

Online Banking Service Terms and Conditions

Effective from 30 September 2019

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Introduction

This document contains the Terms and Conditions ('Conditions') applicable to Our Online Banking Service (the 'Service'). These Conditions are in addition to Your Account Terms.

If there is a difference between these Conditions and Your Account Terms, or Our Website Legal details, in respect of Your use of the Service, then these Conditions shall apply. If there is a difference between these Conditions and Your Account Terms in respect of other aspects of Your Account, the Conditions in Your Account Terms shall apply.

Please read these Conditions carefully, print them and keep them in a safe place as You may want to refer to them in the future although You can request all appropriate information together with a copy of these Conditions, the Account Terms and full details about the Service at any time via Our Website, by contacting Us or via Our Telephone Banking Service.

Definitions

Terms used in these Conditions should be interpreted as defined in the General Terms & Conditions, with the exception of the following additional items:

'Account Terms' means the General Terms and Conditions;

'Agreement' means the agreement You enter into with Us which comprises these Conditions, Your Account Terms and the Website Legal details;

'Conditions' means these Conditions;

'Instruction' means any instruction which is given to Us through any of this Service using Your Security Details;

'Mobile Device' means a telephone or other device with access to a cellular radio system that allows users to make and receive telephone calls, text messages and utilise data services among other features, that can be used over a wide area without a physical connection to a network and through which a customer may access and use any Service such as a mobile smartphone, tablet computer, or similar service;

'Our Website' means the website address at www.santanderinternational.co.uk;

'Service' means the Online Banking Service;

'We', 'Our' and 'Us' means Santander International, which is the trading name of Santander Financial Services plc, acting through its Isle of Man and Jersey branches;

'Website Legal' means the conditions of use which govern the use of Our Website and which can be found on Our Website;

'You' and 'Your' means the person who registers for or activates the Service;

'Your Equipment' means all such compatible equipment and devices, software, communication lines (including public communication lines) and other Mobile Devices used and required by You to properly access any of the Services.

3. Online Banking Service

- 3.1 The Online Banking Service allows You to:
- obtain information relating to the balance and transactions on Your Account;
 - instruct Us to transfer money from Your Account or between Accounts You hold with Santander International;
 - use such other facilities as We may from time to time make available through the Online Banking Service.
- 3.2 To access the Online Banking Service You must have at least one active Santander International Account and be registered for Our Telephone Banking Service. Before You can use the Service You must call Our customer services team who will provide You with a Membership Number and send You an Activation Code by email.

- 3.3 Your Security Details for the Online Banking Service will consist of:
- a Membership Number; and
 - any other Security requirements We may notify to You.

We reserve the right to change the Security Details We ask for without prior notification.

If You are a joint Account Holder, each person named on the Account can register for the Online Banking Service. Each Joint Account Holder will have separate Security Details to access and use the Service.

- 3.4 Please refer to Condition 5 for details on Instructions via the Services.

4. Specification and Performance of the Service

- 4.1 We may change the minimum specification You require to access any of the Services and make operational changes to and alter the services currently available at any time. We will always notify You of such a change by either placing a message on Our Website, or by writing to you. If a change in specification results in Your Equipment becoming incompatible with Our Service, the requirements of the Service or in You being unable to perform all of the functions of the Service previously performed, You are responsible for replacing or modifying Your Equipment so that You may properly access the Service.

- 4.2 You are responsible for obtaining and maintaining Your Equipment and for ensuring that it is compatible with the Service and that You are authorised to use Your Equipment where You do not own it or a third party has rights in relation to it (for example, third party software licences or ownership of mobile devices). We have no responsibility or liability with respect to Your Equipment.

- 4.3 You must pay all telephone, mobile, internet service provider and other charges You incur in accessing and using the Service. All telephone calls between Us and You may be monitored to make sure that We carry out Your instructions correctly and will be

recorded for security, training and quality control purposes.

- 4.4 We cannot guarantee:
- the speed at which You will be able to access and use the Service;
 - Your ability to receive or the speed with which You will receive One Time Passcodes;
 - that You will have uninterrupted or continuous access to the Service.

- 4.5 We shall use reasonable endeavours to keep the Service free from viruses and corrupt files but due to the nature of the Service (in particular the fact that the Service uses the internet to communicate with You) We cannot guarantee that the Service is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable You 'virus check' information We send You through the Service. We shall not be liable for any loss or damage You suffer if Your Equipment is infected by a virus or corrupt file unless it is proven that such loss or damage is the direct result of Our negligence or deliberate default.

5. Instructions

- 5.1 When using the Service You must follow any instructions and adhere to any guidance We issue in respect of the Service. We may vary Our instructions and guidance at any time. We will tell You about changes either on Our Website or by writing to You. You should always check that You are complying with Our most up to date instructions/guidance.
- 5.2 For security reasons, it is a condition of Your Account and of the Service, that We are satisfied of Your identity. Accordingly, We will be entitled not to act on Your Instructions if We are in doubt as to Your identity.
- 5.3 Whenever You use the Service the use of Your Security Details authorises Us to act on any Instruction We receive and provide the Service You requested and We will treat Your use of Your Security Details as Your consent to conduct any payment or other instructions You give using the Service. If necessary such authorisation shall allow Us to debit Your Accounts with any amounts We have paid or charges You have incurred in connection with any such Instruction, even if the Instruction has not been authorised by You. However, Your liability for transactions carried out in connection with Instructions You have not authorised will be limited in the manner described in Your Account Terms.
- 5.4 For unauthorised, incorrect and failed payments, please see Your Account Terms.
- 5.5 You must make sure that Your Instructions and any information You give to Us is accurate and complete. If You do not and You suffer a loss We shall not be liable. It is therefore important that You take care when issuing any Instructions.
- 5.6 We may place messages or directions on Our Website (including notices of changes to the Services and changes to these Conditions, in addition to notifying You of any changes to these Terms and Conditions in accordance with Condition 11 below). You should check Our Website regularly for such messages or direction. It is Your responsibility to ensure that You update Us on any changes to Your mobile phone number and other contact details.

6. Paper-free

- 6.1 You can choose to become paper-free on all of Your eligible accounts. Becoming paper-free means that You will no longer receive paper Statements. Instead statements will be saved for You in the Service.
- You can amend Your paper-free settings at any time and Joint Account Holders will not be affected by any choice You make to Your paper-free settings. Some documents not covered by Your marketing preferences will still need to be sent to You by paper and some Accounts are paper-free only Accounts.

7. Security

- 7.1 The One Time Passcode
- 7.1.1 The One Time Passcode is an added security function integral to Your use of the Service. For the One Time Passcode to operate You must have registered Your mobile phone number with Us in respect of Your Account(s). The registered mobile phone must be able to receive calls and automated text messages from Us.
- 7.1.2 If You do not register a mobile phone number with Us You will not be able to access the Service.

- 7.1.3 You will be sent a text message containing a One Time Passcode to the mobile phone number registered with Us for use of the One Time Passcode function. This One Time Passcode and associated information contained in the text will allow You to verify and complete certain transactions when using the Service in conjunction with Your Security Details. This One Time Passcode can only be used once per transaction and will expire as soon as You use it or if Your session using a particular Service is ended before the One Time Passcode is used. The Service will prompt You when a separate One Time Passcode is required.
- 7.1.4 Repeated failure to use the correct One Time Passcode will prevent You from completing the transaction.
- 7.1.5 If You are sent a One Time Passcode to Your mobile phone but do not receive it (after checking that You have mobile reception), You can request a new One Time Passcode by requesting the transaction again.
- 7.1.6 Whenever You use the One Time Passcode function You must take all reasonable precautions to prevent anyone else from accessing Your confidential information including the One Time Passcode(s) that will be sent to You. You must never disclose Your One Time Passcode verbally to any individual even if they claim to be Our employees or agents or the Police.
- 7.1.7 We will only ever send You a One Time Passcode when You have requested specific transactions or changes to Your Account(s) whilst using the Service or We need to verify Your identity.
- 7.1.8 In requesting to use the One Time Passcode service function You agree that You will notify Us as soon as possible should any of the following occur, by telephoning **08000 84 28 88** or +44 (0)1534 885 000 from abroad;
- a) Your registered mobile phone number changes;
 - b) Your contract with Your mobile phone network operator ends;
 - c) You suspect that someone else knows Your Security Details;
 - d) Your registered mobile phone is lost, stolen or no longer under Your control. You also agree that You will notify Your mobile phone network provider if Your registered mobile phone is lost, stolen or no longer under Your control.
- 7.1.9 At Our discretion We may provide a secure token in lieu of the requirement to register a mobile phone number. This secure token will generate the One Time Passcode referred to in clause 7.1. The secure token remains Our property and must be returned to Us when We request that You do so.
- 7.2 You must:
- a) memorise Your Security Details and securely destroy anything containing Security Details as soon as You receive it. When You set or change Your Security Details, You must ensure these cannot be easily guessed, e.g. do not use Your date of birth for Your Password or Security Number. Never write down or record Your Security Details in a way that they could be understood by anyone else. Never allow anyone else to use Your Security Details;
 - b) not quote the Security Details when You contact Us unless You are providing the information to Us in response to questions We ask as part of Our security procedures when You call Our Telephone Banking Service. When You give any Security Details over the phone, You must make sure that You cannot be overheard. Neither the Police nor Us will ever contact You to ask You to reveal Your Security Details;
 - c) always access Our Online Banking Service via Our Website or by typing Our Website address into Your web browser. Never go to Our Online Banking Service from a link in an email and enter Your Security Details;
 - d) only enter an item of Your Security Details when You are requested to do so by Our Online Banking Service screen;
 - e) never use computer software or a computer browser facility to record Your Security Details apart from Your ID which You may choose to store on Your Equipment;

- f) follow any advice or guidance We give You when using any Service (for Our Online Banking Service You can visit <https://www.financialfraudaction.org.uk/consumer/advice/protect-your-onlinemobile-banking/> for useful information about protection against internet fraud);
- g) take reasonable steps to keep Your Equipment (including Your personal computer, any device and any mobile phone You have registered with Us for use of any of Our Service) secure and do not leave Your Equipment unattended without locking access to it so that it cannot be used to access or use the Service. If You lose Your Equipment, including any confidential, sensitive or personal information contained in it or it is stolen or You become aware that third parties have gained access Your Equipment You must notify Us immediately and change Your Security Details. If You fail to tell Us then We are not responsible if Your Account information becomes known to someone else where We have continued the use of the Service unaware of such loss or that a third party has gained access to Your Equipment. You should also protect Your Equipment's software from any viruses and attacks by third parties by using the latest anti-virus software and a personal firewall as appropriate;
- h) be satisfied that no other person can see, overhear or copy Your Security Details and never access the Service from any computer, mobile phone or device connected to a public internet wi-fi network or access point such as an internet café;
- i) follow the security procedures which are recommended by the manufacturer or service provider of the computer, device or mobile phone which You use to access any Service; and
- j) always be sure that You know the person You are sending money to and that You are happy with the reason You are sending money. You can find advice and guidance on how to avoid becoming a victim of common scams within the Security Centre content of Our Website.
- Our digital services may use Your location data or information about Your device in order to prevent and detect fraud. For example, We may check if You are in the country where Your payments are being made in instances where We suspect fraud on Your Account. We will not use this information for any other purpose.
- 7.3 You must tell Us as soon as You can by telephoning **08000 84 28 88** or +44 (0)1534 885 000 from abroad
- a) You become aware of any error or any suspected error in the Service or in any transaction resulting from using the Service. You should check Your Account statements carefully; or
- b) You suspect or discover that someone else knows Your Security Details or You believe that Your Security Details may have been misused.
- 7.4 We may, without obtaining Your prior permission, give information to the Police or to a regulatory authority about You with regards any misuse or abuse of Your Security Details or of the Service.
- 7.5 We may ask You to change Your Security Details at any time and for any reason. You must change Your Security Details if We ask You to. We will tell You how to use Your Security Details and how and when You need to change them.
- 7.6 If We make any change to the security procedures (such as to Your Security Details) We will tell You of Our intention to do so beforehand, unless We are unable to tell You beforehand, in which case, We will tell You immediately after We do so.
- 7.7 We can withdraw or suspend Your Security Details with immediate effect:
- a) if We believe that this is necessary for security reasons; or
- b) to prevent suspected unauthorised or fraudulent use of Your Account; or
- c) where there is a significantly increased risk that You will not be able to repay any money You owe Us; or
- d) for any reason provided for in Your Account Terms.

We may do this for example if there have been too many unsuccessful attempts to access Your Account(s) using incorrect Security Details.

- 7.8** If We withdraw or suspend Your Security Details:
- a) We will tell You beforehand, unless We are unable to tell You beforehand, in which case, We will tell You immediately afterwards;
 - b) We do not have to tell You that We are withdrawing Your Security Details, if doing so would compromise Our security or be unlawful; and
 - c) You can request new Security Details by speaking to Us at one of Our branches or by telephone. We can then reactivate and/or replace Your withdrawn Security Details as soon as possible, provided that the reason for their withdrawal or suspension no longer exists.
- 7.9** We take all reasonable steps to safeguard the security of Your confidential information when You use the Services but We cannot guarantee the security of any confidential information that is transmitted through the internet or via a mobile phone network.
- 7.10** You must always exit any Service (including any device or mobile phone) when leaving Your Equipment unattended and before You allow anyone else to use Your Equipment. Please be aware of other people around You (for example in public places such as cafés). You must close Your browser session once You have logged out of the Service and close any other device or mobile phone used to access the Service. For Your security You will be automatically logged out of the Online Banking Service after ten minutes.
- 7.11** Please act on any additional instructions We give You. Any additional instructions will reflect good security practice, taking account of developments in e-commerce.
- 7.12** It is a condition of Your use of the Service that You follow the safeguards set out in these Conditions.

8. Responsibility for Transactions when using the Service

- 8.1** Your Account Terms shall also apply in addition to these Conditions. Your Account Terms contain terms and conditions which relate to responsibility for transactions on Your Account and which detail Your and Our obligations in respect of unauthorised, incorrect and failed payments. We have the right not to refund any unauthorised transaction on Your Account in the circumstances listed in Your Account Terms and these Conditions. Please refer to Your Account Terms.
- If You dispute that You have carried out a transaction using the Service We will investigate and shall expect You to co-operate with Us and the Police in any investigations.
- 8.2** If You believe that Your Security Details may have been misused or You believe that Your Security Details have become known to another person, then You must notify Us as soon as possible by telephoning **08000 84 28 88** or if You call from overseas +44 (0)1534 885 000.
- 8.3** You will be liable for all transactions or payments requested from Your Account using the Service and/or any charges or interest incurred on the Account as a result of any of those transactions or payments or payment requests in the following cases:
- a) any misuse, fraud or abuse of any Service by You; or
 - b) You have disclosed Your Security Details to another person; or
 - c) You failed to follow any of the safeguards set out in these Conditions and Your Account Terms.

9. Encryption: Use of the Service outside the Crown Dependencies and the UK

- 9.1 The Service uses a high level of encryption and the use of such encryption may be illegal in some countries outside of the Crown Dependencies and the UK. You should ensure that You do not knowingly use the Services if this is not permitted by local law and We shall not be liable for any loss, damage or other outcome suffered by You as a result of Your use or You not being able to use the Service in these countries.

10. Termination and Suspension of the Service

- 10.1 You can end Your use of the Service at any time by telephoning **08000 84 28 88** or if You call from overseas +44 (0)1534 885 000 or by writing to Us at Customer Services, 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands. When considering whether to end Your use of the Online Banking Service please bear in mind that You may need to have access to the Online Banking Service or Telephone Banking Service in order to operate certain Accounts.
- 10.2 In addition to the provisions set out in Conditions 7.8 and 7.9 above We may close or suspend Your use of the Service, or any part of it, or withdraw any or all of Your Security Details at any time. If We decide to do this, We will wherever possible give You at least thirty days notice in writing to You unless there are exceptional circumstances, for example, We believe You are no longer eligible for the Account, You have given Us false information or have otherwise acted dishonestly in Your dealings with Us, You or someone else are using the Account illegally or fraudulently, You have acted abusively or violently towards Our members of staff or You are in significant breach of these Conditions (or if You have failed to remedy a breach where We have asked You to do so), where We may give You immediate notice or less than thirty days notice.
- 10.3 For security reasons Your Security Details enabling You to access the Service will be automatically de-activated if You have not carried out any transactions using the Service for any twelve month period commencing from the date of the last transaction You made using the Service. The de-activation will occur at the end of any such twelve month period after which You will no longer be able to carry out any transactions using the Service. We will send You a reminder not less than thirty days before any de-activation date.
- If You wish to re-register for access to or use of Our Service You can do so via Our Website or You can use Our Telephone Banking Service to request new Security Details.
- 10.4 If We need to carry out maintenance or improvement work to the Service or if We are required to do so by circumstances beyond Our control We may have to withdraw or suspend the Service so that it ceases to be available to any of Our customers. If We do this, We will give You prior notice by either putting a notice on Our Website or by letter sent to Your Correspondence Address last made known to Us. We may be unable to give You prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond Our reasonable control.
- 10.5 Your use of the Service will end automatically if You close all of your Accounts.
- 10.6 If Your use of the Service ends:
- rights and liabilities which have accrued at that time will continue to apply between Us;
 - any of these Conditions that can continue to apply will do so;
 - We may still carry out Instructions received from You but not processed by Us at that time.

11. Changes to these Conditions

- 11.1 We may change these Conditions at any time provided We give You notice as described in these Conditions.
- 11.2 If We wish to make a change to these Conditions, We will give You:
- a) at least thirty days notice of any change to a Condition that relates to any withdrawal or payment service that We provide as part of the Service; or
 - b) at least thirty days notice of a change to any other Condition that is to Your disadvantage; or
 - c) otherwise, We will give You notice within thirty days of making that change.
- 11.3 With regard to Condition 11.2 a) above, at any time up to thirty days from the date of any such notice given and with respect to Condition 11.2.b) above, at any time up to thirty days of any such notice given You may, without notice, stop using the Service immediately, without charge. If You do not notify Us that You are not happy with any of the changes before the end of the relevant notice period, You will be deemed to have accepted the changes. We will tell You about any change provided for in Condition 11.2.c) within the thirty days by displaying a notice on Our Website.
- 11.4 We can give You notice in any of the following ways: a notice displayed on Our Website, by post or by any other means We deem necessary.

12. General

- 12.1 You may not pass on to anyone else any of the rights, obligations or interests created in these Conditions but, subject to any legal requirements, We may do so at any time.
- 12.2 Apart from You and Us, no other person has any right to enforce any of the terms of these Conditions.
- 12.3 Each of these Conditions is separate from all other Conditions, so that if one is found to be invalid or unenforceable this will not affect the validity of any of the others.
- 12.4 If We do not enforce any of the rights We have under these Conditions, or if We delay in enforcing them, that does not stop Us from taking any action to enforce Our rights in the future.
- 12.5 The headings used in these Conditions are for ease of reference only and shall not affect the meaning of these Conditions.
- 12.6 We or You may contact each other by post, telephone, electronic mail or by any other means We agree. We may ask You such security questions as are necessary to confirm Your identity.
- 12.7 The law applicable to these Conditions and the courts having jurisdiction in the event of any dispute arising hereunder shall be as set out in Your Account Terms.
- 12.8 These Conditions are available only in English and all communications from Us will be in English. We will only accept communications and instructions from You in English.

To find out more



08000 84 28 88 if calling from a UK landline or mobile,
or +44 (0)1624 641 888 if calling from overseas.
Monday to Friday 9am to 5pm (UK time), except Wednesdays when we open at 9.30am.



Write to us at:

Santander International
PO Box 123, 19-21 Prospect Hill,
Douglas, Isle of Man IM99 1ZZ,
British Isles



Visit us at:

19-21 Prospect Hill,
Douglas, Isle of Man IM1 1ET,
British Isles
or
13-15 Charing Cross,
St Helier, Jersey JE2 3RP,
Channel Islands



santanderinternational.co.uk



info@santanderinternational.co.uk

Santander International is able to provide this document in large print, Braille and audio CD. If you would like to receive this document in one of these formats, please contact us.

Santander International is the trading name of Santander Financial Services plc, Jersey Branch and Santander Financial Services plc, Isle of Man Branch.

Santander Financial Services plc is incorporated in England and Wales with number 2338548 and its registered office is 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom. Santander Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Santander Financial Services plc's Financial Services Register number is 146003. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register. Santander Financial Services plc, Jersey Branch has its principal place of business at 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands and is regulated by the Jersey Financial Services Commission. Santander Financial Services plc, Isle of Man Branch has its principal place of business at 19-21 Prospect Hill, Douglas, Isle of Man, IM1 1ET and is regulated by the Isle of Man Financial Services Authority. www.santanderinternational.co.uk

All accounts opened with Santander Financial Services plc, Jersey Branch have situs in Jersey and therefore are not covered by the Financial Services Compensation Scheme established under the UK Financial Services and Markets Act 2000 or by the Isle of Man Depositors' Compensation Scheme. Santander Financial Services plc, Jersey Branch is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs, or on request.

All accounts opened with Santander Financial Services plc, Isle of Man Branch have situs in the Isle of Man and therefore eligible deposits are covered by the Isle of Man Depositors' Compensation Scheme as set out in the Isle of Man Depositors' Compensation Scheme Regulations 2010 and not covered by the UK Financial Services Compensation Scheme or by the Jersey Bank Depositors Compensation Scheme. Full details of the Scheme and banking groups covered are available at the Isle of Man regulator's website, www.iomfsa.im/consumers, or on request.

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