

# Easycash & Cardcash Account.

Terms and conditions.


Applies from 1st June 2020.



### This booklet contains:

- information about how to contact us and how we will contact you;
- an explanation of what makes up our agreement with you for personal banking and related services;
- our terms and conditions, divided into sections. To help you find what you need, we list the main points of each section under 'What's in this booklet?'

### Please:

- read this booklet carefully and keep it for future reference;
- ask us if you have any questions, using the contact details we provide;
- note that the examples (shown by ) in this document help to explain our terms but don't form part of the conditions.

For information about your statutory rights, please contact your local Trading Standards Department or Citizen's Advice Bureau.

### How to contact us.

<b>To tell us:</b> <ul style="list-style-type: none"><li>• about a change of contact details</li><li>• you've forgotten your PIN</li><li>• your cheque book has been lost or damaged</li><li>• you didn't authorise a payment</li><li>• you think we have not made a payment correctly</li><li>• you think someone knows your security details</li><li>• you want to know our current standard exchange rates</li><li>• about anything else...</li></ul>	<b>Call</b> <b>0345 720 3040</b> 24/7 automated service. Advisers available 7am to 11pm. <b>Textphone</b> <b>0345 732 3436</b> if you find hearing or speaking difficult. <b>Visit</b> one of our branches <b>Write</b> to us at Halifax, PO Box 548, Leeds LS1 1WU.
<b>To report a lost or stolen device (including debit card) or damaged debit card...</b>	<b>Call</b> <b>0800 015 1515</b> (UK) +44 (0) 113 242 8196 (from abroad) <b>Visit</b> one of our branches
<b>To make a complaint...</b>	See Section N 'Other important terms'

If you are registered for Online Banking or you use our Mobile Banking app, you can use it to report a lost or stolen device/debit card, request a replacement debit card or a new PIN.

In Scotland, you can also contact us and give instructions for most day-to-day banking at Bank of Scotland.

We strongly recommend you do not use email to give us confidential information or instructions.

Not all services are available through Telephone Banking 24 hours a day, seven days a week. Please ask an adviser for more information.

You can usually use our Telephone, Online and Mobile Banking services and cash machines at all times but occasionally repairs and maintenance may mean a service isn't available for a short time.

Our accounts are not designed for postal use. If you contact us by post your letter will go to a central unit before being sent to the correct area, and this will add at least 1 working day to our usual timescales.

## How we can contact you.

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat. We never ask for details about your account, devices, security details or any confidential information by email. So please do not reply to an email asking for this information.

---

### Meaning of words we've used

card	Any debit or other payment card – or card details – that can be used to make a payment using a payment scheme such as Visa.
electronic or electronically	Any form of message made by any type of telecommunication, digital or IT device – including the internet, mobile banking application, email and SMS.

---

You must tell us if your name or contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

## Recording calls

We may listen in to or record phone calls to:

- check we have carried out your instructions correctly and are meeting our regulatory obligations;
- help detect or prevent fraud or other crimes; and
- improve our service.

## What's in this booklet?

Here is a list of the sections in this document, to help you find what's important to you more easily.

Topic	Read more about this
Our agreement with you	Section A
Special conditions	Section B
Checks, account security and keeping you informed	Section C
Making and receiving payments	Section D
How long will your payment take?	Section E
How we calculate interest and account fees	Section F
Overdrafts	Section G
How and when we can make changes to this agreement	Section H
How we manage joint accounts	Section I
Can someone else operate your account?	Section J
Who is responsible for any loss?	Section K
Using money between accounts (set-off)	Section L
Ending this agreement or an account, benefit or service or suspending a benefit or service	Section M
Other important terms	Section N
Additional important information	Section O
Interest and account fees	Section P

# Section A – Our agreement with you.

Our agreement with you is made up of:

- the 'general conditions' and the 'special conditions' in this booklet. The 'general conditions', are the main terms for your bank account and for our overall relationship with you for personal banking services. The 'special conditions' are the product-specific terms for your chosen bank account; and
- the 'additional conditions'. These are the details of interest rates, charges and other terms that apply to a specific account or service that are not set out in the general conditions or special conditions. We give these to you when speaking to you or in documents such as our application forms, letters or leaflets (such as an account's 'Getting started guide'), on our website and in our 'Interest and account fees' information found in Section P.



Additional conditions include things like how to qualify for a particular account, service, rate or benefit.

If an additional condition or special condition conflicts with a general condition, the additional or special condition applies.

Without our consent, you must not open or use a personal account to hold money for someone else (including as a trustee or personal representative) or for the purpose of a business, club, charity or other organisation. We have different agreements for customers who are not personal customers.

You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account.

When someone is making a payment into your account and is checking with us if your name matches your other account details, we will give information about you and your account to them. This information can include:

- (i) your name;
- (ii) the type of account you hold – personal or business;
- (iii) if your account has switched to another bank.

For more information on how we can use your data, please see our privacy notice (including the 'Your Rights' section). This is available at [www.halifax.co.uk/securityandprivacy/privacy-explained/data-privacy-notice](http://www.halifax.co.uk/securityandprivacy/privacy-explained/data-privacy-notice) as a leaflet in branch or by asking us.

## Meaning of words we've used

account	Any account you hold with us that is covered by this agreement.
Lloyds Banking Group	This includes us and a number of other companies using the Halifax, Bank of Scotland and Lloyds Bank brands and their associated companies. You can find more information on the Lloyds Banking Group at <a href="http://www.lloydsbankinggroup.com">www.lloydsbankinggroup.com</a>
we, us, our	Bank of Scotland plc. Halifax is a division of Bank of Scotland.

We explain the meaning of some other words at the start of each section of this booklet.

## Section B – Special conditions.

In this section we explain the specific conditions and product features that apply to our different bank accounts.

Opening times and services may vary depending on the type of branch you use. Not all our services are available everywhere, or at all times. For example, some branches are open without offering counter services in the evenings or weekends, and some branches are Counter-free, mainly giving self-service access to your accounts. Please check available services, times and any transaction limits with the branch you want to use.

### 1. Who is eligible to apply for our bank accounts?

We have age restrictions on our accounts.

Account name	Age
Easycash	16 or over
Cardcash	16 or over

### 2. How many accounts can I have?

There are limits on the number of accounts you can have and what you can then do.

Account name	Number of accounts	Can they be sole or joint accounts?	Can either of you sign and give account instructions on behalf of the other?
Easycash – if you are aged 16 or 17	1	It can only be in your name	n/a
Cardcash			
Easycash – if you are aged 18 or over	Up to 2	One account must be in your sole name and one in joint names	Yes

### 3. How much cash can I take out each day?

- 3.1 You can take money out from our branches with counters or from Halifax, Bank of Scotland or other cash machines or any Post Office®, but there may be limits to the maximum amounts you can have every day.

Cash machine	Limits at branches with a counter	Post Office
£500	£2,500	£300

Any cash you withdraw from either a cash machine or Post Office will count towards the daily limit. For example, if you withdraw £100 from a cash machine, you would only be able to withdraw up to £200 from a Post Office that day.

At Counter-free branches you can only take out cash (notes only) using one of the cash machines. You cannot withdraw coins at our Counter-free branches. If you use a Bank of Scotland Mobile Branch, you will usually be able to withdraw up to £500 a day in cash, or up to £1,500 if pre-ordered 48 hours before.

- 3.2 If you want to withdraw more than £2,500 a day from a branch but it doesn't hold enough cash for you, you will need to give it at least 24 hours' advance notice.
- 3.3 You can make balance enquiries at any Post Office.

### 4. Where can I find details of how much interest I get or of fees and charges for my account?

In Section P, you can find details of the different interest rates paid on accounts, as well as the criteria for paying any arranged overdraft interest charges or account fees. We also display this information on our website and you can ask for details at any time by telephone or in any branch.

### 5. What other special conditions apply to my account?

On some of our accounts, additional special conditions apply. These are below.

#### Easycash

Cheque books and arranged overdrafts are not available.

#### Cardcash

Cheque books and arranged overdrafts are not available.

In the following sections we set out the general conditions for your bank account.

## Section C – Checks, account security and keeping you informed

We need to make sure that only you can access your accounts and having your up to date telephone numbers will help us to achieve this. This section explains what you and we both need to do to protect your information and accounts. It also covers the information we will give you about your account.

### Meaning of words we've used

device	Anything such as a card, electronic wallet, smartphone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
security details	Details or security procedures you must follow or use to give an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).

### 1. How do we know we are dealing with you?

- 1.1 We will assume we are dealing with you and will provide information about your accounts and services and act on instructions (without further confirmation) if we have checked your identity, for example in one of the following ways or in any other way we may introduce:

Method of instructing us	Check
In person in a branch	Evidence of identity (such as a passport) or use of a device with security details
By cheque or in writing	Your signature
Telephone, Online or Mobile Banking or using a device	Use of your security details
Contactless	Use of a device

### 2. How do you and we keep your account secure?

- 2.1 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 2.2 You must:
- follow instructions we give you, which we reasonably consider are needed to protect your accounts from unauthorised access;
  - not let anyone (even someone sharing a joint account with you) use your device or security details;
  - not let anyone give instructions or access information on your accounts unless they have a separate arrangement with us or you have authorised them to operate your account for you;
  - if there is a signature strip on a card we give you, sign the card as soon as you receive it;

- keep your device secure and protect it from damage; and
- do all you reasonably can to prevent anyone else finding out your security details and keep your contact details, including telephone numbers, up to date.



You should:

- carry out regular virus checks on devices you use for Online Banking or mobile services.

You should not:

- tell anyone your security details;
- change or copy any software we provide, or give it to anyone else;
- choose obvious passwords or codes (such as your date of birth) as part of your security details;
- write your security details on, or keep them with, your device or banking documents;
- write down your security details in a recognisable way; or
- let anyone listen to your calls with us, or watch you entering or using your security details.

- 2.3 You must tell us as soon as possible (see 'How to contact us') if you:

- think any device or security details have been lost, stolen, damaged or are being misused; or
- think someone can access your accounts without your authority or has discovered your security details.



If your card details are stored on a device (like a smartphone), you should tell us if you lose your device.

- 2.4 If we, the police or other authorities are investigating any misuse (or alleged unauthorised use) of your accounts, you must provide information and help that we or they ask for if the request is reasonable. We, the police or other authorities would never ask you for your security details. We may pass related information to other banks or companies involved in payment processing, or to the police or other authorities, in the UK or (if appropriate) outside the UK.
- 2.5 You are responsible for checking statements, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

### **3. How will you get statements and other information?**

- 3.1 We will normally provide a statement each month that there are payments out of the account. You can ask us to provide statements less often than monthly, but we will always provide a statement at least once a year. Each statement will set out all the payments into and out of your account and will contain other information about those payments.
- 3.2 We normally send statements by paper but if you have registered for Online Banking, we may provide statements electronically. If we do so, we may also send you paper statements, but we may choose to do so less often. For example, if we provide electronic statements monthly, we may send paper statements annually.
- 3.3 You can also ask us for information about your payments at any time. You can do this or order a paper statement at any branch or through Online Banking or Telephone Banking. If we have already provided a statement on paper, we will charge you for a duplicate.



# Section D – Making and receiving payments

In this section we explain how you can ask us to make payments from your account, how soon you can use money paid in and when payments will affect any interest you pay or receive. You can also use a third party provider to make payments on certain accounts (you can find out more about third party providers in Section J). If you do use such a provider, those payments will be made in the same way we set out in this section. We also explain how to stop payments and what happens if something goes wrong.

## Meaning of words we've used

app	Our Mobile Banking app
cut-off time	The latest time we can process instructions or add payments to an account.
device	Anything such as a card, electronic wallet, smartphone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
EEA	The European Economic Area, which means the countries in the European Union, plus Iceland, Norway and Liechtenstein. From 31st January 2020, the UK is no longer part of the EEA.
IDM	Immediate Deposit Machine.
security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).
Single Euro Payments Area (SEPA)	In Section O, we include a list of the countries in SEPA. From 31st January 2020, the UK will remain part of SEPA.
working day	Monday to Friday (except English bank holidays). Some payments can only be processed on working days. This is explained below.

## 4. Making payments into your account

### 4.1 When will we process payments?

Working days only	Every day
<ul style="list-style-type: none"> <li>• Cheques</li> <li>• Standing Orders</li> <li>• Direct debits</li> <li>• CHAPS</li> </ul>	<ul style="list-style-type: none"> <li>• Faster payments</li> <li>• Transfers between Halifax personal accounts</li> <li>• Debit card payments</li> </ul>

The processing of cash payments is explained in condition 4.3.

Other payment types may have different processing times. These will show on your statement when we have added them to your account.

### 4.2 How can you make payments into your account?

Payments in pounds can be made into your account by cheque, transfer from another account and in cash; and by cheque or transfer from international accounts in other currencies. Cut-off times for payments into your account depend on how the payment is made. The table below shows our cut-off times for receiving payments by cash cheque or electronic transfer from another bank account.

Method	Cut-off time
Branch counter	The earlier of:- a) Branch closing time; b) 5pm if the branch closes after 5pm or c) the branch counter closing time if the branch counter closes before the branch.
IDM (if available)	Branch closing time
Post Office counter	As stated by the Post Office. The cut-off time depends on the type and method of payment you are making.
Halifax cash machine (that accepts payments in)	End of the day, or end of the next working day if it's paid in on a non-working day
Electronic transfer from another bank account	End of the day
Our Mobile Banking app (cheque imaging)	10pm

## When will a payment show in my account and when can I use it?

### 4.3 Paying in cash at Halifax (or in Scotland, Bank of Scotland) before the cut-off time

Some branches are open on non-working days, and after our branch counters have closed. Other than explained below, if a payment or payment instruction is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

You should make any cash payments into your account yourself. We may refuse cash payments in by someone else.

Method	Does cash show in your account that day?	Can you use cash the day it is paid in?	From the day cash is paid in, does it affect any interest you get or arranged overdraft interest you pay?
Branch counter	Yes	Yes – immediately after it is counted.	Yes
IDM (if available)	Yes	Yes, once the IDM has confirmed receipt	Yes
Cash machines (that accept payments in)	No – we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest you get or arranged overdraft interest you pay.		

Paying in coins – in any day we will usually limit you to ten bags of coin, regardless of the number of accounts you have. You cannot use one of our Counter-free branches to pay coins into your account.

Paying in cash through a Bank of Scotland Mobile Branch – in any day we will usually limit you to £5,000, of which no more than ten bags can be coin.



If you pay cash into a Halifax cash machine on Monday, you will be able to use it as soon as we have counted it on Tuesday.

### 4.4 Paying in cash to your account at a Post Office Counter

Method	Does cash show in your account that day?	Can you use cash the day it is paid in?	From the day cash is paid in, does it affect any interest you get or arranged overdraft interest you pay?
Using a valid debit card for the account you are paying into	Yes	Yes – as soon as you have received a receipt for the cash deposited	Yes
Using a personalised paying in slip	No – the cash will show in your account, will be available for you to use and will affect any interest you get or arranged overdraft interest you pay from the day we receive it from the Post Office. Usually this will be the next working day.		

Limits apply if you pay cash into your account using the Post Office:

The most you can pay in for a single deposit using your paying in slip is £1,000.

There are limits which apply to the number and denomination of coin you can pay in for a single deposit. If you use your debit card there are other single deposit limits which can vary by Post Office.

There are also other weekly limits that can vary by Post Office.

Please ask the Post Office you intend to use to check their limits, what their cut-off time is for accepting cash deposits for the method you wish to use.

### 4.5 Cheques in pounds paid in at Halifax (or in Scotland, Bank of Scotland) and most Post Offices or when you send us an image of the cheque using our app

Payments show in your account on the working day we receive the cheque. If you pay it into a cash machine this will be the next working day after you pay it in. If you are sending us an image of the cheque using our app, the cheque needs to be successfully deposited before 10pm on a working day to show in your account that day.

Following this, the payment will be available for you to use and affect any interest you get or any arranged overdraft interest you pay by 11.59pm on the working day after we receive the cheque. This will also be the latest time that the cheque can be returned unpay.

If you pay in a cheque at a Post Office counter, the Post Office will send your cheque on to us. This means you will usually need to add an extra working day to the timings above (or two extra working days if you pay it in after the Post Office's cut-off time). You can pay in cheques using a personalised paying-in slip and a cheque deposit envelope. Please ask the Post Office you intend to use what their cut-off time is for accepting cheque deposits.



#### Cheque Imaging process

If you pay a cheque in pounds into your account on a Monday, you will see it in your account the same day. It counts towards any interest or arranged overdraft interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

If you send us an image of your cheque after the cut-off time on a Friday, you will see it in your account on Monday. It counts towards any interest or arranged overdraft interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

### Important information.

We may refuse a cheque for payment into your account if it is more than six months old.

#### 4.6 Other payments

All other payments will show in your account the day we receive them. From this day you can use the money and the amount received will also count towards any interest you get or arranged overdraft interest you pay.

#### 4.7 Receiving money from outside the UK or in a foreign currency

If we receive an electronic payment or cash (notes only) in a foreign currency, we will convert it into pounds using our standard exchange rate for your method of payment, before we pay it into your account. We will then treat it like any cash deposit or electronic payment (see above). For electronic payments in some non-EEA currencies, we may be unable to convert the payment into pounds on the day we receive it. If so, 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. We'll also value-date it on the day we receive it.

We may not be able to accept cash in all foreign currencies. If the third party that deals with our foreign cash later tells us that some or all of the notes are not acceptable, for example because they believe them to be forged, we will take the pound equivalent from your account. We will do this even if you have already spent the money or it will put you into overdraft.

### What rates and charges apply to these payments?

- If you want to make an electronic payment into your account, you can find out our current standard exchange rate by calling us (see '[How to contact us](#)') or, where you want to pay in cash in a foreign currency, by asking in branch. Please note that the rate may change by the time we receive the payment.
- We may take our charges for dealing with an electronic payment before we add it to your account. If we do this, we will tell you the full amount of the payment and the charges that applied.

#### 4.8 Foreign cheque payments

If you want to pay in a foreign currency cheque, or a cheque in pounds, where the paying bank is outside the UK, the Channel Islands, the Isle of Man or Gibraltar, you must sign your name on the back of the cheque. We may not be able to accept cheques in all foreign currencies. We generally try to 'negotiate' a cheque but if we can't, or if you ask, we can 'collect' it.

### Negotiating or collecting a cheque – what's the difference?

- Negotiating – We will pay the amount of the cheque into your account on the working day after we receive it. If it is a foreign currency cheque we will convert it into pounds using our standard exchange rate for the payment.
- Collecting – We will pay the amount of the cheque into your account when we receive payment from the paying bank. The time this takes can vary depending on the paying bank or its country as we will send the cheque to them. We may use an agent to do this. When we receive payment from the paying bank, we will convert it to pounds, if applicable, using our standard exchange rate for the payment. You can ask us for details.

Any foreign currency cheque will only affect any interest we pay or arranged overdraft interest we charge from the working day that the funds are credited to your account.

If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the pound equivalent from your account. If we converted the cheque to pounds, we will change it back into the foreign currency using our standard exchange rate for the payment. We will do this even if you have already spent the money or it will put you into overdraft.

This normally means we take more from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.

## Additional information about foreign cheques

- We will pass on to you any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned. We take these charges from the account you told us to pay the cheque into.
- Occasionally we cannot get payment of foreign cheques because of local foreign-exchange or other restrictions.
- It may be that we face costs and other obligations because we negotiate or collect a foreign cheque. If so, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not negotiated or collected the cheque.

### 4.9 General terms about payments

If we are told, for example by another bank, that money has been paid into your account by mistake, we can take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but we will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

If we become aware that a payment into your account was made by mistake or fraud within two months of receiving it, we will:

- make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount in the account); and
- tell you we will return the payment to the paying bank unless you tell us within 15 working days that the payment was not made by mistake or fraud. If you do not respond within 15 working days, we will return the amount to the paying bank.

If we become aware that a payment into your account was made by mistake or fraud more than two months after we receive it, we will normally contact you before restricting your use of that amount in the account.

If we cannot return the money to the payer, we may give information about you and your account to the payer's bank so they can recover it.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:

- (a) cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- (b) expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

## 5. How can you take cash or make payments out of your account?

### 5.1 Making a payment

If you want to make a payment or withdraw cash, we will check we are dealing with you as set out in Section C.

If we receive a payment instruction after the cut-off time on a working day, or (for those transactions we only process on working days), on a non-working day, we will act on it on the next day we process that type of

payment. The cut-off time for making payments depends on how and where a payment is to be made, but for a payment in pounds within the UK it is not usually before 2.30pm (UK time). You can ask us for details. In Section O we give some extra information about cut-off times for particular payments.

If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-working day, in which case we will make the payment on the following working day.

## What happens if you don't have enough money to make a payment?

If you ask us to make a Standing Order or future-dated payment and do not have enough money (or available arranged overdraft) to make the payment on the due date, we will try again to make the payment later that day. If there is still not enough money in your account (or available arranged overdraft), we will make a final try on the next working day before refusing the payment.

If you want to make any other type of payment but don't have enough money in your account (or available arranged overdraft) to cover it at the start of the day, you have until 2.30pm that day to pay in money to make sure the payment goes. If you still don't have enough money in your account (or available arranged overdraft) after 2.30pm, we won't make the payment. We won't charge you for this and we'll tell you we've refused the payment.

### 5.2 Payment details

For us to make a payment for you within the UK, we normally need the sort code and account number or card number, your up to date telephone numbers and any other details we ask for. When you're setting up a new payment recipient, we'll usually need their full name and if it is a personal or business account. For some payments we may ask for different details; for example, we will ask you for a mobile telephone number if you use the Pay a Contact service.

To send money outside the UK or in a foreign currency we will also need the recipient's full name and address, their bank's name and address and the following details:

- For payments in euro to a bank account in a SEPA country – The international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).
- For payments in a currency other than euro to a bank account in a SEPA country – The international bank account number (IBAN) and the business identifier code (BIC) of the recipient's account.
- For any other payment – The recipient's account number and other information we need for the particular payment, for example if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment.

### 5.3 When can we stop you making payments?

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:

- security – including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of a device or your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

If we do this, we will act in a reasonably appropriate way and try to reduce your inconvenience. Unless the law prevents us doing so or we reasonably believe it would undermine our security measures, we will try to contact you in advance to tell you what we are doing and why. If we cannot tell you in advance, we will tell you as soon as possible after.

If we stop a card or other device, you must not use it, and we can take it if you try, for example in a cash machine.

### 5.4 When can we refuse to act on an instruction?

We can refuse to make a payment or allow a cash withdrawal if:

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any time);
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;
- you do not have enough money in your account (or available arranged overdraft) to make the payment or you have exceeded a limit we have applied to your account or device – such as the daily limit for withdrawals from cash machines;
- the payment instruction is not clear or does not contain all the required details;
- if you have asked us to refuse the type of transaction, or the circumstances in which it was made, by applying a card freeze (where we offer this service). With some types of card freeze, there may be a delay between receiving your instruction to remove a freeze and it taking effect. If this is the case, we will tell you how long it will take to remove before you apply the freeze;
- the account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- a regulatory requirement tells us to;
- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- 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);
- any other reason set out separately in this agreement applies; or
- we cannot contact you to carry out a regulatory requirement (for example you have not given us your up to date telephone numbers).



We may refuse to make a payment for you if we reasonably believe that the account you want to pay is operated as part of an authorised push payment fraud or “app scam”. An app scam is where a fraudster obtains information from you and poses as a company or individual that you are due to pay, for example a firm of solicitors acting on your property purchase. For advice on how to avoid app scams and other fraud go to [halifax.co.uk/help](https://halifax.co.uk/help)

### 5.5 What happens if we refuse to act on an instruction?

Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you are using a card to make a payment or withdraw cash, the retailer or organisation that owns the cash machine will tell you the payment has been refused. For certain contactless transactions, the retailer or organisation may not be able to confirm at the point the card is used that the transaction has been refused. If you want to check whether a transaction has been accepted, you can call us (see ‘How to contact us’).

### Additional information about failed payments.

- You can contact us to find out (unless the law prevents us 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.
- We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.

### 5.6 Making direct debits

We allow direct debit payments to be collected from your account on the date specified in any direct debit instruction you have given to a business or other organisation in the UK. Unless you agree otherwise, they will normally tell you at least 10 working days before changing the payment dates or amount of money to be collected from your account.

## 5.7 Using your device for payments

If you use your card to withdraw cash or to make a payment, we will take the funds from your account after we receive confirmed details of the withdrawal or payment from the relevant payment scheme (such as Visa or MasterCard). This may be on a working or a non-working day.

If you use your device for a transaction (e.g. a cash withdrawal or a payment) in a foreign currency, we will convert it to pounds on the day it is processed by the payment scheme. The exchange rate we use is set by the payment scheme. We also apply charges to these transactions. You can find out more information on our website about the exchange rates that apply to your transaction and how to compare them with other card issuers' rates.

### Additional information about card payments in another currency.

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 foreign currency. That bank will set the exchange rate and may also charge you for the conversion.

We may replace your card with a different type of card available under this agreement after a review of your personal circumstances. We will tell you about the features of the card when we send it to you. If the change would alter the terms of this agreement, we will give you notice as set out in Section H.

## 5.8 Can you cancel or change a payment?

You cannot change or cancel a payment instruction that you have asked us to make immediately (including payments by card) but you can cancel a direct debit, Standing Order, regular card payment and any other payment you asked us to make on a future date. To do this, you must tell us by the end of the last working day before the payment is due to be made. If you wish to cancel or change a direct debit or regular card payment (or if your account or card details change), you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well.

If we have sent money outside the UK or in a foreign currency, we can only recall it (or any part of it) if the recipient bank agrees.

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. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if we have sent money outside the UK or in a foreign currency and it has been returned to your account, we will change it back into pounds using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment, so the amount paid back into your account may be less than that we originally took.

If we are told by a banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their account to another bank, we will update your instruction with the new account details. This will mean your payment reaches the correct account within the agreed timescales.

## 5.9 Making, cancelling and replacing cheque payments

When we receive a cheque you have written, we will take the money from your account on the same day. We may not accept a cheque for payment out of your account if it is more than six months old. You must make sure there is enough money in your account (or available arranged overdraft) to cover the payment.

You may be able to cancel a cheque that has not yet been paid by visiting a branch or calling us with details of the cheque number, amount and date, the payee and similar details for any replacement cheque.

If someone asks you to replace a cheque (because, for example, they say it is lost or there is a problem with it), you are responsible for getting the old cheque back (and for destroying it), or for asking us to cancel 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.

You should 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.

# Section E – How long will your payment take?

This section tells you how quickly we send payments to the payee's bank.

## Meaning of words we've used

EEA	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31st January 2020, the UK is no longer part of the EEA.
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## 6. Payments within the UK and the EEA in pounds and EEA currencies

### UK payments (except card and cheque)

Type of payment	How long will the payment take to reach the payee's bank after we take it from your account?
Immediate payment	Normally no more than two hours after we take the payment from your account. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments.
Future-dated payment or Standing Order to another UK bank account	Normally no more than two hours after we take the payment from your account on the day we send it. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments. Standing Orders and future-dated payments can be made on working days only.

### Sending money outside the UK or in a foreign currency

Payments in euro to the UK, an EEA country, Monaco, Switzerland or San Marino	No later than the next working day.
Payments in pounds/non euro EEA currencies/ Swiss Francs to an EEA country	No later than four working days.

The payee's bank must pay the funds into the payee's account on the day it receives the payment from us.

## Payments outside the UK or the EEA or in non-EEA currencies (other than pounds).

You can ask us for details about how long the payment should take to arrive. We cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more information on timescales in Section O.

## 7. Additional information about sending money outside the UK or in a foreign currency

- If you ask us to make a payment in a foreign currency, we will use our standard exchange rate for that payment at the time we make it unless we agree a different rate with you when you ask us to make the payment. Our exchange rates may depend on the amount of the payment and how we process it, for example whether you choose to pay all charges or whether they are shared. You can find out the current exchange rates by calling us – see '**How to contact us**'.
- If you make a payment in pounds, we cannot control the exchange rate applied by the foreign bank.
- When you ask us to make these payments, we will tell you about any charges that may apply. International payments are only available in certain currencies. Please ask for further details.
- We have to send these payments through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- It may be that we necessarily incur costs and other obligations when acting for you in making these payments. If so, 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.

## 8. CHAPS payments

CHAPS payments will arrive on the same day, as long as you tell us on a working day before the cut-off time stated in Section O.

# Section F – How we calculate interest and account fees

On some accounts, we pay interest on amounts we hold for you. If your account allows you to borrow, we charge daily arranged overdraft interest on amounts you borrow, and we also have fees and charges for some accounts and services.

## 9. Where can you find information about our interest rates and account fees?

Section P and additional conditions contain our interest rates and charges for all accounts and services. You can also get the details by contacting us or through our website (see **How to contact us**).

## 10. How do we work out how much interest to pay or interest to charge?

- 10.1 Unless we have told you otherwise, we calculate any interest we pay at the end of every monthly interest period, based on the daily balance of your account.
- 10.2 We pay interest by crediting it to your account. We pay any interest on amounts credited to your account as they become part of the account balance. The special or additional conditions will tell you when we pay interest on your account. If interest is due to be paid on a non-working day, we will pay interest up to, and on, the next working day.

- 10.3 We pay interest 'gross' and it counts towards your personal savings allowance (a tax-free amount on income from savings). You are responsible for paying any tax you owe directly to HM Revenue & Customs.
- 10.4 We calculate any daily arranged overdraft interest by looking at the balance of your account at the end of each day. This includes weekends and bank holidays. We then take the amount of the daily arranged overdraft interest out of your account overnight. When we charge daily arranged overdraft interest it becomes part of your balance. This means that if we charge further daily arranged overdraft interest, we base it on the total balance including previous interest.



# Section G – Overdrafts

We offer arranged overdrafts on most of our accounts, so if we agree you can have one, you can borrow up to the agreed limit when you need to.

---

## Meaning of words we've used

---

arranged overdraft	An overdraft up to a limit we agree in advance.
--------------------	-------------------------------------------------

---

### 11. When do you have to repay an overdraft and what does it cost?

- 11.1 When you apply, we will give you arranged overdraft terms. If we do not tell you how long your arranged overdraft is available, it will continue until ended by you or us.
- 11.2 An overdraft is repayable 'on demand'. This means we can ask you to repay it (or part of it) at any time.
- 11.3 We will review your arranged overdraft regularly and can reduce or remove any limit based on this review. This might happen, for example, because your personal circumstances have changed. If any changes are to be made to your arranged overdraft limit, we will give you at least 30 days' notice unless we need to take action sooner to protect our interests or for regulatory reasons.
- 11.4 We may charge daily interest on our arranged overdrafts, unless your balance is within any daily arranged overdraft interest free amount.
- 11.5 If you do not have enough money in your account or available arranged overdraft, you may not be able to make that payment. If a payment isn't made, we will tell you.
- 11.6 If a payment is made that takes you over your arranged overdraft limit, we will not charge you daily interest for the part that is above your arranged overdraft limit. We'll continue to apply daily arranged overdraft interest to the amount of your arranged overdraft. We may also ask you to repay the unarranged amount. We may refuse any further attempted payments until you have enough money in your account or available arranged overdraft to cover these payments.

# Section H – How and when we can make changes to this agreement


As this agreement could last a long time, we will need to change its terms occasionally.

We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. We will tell you in advance about these changes, and how they will affect you. You can generally close an affected account or end your relationship with us if you do not want to accept any change we tell you about. In fact, with most of our accounts, you are free to terminate the relationship at any time.

We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.


## 12. What can we change?

12.1 We can change the general or additional conditions that apply to a particular account, benefit or service.



We may change any of the terms in this booklet, the interest rates, fees and charges that apply to an account, or the terms on which we provide a benefit that forms part of a packaged account.

12.2 We can change the package of benefits included as part of a packaged account (such as travel insurance). We can change the provider of the benefits if that is not us. The new provider may offer the replacement benefit on different terms.



We may change the provider of an insurance benefit or change the benefits that are included in a package.

12.3 We may also change your account to a different account type as set out in Condition 27.

## 13. Why can we make a change?

### Meaning of words we've used

reference interest rate	An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England base rate.
regulatory requirement	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.

13.1 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Reason	For example
A change in regulatory requirements.	We may have to update our security terms because new legislation introduces tighter standards.
To do something positive for you.	Our payment terms may have to change because new technology enables you to make payments quicker.
A change in the cost of running our accounts, including changes in our funding costs.	Changes to the Bank of England base rate that increase or decrease the interest rates we pay savers may affect how much we charge for our overdraft.
Any other change that affects us, if it is fair to pass the impact of the change on to you.	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.
If we think there is a change in your ability to repay any amount you owe us. This may be because of factors that are personal to you.	We may change your overdraft interest rate because of the way you manage your accounts or information we have or that we get from organisations such as credit reference agencies.

13.2 We may make changes for any other reason we cannot foresee.



We may need to respond to changes in the banking sector caused by increased competition that affect how we provide our services and what we charge for them.

13.3 We can change our standard exchange rates at any time.

#### 14. How and when we will tell you about changes and your rights

##### Meaning of words we've used

personal notice	A notice we give you individually, for example by letter, electronically or in statement messages or inserts.
published notice	A notice we put in our branches and on our website.

14.1 We explain below how we give notice to change our terms on our accounts (including overdraft changes)

Type of change	Notice	Timing of notice before or after the change	Can you close or switch your account without charge?
Changes to interest rates including the interest rates charged on overdrafts that favour you	Personal or published	No more than 30 days after	Yes, unless the additional conditions say you cannot.
All other changes	Personal	At least two months before	Yes, at any time before the change.

#### 14.2 What are your rights if you want to close or switch an account in response to notice of a change?

For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details at the start of this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately. This may require you to repay any overdraft on the account. If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.

# Section I – How we manage joint accounts

If two or more of you are joint account holders, you can each give us instructions on your own. This section explains how we deal with you and what happens if the arrangement between you comes to an end. You cannot apply to add another person to an account which we no longer offer to new customers.

## 15. What do joint account holders need to know?

15.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, unless a regulatory requirement means we must make enquiries or confirm instructions with the other account holder. We can also rely on information given by any one of you about the other(s).

### Examples of things any joint account holder can do without the knowledge of the other(s)

- Take all the money in an account.
- Close an account.
- End a service.
- Ask for electronic statements and correspondence (instead of paper).
- Apply for overdrafts, cards and other services.
- Replace an account or service with another account or service covered by this agreement.

### Examples of things we can do for one account holder that count as if we did them for the other(s)

- Provide any information about your account, but if you are receiving statements at only one address you can ask us to send you separate account statements if the account holders live at different addresses.
- Record and act on information that any of you gives us about another of you.
- Provide pre-contract information to the person who asks us to set up an arranged overdraft.
- Send a notice to just one of you.

15.2 You are each, separately, responsible for complying with the terms of this agreement. If any one of you does not comply, we can take action against any or all of you.



If there is an overdraft on a joint account, each of you is liable to repay it even if you did not know about it.

## 16. What happens when the arrangement between joint account holders changes or ends for any reason?

- 16.1 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.
- 16.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all agree to this. However, where a joint account holder is the victim of financial abuse we may agree to a request from them to be removed from a joint account without the agreement of other account holders.
- 16.3 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.
- 16.4 If one of you dies, we may continue to act on the instructions of the remaining account holder(s) but we do not have to do so in all cases.

# Section J – Can someone else operate your account?

## 17. How can someone else operate your account?

- 17.1 If you want or need someone else to operate your account, you must generally either sign a form we give you or show us a power of attorney, signed by you, which authorises them to operate your account.
- 17.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, or if you go bankrupt or die.
- 17.3 For security reasons, we may not allow another person access to all of the services we provide to you. If we do allow them to use a service, you can tell them your security details as long as they agree to keep them safe.
- 17.4 We are not responsible for an act (or failure to act) by someone else allowed to operate your account as long as we did not know or suspect they were acting dishonestly towards you.

## 18. Third-party providers

### Meaning of words we've used

Third-party provider	A service provider authorised by law to access information or make payments for you from your payment accounts.
----------------------	-----------------------------------------------------------------------------------------------------------------

- 18.1 You can instruct a third-party provider to access information on your accounts or make payments from your accounts online as long as it is open and transparent about its identity and acts in line with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you.
- 18.2 We may refuse to allow a third-party provider to access your account if we are concerned about unauthorised or fraudulent access by that third-party provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. But we won't tell you if doing so will compromise our reasonable security measures or otherwise be unlawful.  
  
We may make available to a third-party provider a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.
- 18.3 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

# Section K – Who is responsible for any loss?

It is important for you to understand what you and we take responsibility for and when you may be liable under this agreement. This section also applies to any payments you make through a third party provider.

### Meaning of words we've used

device	Anything such as a card, electronic wallet, smartphone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).

## 19. Incorrect payments

### 19.1 When will we refund incorrect payments?

We will refund the amount of a payment and any charges or daily arranged overdraft interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank in the UK and or the EEA and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction or we can show that the payment was received by the other person's bank. We will provide the refund without undue delay; or
- the payment was unauthorised (see Condition 20 'Unauthorised payments'). We will provide the refund as soon as we can and in any event by the end of the next working day.

### Additional information about payment refunds.

Except for direct debits, or payments made using an overdraft, we will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised.

If a payment goes to the wrong person or is delayed because you gave us the wrong details, we will not be liable but we will try to recover the payment for you. We may charge our reasonable costs for doing so. If a payment is delayed because of our error, you can ask us to ensure that the receiving bank credits the payment to the payee's account as if it had been made on time.

### 19.2 Are there any special rules about refunds for card payments?

If you have used your card to make a payment, you can ask us to refund the payment if all the following conditions are satisfied:

- the payment was made to a retailer in the UK and or EEA;
- you did not specify an exact amount to be paid;
- the amount taken was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
- you request a refund within eight weeks of the date the payment was made from your account.

19.3 If these conditions are not satisfied, we need not make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

### Additional information about card payment refunds.

We may ask you to provide information that is reasonably necessary to investigate whether you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card.

Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will refund the payment or inform you of our reasons for refusing to do so.

### 19.4 Are there any special rules about refunds for direct debit payments?

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 that set it up.

19.5 You should tell the business or organisation what you have done and why. If they still think that you need to pay them, you will need to resolve the dispute with them directly. This does not affect your right to a refund as set out above.

**20. Unauthorised payments**

You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and any charges or interest you paid or lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

1. If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

2. If we can prove you have been grossly negligent with your device or security details, you will be liable for payments from your account but only until you have told us your device or security details have been lost, stolen or could be misused. In some circumstances, you will not be liable for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your device or security details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet.

**21. What happens if we break the terms of this agreement?**

21.1 We are responsible if you suffer loss because we have broken this agreement. There are three exceptions to this rule:

1. We are not 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. These include delays or failures caused by industrial action (e.g., strikes), problems with another system or network, mechanical breakdown or data-processing failures.

2. We are not liable for losses or costs where a regulatory requirement means we must break this agreement.

3. We are not liable for business losses or costs you suffer (such as loss of business profits or opportunities) as a result of anything we have done, as we make this agreement with you as a personal customer.

21.2 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.

# Section L – Using money between accounts ('set-off')

Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you.

### Meaning of words we've used

regulatory requirement	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.
------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### 22. When can we use set-off?

- 22.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.
- 22.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise with us.
- 22.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (X) 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
You and X	X
You and X	You

- 22.4 Even if there is a court decision against you or you are fined, we can use money you have in your accounts to pay something you owe us (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.
- 22.5 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, the money available to the other person will be what is left after we add up what we owe on the affected accounts and subtract what the first person owes us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are prevented by law.

### 23. Applying compensation payments to your accounts

- 23.1 If we decide to pay you money to settle a complaint or to pay you compensation regarding products covered by this agreement, we may put this money towards any amount you owe us for products covered by this agreement (such as an overdraft). We will do this in line with any regulatory requirements that apply to us.



# Section M – Ending this agreement or an account, benefit or service or suspending a benefit or service

## 24. Suspending a benefit or service

24.1 We may suspend a benefit or service if we think you don't want it any more because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months' notice in writing before doing so.

## 25. Ending this agreement or an account, benefit or service

25.1 This agreement continues until you or we cancel or end it. The table below shows how this agreement (or any account, benefit or service) can be ended. If we end it, we will act in a manner we think is reasonable in the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason.	None (we may ask you to confirm in writing).
Us	If we reasonably consider that: <ul style="list-style-type: none"> <li>there is illegal or fraudulent activity on or connected to the account;</li> <li>you are or may be behaving improperly (for example, in a threatening or abusive way);</li> <li>by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</li> <li>you have seriously or repeatedly broken this agreement in any other way.</li> </ul>	None.
	You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to Reclaim Fund Ltd (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.	For further details see Section O.
	Any other reason.	Two months (in writing).

25.2 When this agreement ends, any account covered by it will close and any benefit or service we provide under it will stop. You must also:

- (a) repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
- (b) pay any charges (including daily arranged overdraft interest) up to the date the agreement, account or service ends;
- (c) return anything that belongs to us or that we have given you, such as any device or unused cheques; and
- (d) cancel any direct payments (such as direct debits, Standing Orders 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.

25.3 If this agreement (or a service or benefit under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.

25.4 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 anything you owe us or, if you have broken this agreement, any loss of ours that results.

25.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.

25.6 After this agreement ends, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy notice. This is available at [www.halifax.co.uk/securityandprivacy/privacy](http://www.halifax.co.uk/securityandprivacy/privacy) as a leaflet in branch or by asking us.

## Section N – Other important terms

### 26. Insurance

If insurance is included with your account, we hold any money we receive for you from the insurer regarding the insurance in our role as a bank and treat it like any other funds paid into your account. It is not held on trust for you (or as your agent in Scotland) or in line with the Financial Conduct Authority's client money rules. We hold on the insurer's behalf any insurance premiums we collect.

### 27. What happens if you do not meet the conditions we set for an account type?

27.1 We may change an account you hold with us to a different account, including one without a benefits package, if:

- (a) you do not pay (or you go over your arranged overdraft limit to pay) your maintaining the account fee twice in a row;
- (b) you stop being eligible for your existing account or any of the benefits on your account in any other way;
- (c) you are no longer resident in the United Kingdom;
- (d) you hold more than one packaged account; or
- (e) you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months' notice. We will only change your account to one that we believe is a reasonably suitable alternative.

### 28. Transferring rights and obligations

Unless we say you can in writing 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.

### 29. 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, or we may charge you a lower daily arranged overdraft interest rate or none at all. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

### 30. How can you complain?

If you feel we have not met your expectations in any way, please let us know so that we can tackle the problem as quickly as possible. We have a three-step procedure to resolve your concerns.

#### (a) Step 1 – Tell us about the problem

Tell us about your complaint and how you think it could be resolved by calling into any branch, calling us on **0800 072 9779** or **0113 366 0167** or textphone on **0800 056 7294** or **0113 366 0141**, or contacting your relationship manager or Business Manager, if you have one.

We will try to resolve your complaint by the end of the third working day after you contact us. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when to expect our full response. We will also let you know the name and contact details of the person or team dealing with your case.

#### (b) Step 2 – Follow-up

To follow up your complaint with Customer Services, you can ask the person you raised your complaint with to refer the matter to them or write to Halifax, PO Box 761, Leeds LS1 9JF.

#### (c) Step 3 – Contact the Financial Ombudsman Service if you aren't satisfied

If you disagree with the decision we make, you can refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

### 31. Law applying to this agreement

- 31.1 Unless you are resident in Scotland when the conditions in this agreement first apply to you, English law will decide any legal questions about it, 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.
- 31.2 If you are resident in Scotland when the conditions in this agreement first apply to you, Scots law will decide any legal questions about it, 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.
- 31.3 This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

## Section 0 – Additional important information

This section does not form part of the conditions for your account but provides further important information that you may need.

### Who we are

- Our company details
  - Halifax is a division of Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
  - To find out more about our company, see the Registrar's website, [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or call the Registrar on **0303 1234 500**.
- Our VAT number is 244155576.
- We lend money and offer savings, insurance and other financial services to our customers.

### How we are regulated

- We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 169628.
- To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk)
- We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, particularly about 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](http://www.ofcom.org.uk) telephone **020 7981 3040**, fax **020 7981 3333** or textphone **020 7981 3043**.

### Industry codes and memberships

- We are a member of UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more.
- We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.
- We are a member of the Banking Standards Board (BSB) and support the BSB's Consumer Framework and Principles. Find out more at [www.bankingstandardsboard.org.uk](http://www.bankingstandardsboard.org.uk)
- We follow advertising codes regulated by the Advertising Standards Authority ('ASA'). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk) call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto: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.

### Dormant balances

We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008, which enables money in dormant accounts (i.e., accounts that have been inactive for 15 years or more) to be distributed for community benefit while allowing customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL), a not-for-profit reclaim fund authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your account to RFL, you will have the same rights against RFL to reclaim your balance as you would have done against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on RFL's behalf. Therefore, you should continue to contact us in the usual way if you have any questions or complaints about dormant accounts or balances.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). Any transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

### Sending money outside the UK or in a foreign currency

This payment service means you can make an electronic payment from your Halifax current account to another person outside the UK (whether in pounds or another currency), or in a foreign currency to another person in the UK. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for a payment. You can use this service through our branches and using Online or Telephone Banking. There is a £5,000 maximum limit for any payments made through Telephone Banking, and a maximum limit of £100,000 for payments made through Online Banking or Bank of Scotland Mobile Branches. The minimum payment amount in all cases is £1.01.

We must receive your payment instruction before the cut-off time on a working day so that we can start processing it the same day. The cut-off time for most payments sent using Online Banking, branch and Telephone Banking is 3pm. Euro payments sent using branch and Telephone Banking may be subject to an earlier cut-off time of 2pm. If this applies to your payment, we will tell you at the time of the transaction. If your payment instruction is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

Section E explains how long any payment should take to arrive. Please bear in mind that countries outside the UK may have different non-working days, and this could affect when the person you have sent money to is able to draw it out.

As we explain in Section E, if you make a payment outside the UK and the EEA or in a non-EEA currency (other than pounds), we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

The Single Euro Payments Area (SEPA) currently consists of the UK, the countries of the EEA plus Aland Islands, Azores, Canary Islands, French Guiana, Gibraltar, Guadeloupe, Guernsey, Isle of Man, Jersey, Madeira, Martinique, Mayotte, Monaco, Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino and Switzerland.

We will confirm the details of your payment. These include the pound equivalent of the payment, the charges we apply and any breakdown of them and the exchange rate we applied immediately before the payment left your account. This information may also appear on your account statement. If you make a transfer in one of our branches, we'll give you a receipt at the time. If you use Telephone Banking, we'll confirm all the details to you over the phone. And if you use Online Banking, you can print off a receipt yourself. Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.

### **CHAPS Payments**

The cut-off time for making CHAPS payments is 4.25pm.

### **Cancellation**

We hope you're happy with the account or service you've chosen. However, if you're not, you have 14 days from opening the account or taking the service (or from the date you receive your conditions if that is later) to cancel it without charge by writing to us, visiting any branch, or contacting us by telephone. Our details are shown in the '**How to contact us**' section. We will then help you to move to another account we offer or will return your money to you with any interest you have earned on it. If you have used an Overdraft you will have to repay it before you can cancel.

If you have an arranged overdraft you can also cancel it at any time by writing to us, visiting any branch or contacting us by telephone or online through Online Banking. If you do so, you must repay any overdrawn balance.

### **Other information**

- We will communicate with you in English.
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
- You can ask for a copy of this agreement or download it from our website.
- For more information visit us at [www.halifax.co.uk](http://www.halifax.co.uk) or go to any Halifax branch.

## Section P – Interest and account fees

This section explains the current interest rates 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 daily arranged overdraft interest as low as possible?

- **Repay any overdraft as soon as you can.**
- **You can avoid paying daily arranged overdraft interest** if your balance goes overdrawn during the day but you pay money into your account later the same day to bring it back into credit. You have until the end of the day to do this.
- **Check your balance** online, 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 daily arranged overdraft interest to pay**, remember to include it in your budget.

### KEEP AN EYE ON YOUR BALANCE AND KEEP YOUR DAILY ARRANGED OVERDRAFT INTEREST 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 keep daily arranged overdraft interest as low as possible.

If you bank online with us, you can transfer money from other accounts up to the end of the day to make sure there will be enough in your account. This will avoid daily arranged overdraft 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.

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.

## Interest we pay on credit balances

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

Balance	Variable interest rate
£1–£2,499.99	0.50% AER / 0.50% Gross
£2,500+	No interest is paid on the amount of your balance over £2,499.99

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.)

We will pay your interest gross, which means we will not deduct tax automatically from it. Depending on your personal circumstances you may need to pay tax on the interest you earn. You will be responsible for paying any tax you may owe to HM Revenue & Customs (HMRC).

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 (Cardcash 18+ only)

If arranged overdrafts are available on your account, you can apply for one. We base any decision to offer you an arranged overdraft on your eligibility.

If we agree to the arranged overdraft and you use it, we will charge you daily arranged overdraft interest for each day you use an arranged overdraft. We will charge you at the end of each day including bank holidays and weekends. The amount of interest applied will depend on your balance at the end of each day, as well as the interest rate and any applicable interest free amount. There are no other charges to pay for using your arranged overdraft.

We add the daily interest charge to your account balance at the end of the day. The interest rate for your arranged overdraft is based on how you manage any accounts you have with us and on the credit information we hold about you.

If you try to make a payment that would take your account overdrawn or over your arranged overdraft limit, we may not make that payment.

We won't charge you for refusing or trying to refuse your requested payments. But we will continue to charge daily arranged overdraft interest for your use of an arranged overdraft if any charges or payments take, or have taken, your account above your arranged overdraft limit. We will not charge interest on any balance above your arranged overdraft limit.

If you want to change your arranged overdraft limit, please get in touch with us. We'll see if we can help.

All overdrafts are subject to application and approval. They are repayable on demand.

## 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 from your account.

Special service	Fees
Extra statement	£5
CHAPS payments (internal or external) from your account to another UK account**	£25
Sending money outside the UK or in a foreign currency.	in euro – no fee charged* in any other currency – £9.50*▲
Correspondent Bank Fee	Zone 1 (USA, Canada and Europe (non-EEA)) – £12 Zone 2 (Rest of the World) – £20
Receiving money from outside the UK or in a foreign currency Electronic payments received in euro from within the UK or EEA, or by SEPA Credit Transfer All other electronic payments up to and including £100 over £100	Free £2▲ £7▲

\* You will share charges with the recipient for sending money outside the UK or in a foreign currency when the payment is made:

- in any currency using Online Banking; or
- in any currency to a bank account in the UK or EEA; or
- in any EEA currency or pounds to a bank account in Switzerland, Monaco or San Marino.

Sharing the charges means you will pay our charge and the recipient will pay their bank's charges and any agent bank charges that apply.

If you make any other payment, you can choose either:

- a) to share charges; or
- b) to pay both our charge and all agent bank charges.

If you choose option b), you will pay our charge and the Correspondent Bank Fee that replaces all agent bank charges. The recipient bank may charge its customers a fee but we cannot provide information about such a fee.

▲ This fee will not apply to payments in pounds sent to a bank account within the EU from our Basic Account or received from a bank account within the EU to our Basic Account.

\*\* If you ask us to make a CHAPS payment to another bank this will be processed either externally through the Bank of England Payments Settlement system or internally and the fee applies in either case. You can only ask us to make a CHAPS payment in the UK in pounds at one of our branches with counters. You cannot instruct a CHAPS payment through one of our Bank of Scotland Mobile Branches.

## Withdrawing cash

**If you take money in pounds from your account using any Halifax or Bank of Scotland cash machine in the UK, 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 it will be taken from your account when you withdraw the cash.

## Withdrawing cash in a foreign currency, or withdrawing pounds outside the UK (at a cash machine or over the counter)

If you use your debit card to withdraw cash in a foreign currency, or to withdraw cash in pounds outside the UK, Visa will convert the amount into pounds the day the transaction is processed using the Visa Payment Scheme Exchange Rate. We will charge you a foreign currency transaction fee of 2.99% of the value of the withdrawal. This is a fee for currency conversion. We will also charge a foreign currency cash fee of £1.50 for each withdrawal.

If you ask the cash machine operator/financial service provider to make the conversion, we will not charge you a currency conversion fee but we will charge a foreign cash fee of £1.50 for each withdrawal. The provider of the foreign currency may make a separate charge for conversion.

We won't charge a foreign currency cash fee or a foreign cash fee if you:

- withdraw euro within the EEA or UK; or
- withdraw euro from outside the EEA or UK and the cash machine operator's payment service provider is based in the EEA or UK

## Buying goods or services in a foreign currency

If you use your debit card to make a purchase or other transaction (not a cash withdrawal) in a foreign currency, the amount is converted to pounds, on the day it is processed by Visa using the Visa Payment Scheme Exchange Rate. We will charge you a foreign currency transaction fee of 2.99% of the value of the transaction. This is a fee for currency conversion. We will also charge a foreign currency purchase fee of £0.50 for each payment. The foreign currency purchase fee will not be charged if your payment is made:

- in euro within the EEA or UK;
- in euro outside the EEA or UK and the recipient's payment service provider is based within the EEA or UK.

You can find out more information on our website about the exchange rates that apply to your transaction and how to compare them with other card issuers' rates.



## Do you need extra help?

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Relay UK Service (available 24 hours a day, 7 days a week) or via Textphone on **0345 732 3436** (lines are open 9am to 5.30pm, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at [halifax.co.uk/accessibility/signvideo](https://halifax.co.uk/accessibility/signvideo)

Not all Telephone Banking services are available 24 hours a day, 7 days a week. Please speak to an adviser for more information.

Calls may be monitored or recorded.

## Our promise

Our promise is to do our best to resolve any problems you have. If you wish to complain visit your local branch or call **0800 072 9779** or **0113 366 0167**. (Textphone **0800 056 7294** or **0113 366 0141**, if you have a hearing impairment). For more information visit [halifax.co.uk/contactus/how-to-complain](https://halifax.co.uk/contactus/how-to-complain)

Halifax is a division of Bank of Scotland plc. Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

This information is correct as of June 2020 and is relevant to Halifax products and services only. Halifax is a division of Bank of Scotland plc.

