

Online Banking agreement



Online Banking agreement

This agreement is made up of these Online Banking terms and conditions, and the Additional Services terms and conditions.

In this agreement:

- ‘You’ are the customer who has registered for Online Banking; and
- ‘We’ are Halifax, a division of Bank of Scotland plc.

What is Online Banking?

Online Banking is our online service where you can access most of your personal accounts using a computer, mobile, tablet or other device, either through your browser or our app. It includes the Additional Services listed below.

We may also display information about accounts you hold with other Lloyds Banking Group companies, and from third party companies, for example through Open Banking.

What are the Additional Services?

Customers who are registered for Online Banking may be able to use Additional Services, which currently include the following:

- Paper-free statements and correspondence;
- Pay a Contact;
- Cashback Extras;
- Mobile alerts;
- Cheque imaging;
- Card freezes;
- Account information service.

Please read our privacy statement, which is available at [halifax.co.uk/privacy](https://www.halifax.co.uk/privacy) It explains how we'll use your personal information and gives details about how we use cookies.

1. This agreement

- 1.1 This agreement applies to your use of Online Banking and any Additional Services. If there are any inconsistencies between the Online Banking terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will apply.
- 1.2 Unless we tell you otherwise, this agreement doesn't change any of the terms and conditions that relate to the accounts or other services you access through Online Banking. We have separate account or service agreements with you for these. If we tell you that any of this agreement's terms apply to an account or other service you use but it conflicts with a term in your account or service agreement, the term in this agreement will apply.

2. Charges

- 2.1 We don't charge you to use Online Banking or the Additional Services but your network operator or internet provider may charge you for using the internet.
- 2.2 Any charges that apply for making transactions using Online Banking will be made under your relevant account agreement, not this agreement. This is explained in the information we give you about the account.

3. Using Online Banking and the Additional Services abroad

- 3.1 You should be able to view information or perform transactions on your accounts if you use Online Banking in a country outside the UK.
- 3.2 If you want to use Online Banking or any of the Additional Services in a country outside the UK, you're responsible for finding out whether it is lawful to do so in that country. You're responsible for complying with its local laws. We're not responsible for any loss that results if you break local laws.

4. Joint accounts

- 4.1 You can use Online Banking to access any joint accounts you have. You may be able to give us instructions about them independently of the other account holders. You must each register separately for Online Banking.

5. Viewing account information

- 5.1 Where we display information about your accounts, some of it may not be updated in real time. You should check with us, or the relevant account provider, for up-to-date information.

6. Accessing the Additional Services

- 6.1 We may provide some of our Additional Services automatically to you. Others you may need to activate. You can opt out of any of the Additional Services that are available to you in Online Banking unless we have indicated your right to do so may be limited in some way.

7. Security

- 7.1 We will ask you to confirm your identity when you sign in and before we accept certain instructions you give us through Online Banking. We may also rely on some of the security functions on the devices you use when you access Online Banking, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 7.2 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on the computer or device you use to access Online Banking. If we detect these things, we may suspend, restrict or block your access to Online Banking or the use of your security details. If this happens, you may not be able to access some or all of our Online Banking services again until you have removed the viruses or malware. If we tell you that you should use new security details to access your accounts, you must do so.
- 7.3 You must always keep your security details secure and not share them with anyone, including any joint account holders. You must also ensure that only your biometric information (such as your fingerprint when using Touch ID) is registered on any devices you use to access Online Banking. We'll never phone, text or email you asking for your password or memorable information.

- 7.4 You may use third party providers who offer account information services or payment initiation services (or both) so long as:

- they're authorised by law;
- they're open and transparent about their identity;
- they're acting in line with the relevant regulatory requirements.

If you are thinking of using a third party provider, you should check it is authorised before you use it.

8. Access to Online Banking and the Additional Services

Please note

Not all Online Banking services are available 24 hours a day, 7 days a week.

- 8.1 You can usually use Online Banking and the Additional Services at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the services aren't available or may be slow for a short time.
- 8.2 We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us or coming into one of our branches.
- 8.3 We may suspend, restrict or stop your use of Online Banking, the Additional Services or the use of your security details if we reasonably think this is necessary because, for example:
- a) the security of your account or Online Banking is at risk;
 - b) we suspect unauthorised or fraudulent use of your security details or Online Banking;
 - c) a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
 - d) we must comply with a legal or regulatory requirement;
 - e) you've knowingly given us false information about yourself or another account holder;
 - f) a systems failure has occurred;
 - g) a third party has failed to supply services;
 - h) something happens beyond our reasonable control;
 - i) this agreement ends.

- 8.4 We may prevent access to Online Banking if you're using an outdated browser or are using a version of our app we no longer support. How well Online Banking works may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.
- 8.5 We may de-register you or suspend your use of Online Banking or security details for security reasons if you haven't used them for a long time or do not use them for 90 days after registering. If we do this, you can ask us to reactivate them but you may need to re-register.
- 8.6 If possible, we'll contact you before suspending, restricting or blocking your access to tell you we're doing so and why. We explain how we may contact you in section 11 of this agreement. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.
- 8.7 You must not use Online Banking or any software we provide (e.g. our app) except for your own use. You may not adapt, alter, modify, copy or reverse-engineer it or allow someone else to do the same.

9. How you can end this agreement

- 9.1 You may end this agreement at any time without explanation or charge by calling our helpdesk or visiting us in branch.

10. How we can end or change this agreement

- 10.1 We'll usually notify you of changes using your Online Banking secure inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least two months' notice in advance, we can:

- a) change any of these terms or conditions, including introducing or changing charges, changing the terms or conditions of the Additional Services, or withdrawing an Additional Service;
- b) end this agreement.

We can also make a change that is to your advantage without telling you in advance.

- 10.2 The notice period will start from the date we tell you we have delivered the notice to your Online Banking secure inbox or have sent it by one of the other means.

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

Types of change

- A change in regulatory requirements – for example, if the law changes or our regulator changes its rules or guidance.
- To reflect changes in Online Banking or the Additional Services available to you.
- To do something that is to your advantage.
- A change in the cost of providing Online Banking.
- Any other change that affects us if it is fair to pass on its impact to you.

- 10.4 We may make changes for any other reason we cannot foresee.
- 10.5 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

11. How we'll contact you

- 11.1 If we need to contact you about Online Banking or the Additional Services, we'll normally do so through your Online Banking secure inbox. We'll never change any documents held in your Online Banking secure inbox or your personal account area after we have sent them.
- 11.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.
- 11.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

12. How you can contact us

12.1 You can get in touch with us by visiting your branch or calling us. Details of our telephone numbers are available within Online Banking, on the website and from our branches.

13. Complaints

13.1 If you have a complaint, please contact us using the details available within Online Banking, on the website and from our branches. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

13.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below.



Financial Ombudsman Service,
Exchange Tower, London E14 9SR



0800 023 4567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

14. Other information

14.1 All the information we give you and all communications between you and us will be in English.

14.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.

14.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.

15. Law applying to this agreement

15.1 This agreement is governed by the law that applies to the account you're accessing through Online Banking (for example, if English law applies to your account, the same law will apply to your use of Online Banking). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

Legal information

Halifax is a division of Bank of Scotland plc. Bank of Scotland plc is registered with company number SC327000. Our registered office is at The Mound, Edinburgh EH1 1YZ. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

Additional Services

Paper-free statements and correspondence

These paper-free statements and correspondence terms apply to accounts you access through Online Banking.

1. When you are registered for Online Banking, we may send information about the accounts you can access through it electronically rather than on paper. You can tell us if you would prefer to receive this information on paper, but this may not be possible for some types of account.
2. If we send you information electronically, we'll do this by posting it in Online Banking or sending it to your Online Banking secure inbox. Any information you receive through Online Banking will be in PDF, HTML or a similar format, that allows you to keep or download it. Your statements and correspondence contain important information, so we encourage you to keep a copy of them in a way that allows you to refer to them again in the future.
3. If you have a joint account and one of you registers for Online Banking, we may send information about that account electronically through Online Banking. If this happens, it means we will not have to send information on paper to either of you for that account.
Before you register for Online Banking, you must first make sure all joint account holders agree you can do this. We'll write to them to confirm the change and stop sending information on paper. If they are not registered for Online Banking they can sign up to the service to receive the information electronically.
4. If you ask us to change your account from one type to another, your agreement to receive statements and correspondence electronically will also apply to your new account unless you tell us otherwise.
5. We may still send you some or all of the information relating to your accounts on paper. For example, we may not be able to provide all of your statements or correspondence electronically and it may not always be appropriate for us to do so.

Pay a Contact

1. The Pay a Contact service is available through our app. You can make payments using Pay a Contact without registering for the service, but to receive payments you must be registered.
2. When you register for Pay a Contact, your name and mobile number will be stored on a database managed by a third party for the participating banks and building societies. This information will be shared with:
 - a) the third party managing the Paym service and its suppliers, including employees or contractors of the third-party operator or its suppliers;
 - b) participating banks and building societies;
 - c) any person who is registered to use Pay a Contact or Paym through us or through another bank or building society. This will allow them to verify your name when sending you money.
3. You must use Pay a Contact only to send and receive payments. You must not use it or information obtained through it for any other purpose.
4. Paym is a trademark of the Mobile Payment Service Company Limited and is used under licence.

Cashback Extras

1. Eligibility

- 1.1 To be eligible for Cashback Extras you must:
 - a) be over 18;
 - b) have a debit or credit card (as primary cardholder) from a personal account with us;
 - c) be registered for Online Banking.
- 1.2 You also need to activate individual offers before you can earn cashback.

2. Receiving cashback

- 2.1 Cashback you earn will be paid in line with the conditions that apply to the offer when you activate it.

- 2.2 We'll normally pay cashback from debit and credit card offers into your personal current account or credit card account on or before the last working day of the month after the month we receive details of your payment. This may be in a different month from when you made the payment – see example:

Example

- Friday 28th August – you activate an offer
- Sunday 30th August – you make a payment that qualifies for £10 cashback
- Tuesday 1st September – we receive details of the payment
- Friday 30th October – we pay your £10 cashback to your account

- 2.3 For direct debit offers, you may have to make a minimum number of direct debit payments before you earn cashback. This will be explained in the conditions that apply to the offer when you activate it. We'll pay cashback into your account on or before the last working day of the month after the month we receive details that you've made the minimum number of direct debit payments.
- 2.4 For credit card accounts, cashback will act as a credit and reduce any balance showing on your account. It will not replace or reduce your credit card minimum payment for that month, unless the cashback amount reduces your outstanding balance to less than your minimum payment. Details can be found in your credit card terms and conditions.
- 2.5 Working days are Monday to Friday, except bank holidays.
- 2.6 When you first register for Cashback Extras, cashback will normally be paid into your personal current account that's been open the longest. If you don't have a personal current account, then we'll pay it to your credit card account that's been open the longest. If you have more than one personal current account and/or credit card account with us, you can change which account you'd like your cashback paid into.

3. When we don't pay cashback

- 3.1 You won't receive cashback if, at the time it is due to be paid:
- 3.1.1 you no longer have a personal current account or credit card account we can pay it into;

3.1.2 you're no longer registered for Cashback Extras.

- 3.2 We won't pay you cashback on a direct debit offer if you cancel your direct debit instruction before the minimum number of direct debit payments have been paid, in line with the conditions that applied to the offer when you activated it.
- 3.3 We won't pay you cashback if doing so would break any law or regulation that applies to us.

4. Spending on joint personal current accounts and by additional cardholders on credit card accounts

- 4.1 On joint personal current accounts, our offers will match spending on your card and not on the card of the other account holder. Only the person who has activated an offer can earn cashback. We'll pay cashback into the account you choose, whether it's a joint or sole account.
- 4.2 Only the primary cardholder on a credit card account can register for Cashback Extras and activate offers. Any spending by additional cardholders will be used to generate new offers, but any cashback they earn will be paid to the primary cardholder on the account.

5. Stopping the service and withdrawing or changing offers

- 5.1 We can temporarily or permanently stop you using the service immediately and withhold any unpaid cashback if we reasonably believe that:
- 5.1.1 you're abusing the service;
- 5.1.2 you're trying to gain cashback by fraudulent or other illegal means.
- 5.2 We may withdraw the service by giving you two months' notice. If you've not broken this agreement, we'll still pay you any cashback you've earned on payments made up to the date we withdraw the service. You won't be able to earn any more cashback after this point.
- 5.3 We try to ensure that the information in the offers is accurate. If there are any errors in an offer, we may withdraw or correct it. This won't affect any offers we've already fulfilled.

6. Liability

- 6.1 We're not responsible for any loss, cost or charge you incur if Cashback Extras is unavailable or affected by an issue that is beyond our reasonable control.

Mobile alerts services

What are mobile alerts?

Mobile alerts include any mobile alerts services we offer and any service messages we may send to your mobile phone or other devices, other than those we are required to send by law or a regulator.

1. Charges for mobile alerts

- 1.1 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator or app provider.

2. Accuracy of mobile alerts

- 2.1 The mobile alerts you receive are accurate when our systems create them. The details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 2.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.

3. Changing your mobile phone number

- 3.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
 - 3.1.1 we'll continue sending alerts to your old device or number until you tell us;
 - 3.1.2 we won't be liable for any loss you suffer if someone else finds out your account information.

Cheque imaging

1. Types of cheque you can deposit

- 1.1 You can only deposit sterling cheques payable from another Halifax bank account or a participating UK bank or building society into a Halifax bank account or savings account where you are a named account holder. You cannot use cheque imaging to deposit the following cheques:
 - traveller's cheques;
 - bank giro credit;
 - electronic vouchers;
 - other non-standard cheques.

- 1.2 The cheque must be payable to you, and the name on the cheque must match the name or one of the names on the account you are paying it into.
- 1.3 You can't deposit a cheque if you've previously tried unsuccessfully to pay it in at a branch, Post Office®, ATM machine or any other place; or if we have previously refused to accept it through cheque imaging for a reason in condition 3 below.

2. Depositing a cheque

- 2.1 The cheque imaging cut-off time is 10pm and our app will tell you if the cheque deposit process was successful.
- 2.2 If it was, this means the cheque image and related details you provided were captured for processing. It does not mean the cheque itself is problem-free or that it will be paid. When we start processing the information, we may still reject the cheque for a reason given in condition 3 below.
- 2.3 You can see the status of cheques successfully deposited through our app in the Deposit History tab. This will show only cheques deposited using cheque imaging on that device. It will not show cheque-imaging deposits made on another device by you or by any joint account holder on their device. Unsuccessful deposit attempts are not recorded or displayed in our app.
- 2.4 While a cheque is being processed, its status will show as 'pending'. If the status of a cheque is shown as 'pending' or 'funds available':
 - you must not try to pay in the same cheque again using our app;
 - you must not try to pay in the same cheque again in some other way, for example, at a branch.

- 2.5 If the status of a cheque is shown as 'Rejected', a message will be displayed in Deposit History explaining why the cheque was rejected and what you can do next.

3. Why might we reject a cheque?

- 3.1 To reduce the risk of fraud, we limit the value of cheques you can pay in using cheque imaging. This means you can pay in a single cheque up to the value stated in our app, or several cheques that add up to that value on the same day. We may change these limits at any time, but you'll always see the current daily limit value displayed in our app.

- 3.2 For various reasons, we may be unable to process a cheque – please refer to your account terms and conditions for full details. When depositing through cheque imaging, the following reasons could also apply:
- it is not a type of cheque we can accept;
 - the cheque is not in pounds sterling;
 - the quality of the cheque image is not good enough.

4. What happens if we reject a cheque?

- 4.1 If you successfully deposit a cheque but we later reject it, this will show as a debit in your transactions in the Deposit History tab and the funds will no longer be available. Unless prevented by law, we'll also tell you the reason for the rejection and what you should do next.
- 4.2 A cheque can be returned unpaid even after you have paid it into your account, as explained in your account terms and conditions.

5. How long must you keep the paper cheque?

- 5.1 You must keep the paper cheque until it is showing as 'funds available' in your Deposit History. This is in case there are queries or you need to resubmit the cheque some other way.

Card freezes

What are card freezes?

Card freezes give you more control by allowing you to select how and where your card can be used.

1. Eligibility

- 1.1 To set up a card freeze, you must hold a Halifax debit card or credit card. The availability and features of each card freeze may differ between debit cards and credit cards.

2. Setting up a card freeze

- 2.1 Any card freezes you set up will apply to the card or cards you select – as identified by the 16-digit card number on the relevant cards – and to any replacement for those cards. The only exception is when you report a card lost or stolen. In this case, any card freezes you have set up will not apply to the replacement card, so if you want a card freeze to continue you will need to reset it yourself.

- 2.2 Who can set up and cancel a card freeze?

Debit cards	Credit cards
Only the named cardholder for each card	Only the primary cardholder

3. Adding and withdrawing card freezes

- 3.1 We may make new types of card freeze available at any time. If we withdraw a card freeze, we'll give you two months' notice unless we cannot do so for reasons outside our control.

4. Card freezes on lost or stolen cards

- 4.1 If you know your card has been lost or stolen, you should report this immediately by calling us or signing in to Online Banking, rather than setting up a card freeze.

5. Exceptions and liability

- 5.1 When we receive a request for payment, we'll make every effort to act on any card freezes you have set up. However, sometimes transactions you request will still go through or may be declined. This may include any 'offline' transactions that are not referred to us for prior authorisation – for example, some contactless payments and recurring transactions, such as magazine subscriptions.
- 5.2 When we consider whether or not a transaction is permitted, we rely on the information retailers give us when they request a payment. If a retailer incorrectly describes the type of transaction you are making so it doesn't match a card freeze you have set up, we may allow or decline the payment accordingly.
- 5.3 We are not responsible for any loss, cost or charge you incur if we allow a transaction you request and authorise despite having set up a card freeze. Also, we are not liable for any loss, cost or charge you incur if a payment is made or declined for reasons beyond our reasonable control.

Account information service

1. What is the account information service?

- 1.1 Our account information service allows you to keep track of your money by displaying balances and information from online payment accounts held with banks and other payment service providers in one place.
- 1.2 By adding accounts you have with other providers, we are able to show information from those accounts alongside your Halifax accounts.

2. How does it work?

- 2.1 In order to provide the service, we will access your online accounts with other payment service providers by using a dedicated interface (such as an application programme interface or “API”) set up by the payment service provider.
- 2.2 You give explicit consent for us to contact the providers of the accounts you add to the account information service, and to access and use the account information relating to those accounts.
- 2.3 Where necessary to provide the service, we will engage trusted third parties to access your accounts with other payment service providers. We will ensure that any of your data shared with third parties is secure at all times.
- 2.4 When you use the service, we may analyse your account information to give you a clearer picture and more control of your finances in a single place, enabling you to manage your money more effectively.
- 2.5 The information you provide must be accurate, complete and up to date and must not give a false impression of your identity. Your right to access and use the Service is personal to you and is not transferable.

3. What happens if something goes wrong?

- 3.1 We will be liable for loss or damage you suffer as a foreseeable result of us breaching the terms of our account information service, our failure to meet our obligations under applicable law to protect your information and keep it secure or of any obligation that can't be limited or excluded as a matter of law.
- 3.2 We will have no liability for any loss or damage arising from your use of the account information service to the extent that another of your payment service providers is responsible for that loss or damage.
- 3.3 We will not be liable for any loss or damage caused as a result of unauthorised access to the account information service or any of your accounts if:
 - a) you intentionally or negligently failed to take all reasonable precautions to protect your security details or any device used to access the service;
 - b) you failed to notify us that the service was being accessed in an unauthorised way after becoming aware of it;
 - c) you acted fraudulently.
- 3.4 When you use our account information service, if you suspect that any information shown about your accounts held with another provider is incorrect, you must contact the provider of that account.

4. Stopping the account information service

- 4.1 You can end these terms and your use of the service at any time without explanation or charge by using the 'Remove' button within our app or calling us on **0345 124 1353**.

Do you need extra help?

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com. SignVideo services are also available if you're Deaf and use British Sign Language: halifax.co.uk/contactus/sign-video

If you need support due to a disability please get in touch.

If you need to speak to the Online Banking Helpdesk call **0345 602 0000** or **+44 (0)113 279 8302** from abroad.

If you want to make a complaint, you'll find helpful information at: halifax.co.uk/contactus/how-to-complain

To speak to us, call: **0800 072 9779**, or from abroad **+44 (0)113 366 0167**. Adviser service: 24/7.

You can also visit us in branch.

Calls and online sessions may be monitored and recorded. Not all Telephone Banking services are available 24 hours a day, 7 days a week.

The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.

Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.

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.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: www.lendingstandardsboard.org.uk

This information is correct as at January 2022.

