

A helping hand...

Look out for highlighted page numbers, which will help direct you to all the important terms and conditions of your account

PAGE 25 – Example

YOUR BENEFITS AT A GLANCE

Both Expresscash and Cardcash accounts come with a range of benefits, making it easy for you to look after – and make the most of – your money.

	Expresscash	Cardcash	Page
Age	11-15 years old	16-17 years old	
Online banking	X	✓	8
Telephone banking	X	✓	8
Access to all our branches	✓	✓	8
Set up direct debits and standing orders	✓	✓	8
Mobile Alerting service	✓	✓	9
Halifax Visa debit card	✓	✓	10
Use of cash machines	✓	✓	10
Commision-free travel money	X	✓	12
Credit interest on your account	✓ 1.51% AER (1.50% gross)	✓ 1.51% AER (1.50% gross) (until you turn 18)	32
Overdraft	X	X	33

AER stands for annual equivalent rate and shows what the interest rate would be if interest were paid and compounded each year. (In other words, you earn interest on the money you leave in your account.)

The gross rate is the rate of interest we pay before we take income tax at the rate set by law.

GETTING STARTED

**Want to get the most out of your account?
Just follow these simple steps...**

1 Your account's ready to use straightaway. You'll receive your Visa debit card and PIN in the next few days. Make sure you sign the back of your debit card and change your PIN to something memorable at any Halifax cash machine.

How to use your card – [PAGE 10](#)



2 Your account's a safe place to pay in your wages or any other spare cash. You can set up and change standing orders or cancel direct debits to make regular payments like gym membership or your mobile contract – it's easy to do online, by phone or in branches. (Expresscash, branches only)

For more on regular payments – [PAGE 11](#)



3 Cardcash customers only
Register for online banking. It's quick, easy and secure. Make sure you have your account number and sort code ready and go to

www.halifax.co.uk/register

For more info on online banking – [PAGE 12](#)



MANAGING YOUR ACCOUNT

24/7 online banking (Cardcash only) – www.halifax.co.uk/register

You can register for online banking and manage your money 24/7 from any computer online. All you need to do is register at **www.halifax.co.uk/register**, and then you'll be able to do all this at the click of a mouse:

- Check your balance whenever you want.
- Set up and change your standing orders and direct debits.
- Transfer money between your accounts.

Safe and secure

With online banking, nobody but you can access your details. And our online guarantee means that if anyone ever does take anything from your account illegally, we'll pay you back the money you lost.

Check out
www.halifax.co.uk/online

24/7 telephone banking (Cardcash only) – 08458 50 55 25

Our telephone banking service means there's always someone you can talk to about your bank account, seven days a week, 24 hours a day. Before you start using it you'll need to set up your security details by calling **08458 50 55 25**. Once you're set up, you can:

- Check how much money you have in your account
- Hear about your latest payments or deposits
- Set up or change standing orders and cancel direct debits.

If you want, one of our advisors can also let you know about other ways we can help with your money. All you have to do is ask.

Branch banking (Available to under 18s only)

Sometimes it's handy to pop into a branch and speak to someone face to face. They'll help you:

- Check how much money you have in your account
- Find out about your latest payments or deposits
- Check and order statements
- Set up or change standing orders and direct debits
- Talk to someone about your money.

SETTING UP YOUR MOBILE ALERTING SERVICE

If you're out and about, you can still keep track of your money with our Mobile Alerting service. You can set it up how you want but here are some of the things we can do...

- We can send you a text at the same time every week letting you know how much money is in your account, along with your last six transactions.
- We can text you when your balance reaches a particular high or low amount. You can set the amounts to keep track of how much money is in your account.
- We can text you if your card is used abroad. This could help you spot if your card is ever being used illegally

We won't charge you a penny for our Mobile Alerting service, but your network service provider might charge you to receive texts when you're abroad.

It's easy to register

(Cardcash customers)

- Go online at www.halifax.co.uk
- Call us on **08457 20 30 40**

(Expresscash & Cardcash customers)

- Pop into any of our branches.

YOUR HALIFAX VISA DEBIT CARD

The key to your account

We'll send you a Visa debit card that you can use to:

- Pay for just about anything. Just look out for the Visa sign
- Take out up to £300 cash per account holder (or equivalent currency) from cash machines around the world. To ensure you can use your card while you're abroad, register it with us before you travel by calling us on **08457 20 30 40**
- Buy things over the phone and online. Your card is covered by Halifax Secure for web purchases – visit **www.halifax.co.uk/secure** for more information.

You can even get cashback from some shops and supermarkets when you pay with your Visa debit card. Your card's protected with its own unique Personal Identification Number (PIN), so don't forget to keep it safe at all times.

Important point to note...

Remember – if you use your card to withdraw cash or pay for goods or services in a foreign currency other than sterling, the exchange rate we use will be the Visa Reference Exchange Rate. We will charge a foreign exchange fee of 2.75% of the amount of the transaction and a £1.50 fee for each payment or withdrawal.

Cash machines – a lot more than just cash

Use Halifax and Bank of Scotland cash machines to:

- Pay in cash and cheques
- Top up pay-as-you-go mobiles
- Change your PIN – just follow the instructions on screen
- Get a mini statement
- Check your balance.

And of course you can always use cash machines to withdraw cash. It's free from most machines with a LINK logo, but you might have to pay with other cash machines, including overseas ones.

PAYING MONEY IN AND TAKING IT OUT

Paying money in

You can pay in cash or cheques at any Halifax or Bank of Scotland cash machines. You can also pay in money at any of our branches over the counter or at an Immediate Deposit Machine (IDM) if they have one. If you need help, just ask a member of staff how to do it.

Taking money out

With your account you can set up regular payments that happen automatically. It's really useful for all sorts of things, like paying a mobile phone contract or putting money into a savings account.

Type of payment	Where paid in	When you can withdraw funds	When included in interest calculations
Cash	In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-In before 4pm	Same day	Same day
	In branch or using an Immediate Deposit Machine after 5pm, or using an Express Pay-In after 4pm	Next working day	Next working day
	In branch or using an Immediate Deposit Machine or Express Pay-In on a non-working day	Same day	Next working day
	Via a cash machine	Next working day	Next working day
Cheques	In branch or using an Immediate Deposit Machine before 5pm*, or using an Express Pay-In before 4pm	4 working days after the day of deposit	2 working days after the day of deposit
	In branch or using an Immediate Deposit Machine after 5pm*, or using an Express Pay-In after 4pm or on a non-working day	5 working days after the day of deposit	3 working days after the day of deposit
	Via a cash machine	5 working days after the day of deposit	3 working days after the day of deposit

*2pm if using an Immediate Deposit Machine in Northern Ireland.

If the cheque is returned to us without being paid we may take the amount of the cheque out of your account, unless more than 6 working days have passed since the day you paid the cheque in. After 6 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.

Faster payments

It's possible to make faster payments electronically, and these normally just take two hours instead of several days. It's a free service but you'll just need to check that the bank or building society you're paying money into accepts this type of payment.

COMMISSION-FREE TRAVEL MONEY

(Cardcash only)

Commission-free travel money – 08452 46 00 06

If you're going away on holiday, you're with the right bank, because:

- We won't charge any commission on foreign currency
- There's no commission on foreign-currency American Express traveller's cheques
- Order sterling traveller's cheques over the phone or online and we won't charge you commission (order in branch and we'll charge you 1.5% minimum £3)
- We'll change any foreign-currency notes and traveller's cheques back to sterling free of charge.

You can order travel money online or over the phone – if you order £300 or more we can deliver it to your home the very next day for free. For any amount less than £300 we'll charge just £5 to deliver it to your door; the minimum we'll deliver is £50. Or if you prefer, have it delivered free to your branch, then collect when you want.

Some advice if you're travelling

It's a good idea to take a range of different ways to pay, including cash, traveller's cheques and debit and credit cards. To stay safe, make sure you carry everything separately.

How to order

- Call **08452 46 00 06** (lines open Monday to Friday 8am - 10pm, Saturday and Sunday 10am - 8pm)
- Visit **www.halifax.co.uk/travelmoney**
- Pop into your local branch.

INTERNATIONAL PAYMENTS

(Cardcash only)

We can help send money anywhere in the world – quickly, safely and for a small fee. Give us the payment details and we'll put the money where it's meant to be, and we can also save the details for next time. For more about international payments, just call us or sign in to your online banking. If you're not registered for online banking, you can register at www.halifax.co.uk/register



BANK ACCOUNT TERMS AND CONDITIONS

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Section 1 – Introduction to this agreement – how it works and who it applies to

This agreement is for our bank accounts and related services for personal customers resident in the United Kingdom ("UK"). It is made up of the general conditions and special conditions in this document and any additional conditions we give you for these accounts or services. Additional conditions are the daily overdraft fees, other fees, interest rates and other terms that apply to a specific service or account that are not included in the general conditions or special conditions. These will include, for example the terms set out in the rates and fees leaflet applicable to your account and in your application form(s). We will tell you which conditions apply when you take a new product or service from us.

In this agreement, "we" are Bank of Scotland plc and Halifax is a division of Bank of Scotland.

An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read Our Privacy Statement www.halifax.co.uk/privacystatement or ask for a copy in branch.

This agreement only covers accounts and services we provide for your personal use. 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).

You may not be eligible for all of the accounts or services covered by this agreement or all the features they have – for example, we will not give you a planned overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us. In addition, not all the services and facilities covered by this agreement are available on all accounts. For example, telephone, mobile and internet banking services are not available on some accounts.

Additional conditions or special conditions may add to the general conditions but may also override an overlapping term in the general conditions.

Please ask us if you have any questions about this agreement or any other matter by visiting one of our branches, or contacting us by telephone.

Services and facilities on your account

We provide the following main services and facilities depending on the type of account:

- Crediting of payments made into your account.
- Debiting of payments made out of the credit balance on your account. You may ask us to make a payment out of your account in a variety of ways including by writing a cheque, by setting up a direct debit or standing order, by requesting cash or by using your debit card.
- If you have a current account, you may:
 - specifically request, and we may agree to provide, a planned overdraft which will allow you to borrow money from us up to a certain limit;

- make an informal request for an unplanned overdraft, by instructing us to make a payment which, if we choose to comply with it, would make your account exceed (or further exceed) its overdraft limit or, if you have no planned overdraft, cause your account to be overdrawn (or further overdrawn). (Unless we have guaranteed to a third party that we will make the payment, we do not have to comply with an informal request for an unplanned overdraft.)
- Cheque book (including cancellation and replacement if lost or stolen).
- Debit and cash machine card (which may also guarantee cheques, if your card includes a cheque guarantee logo).
- Regular bank statements (either online or by post).
- Access to a 24-hour service so that you can contact us at any time to carry out transactions, answer queries or obtain assistance.
- Access to a cash machine network in the UK and abroad (fees apply for card use abroad).

There are additional services and facilities which you may ask for. These include, among others, stopping cheques, the special presentation of cheques, issuing banker's drafts, providing you with copies of paid cheques or extra copies of statements and CHAPS payments.

You should consider which account is best for you. If you wish to change the type of account that you have at any time, you should contact us to discuss the options available.

Fees for our services

Our current fees are listed in the rates and fees leaflet applicable to your account. Additional fees may also apply for some transactions that are not covered by this agreement, such as international payments. Fees for these services are contained in separate conditions which you will receive when you ask to use those services.

Under this agreement you agree to pay us those fees in exchange for the various services that we provide, including the main services and facilities. You can keep up to date with them 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.

The fees which you will have to pay will depend upon the type of account that you have and the way in which you operate your account. If your account remains in credit then you will not usually have to pay any fees for having the benefit of the main services and facilities but we will charge you a daily fee or interest if at the end of any day, your account is overdrawn. Daily fees and interest rates for planned overdrafts are lower than daily fees and interest rates for unplanned overdrafts. Our charging structure means that, in exchange for receiving the benefit of the main services and facilities, including the benefit of any overdraft that causes a daily fee or interest, you agree to pay our fees, including daily fees.

What can you do to minimise overdraft fees?

- Repay any overdraft as soon as you can.
- If your account offers an overdraft facility, ask us about arranging an overdraft as our daily fees and interest rates are lower for planned overdrafts than unplanned overdrafts.
- Check your available balance on the internet, by telephoning us or through a cash machine to make sure you have enough money in your account to pay everything due. 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).

- If you go into overdraft in the course of a day, ensure that your overdraft is repaid by the end of the day to avoid paying the daily fee or interest for that day.
- Keep a record of any cheques you write and when they have been paid, so that you know how much money is left in your account. Someone can pay a cheque you have written into their account up to six months after you have written it.
- Check your statements and make a list of the dates of your regular payments (for example, mortgage, loan or rent). Keep a list of when all your direct debits and standing orders are due.
- If a direct debit payment date is at a bad time in the month for you, (for example, 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 to pay, remember to include these in your budget. Information that will help you to keep track of your finances is available in the rates and fees leaflet applicable to your account.
- If your account offers the facility, sign up to receive mobile alerts if you go into an unplanned overdraft.

Changes to facilities and fees

We review our services and facilities, and the way in which we charge for them, from time to time. In Section 3 we set out when we may change the conditions and fees for your account and how we will tell you about the changes.

Section 2 – Special conditions

Special conditions for banking

This section gives details of the special conditions which apply to your account in addition to the Halifax Bank Account terms and conditions.

Halifax Reward Current Account

Special conditions:

- Available to people aged 18 or over who must be resident in the UK.
- Up to two account holders on an "either to sign" basis only. You can hold one Reward Current Account in your sole name and one in joint names.
- You will receive reward payments if you meet the conditions set out in our Reward Payments, Interest and Account Fees leaflet.
- You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 a day can be made over the branch counter. If you want to withdraw more than £2,500 a day you will need to give your branch advance notice.
- You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- Reward Current Accounts opened after 6th December 2009 must be funded with at least £1,000 per calendar month.

Halifax Ultimate Reward Current Account

Special conditions:

- Available to people aged 18 or over who must be resident in the UK.
- Up to two account holders on an "either to sign" basis only. You can hold one Ultimate Reward Current Account in your sole name and one in joint names.
- You will receive reward payments if you meet the conditions set out in our Reward Payments, Interest and Account Fees leaflet.

- Customers with the Ultimate Reward Current Account must pay a monthly fee ("the account fee") which will be automatically deducted from the account on the first working day of the month. As account fees are paid in arrears, if an account is opened after the first working day of the month, that account fee will be pro-rated and paid on the first working day of the following month. In return for the account fee they receive a range of account benefits including the day-to-day standard features of a bank account and the enhanced banking services associated with this account together with a range of other benefits ("the Account Benefits Package"). The Account Benefits Package is a single integrated package and no additional value or discount is, or can be, given to customers who either solely use just the Discount Card. All customers are entitled to benefit from all of the Account Benefits Package (where applicable) and none of the benefits are severable. Details are set out below.
- In opening an Ultimate Reward Current Account you agree to be bound by the specific conditions applying to the different benefits and policies that form part of the Account Benefits Package. In particular you have an agreement with us for the provision of the Ultimate Reward Current Account and separate contracts of insurance with each insurance company under which the premium is collected and paid by us as agents of the underwriters. We do not charge you any fee in connection with the provision of insurance. You agree to comply with, and be bound by the policy conditions issued to you relating to the insurance cover and other services which comprise the Accounts Benefits Package; and with the right of the insurers or service providers to change the applicable cover or conditions, in accordance with the relevant policy conditions on the applicable notice periods.
- You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 a day can be made over the branch counter. If you want to withdraw more than £2,500 a day you will need to give your branch advance notice.
- You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- The insurance cover and other services that come with the Account Benefits Package will end if:
 - your Ultimate Reward Current Account is closed;
 - you fail to pay the account fee;
 - your account is changed to another type of account with us;
 - your residential address is no longer in the UK.
 Any other insurance policies that you have taken out yourself at a discount as part of the Account Benefits Package will not be affected.
- You agree that we can change the insurer of any of the insurance policies or the providers of any of the other services by giving you notice in good time. This will be before the change takes effect if that is required by a code of practice that applies to us or by our regulators or another similar body.
- You agree that any fees, premiums or claims monies held by members of the group and its agents are held by them as agents of the underwriters.
- If a sole account holder dies the benefits and policies automatically cease. If one of two joint account holders dies the benefits and policies will pass to the survivor.

- (l) We may vary all or part of the Account Benefits Package under condition 12 of the Halifax Bank Account terms and conditions (unless we withdraw the Account Benefits Package altogether, as referred to below in special condition (o)). If we vary the Account Benefits Package in whole or in part we may vary the account fee in accordance with special condition (n).
- (m) We may vary the special conditions applying to the Ultimate Reward Current Account under condition 12 of the Halifax Bank Account Conditions. For example, we may make it a requirement that you fund your account with a minimum monthly amount before you are entitled to preferential Reward payments or daily fees on the account.
- (n) We can change the amount we charge you for the Account Benefits Package under condition 12 of the Halifax Bank Account Conditions. We will give you at least two months prior notice of any such change.
- (o) We may decide to amend all or part of the Account Benefits Package at any time under condition 12 of the Halifax Bank Account Conditions. If we do so, but subject to special condition (p) below, we will give you at least two months prior notice. Any applicable insurance cover and other services that you have as part of the Account Benefits Package which is being withdrawn will continue for the applicable notice periods from the date we notify you. On expiry of the notice, we may revise the account fee to you to reflect the amended Account Benefits Package. If we withdraw the Account Benefits Package in its entirety we may also vary the Reward payment, daily fees and other terms for your account to reflect one of the other current accounts in our range that has similar features but no Account Benefits Package. Any other insurance policies that you have taken out yourself at a discount as part of the Account Benefits Package will not be affected.
- (p) If you provide any false or inaccurate information to us or to the companies providing the policies under the Account Benefits Package we and they will be entitled to cancel the cover immediately without notice to you.
- (q) If you close your Ultimate Reward Current Account, or transfer to another of our accounts, your final account fee will be pro-rated for the month of closure.

The Account Benefits Package

The benefits you are entitled to with your Ultimate Reward Current Account are detailed in full in the Ultimate Reward Current Account Getting Started Guide. As well as the day-to-day standard features of a bank account and the enhanced banking day-to-day services associated with this account, the Ultimate Reward Current Account provides an Account Benefits Package which also includes:

Worldwide multi-trip family travel insurance, including winter sports (up to age 65 only) and golf. Cover is activated the day after your account is opened and funded. Covers two adults and any number of children under the age of 16; or any children under the age of 23 in full time education. The maximum age for cover is 70 years and is only available to residents in the UK. Customers' pre-existing medical conditions must be notified to the underwriters who may decide that top-up cover is required. Cover renews month by month subject to payment of the account fee.

Car breakdown cover. Covers you (and a joint account holder if applicable) in any vehicles in which you are the driver or a passenger (unless used for hire and reward). Cover is activated once your account is open and funded. Policy includes Home Start and Accident Management Service. Policy applies to residents of the UK, Channel Islands and Isle of Man only. Standard conditions and exclusions apply. No refund available if you cancel the policy.

Mobile phone insurance. One mobile phone (two if a joint account) is covered against loss, theft, accidental or malicious damage, breakdown, liquid and water damage up to a maximum claim limit of £2,000 per phone and up to two claims per account per year. The maximum limit of cover for unauthorised calls is £650, including VAT, for a pre-pay (pay as you go) phone and £1,500, including VAT, for a post-pay (contract) phone. The Policy is underwritten by London General Insurance Company Limited, who are authorised and regulated by the Financial Services Authority (FRN 202689).

Card protection. Cover includes up to £2,500 cover for a single account holder (£5,000 for a joint account) in respect of a card fraud incident resulting in losses to you before the card fraud incident is reported to the card issuer.

Home emergency cover. Up to £250 towards the cost of securing your home in the event of specific, pre-determined home emergencies. Details are in your Ultimate Reward Current Account Getting Started Guide.

Extra account benefits. In addition to the Account Benefits Package, we may offer you extra benefits. Details of the extra account benefits will be given to you on account opening or from time to time. We may vary, withdraw or replace all or part of the extra account benefits at any time. Check our website or call us for details of the current extra benefits.

Travel Insurance is arranged through FirstAssist Insurance Services Limited. Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU. Authorised and Regulated by the Financial Services Authority.

The policy is underwritten by Great Lakes Reinsurance (UK) PLC. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Authorised and Regulated by the Financial Services Authority.

Car Breakdown Cover is provided by the AA (The Automobile Association Limited). Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands.

Accident Management is underwritten by Acromas Insurance Company Limited. Registered Office: 57-63 Line Wall Road, Gibraltar. UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent CT20 3SE

Halifax Current Account

Special conditions:

- (a) Available to people aged 18 or over who must be resident in the UK.
- (b) Up to two account holders on an "either to sign" basis only.
- (c) You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 a day can be made over the branch counter. If you want to withdraw more than £2,500 a day you will need to give your branch advance notice.
- (d) You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.

Halifax Student Current Account

Special conditions:

- (a) Available to people aged 18 or over who are students in full-time education (that means a degree course or similar course of further education).
- (b) Only one account per person.
- (c) If there is a credit balance, monthly interest will be paid directly into the account. Interest rates are variable and are set out in the Reward Payments, Interest and Account Fees leaflet.
- (d) You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 a day can be made over the branch counter. If you want to withdraw more than £2,500 a day you will need to give your branch advance notice.
- (e) You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- (f) The longest you can qualify for an account is six years (including the year after you stop being in full-time education).
- (g) If you keep your account after you stop qualifying, these conditions will no longer apply. We will write at least two months before the change to explain the full changes to your account.

Halifax Easycash account

Special conditions:

- (a) Available to people aged 16 or over who must be resident in the UK. Only available for joint applicants aged 18 or over.
- (b) You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 can be made over the branch counter. If you want to withdraw more than £2,500 you will need to give your branch advance notice.
- (c) You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- (d) Cheque books, cheque guarantee cards and planned overdrafts are not available to use with this account.
- (e) This is a basic bank account so there are some things it will not allow you to do at a branch counter:
 - (i) Check your balance (use our cash machines, telephone or online banking services instead);
 - (ii) Review your recent transactions (use our cash machines, telephone or online banking services instead);
 - (iii) Order an up-to-date statement (use our telephone banking service or order a mini-statement at a cash machine instead);
 - (iv) Make cash or cheque deposits (use the self-service facilities in branch instead); or
 - (v) Withdraw less than £300 (use our cash machines to withdraw up to £300 a day or visit any Post Office®).

Halifax Expresscash account

Special conditions:

- (a) Available to people aged between 11 and 15 who must be resident in the UK.
- (b) Only one account per person.

- (c) If there is a credit balance, monthly interest will be paid directly into the account. Interest rates are variable and are set out in the Reward Payments, Interest and Account Fees leaflet.
- (d) You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 a day can be made over the branch counter. If you want to withdraw more than £2,500 a day you will need to give your branch advance notice.
- (e) You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- (f) After you've reached 16, we will write to you confirming whether these conditions still apply. If we are going to change your account, we will write to you at least two months before to fully explain your new account.

Halifax Cardcash account

Special conditions:

- (a) Available as a new sole named account to people aged between 16 and 17 who must be resident in the UK.
- (b) You can withdraw up to £300 a day using Halifax, Bank of Scotland or LINK cash machines. Cash withdrawals of up to £2,500 can be made over the branch counter. If you want to withdraw more than £2,500 you will need to give your branch advance notice.
- (c) If there is a credit balance and the account holder is aged between 16 and 17, monthly interest will be paid directly into the account. Interest rates are variable and are set out in the Reward Payments, Interest and Account Fees leaflet.
- (d) You can withdraw up to £300 a day at any Post Office®. Once registered, you can also deposit cash and cheques, as well as make balance enquires, on your registered account.
- (e) Cheque books and cheque guarantee cards (unless you are aged 18 or over) and planned overdrafts are not available to use with this account.
- (f) If you are aged 18 or over and we are entitled to charge you one or more Returned 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 Returned Item Fees and interest on overdrawn accounts are set out in the Reward Payments, Interest and Account Fees leaflet.

Section 3 – General conditions

Part A – Contact and security

1 Contacting each other

- 1.1 Our contact details page sets out the telephone numbers you should use to contact us for specific purposes in connection with your account.
- 1.2 Any instructions you give us are not effective until we actually receive them. If available on your account for the particular service you wish to carry out, you can usually use our telephone, online and mobile services and cash machines at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).

- 1.3 We will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 1.4 It may be unlawful for you to use online banking or mobile services in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 1.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.
- 2 Security**
- 2.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:
- (a) you must sign instructions given on paper;
 - (b) when you are in a branch, we may ask you for identification (please see the 'Withdrawals' paragraph at the Important Points to Note section at the back of this booklet); and
 - (c) if you are contacting us or giving us instructions by any other method (for example by using a card, telephone banking, online banking or by mobile services) you must do so using the "Security Details" we have given to you or agreed with you personally.
- "Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs"), to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.
- 2.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
- 2.3 You must:
- (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
 - (b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
 - (c) keep your cards and Security Details secure and protect cards from damage;
 - (d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
 - (i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
 - (ii) writing your Security Details on, or keeping them with your cards or banking documentation;
 - (iii) writing down your Security Details in a way that is recognisable; or
 - (iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
 - (e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 11; and
 - (f) if there is a place for your signature, sign any card as soon as you have received it.
- 2.4 If you use online banking or mobile services, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 2.5 We may replace or renew your card with a different type of card available under this agreement. We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you notice under condition 12.
- 2.6 You must tell us as soon as you can (see our contact details) if you:
- (a) notice any errors;
 - (b) find our services are not working;
 - (c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
 - (d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 2.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through online banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.
- 2.8 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 3 Statements and information**
- 3.1 We will make a statement available each month there are payments on the account and will provide you with a paper statement regularly and at least once a year.
- 3.2 Where statements are available for your account, you can order a paper statement at any branch or through telephone banking (where available).
- 3.3 You can ask us to provide you with a copy of a paper statement we have already provided but we may charge you for this.
- 3.4 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 3.5 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible.
- 3.6 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to the police or other authorities, in the UK or (if appropriate) abroad.

3.7 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided you can ask us for details.

Part B – Banking services

4 Opening and processing times and general conditions about payments

4.1 We process payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this Part B the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.

4.2 “Working day” has a particular meaning in this agreement:

- (a) By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
- (b) In all cases, how long a working day lasts will depend on the “cut-off” times for that particular method of making or receiving payments. For example, the cut-off time is different for branches, telephone banking and online banking but is usually not before 3.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day.

You can ask us for further information about the relevant cut-off times.

4.3 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

5. Payments into your account (deposits)

5.1 General conditions about payments into your account

In this condition 5 we explain the timing of different types of payment into your account, including:

- (a) when we show payments in your account;
- (b) if we pay or charge interest on your account, when we start including payments in our interest calculations (either to work out how much to pay on your balance or how much to charge if your account is overdrawn); and
- (c) when payments are available for you to use for withdrawals or for making payments out of your account.

5.2 Cash and cheque payments into your account

(a) The following table sets out details of when you can withdraw funds, and when those funds will be included in our interest calculations, where you make a payment into your account:

- (i) in cash; or
- (ii) by sterling cheque from a bank, other than Halifax, in the UK, the Isle of Man, Gibraltar or Channel Islands (the “paying bank”).

Type of payment	Where paid in	When you can withdraw funds	When included in interest calculations
Cash	In branch or using an Immediate Deposit Machine before 5pm, or using an Express Pay-In before 4pm	Same day	Same day
	In branch or using an Immediate Deposit Machine after 5pm, or using an Express Pay-In after 4pm	Next working day	Next working day
	In branch or using an Immediate Deposit Machine or Express Pay-In on a non-working day	Same day	Next working day
	Via a cash machine	Next working day	Next working day
Cheques	In branch or using an Immediate Deposit Machine before 5pm*, or using an Express Pay-In before 4pm	4 working days after the day of deposit	2 working days after the day of deposit
	In branch or using an Immediate Deposit Machine after 5pm*, or using an Express Pay-In after 4pm or on a non-working day	5 working days after the day of deposit	3 working days after the day of deposit
	Via a cash machine	5 working days after the day of deposit	3 working days after the day of deposit

* 2pm if using an Immediate Deposit Machine in Northern Ireland.

Payments at the Post Office®

- (b) If cash or a cheque is paid in at the Post Office® an extra working day has to be added to these timings.

Halifax cheques

- (c) Where we are also the paying bank, and the cheque is from a Halifax personal account for a value of up to £1,000 and is paid in either at a branch counter before 5pm or an Express Pay-In before 4pm, we will show it in your account and allow you to use it on the same day that we receive it. We will start paying you interest (if applicable) straight away. For cheques over £1,000 we will allow use and pay interest at the times stated in condition 5.2 (a) above.

All cheques

- (d) We will show a cheque in your account on the same day that we receive it.
- (e) A cheque may still be returned unpaid up until the sixth working day after we receive it. From the end of the sixth working day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.
- (f) So, for example, if you pay in a non-Halifax cheque on a Monday, you will see it on your account the same day, it counts towards interest (if applicable) on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday. For cheques paid in by other means, an additional working day is added to the times shown above.
- (g) If a cheque is returned unpaid by the paying bank before the end of the sixth working day from the day it is paid in, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft. If this happens, we will let you know.
- (h) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque. We will tell you if there is a fee for this service.

5.3 Foreign cheques paid into your account

If you want us to obtain payment for you of a sterling cheque paid out of an account at a bank abroad or a cheque which is not in sterling, please ask us for details of our foreign cheque payment service.

5.4 Payments into your account (other than cash and cheque payments)

This sub-condition covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.

- (a) When we receive a payment for your account in sterling (£), we will show it in your account and (if applicable) it will earn interest (or reduce interest you pay) from that day. We will allow you to use it straightaway.

If you make a transfer between your personal accounts with us on any non-working day, the amount you transfer will leave one account (account A) and will be available for you to use from the other account (account B) that day. If applicable, the amount will count towards interest on account A until the next working day when it will count towards interest on account B.

International payments into your account

- (b) When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and (if applicable) pay interest on it (or use it to reduce the interest you pay) from the same day. For some currencies, we may be unable to convert the payment into sterling on the day that we receive it. If this is the case, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it.
- (c) We will use our Retail Reference Exchange Rate for buying the relevant currency that applies on the day we receive the payment. You can find out our Retail Reference Exchange Rate by calling us on the number given in our contact details at the front of this booklet.
- (d) We may take our fees for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the fees that applied.

6. Payments out of your account (withdrawals)

6.1 General conditions about payments out of your account

- (a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
 - (i) if you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone or online banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality; and
 - (ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- (b) When you give us a payment instruction to transfer funds to another account (other than by cheque), you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK, and any other details we ask you for such as the name of the person you are sending the payments to, so we can make the payment. (If you give a payment instruction using Telephone Banking or online banking or mobile services, we will ask you to check and confirm your payment instruction). You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- (c) If we accept your instructions to make a payment on a future date, we will make the payment that day. If the payment falls on a non-working day we will make the payment on the next working day.
- (d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.

- (e) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.
- (f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
 - (i) the security of a card or your Security Details; or
 - (ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
 - (iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance we will tell you as soon as possible afterwards. As cards belong to us, we (or a person or other organisation acting for us, for example another bank operating a cash machine), may take or retain a card on our behalf if we stop or suspend your rights to use it. If we stop or suspend a card you must stop using it.

- (g) We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:
 - (i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
 - (ii) the payment instruction is not clear or you have not provided us with the correct details;
 - (iii) there is a legal requirement or a court or other authority that tells us to act in that way;
 - (iv) the payment seems unusual compared with the way you normally use your account;
 - (v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
 - (vi) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
 - (vii) any other reason set out separately in this agreement applies.
- (h) We may not be able to carry out a payment instruction if the organisation you are sending the payment to is not a member of the Faster Payments scheme.
- (i) For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which may mean we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
- (j) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment if you ask us to send funds from your account elsewhere. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.

- (k) If we prevent you from using your account or cards or refuse, or we are unable to make a payment under this agreement, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- (l) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing, or are unable to act on your payment instruction. We will do this at the earliest opportunity. If you are using a card to make a payment or withdrawal from a cash machine, the retailer or organisation which owns the cash machine will tell you that the payment has been refused.
- (m) You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- (n) We are not liable if a retailer or another organisation (or its cash machine) does not accept your card or card number.
- (o) We are not liable for failing to make a payment if the organisation you are sending the payment to is not a member of the Faster Payments scheme.

6.2 Payments (other than payments made by card and cheque)

- (a) If you ask us to make an immediate payment or a future dated payment (including a standing order to an account at another bank in the UK), the following applies:
 - (i) We will use the Faster Payments scheme if it is available and the organisation you are sending a payment to is a member of the scheme:
 - (1) An immediate payment can be made using the scheme 24-hours a day, seven days a week. We will take the payment from your account straightaway and the payment will normally reach the receiving account within two hours.
 - (2) Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.
- You can check with us when you make a payment whether the organisation you are sending the payment to is a member of the Faster Payments scheme.
- (ii) If we cannot make the Payment using the Faster Payments scheme you can contact us to ask if there is any other method available to make the payment.

International payments

- (b) If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than the next working day after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- (c) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.

- (d) We will use our Retail Reference Exchange Rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current Retail Reference Exchange Rate by calling us on the number set out in our contact details.
- (e) When you ask us to make an international payment, we will also tell you about any fees that may apply.
- (f) We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- (g) Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

Direct debits

- (h) If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- (i) We allow direct debit payments to be collected from your account on the date specified in the direct debit instruction or if not a working day, the next working day.
- (j) If you think there has been an incorrect direct debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who set it up. You should also contact them to let them know what you have done and why.

Cancelling or changing a payment

- (k) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.
- (l) If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any further payments, you must tell the business or organisation so that they can cancel the direct debit.

Banker's Drafts

- (m) We will allow you to carry out a withdrawal from your account by Banker's draft but we may refuse to provide a draft if the withdrawal is below a certain amount.

6.3 Card payments

- (a) If you use your card to withdraw cash or to make a payment, we will take the amount withdrawn, or paid, from your account on the working day we receive details of the withdrawal or payment.
- (b) If you use your card for a cash withdrawal or to make a payment in a currency other than sterling, we will convert the amount withdrawn, or paid, into sterling on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the Visa Reference

Exchange Rate and we will charge a foreign exchange fee of a percentage of the amount of the transaction. This percentage and other fees that apply are set out in the rates and fees leaflet applicable to your account. You can find out the exchange rate by telephoning the relevant number set out in our contact details, however, if you call before a transaction is added to or taken from your account, the rate we provide will only be indicative.

- (c) However, if you use your card to withdraw foreign currency from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion into that foreign currency. That bank will set the exchange rate and may charge you for the conversion.
- (d) We cannot cancel a payment made using a card once you have given your consent to make the payment to a retailer. You will need to contact the retailer separately. This includes payments made on a regular basis from your card account, such as magazine subscriptions. You will also need to tell the retailer if your account is closed or your card number changes otherwise they may not be able to collect your payments.
- (e) If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the retailer.

6.4 Refunds for payments

- (a) If you become aware of a transaction by way of automated payment or card transaction which has not been properly authorised or has been incorrectly executed on your account you must notify us by phoning us (see our contact details). This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date the transaction is debited to your account. If you do not notify us, you will not be entitled to a refund under this condition 6.4.
- (b) You may be entitled to claim a refund in relation to transactions undertaken by automated payment or card transaction where:
 - (i) a transaction was not authorised;
 - (ii) we are responsible for a transaction which was incorrectly executed and you notified us in accordance with condition 6.4 (a); or
 - (iii) a pre-authorised transaction did not specify the exact amount at the time of the authorisation and the amount charged by a supplier was more than you could reasonably have expected taking into account normal spending patterns on the account or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if you have consented to the transaction; the amount of the transaction was made available to you at least four weeks before the transaction date; or the request for a refund is made more than eight weeks after being debited from the account.

We will not be liable where we can prove that the payee's bank or building society is at fault.

- (c) In the case of a disputed transaction the burden of proving fraud or gross negligence will lie with us.
- (d) If you are eligible for a refund under this condition, we will reimburse you for any fees you have incurred as a result of the incorrect execution.

6.5 Cheque payments

- (a) When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which can be months later).
- (b) It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- (c) You may be able to stop a cheque (apart from a guaranteed cheque) that has not yet been paid in by calling us with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed.
- (d) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. You can instead use telephone banking or online banking to tell us to make a payment on a future date.
- (e) If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- (f) We may not accept a cheque for payment out of your account if it is more than six months old.
- (g) If we have given you a card with a cheque guarantee symbol on it, you may, until 30 June 2011, use it to guarantee our payment of cheques up to the amount stated on the card from your accounts. It only covers cheques issued in the UK, Channel Islands and Isle of Man. The Cheque Guarantee Card Scheme is being closed on 30 June 2011 and cheques written and dated after then will no longer be guaranteed by us, even if your card still displays a cheque guarantee symbol.
- (h) To guarantee payment of a cheque, you must sign and date the cheque in the presence of the person you are making the payment to (such as a retailer). They will check the card has not expired and they (not you) must write the card number on the back of the cheque.
- (i) A cheque guarantee card is to give an assurance to the person you are making the payment to that we will pay the cheque even if there are not available funds in your account to make the payment.
- (j) We may pay any cheque you have written which appears to be properly guaranteed, even if there are technical irregularities in how the card has been used or the cheque has been made out (for example, if it is not properly signed or dated). You cannot stop payment of a guaranteed cheque.
- (k) You must not write a guaranteed cheque more than once in a transaction or to obtain cash more than once a day. Otherwise, we may not pay the cheque.

7. Reward payments, interest and account fees

- 7.1 We give you details of our current interest rates (where applicable), reward payments (where applicable) and any fees for the normal running of your account (such as monthly account fees, fees for certain card payments, and overdraft fees) and charging dates (such as billing periods) in the rates and fees leaflet applicable to your account. You can also find them out by contacting us and on our website. We may change

our reward payments, interest rates, fees and charging dates under condition 12.

- 7.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
- 7.3 If you have an eligible account we will credit your account with a reward payment in respect of any month for which you meet the conditions relevant to that account.
- 7.4 The special or additional conditions will tell you when and how we pay interest or reward payments, if any, on your account. If the day interest or reward payments are due to be paid on an account is not a working day, we will pay them up to, and on, the next working day unless the special or additional conditions for your account state otherwise. We will calculate interest (if applicable) at the end of each working day and we will calculate reward payments (if applicable) at the end of each calendar month. You may not therefore be able to withdraw interest or reward payments until the following day. We pay compound interest if interest is credited to the same account (rather than to another account) as it becomes part of the account balance and counts towards the amount we pay interest on. Unless the special or additional conditions say otherwise, interest will be credited to your account. If you make a withdrawal from your account then we pay you interest on the amount of the withdrawal up to and including the day before it leaves your account, unless you make the withdrawal on a non working day. In this case we will continue to pay interest up to and including the day before the working day following your withdrawal, for example if you make a withdrawal on a Saturday we will pay interest on the amount withdrawn on the Saturday and the Sunday but not the Monday (provided the Monday is not a bank holiday).
- 7.5 Where we add reward payments to your account, we pay it "net" (after deduction of income tax currently 20%). You cannot register to receive this payment gross as a non-UK tax payer. If you have an interest bearing account, your interest will be paid either net or gross dependent on your personal circumstances. You may claim income tax back from HMRC if the amount of tax we have taken off is more than you have to pay. Interest will only be paid gross if you are registered with us as a non-tax payer. A separate registration form is required for each account you hold. Higher rate tax payers may have to pay additional tax themselves.
- 7.6 We will charge interest and daily fees at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.
- 7.7 We may take interest (if applicable), daily fees and other fees you owe us from the same account. We will tell you personally about overdraft, daily and other fees and interest you have to pay at least 14 days before we take them from your account.

8. Overdrafts

Planned overdrafts

- 8.1 If overdrafts are available on your account, you may formally request, and we may agree to provide, a planned overdraft which will allow you to borrow money from us up to a certain limit. You may make such a formal request by contacting us specifically to organise an overdraft or increase your overdraft limit.
- 8.2 If we agree to a planned overdraft, we will decide your overdraft limit and tell you what it is. We will also tell you when we will review it. At that time we will review your planned overdraft and decide whether or not to continue to provide it at the same limit, and inform you of our decision by letter. We may also change your planned overdraft if condition 8.3 applies.

- 8.3 We may change your overdraft limit at any time but we will usually only reduce your overdraft limit or withdraw your planned overdraft where:
- (a) you have failed to fund your account regularly;
 - (b) you are in breach of a condition relating to use of the overdraft;
 - (c) your circumstances have changed for the worse;
 - (d) we reasonably believe that the risks of lending to you have increased;
 - (e) we reasonably believe that the reduction or withdrawal of the overdraft facility is necessary to prevent you from incurring a debt which you will be unable to repay; or
 - (f) you have not regularly used the full amount of your planned overdraft facility within the last 12 months.
- 8.4 If, at the end of any day, your account is overdrawn within your overdraft limit, we will charge you interest or a daily fee that applies to planned overdrafts; please see the rates and fees leaflet applicable to your account.

8.5 We will tell you about interest or daily fees on your statements. Interest and any daily fees will be collected from your account between the last day of the following month and the first working day of the month after that. For example, if your statement is dated 5th January and you have gone overdrawn in December with a planned overdraft, your interest or daily fees for December will be shown on your January statement and deducted from your account between the last day of January and the first working day of February.

Unplanned overdrafts

- 8.6 If available on your account, you may also make an informal request for an overdraft by giving us an instruction to make a payment which, if we complied with it, would make your account exceed or further exceed its overdraft limit or, if you have no planned overdraft, cause your account to be overdrawn or further overdrawn. An overdraft which has not been planned with us in advance is called an unplanned overdraft.
- 8.7 Whenever you make an informal request for an overdraft, we will consider it and decide whether or not to comply with it. We do not have to comply with any such request, unless we have guaranteed to a third party that we would make the payment requested.
- 8.8 If, on considering an informal request for an overdraft, we decide not to make the payment, we will inform you of our decision by letter.
- 8.9 If, at the end of any day, your account is over your overdraft limit, or, if you do not have a planned overdraft, is overdrawn, we will charge you interest, the daily fee or other fees that apply to unplanned overdrafts; please see the rates and fees leaflet applicable to your account. If you make a payment on a Saturday which takes you overdrawn or over your planned overdraft limit, it will be shown on your account that day and you will be charged daily fees from that day even though the payment is not taken from your account until Monday.
- 8.10 If we grant your request for an unplanned overdraft, we will write to you on the next working day following the first day your account goes into an unplanned overdraft and, if you have a Reward Current Account, Ultimate Reward Current Account, or Current Account, as long as your account remains in an unplanned overdraft, we will write to you approximately every seven days. We will also tell you about interest, any daily fees or other fees for

unplanned overdrafts on your statements. Interest and fees will be collected from your account between the last day of the following month and the first working day of the month after that. For example, if your statement is dated 5th January and you have gone overdrawn in December with an unplanned overdraft, interest or daily fees for December will be shown on your January statement and deducted from your account between the last day of January and the first working day of February.

All overdrafts

- 8.11 The current interest rates, daily fees and other fees for overdrafts are set out in the rates and fees leaflet applicable to your account.
- 8.12 If we have:
- (a) asked you to pay any money you owe us on your account; or
 - (b) 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 any interest or daily fees on your overdraft.
- 8.13 At any time we may require you to pay us the whole or part of any overdraft, interest and fees which you owe on your account.
- 8.14 If your account is closed, we will work out interest or daily fees 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 which has not yet been applied to your account. You will also have to pay any overdraft which you owe us.
- 8.15 If you do require an overdraft or an increase to a planned overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have a planned overdraft rather than an unplanned overdraft.

9. Benefits packages included with certain accounts

- 9.1 We may offer different benefits packages (covering various insurance or other benefits) with different types of accounts covered by this agreement. We will tell you the benefits packages which are available to you when you apply for an account. These benefits may be provided by selected third party suppliers. Further details of those suppliers and the conditions for the benefits packages (including fees for the account and any cancellation rights) are set out in the relevant additional conditions.
- 9.2 If insurance is included with your account, any money we receive from you or from the insurer in relation to such insurance will be held by us in our capacity as a bank authorised by the FSA and not on trust for you (or as your agent if in Scotland). Such money will not be held in accordance with the FSA's client money rules and once paid into your account is treated like any other funds held in your account. We hold any insurance premiums we collect on behalf of the insurer.

Part C – General

10. Joint customers

- 10.1 If two or more of you are party to this agreement, the following terms apply:
- (a) We can accept the instructions or signature of either or any one of you. For example, either or any one may make a withdrawal or close your account. If you have a joint account and you tell us that you only want us to accept instructions from both, all or a set number of you (and not just from one of you) both or all of you must contact 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.
 - (b) Any one of you can replace an account or service with another account or service covered by these general conditions on behalf of all of you.
 - (c) If 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 under condition 14. We will not take the money from an account which, according to our records, you are holding on behalf of someone else (for example, as trustee or executor).
 - (d) Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.
 - (e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate account statements if you live at different addresses. We can act on information about you which any of you gives us.
 - (f) If one of you asks us to set up a planned overdraft on the account, we can provide that person with pre-contractual information but do not need to provide it to all of you.
 - (g) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
 - (h) If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended. If you have a joint account and you tell us that you only want us to accept instructions from both of you (and not just one of you), for example because there is a dispute you cannot resolve, both of you must first return your cards, cheque books and any other items we have provided 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 one name.
 - (i) When this agreement ends (or your account is closed) we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.

- (j) If any of you die, we can, but are not bound to, continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all money from the accounts and provide instructions relating to any services or benefits associated with the accounts.

11. Authorising others to operate your accounts

- 11.1 We will only accept authorisation, or any other instructions on your account, from:
- (a) you;
 - (b) anyone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt);
 - (c) 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.
- 11.2 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

12. Changes to our interest rates, reward payments, fees and conditions

The changes we can make

- 12.1 We can only make changes to these conditions, the special conditions and additional conditions as set out in this condition 12.
- 12.2 Where we refer to “changes” in this condition we mean changes we know will happen, changes which have already taken place and changes we reasonably believe will happen provided that it would be fair for us to make the change for this reason (for example because of a forthcoming regulatory change).
- 12.3 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.

Changes to interest rates

- 12.4 If you have an account that pays interest at a variable rate which is linked to a “reference rate” (which we call a “tracker account”), the additional conditions for your account will explain how the interest rates automatically track any changes in the reference rate. (A “reference rate” is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England bank rate is an example of a reference interest rate.)
- 12.5 For accounts other than tracker accounts, we can change interest rates as provided in this condition 12 to respond proportionately to a change or changes in:
- (a) Bank of England bank rate;
 - (b) any money market rate we use to determine the rates we can offer our retail bank account customers; or
 - (c) the costs to us of offering retail bank accounts to our customers; or
 - (d) if relevant to our interest rates “regulatory requirements”. (A “regulatory requirement” is any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.)

- 12.6 For accounts other than tracker accounts, we can also change interest rates as provided in this condition 12 if it is reasonable to make the change:
- because of changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products; or
 - 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; 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.
- 12.7 We can also change the interest rate for accounts other than tracker accounts under conditions 12.18 or 12.19.
- 12.8 We can make the following changes to your interest rate without giving you notice in advance either:
- where the change is favourable to you; or
 - where you have a tracker account and the change is to track any changes in the reference rate in line with the conditions for your account.
- We will notify you of such changes either by putting a notice in at least three national daily newspapers and in our branches, or by writing to you.
- 12.9 Except where condition 12.8 applies, we will give you written notice of any changes made under conditions 12.5 to 12.7 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- Changes to conditions and reward payments**
- 12.10 We can change these conditions, the special conditions, the conditions relating to reward payments and additional conditions:
- to respond proportionately to changes in regulatory requirements; and
 - to make improvements which are of benefit to you.
- 12.11 We can also change these conditions, the special conditions, the conditions relating to reward payments and additional conditions if it is reasonable to make the change:
- because of changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products or services;
 - because of changes in the services and facilities on your account (including changes due to developments in the technology we use, or for reasons outside our control);
 - because:
 - we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
 - 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; 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.
 - because the service 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; or
 - to reflect changes in technology or security design.
- 12.12 We can also change the conditions, the special conditions, the conditions relating to reward payments and additional conditions for all accounts under condition 12.19.
- 12.13 We will give you written notice of changes we make under conditions 12.10 to 12.12 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- Changes to fees**
- 12.14 We can change the amounts we charge you, charge new or different fees, and change the way you have to pay fees because the change will be of benefit to you or to respond proportionately to changes in:
- the costs of providing the service or facilities available on your account, including any changes caused by inflation; or
 - regulatory requirements.
- 12.15 We can also change the fees for the normal running of your account under conditions 12.18 or 12.19.
- 12.16 We will give you written notice of changes we make under conditions 12.14 or 12.15 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- 12.17 We may offer special services on your account. We will notify you of the fees for these services at the time you ask to use them. We are free to change these fees at any time, and do not need to tell you of the change.
- Changes for reasons not set out in these conditions**
- 12.18 We can also change the interest rate or fees we charge you, or introduce new or different fees for any valid reason not specified in this condition 12, as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.
- 12.19 We can make any changes to these conditions, the special conditions, the conditions relating to reward payments, and additional conditions (including the interest rate, the margin on a tracker product or the fees we charge you, or the introduction of new or different fees) for any other reason as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.
- 13. General liability**
- 13.1 If we break this agreement:
- we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network,

mechanical breakdown or data-processing failures; and

- (b) as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).

13.2 You will be liable up to £50 for any payment instruction you did not give yourself unless we can prove either:

- (a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- (b) that you have been grossly negligent with your card or Security Details (or allowed someone else to use your card or Security Details) in which case you will be liable for all withdrawals or payments made before you tell us that your card or Security Details have been lost, stolen or could be misused.

In some cases, you will not have any liability for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your card or Security Details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet.

If you are not liable for a payment, we will refund the amount of the payment (less the amount you are liable for, if any) and any fees or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.

13.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

14. Using money between accounts (set-off)

14.1 If any money you owe us (for example on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.

14.2 We can use our set-off right, where you have accounts which are only in your name. We can also use our set-off right where you have accounts which you hold with another person (X), and you and the other person together owe us money (for example on a joint loan, mortgage or overdraft), as shown below.

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You and X

14.3 Unless this is not permitted by our regulator or other similar body, we can use our set-off right, where you have accounts which you hold with another person (X) and either you or the other person owe us money individually as shown below.

Money in account for:	Set-off against money owed by:
You and X	X
You and X	You

14.4 We can use money you have in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

14.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

15. Ending this agreement or an account or service

15.1 This agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account or service, the amount you pay will be limited to the period we provide that account or service.

15.2 You may end this agreement, or an account or other service under it, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. You will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within six months of opening it.

15.3 We may end this agreement (or any account or service under it) by writing to you and giving you two months' notice.

15.4 We may close or suspend an account or stop providing a service if:

- (a) you are not eligible (or no longer eligible) for an account or service; or
- (b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account or service at any time but we may need to check your identity before we do so.

15.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us we can help you do this.

15.6 If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.

15.7 When you or we end this agreement, any benefit, service or account we provide under it will end and you must on our request:

- (a) repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;
- (b) pay any fees and interest that you owe us (if you cancel, these will be the fees and interest applying to the period before the agreement is cancelled); and
- (c) if we ask you to do so, return anything that belongs to us or that we have given you, such as any cards and unused cheques (cutting them up before sending them).

If you or we end a service (but not the whole agreement), you must take these steps as they apply to that service alone.

15.8 When your account is closed, you are responsible for cancelling any direct payments (such as direct debits, standing orders, if these are available on your account and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.

- 15.9 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 15.10 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 15.7 or, if you have broken this agreement, any loss of ours as a result.
- 15.11 In the event of your death, we may need to see a grant of probate, certificate of confirmation or equivalent grant of representation before releasing money in your account to your personal representatives.
- 16. Transferring rights and obligations**
- You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.
- 17. Not enforcing this agreement**
- We may not always strictly enforce our rights under this agreement, for example we may allow you more time to pay what you owe. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.
- 18. Law applying to this agreement**
- 18.1 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
- 18.2 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 18.3 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 18.4 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

Important points to note

How to complain

Our promise is to do our best to resolve any problem you have immediately. Where we can't, we'll ensure you know who is dealing with your complaint. To complain:

Visit a branch and speak to any member of the team.

Call our Telephone Banking Service on **08457 25 35 19**. (Textphone **08457 32 34 36**, if you have a hearing impairment.)

Write to us at Halifax, PO Box 548, Leeds LS1 1WL.

If you're still not happy and we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service to look at your complaint - provided you have tried to resolve the matter directly with us first. We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

How we are regulated

- We lend money and offer savings, insurance and other financial services to our customers.
- We are authorised and regulated by the Financial Services Authority ("FSA") for these services except lending, and licensed and regulated by the Office of Fair Trading ("OFT"), for lending services.
- We are also a member of the British Bankers' Association. Please see www.bba.org.uk to find out more.
- Our OFT licence number is 593292. You can call the OFT on 020 7211 8608 to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from www.lendingstandardsboard.org.uk
- Our FSA Register number is 169628. To find out more about us, see the FSA Register: www.fsa.gov.uk/register or call the FSA on 0300 500 5000.
- Our company details are Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
- To find out more about our companies, see the Registrar's website, www.companieshouse.co.uk or call the Registrar on 0870 33 33 636.
- Our VAT number is 244 1555 76.

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7741 4100 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midlands (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, St James's Place Bank and St James's Place Private Bank. Some savings accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in accounts under all of these names.

If you are unsure whether your account is held with Bank of Scotland plc please check your account literature.

Advertising

- We are regulated by the Office of Communications ("Ofcom"). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, www.ofcom.org.uk telephone 020 7981 3040, textphone/fax 020 7981 3043.
- We follow advertising codes regulated by the Advertising Standards Authority ("ASA").
- If you would like to complain to the ASA about any of our advertising, you can do so through their website, www.asa.org.uk
- If you would like to find out more about the advertising codes or the ASA, please see www.asa.org.uk, call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at enquiries@asa.org.uk fax them on 020 7242 3696 or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

Withdrawals

We want to make sure that you, and only you, take money from your account. So before you withdraw a large amount at one of our branches we'll ask you for proof of your identity (ID). You can provide any of the following: DVLA driving licence, passport or credit / debit card (another one from Halifax, Bank of Scotland or from a different provider). Please remember to bring your ID with you. In most cases this will be enough to prove who you are and help keep your money safe.

Other information

- We will communicate with you in English.
- Our fees will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
- For more information visit us at www.halifax.co.uk or go to any Halifax branch.
- We will keep a copy of this agreement, which will be available from our website or on request.

Please contact any Halifax branch if you'd like this in Braille, large print or on audio.

You can contact us using RNID Ttypetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Ttypetalk, please tell us when you call.

REWARD PAYMENTS, INTEREST AND ACCOUNT FEES

This leaflet explains the current interest rates, reward payments and account fees. Please keep it in a safe place so you can read it when you need to.

What can I do to keep overdraft fees as low as possible?

- **Repay any overdraft as soon as you can.**
- **Ask us about arranging an overdraft (if your account allows you to have one) as our fees are lower for planned overdrafts than unplanned.**
- **Check your available balance** on the internet, by phone or through a cash machine to make sure you've enough money in your account to pay everything due. The money in your account must be available to withdraw – for example, you must wait for any cheques you've paid into your account to be available.
- **Keep a record of any cheques you write and when they have been paid**, so that you know how much money is left in your account. Someone can pay a cheque into their account up to six months after you've written it.
- **Check your statements** and make a list of the dates of your direct debits, standing orders and other regular payments – for example, mortgage, loan or rent.
- **If a direct debit payment** is due at a difficult time in the month for you – for example, just before you get paid – contact the company and ask them if they'll collect it at a more convenient time.
- **If you have fees to pay**, remember to include them in your budget.
- **If you have an Ultimate Reward Current Account, Reward Current Account or Current Account and go into overdraft in the course of a day**, make sure you repay your overdraft by the end of the day to avoid paying the daily fee for that day.

Keep an eye on your balance and keep your overdraft fees as low as possible.

Direct debits, standing orders, cheques and debit cards all make life easier. Making sure you've enough money in your account to cover these payments will help you to keep overdraft fees as low as possible.

If you bank online with us, you can transfer money from other accounts up to midnight to avoid daily fees or debit interest for that day. For other amounts you pay into your account – for example, cheques or payments made at a cash machine – you'll need to allow time for the money to reach your account. For cheques this can take several days.

It's easy to check your account balance. You can do it 24 hours a day online, by phone or from a cash machine. Or call into one of our branches during normal working hours.

If you have money in your bank account (a credit balance), or pay in £1,000 or more each calendar month, we may pay either credit interest or a reward payment depending on the type of account you have.

Reward payments

If you have an Ultimate Reward Current Account or Reward Current Account and pay in £1,000 or more each calendar month, you will receive a reward payment.

Account	If you...	Amount of reward payment
Ultimate Reward Current Account or Reward Current Account	pay in £1,000 or more during any calendar month, you'll receive one reward payment the following calendar month.	£5. This payment is 'net' of income tax, which means we pay it after taking off income tax at the rate set by law (currently 20%). If you're a higher-rate taxpayer, you may have to pay extra income tax on the reward payment. (The gross amount is £6.25. This is the amount before income tax is taken off.)
	don't pay in £1,000 in any calendar month, you won't receive any reward payment for that calendar month.	None

The £5 reward payment will be paid into your account before the 10th of each calendar month.

Interest we pay on credit balances

If you have a Student Current Account, Cardcash account (account holders aged 16 and 17 only) or Expresscash account, we will pay you interest on the money in your account.

	Interest paid on credit balances		
	AER %	Gross (before tax each year) %	Net (after tax each year) %
Student Current Account	0.10	0.10	0.08
Cardcash account	1.51	1.50	1.20
Expresscash account	1.51	1.50	1.20

AER stands for annual equivalent rate and shows what the interest rate would be if interest were paid and compounded each year. (In other words, you earn interest on the money you leave in your account).

The gross rate is the rate of interest we pay before we take income tax at the rate set by law. The net rate is the interest rate we pay after tax (currently 20%).

We will pay interest to your account between the last day of the month and the first working day of the month after that. Interest is paid on the full amount in your account.

All interest rates are variable.

Account fees

Overdrafts

Depending on the type of account you have, we will either charge you debit interest or a daily fee for using an overdraft.

To get a planned overdraft, you must pay your salary or other regular amount into your account.

The amount we charge you for using an overdraft will depend on whether you use a planned or unplanned overdraft.

Monthly billing periods

We calculate the amount you pay in overdraft fees (including any returned item fees) using monthly billing periods. This applies to all accounts and means we divide the year into monthly billing periods that differ from calendar months as they start **on the day after the first working day of the month**. The last day of a monthly billing period is the first working day of the following month.

You'll only ever pay one set of overdraft fees per monthly billing period.

We'll give you at least 14 days' notice before we take any fees or interest out of your account.

The table below provides examples of how monthly billing periods work:

First day of monthly billing period	Last day of monthly billing period	Date we take the fees from your account
2nd April 2011	3rd May 2011	1st June 2011
4th May 2011	1st June 2011	1st July 2011
2nd June 2011	1st July 2011	1st August 2011

In the above example, April's monthly billing period starts on 2nd April because it's the day after April's first working day. The monthly billing period ends on 3rd May as this is the first working day of the following month. We give you at least 14 days' notice before we take any fees from your account. We take the fees on 1st June.

In May, the 1st is a Sunday and the 2nd is a bank holiday. As the 3rd is the first working day, the monthly billing period starts on the 4th. The monthly billing period ends on 1st June as this is the first working day of the following month. We give you at least 14 days' notice before we take any fees from your account. We take the fees on 1st July.

Ultimate Reward Current Account, Reward Current Account and Current Account daily overdraft fees

If you have a Reward Current Account, Ultimate Reward Current Account or Current Account, we will calculate any daily fees that apply to your use of an overdraft in each monthly billing period.

Account	Planned overdrafts		Unplanned overdrafts	
	Amount of overdraft	Daily fee	Amount of overdraft	Daily fee
Current Account or Reward Current Account	Up to and including £2,500	£1	All balances	£5
	Over £2,500	£2		
Ultimate Reward Current Account	Up to and including £300	fee free	All balances	£5
	From £300.01 to £2,500	£1		
	Over £2,500	£2		

Representative example

If you use a planned overdraft of **£1,200**, then we'll charge you **£1 a day** when you use it.

If you have a planned or unplanned overdraft, your statement will show the amount of fees we'll take from your account.

If you have to pay fees for any unplanned overdraft, we'll also tell you about these by sending you a letter. We'll send you regular reminders if you continue to use an unplanned overdraft.

Student Current Account, Cardcash and Easycash debit interest

	Variable interest charged on overdrawn balances		
	Amount of planned overdraft	Planned overdraft rate	Unplanned overdraft rate
Student Current Account	£3,000 or less	Interest free (0% EAR)	1.82% a month (24.2% EAR)
	Over £3,000	0.58% a month (7.2% EAR)	1.82% a month (24.2% EAR)
Cardcash	n/a	n/a	2.20% a month (29.8% EAR)
Easycash	n/a	n/a	2.20% a month (29.8% EAR)

Representative example

So, if you use a planned overdraft of **£1,200** the interest rate we charge will be **0% EAR** variable.

For planned Student Current Account overdrafts of more than £3,000 we will charge interest at the planned rate on the whole of the overdraft.

EAR is the equivalent annual rate. This is the actual annual interest rate for an overdraft. It doesn't take into account fees and charges.

There is no debit interest to pay if you are aged under 18.

Fees for Student Current Account, Cardcash and Easycash

Type of transaction	Description	Fee
Returned item fee	A fee we charge where you do not have enough available money to make a payment and we do not agree to give you or extend an unplanned overdraft. In this case we will not make the payment.	£10 (Charged no more than 3 times a day on Cardcash and Easycash accounts and no more than once a day on Student Current Accounts)
Unplanned overdraft monthly fee	A fee we charge for every month in which you at any time have an unplanned overdraft.	£28 (Student Current Accounts only)

We will not charge Returned items fees if you are aged under 18.

If we have a valid reason, we can choose not to charge a fee that you would otherwise have to pay.

Ultimate Reward Current Account monthly fee

If you have an Ultimate Reward Current Account, there is a monthly account fee of £15 which we take from your account on the first working day of the month. If you open a new account after the first working day of the month, that account fee will be proportionate and taken on the first working day of the following month.

Fees for special services

The section below outlines the fees we can take from all accounts in different circumstances. When you request a special service, you will be told when we will take the fee out of your account.

Fees for special services		
	Stopped cheque (except for lost or stolen cheques)	£10
	Special presentation of cheque	£10
	Banker's draft	£20*
	Bank reference	£10*
	Extra statement	£5
	CHAPS (Clearing House Automated Payment System) payment	£25
	Foreign drafts, foreign currency, traveller's cheques and transferring funds electronically abroad	Please ask for details

*We do not charge these fees if you are aged under 18.

International payments into your account

International payments into your account for £100 or less (after we've converted the money received into your account into sterling)	£2
International payments into your account over £100 (after we've converted the money received into your account into sterling)	£7

We'll convert the money you've received into pounds sterling on the day we pay it into your account.

Fee-free period

If you're a new customer and say on your application form that you're transferring your main current account to a Reward Current Account, Ultimate Reward Current Account or Current Account, you won't pay any daily planned overdraft fees for three months after opening the account. You'll still pay cash machine charges and fees for special services.

Using cash machines

If you take money from your account using any Halifax or Bank of Scotland cash machine, we won't charge you for the withdrawal.

However, if you use a cash machine that isn't a Halifax or Bank of Scotland cash machine, you may be charged by the machine owner. If so, the machine will show you the amount and tell you that it will be taken from your account when you withdraw the cash.

Buying goods and services in a foreign currency

If you use your debit card to withdraw cash or pay for goods and services in a currency other than sterling, the exchange rate we use will be the Visa Reference Exchange Rate. We will charge a foreign exchange fee of 2.75% of the amount of the transaction and a £1.50 fee for each payment or withdrawal.

Bank fees

You may have to pay bank fees if:

- you do not have enough money in your account and have not agreed a planned overdraft with us, **or**
- the payment takes you over the limit of your planned overdraft.

The table below gives some examples of how you might use your account when you haven't enough money in the account, and our fees if you do so.

We developed these examples with the Office of Fair Trading and leading consumer groups to help you to think about how changing the way you use your account can affect the amount we may charge you.

These examples are meant to show how different actions can result in different fees. They are only examples so you shouldn't see them as actions you might take or fees you might have to pay.

We may not allow you to use your account in the ways shown below. You should avoid going overdrawn wherever possible and you should contact us if you need help to manage your account.

We could add other fees and interest to your account if you try to make payments when you do not have enough money.

Choose an example below which shows how you might manage your account. If you have recent bank statements, use these to help you choose. Once you have worked out reasons why you might be charged, it could help you to avoid fees in future.

Scenarios

	Reasons that you might be charged	Student Current Account	Cardcash account	Reward Current Account	Current Account	Ultimate Reward Current Account	Easycash
1	We refuse a payment from your account because there is not enough money in your account.	£10*	£10*	Nil	Nil	Nil	£10*
2	A payment from your account takes you into an unplanned overdraft by less than £10. You are overdrawn for one day during the month.	£28*	Nil	Nil	Nil	Nil	Nil
3	A payment from your account takes you into an unplanned overdraft and you make another payment from the account while you are overdrawn. You use an unplanned overdraft for two days in a row during the month.	£28*	Nil	£10*	£10*	£10*	Nil
4	A payment from your account takes you into an unplanned overdraft, and you make nine more payments from the account while you are overdrawn. You use an unplanned overdraft for 10 days in a row during the month.	£28*	Nil	£50*	£50*	£50*	Nil
5	A payment from your account takes you into an unplanned overdraft. You use your overdraft for one day. However, on three more occasions during the month, a payment takes you into an unplanned overdraft. On each of these occasions you use your overdraft for three days.	£28*	Nil	£50*	£50*	£50*	Nil
6	A payment from your account takes you into an unplanned overdraft. You use your overdraft for 21 days in a row during the month and you make 12 more payments from the account while you are overdrawn.	£28*	Nil	£105*	£105*	£105*	Nil

*Please refer to the account fees table on [PAGE 33-34](#)

OUR CONTACT DETAILS

It's easy to get in touch

If...	Then call...
<p>your debit card or cheque book is lost or stolen.</p> <p>We'll cancel the debit card or cheque book and send you a replacement. We don't make our usual charge for stopping cheques for this service.</p>	<p>08457 20 30 99 immediately</p>
<p>you damage your cheque book.</p> <p>You can cancel your existing book and arrange for a replacement.</p> <p>For Cardcash accounts</p>	<p>08457 20 30 40</p> <p>08458 50 55 25</p>
<p>you've forgotten your PIN.</p> <p>We'll then order you a replacement PIN once we've confirmed your identity. You'll need to unlock or change this PIN at any Halifax cash machine by selecting 'PIN services' before you can use it.</p> <p>For Easycash accounts and Cardcash accounts</p>	<p>08457 20 30 40</p> <p>08458 50 55 25</p>
<p>you're worried that someone knows your online or telephone banking security details or you need any further help.</p>	<p>08456 02 00 00 for online banking 08457 20 30 40 for telephone banking</p>
<p>you're worried that an automated payment or card transaction on your account hasn't been properly authorised by you, or has been incorrectly executed on your account you must notify us.</p> <p>For Easycash accounts and Cardcash accounts</p>	<p>08457 20 30 40</p> <p>08458 50 55 25</p>
<p>you'd like to find out the indicative currency exchange rate before completing a debit card transaction in a foreign currency.</p> <p>For Easycash accounts and Cardcash accounts</p>	<p>08457 20 30 40 (+44 (0) 113 242 22 29 from overseas)</p> <p>08458 50 55 25</p>
<p>you've any general enquiries about your account, including additional information about the transactions on your account.</p> <p>For Easycash accounts and Cardcash accounts</p>	<p>08457 20 30 40</p> <p>08458 50 55 25</p>

All telephone lines are open 24 hours a day.
Calls may be monitored and recorded.

HOW ELSE CAN WE HELP?

Visit us

Drop in to any of our branches or visit www.halifax.co.uk/cardcash if you'd like to find out more about your Cardcash account or visit www.halifax.co.uk/expresscash to find out more about your Expresscash account.

We're just a call away

For details of the important numbers you may need to contact us on, please see **PAGE 37**

Calls may be monitored and recorded.

Do you need extra help?

We want to help our customers in any way we can. If you have a hearing or speech impairment you can use Text Relay (previously Tynetalk) or Textphone on **08457 32 34 36** (lines are open seven days a week 9am-5pm).

We can provide brochures and other documents in large print, Braille, CD and audio tape. Please ask a member of staff if you'd like individual pieces of literature in any other formats or would like to know more.



Clarity approved by independent experts at Plain Language Commission
Applies only to pages 1-13 and this page