

# General Terms and Conditions

**Effective from 28 February 2025**  
**Please read and keep for future reference**

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## Introduction

Santander International is the registered business name of Santander Financial Services plc, acting through its Jersey Branch ('Santander Financial Services plc, Jersey Branch') in relation to Accounts located in Jersey and acting through its Isle of Man Branch ('Santander Financial Services plc, Isle of Man Branch') in relation to Accounts located in the Isle of Man.

These General Terms and Conditions set out the rights and obligations of You (the Customer) and Santander Financial Services plc, Jersey Branch and/or Santander Financial Services plc, Isle of Man Branch for all Accounts held with Santander Financial Services plc, Jersey Branch and for all Accounts held with Santander Financial Services plc, Isle of Man Branch other than those stated on the front cover. These General Terms and Conditions and the signed and completed application form and the Mandate contained therein which together are referred to as these Terms and Conditions together with any additional conditions that apply to any products and/or services that You have with Us constitute the entire contract between You and the Relevant Branch of Santander Financial Services plc.

These Terms and Conditions should be read carefully before signing the application form. These Terms and Conditions may be varied by Us – please see clause A11.4 and apply to all Our Accounts that We may offer from time to time. When We refer to Your Account this means the relevant term or condition applies to all Your Accounts. Where a term or condition only applies to one of Your Accounts, We make this clear. In some places these Terms and Conditions refer to details, for example Our interest rates and charges, which We provide separately from these Terms and Conditions. You can print a copy of these Terms and Conditions and view the interest rates and charges for Your Account by visiting Our Website [santanderinternational.co.uk](http://santanderinternational.co.uk).

For the purposes of these Terms and Conditions the English language will be the contract language. By signing the declaration on Our application form or any other relevant form which makes reference to these Terms and Conditions, You are confirming that You accept and fully understand the meaning of these Terms and Conditions.

Santander Financial Services plc, Jersey Branch trading as Santander International accepts deposits as principal in Jersey and Santander Financial Services plc, Isle of Man Branch trading as Santander International accepts deposits as principal in the Isle of Man. Santander Financial Services plc, Jersey Branch and Santander Financial Services plc, Isle of Man Branch shall be referred to together in these Terms and Conditions as 'We' or 'Us' or 'Our' or 'the Bank'. Santander Financial Services plc's ultimate parent undertaking and controlling organisation is Banco Santander, S.A., a company incorporated in Spain.

## Definitions

Terms used in these Terms and Conditions should be interpreted as follows:

**'Account'** means Your Santander International Account or Your Santander International Fixed Deposit Contract operated and maintained by Us in Your name.

**'Account Specific Conditions'** means the specific conditions that relate to Your Account type.

**'Account Terms'** means these General Terms and Conditions.

**'Additional Services'** means any additional services We agree to provide.

**'Advice'** means a written confirmation of a Foreign Exchange transaction or fixed deposit instruction.

**'Anniversary Date'** is the date each year on which annual interest is paid. This relates to Fixed Deposit Contracts.

**'AER'** means Annual Equivalent Rate and shows what the interest rate would be if We paid interest and added it to Your Account each year.

**'ATM'** means an Automated Teller Machine.

**'Authenticated Telegraphic Advice'** or **'Authenticated Swift Message'** means a message received from another financial institution from which an irrevocable notification of receipt or payment of funds can be accepted.

**'Authenticated User'** refers to a customer who has accessed either the Telephone Banking service, Online Banking service or Mobile Banking service by entering their valid security details or security information.

**'Available Balance'** means the cleared credit balance on Your Account from time to time which is available for withdrawal using Your Visa Debit Card. In calculating the Available Balance, We may take into account any commitments We have given to Visa Merchants to debit Card Transactions to Your Account but have not yet debited Your Account and any other amounts which We know are due to be debited from Your Account. It also excludes any cheques which are still in the process of being cleared. It does not include any balances You may have on other Accounts held with Us.

**'BACS'** means the Bankers Automated Clearing Service and its successors.

**'Base Rate'** means for Sterling accounts the Bank of England's current official bank rate; for US dollar accounts this is the US Federal Reserve funds rate; and for Euro accounts this is the European Central Bank's deposit facility rate.

**'BIC'** means the Bank Identifier Code.

**'Block or Blocked'** means where We suspend/freeze Your Account and/or services.

**'Business Day(s)'** include Monday to Friday with the exception of declared bank and public holidays in the Relevant Jurisdiction. Bank and public holidays in the appropriate country or jurisdiction of the currency in which Your Account is held may affect Our ability to provide Our full banking service, or may also cause a corresponding delay in the clearing or processing of transactions.

**'Business Hours'** means between 9am and 5pm (UK time) on a Business Day, except on Wednesdays when Our Business Hours are 9.30am to 5pm.

**'Call Account'** means any Account from which funds can be accessed immediately, excluding the Gold Account or the Instant Access Savings Account.

**'Card(s)'** means the Visa Debit Card(s), which have been issued to You and embossed with Your name.

**'Card Facilities'** means the Visa services described in Section E, Visa Debit Cards.

**'Card Transaction'** means any purchase or cash withdrawal made with Your Card that You have authorised.

**'CVV'** means the Card Verification Value number and is the last three digits which appear on the signature panel on the back of Your Card which You may be asked for when making purchases over the telephone or online.

**'Certified Copy'** means a copy of the document We require as certified by those We deem appropriate. Please refer to Our 'Documents You need to provide' leaflet for more information.

**'CHAPS'** means the Clearing House Automated Payments System and its successors.

**'Chip'** means a microchip embedded in the front of the Visa Debit Card.

**'Cleared Funds'** means the funds available for withdrawal or available to spend.

**'Commencement Date'** means the first Business Day of a Fixed Deposit Contract.

**'Controlling Person'** means the natural person(s) exercising control over the business, company, partnership or trust. In the case of a trust, this could include the settlor, the trustees or the beneficiaries, including persons holding equivalent roles irrespective of their title.

**'Correspondence Address'** means an address, other than Your Residential or Registered Address, which You have asked Us to send correspondence to. If You have not provided Us with a Correspondence Address then We will use Your Registered Address or Residential Address.

**'Country of Residence'** means the country in which You have Your permanent Residential Address at the place where You ordinarily reside, i.e. where You spend most of Your time in any year, and under applicable Exchange of Information legislation or other applicable legislation where You are classed to reside for tax purposes.

**'CRS'** means the Common Reporting Standard, the global standard for automatic exchange of tax information developed in the context of the Organisation for Economic Co-operation and Development (OECD), under which We may be required to pass information about You and Your Account(s) to the Tax Authorities of the Relevant Jurisdiction.

**'Customer Due Diligence' ('CDD')** refers to appropriately certified documents that verify Your identity and Residential Address.

**'Date of Receipt'** means the actual Business Day when We receive items such as cheques for processing.

**'Day Count'** means the common convention that defines the way We calculate accrued interest. These are actual/365 days per year for Sterling and actual/360 days per year for US dollars and Euro.

**'Direct Debit'** means a payment out of an Account with Your authorisation, arranged by the organisation that receives the money. Direct Debits are covered by the Direct Debit Guarantee, further details of which can be found at [www.directdebit.co.uk](http://www.directdebit.co.uk).

**The 'Direct Debit Guarantee'** means:

- o If the amounts to be paid or the payment dates change, the organisation collecting the payment will notify You normally within 10 working days in advance of Your Account being debited or as otherwise agreed
- o If an error is made by the organisation or Your bank or building society, You are guaranteed a full and immediate refund from Your branch of the amount paid
- o You can cancel a Direct Debit at any time by contacting Your bank or building society. We also recommend You notify the organisation concerned.

**'Dispute'** means You are in disagreement with another Account holder regarding Your Account.

**'European Union' ('EU')** means a regional organisation comprising of European Union member states.

**'European Union Resident Individual'** means an individual person who is resident in the European Union or other jurisdiction which is subject to the Exchange of Information legislation or any similar savings taxation agreements or legislation.

**'EEA'** means the European Economic Area.

**'Embargo'** means a relevant government order that restricts specified commercial activities with a country.

**'Euro'** or **'€'** means the currency of the European Union issued by the European Central Bank.

**'Exchange of Information' ('Eoi')** means the automatic exchange of information of interest paid to individuals, corporations or trusts and identity details or such other information as may be required by the local Tax Authority of the Relevant Jurisdiction in order that the Bank complies with the CRS, FATCA and similar regulations.

**'Faster Payments'** means the Faster Payments Scheme which is a free and secure service to transfer money up to proscribed limits between accounts.

**'FATCA'** means the USA's Foreign Account Tax Compliance Act under which We may be required to pass information about You and Your Accounts to the Tax Authorities in the Relevant Jurisdiction.

**'Foreign Currency'** means any currency other than Sterling.

**'Foreign Exchange'** means converting funds from one currency into a different currency.

**'IBAN'** (International Bank Account Number) is a European standard, used to identify each unique bank account.

**'Inactive'** means an Account which has not had any transactions in the last two years.

**'Individual'** means each individual person operating an Account with Santander International.

**'Isle of Man Dormant Assets Act'** means the Dormant Assets Act 2019.

**'Isle of Man Dormant Assets Fund'** means the fund established under the Isle of Man Dormant Assets Act.

**'Jersey Dormant Accounts Law'** means the Dormant Bank Accounts (Jersey) Law 2017.

**'Jersey Reclaim Fund'** means the fund established under the Dormant Accounts Law.

**'Joint Account'** means an Account that is held by You and another person(s) with Us. Joint Account holders are jointly and severally liable for any funds, deposits, withdrawals and general up keep of the Account, in line with the agreed terms and conditions of Your Account(s).

**'Legal Order'** means an order issued by any authority, which is legally binding on the Bank.

**'Mandate'** means the signing instructions for the operation of the Account as contained within Our application form or any of Our other forms.

**'Maturity Date'** means the final Business Day of a Fixed Deposit Contract.

**'Membership Number'** means the unique number which forms part of Your personal Security Details for accessing Our Telephone Banking and Online Banking service.

**'Minimum Balance'** means the minimum amount of money required to open, maintain and earn interest on an Account.

**'Mobile Banking service'** means the services which can be performed via Our mobile banking app, which can be accessed by entering the correct Security Details. The service provides secure access to personal and Account information, as well as the ability to request transactions and amendments, and generate One Time Passcodes for use with Our Online Banking service.

**'Non-Personal Account'** means an Account held by an entity, sole trader or someone other than a natural person.

**'Notice Account'** means any Account on which funds cannot be accessed immediately and where a period of notice must be given before funds can be withdrawn.

**'Notice Period'** means the number of calendar days that is specified by the terms of the Notice Account held that must be given before a withdrawal can be made. The period starts from the Business Day We receive Your notification for the amount specified and this period of notice cannot be waived. Funds held on the Notice Account will continue to earn interest up to, but not including the date of withdrawal. If the withdrawal date falls on a Saturday, Sunday or public holiday then the withdrawal will be processed on the next Business Day.

**'Ombudsman'** shall mean the Channel Islands Financial Ombudsman for Accounts held with Santander Financial Services plc, Jersey Branch and the Isle of Man Financial Services Ombudsman for Accounts held with Santander Financial Services plc, Isle of Man branch.

**'One Time Passcode' ('OTP')** sent from the Bank to the customer's registered mobile phone number and/or registered personal email address, for the purpose of registering for Our Online Banking service and Mobile Banking service for the first time and for new payments made through the Online Banking service.

**'Online Banking service'** means the services which can be performed via Our Website, which can be accessed by entering the correct Security Details. The service provides secure access to personal and Account information, as well as the ability to request transactions and amendments to Your Account.

**'Online Log-On Password'** means the personal password that You use together with other personal Security Details to access Your Account(s) via the Online Banking service.

**'PIN'** means the unique Personal Identification Number issued to You for use with Your Card. Where two or more cards are issued on the same Account, each PIN will be different.

**'Payment Account'** means an Account will be a Payment Account unless it has some form of restriction on how money can be paid in or out of that Account. Examples of Payment Accounts include ordinary current accounts, instant access customer accounts and instant access savings accounts, where money can be paid in and out with minimal restrictions.

**'PIN Advice'** means the notification We will send You containing Your PIN.

**'Provision of Services Letter'** means correspondence We send to You confirming the interest rates, minimums and maximums, tariffs or non-standard charges which apply to Your Account and which may vary from time to time.

**'Relevant Branch'** means Santander Financial Services plc, Jersey Branch where Your Account is located (or is to be located) in Jersey and Santander Financial Services plc, Isle of Man Branch where Your Account is located (or is to be located) in the Isle of Man.

**'Relevant Jurisdiction'** means Jersey where Your Account is located (or is to be located) with Santander Financial Services plc, Jersey Branch and the Isle of Man where Your Account is located (or is to be located) with Santander Financial Services plc, Isle of Man Branch.

**'Renewal Card'** means a new Debit Card issued to You before the expiry date of Your old Debit Card, which bears the same Card number.

**'Residential Address'** means Your principal place of residence.

**'Safe Correspondence Address'** means an address deemed by Us as being located in a country that does not have a high risk of mail interception. To confirm if Your Correspondence Address meets this requirement please contact Us.

**'Same Day Value'** means in the case of a payment received by Santander International, the application of the funds are made on the same day as they are received by Us. In the case of a payment leaving Santander International, the receipt of the funds by the beneficiary on the same day the payment is sent by Us and in the case of a transfer between two Santander International Accounts means that funds are debited and credited on the same day.

**'Sanctions'** means a set of restrictive measures which are placed on a country, regime, individual or entity.

**'Security Code'** means a 6-digit numeric security identification code chosen by You and used in the identification process and to access the Online Banking service and Mobile Banking service.

**'Security Details'** means Your personalised information used to remotely access Our services, and includes Temporary Online Activation Code; Online Log-On Password; Membership Number; Security Code and any other security information used to access Our services. Security Details are used for authentication purposes when You use the Telephone Banking service, Online Banking service or Mobile Banking service.

**'Settlement Date'** means for payments in foreign currency, the date on which the currency will be delivered to the beneficiary's bank. This is usually the date on which funds are made available to the beneficiary, although the bank sending the payment cannot control this.

**'Signatory'** means any person or persons authorised by You (including You) and notified to Us by way of a Mandate to make payments or give instructions relating to Your Account.

**'Situs'** means the jurisdiction in which Your Account is held, that affects which depositor compensation scheme, Regulator, Ombudsman, data protection, probate and other laws apply to Your Account.

**'Source of Funds'** means information that gives Us an understanding about a specific deposit.

**'Source of Wealth'** means information that gives Us an understanding about the origins of Your total net worth.

**'Spot Value'** means two Business Days forward from the trade date and usually refers to a Foreign Currency transaction.

**'Standing Order'** means an instruction You give to Us to pay an amount of money regularly to another bank account.

**'Statement'** means the record of transactions issued periodically for a particular Account.

**'Sterling'** or **'£'** means the currency of the United Kingdom, Channel Islands and the Isle of Man.

**'SWIFT'** means the Society for Worldwide Interbank Financial Telecommunications.

**'Tax Authority'** means the competent authority charged with the collection of taxes in any country, or Exchange of Information.

**'Telephone Banking service'** means once You have been successfully authenticated You may authorise Us to carry out Your telephone instructions including instructions to make payments to third parties and Account closure.

**'Temporary Online Activation Code'** means the temporary Activation Code that We will provide to You which You will use (together with Your Security Details) to access the Online Banking service for the first time. You will be required to change Your Online Log-On Password after Your initial log-in to the Online Banking service.

**'Total Relationship Balance'** indicates the overall balance held by a customer.

**'UK Base Rate'** means The Bank of England's official bank rate, which is set by the Monetary Policy Committee.

**'UK Clearing System/Sterling Area'** means the general expression for banks offering accounts and using shared payment processing systems in the United Kingdom, Channel Islands and Isle of Man.

**'US dollars'** or **'\$'** means the currency of the United States of America.

**'Variable Rate'** means an interest rate that can be changed by Us.

**'Verified by Visa'** means the online program designed to make online purchase transactions safer by authenticating a cardholder's identity at the time of purchase.

**'Visa ATM'** means an Automated Teller Machine operated by a Visa Bank that is open for the use of Visa Debit Cardholders.

**'Visa Bank'** means any financial institution, which is a member of Visa International.

**'Visa Member'** means financial institutions or other entities that use or offer for use Visa Products and services in and/or outside the Territory under sublicense from Visa Europe or an affiliate of Visa Europe.

**'Visa Merchant'** means a retailer or other organisation, which has an agreement with a Visa Bank to accept Visa cards.

**'Website'** means [www.santanderinternational.co.uk](http://www.santanderinternational.co.uk)

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

**'Written Notice'** means a written communication to You, using contact details registered with Us at the time We prepare the communication and which We may send electronically through our Online and Mobile Banking services (if You have registered for those services), or by another messaging system such as email, or by post to the Correspondence Address We hold for You.

**'You/Your'** means all customers in whose name the Account is held, as well as any third party who has been authorised to sign on the Account by the customers in whose name the Account is held.

## Section A – General Terms and Conditions

Section A contains general Terms and Conditions that are applicable to all of Our Accounts and services. For additional clauses that are specific to individual Accounts and services please refer to Section B onwards.

### A1 Opening and operating Your Account.

- A1.1 To open an Account, You must be at least 16 years old, unless otherwise stated in the Account Specific Conditions, and not be restricted in Your Country of Residence from opening an Account with Us. We are not able to give advice in this respect.
- A1.2 Account acceptance will be at Our sole discretion.
- A1.3 Your Account will be opened with Isle of Man situs. If You are Jersey resident, then Your Account will be opened with Jersey situs. Unless otherwise agreed by Us.
- A1.4 You must complete the application forms and supply all documentation that We request, to meet Our Account opening procedures. In order for Us to meet legal and regulatory requirements and fulfil Our own internal Know Your Customer ('KYC') and Customer Due Diligence ('CDD') obligations, We require You to provide Us with documentary evidence of Your identity, current permanent Residential Address, tax residency and financial information. The Account that You have applied for will not be operational until We are satisfied that Our legal and regulatory obligations have been fulfilled. We reserve the right to refuse any application and to request further documentation at any time or to refuse any application. If an application is refused, We are not obliged to furnish You with a reason for such refusal.

- A1.5 The maximum number of named Individuals permitted on any Personal Account is four.
- A1.6 For the initial deposit, electronic transfers are preferable. If a cheque or draft is used they can only be accepted if they are drawn on an Account in the name of the applicant(s) or have been issued by a bank, a financial institution, a solicitor or lawyer and made payable to the applicant(s) or to Us with the applicants' name. We reserve the right to request additional information to verify the Source of the funds and to refuse any deposit without being obliged to furnish You with a reason for such refusal.
- A1.7 Existing customers may activate the Online Banking service by calling Us. In order to have Online Banking You are required to also register for Our Telephone Banking service. Existing customers may also register for Our Mobile Banking service once You have activated Online Banking.
- A1.8 By accepting these Terms and Conditions, all named Account holders of a Joint Account agree that any money held in joint names should be payable to and held for and to the order of the survivor(s). In the event of death of an Account holder, We will require an original or a Certified Copy of the death certificate before We can remove the deceased's name from a Joint Account. We will accept the signature(s) of the surviving Account holder(s) as authority for withdrawals.



- A1.9 In the event of death of a sole Account holder, the funds in the Account will be Blocked by Us until We have seen an original or a suitably Certified Copy of the death certificate, at which time the executor(s) or administrator(s) of the deceased's estate will be entitled to obtain information from the Bank in order to apply for a local Grant of Probate in the Relevant Jurisdiction or for Letters of Administration to be issued. Exceptionally, at Our discretion and within the limits allowed by the local law of the Relevant Jurisdiction under the small estates exemption clause, We may release the balance to the named executor(s) or administrator(s) without production of a local Grant of Probate in the Relevant Jurisdiction or Letters of Administration, upon their completion of an indemnity in favour of Us. We will also require production of satisfactory documentary evidence of identity and current address of each executor or administrator. Otherwise We will require a Certified Copy of the Grant of Probate or Letters of Administration before doing so. The Terms and Conditions of individual Accounts will still apply.
- A1.10 On receipt of a notification of a Dispute between the holders of an Account, the Account will be Blocked, together with any associated cards, pending resolution of the Dispute. Any one Account holder may notify Us of a Dispute, but until all Account holders agree a resolution, withdrawals and credits except for Standing Orders and Structured Product returns on the Account will only be permitted upon receipt of signed instructions by all Account holders. We may also ask for the return of any unused cheques and cards. We reserve the right to debit the Joint Account for any outstanding Card Transactions received after notification of the Dispute.
- A1.11 All named Account holders of an Account shall be responsible and liable, both jointly and severally as individuals, for any amounts owing to Us and for any funds, deposits, withdrawals and general up keep of the Account, in line with the Terms and Conditions of Your Account(s).
- A1.12 Any amendment to the current Mandate requires the agreement of all existing named Account holders of the Account and the completion of a new Mandate.
- A1.13 We will hold records of transactional data on Your Account in accordance with the requirements of the applicable Financial Services and Data Protection laws in the Relevant Jurisdiction.
- A1.14 Where You have given Us an address(es); telephone number(s) and/or an email address(es), We assume the right to use these as a means of communication with You.
- A1.15 We may refuse to carry out or allow any transaction or information amendment if We are not reasonably satisfied of the identity or authority of the person requesting the transaction or the lawfulness of the transaction.
- A1.16 All the information we give you and all communications from us will be in English. We will only accept communications and instructions from you in English.
- A1.17 Any Accounts opened subsequent to Your initial application are bound by the same Terms and Conditions and any additional Terms and Conditions or amendments that apply to Structured Products, Fixed Deposit Contracts, limited edition Accounts or other specific Account terms. New Accounts can be opened by telephone or in writing without the need for a further application form provided sufficient valid identification documentation for You is held by Us.
- A1.18 We will regularly review the information You hold with Us, to ensure that Our KYC/ CDD information remains up to date. Should Your information need to be updated We will endeavour to contact You to inform You. Should We not receive the information We require from You within the period We specify We reserve the right to Block Your Debit Card; transactions on Your Account; Your Online Banking service; Your Mobile Banking service; and Telephone Banking service, until the information We require is received.
- A1.19 If You do not make any transactions on Your Account for two years then We may treat Your Account as being Inactive to reduce the risk of fraudulent activity. This means We may stop sending You correspondence including Statements, letters and cards. To make Your Account active again, You may be required to provide additional information, including proof of Your identity and other sufficient information about You in accordance with clause A11.1.

- A1.20 Santander Financial Services plc, Jersey Branch participates in the Jersey Reclaim Fund, established under the Jersey Dormant Accounts Law. Santander Financial Services plc, Isle of Man Branch participates in the Isle of Man Dormant Assets Fund, established under the Isle of Man Dormant Assets Act. The aim of the Jersey Dormant Accounts Law and the Isle of Man Dormant Assets Act is to allow for the transfer of balances in bank accounts which have been deemed "dormant" (i.e. accounts where contact has been lost with the customer for 15 years or more) to the Jersey Reclaim Fund and the Isle of Man Dormant Assets Fund, respectively, where they can be distributed for the benefit of the community, while protecting the rights of customers to reclaim the funds.
- A1.21 We retain the right to block, return or refund any transactions made to or received from countries that are subject to Sanctions. We will not knowingly process any transaction which could breach any Sanction imposed by governmental, regulatory or other authorised authorities in any relevant jurisdiction, which is likely to result in a loss of the customer's funds or any form of penalty being imposed upon the Bank.
- A1.22 We may restrict Your access to certain services where, for example:
- o We reasonably believe that You have not kept Your security credentials or any devices, including Your debit card, safe;
  - o We suspect that Your security credentials or devices have been used fraudulently or without your permission;
  - o We reasonably believe it is appropriate to do so in order to protect Your Account;
  - o We reasonably suspect that Your Account has been or is likely to be used for an illegal purpose.
- If We can, We will explain why We have taken the decision to restrict access however there may be certain instances where We are unable to do so, for example for legal, regulatory or security reasons.
- A1.23 If We discover that We are unable to contact You, We may employ a tracing agent to locate You, or Your heirs. Where a charge is incurred for this service, We reserve the right to deduct this, or a reasonable proportion of it, from Your Account.
- A1.24 You must advise Us as soon as possible in writing, or in person at Our branch, or by telephone, providing You have registered for Our Telephone Banking service and are successfully authenticated, when You change Your:
- o name
  - o Residential or Correspondence Address
  - o phone number
  - o email address
  - o occupation or employment details
  - o Country of Residence
  - o nationality/dual nationality.
- Please note for security reasons, You cannot change Your address using the Online Banking service or Mobile Banking service. If We do not hold correct information We may Block Your Account to protect both You and Us.
- A1.25 If Your existing Account is no longer meeting Your needs, please get in touch so that We can help to check if We have an alternative account that is more suitable.

## **A2 Closing Your Account**

- A2.1 If You wish to close Your Account, You must give Us written instructions, which must be signed in accordance with the Account Mandate and sent to Us by post, or by notification using Our Telephone Banking service for Authenticated Users. It may take up to 5 Business Days to close Your Account. For security reasons, You cannot close Your Account using Our Online Banking service or Mobile Banking service.
- A2.2 If You do not fund Your Account within six months of opening, or Your Account has had a zero balance for more than six months, then We reserve the right to close the Account without giving You notice. A closing Statement will be sent to the correspondence address We hold on record for You.
- A2.3 We may close Your Account(s) at any time and repay the balance to You, together with any interest due. We are not obliged to give You a reason for doing so. If We decide to do this, We will normally give You 30 calendar days Written Notice unless there are exceptional circumstances that require Us to close the Account immediately. If We do not receive a response from You within 30 days of Our communication to close the Account, We reserve the right to pay funds to an internal holding account.

- A2.4 We reserve the right to close Your Account(s) if, in accordance with Our internal company policy, the Account/Accounts is/are being used for transactions related to cryptocurrencies and/or crypto assets.
- A2.5 We may also close Your Account(s) with Us by transferring Your funds to an internal holding account if We cannot trace You after We have made reasonable enquiries (see clause A1.23).
- A2.6 When Your Account is closed, these Terms will continue to apply to Your Account until any cheques drawn on it and other amounts You owe on it have been paid. This includes any Visa Debit Card transactions which are yet to clear.
- A2.7 Once a Closing Instruction has been provided You must cease using Your Visa Debit Card and or cheque book immediately.
- A3 Telephone Banking service**
- A3.1 We provide a Telephone Banking service, on all Business Days. Please refer to the contact numbers, which can be found at the back of this document for service availability. For Your protection and to help Us improve the quality of Our service, We will record and may monitor Your telephone calls with Us.
- A3.2 You must keep Your Security Details secure and not disclose them to anyone else. You will be liable for any transactions where:
- a) You have failed to take adequate precautions to keep Your details secure,
  - b) You have authorised the carrying out of the transactions or the access or use of the service, or
  - c) You have acted fraudulently.
- A3.3 You may authorise Us to carry out Your telephone instructions (including instructions to make payments to third parties and Account closure), providing You use the Telephone Banking service and You have been successfully authenticated. We reserve the right to carry out any additional identity check(s) in connection with this service.
- A3.4 In consideration of the Bank acting in accordance with telephone instructions received from You, or which purport to have been given by You, in conjunction with Your Security Details, You agree to indemnify the Bank and to keep the Bank indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses in relation to the Bank acting on such instructions and You irrevocably authorise the Bank to debit Your Account in respect of all amounts chargeable to You as a result of receiving and acting on instructions in accordance with this arrangement.
- A3.5 We may refuse to carry out any instructions if they involve a transaction exceeding a particular value or if We feel there is a reason to do so, such as a suspected breach of security. We are not obliged to provide You with a reason. We will endeavour to notify You of Our refusal within one Business Day of making Our decision. We will not tell You if the law or relevant regulation prevents Us from doing so.
- A3.6 Should a further Account be opened in the same name(s) with identical signing instructions, the same Security Details will be applied to this Account once the Account opening is complete.
- A3.7 You may cancel or amend an instruction given to Us using the Telephone Banking service, providing this notification is received by Us one Business Day before the day the transaction is to be actioned. Thereafter, We will do the best We can to comply with the request, providing We have not already actioned the instruction.
- A3.8 Whilst We reserve the right to verify the authenticity of any instructions received We have no further obligation to do so, providing You are an Authenticated User. We have no responsibility in the event that Your Security Details come into the possession or knowledge of unauthorised persons through no fault of Our own.

A3.9 For Your protection and to prevent fraud, if repeated attempts are made to access the Telephone Banking service using incorrect Security Details, the Telephone Banking service will be automatically locked after a predefined number of attempts. In this event and for Your security, We will reset Your Security Details only when You have successfully answered Our security questions, which will enable Us to correctly re-validate You as the Account holder.

#### **A4 Deposits**

A4.1 Once Your Account is open, with the exception of Fixed Deposit Contracts, We will accept cheques or drafts but only if they are in Sterling and drawn on a bank in the Sterling Area. All items must be payable to the Account holder or Santander International and the Account holder's name. We reserve the right to request additional information to identify the source of the funds and to refuse any deposit.

A4.2 You may deposit funds into Your Account by electronic transfer from another bank; please refer to Our Electronic Transfers leaflet or Website for details of how to send funds to Us electronically.

A4.3 Please refer to Our Charges leaflet which can be found on Our Website or call Us for details of charges for which You may be responsible when sending electronic transfers to Your Account.

A4.4 We will action all electronic transfers that require a Foreign Exchange transaction received by 3pm (UK time) at the prevailing exchange rate on the day of receipt. Transfer instructions received after 3pm (UK time) may be actioned on the next Business Day, unless We have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT Message before 3pm (UK time) on the date of receipt. Unless We have agreed a specific exchange rate for a transfer instruction received after 3pm, We reserve the right to use the prevailing exchange rate on the next Business Day when the Foreign Exchange transaction is executed. Payments involving Foreign Exchange may be Same Day/Next Day or Spot Value depending on the currencies involved.

A4.5 Funds will be applied to the Account number or IBAN, quoted. In the absence of an Account number or IBAN being quoted or the quoted Account or IBAN being closed, We reserve the right to apply the funds to any Account held by You in the same currency as the funds. In the absence of an Account held by You in the same currency as the funds, We reserve the right to convert the funds and credit the proceeds to an Account held in Your name in a different currency without prior notification. We reserve the right to return funds to the remitter if We are unable to identify an appropriate Account to apply Your funds to, or if the remitting bank has failed to include full details of the remitter in line with international banking requirements.

A4.6 (1) Sterling cheques (drawn on a bank in the Sterling Area) credited to a Sterling Account will be processed in accordance with the standard industry clearing cycle. Sterling cheques drawn on another Account with the Bank will receive value for interest purposes on the date of credit to the Account.

(2) We retain the right of recourse, meaning if a cheque is subsequently returned unpaid for any reason, We will debit Your Account in full for the amount credited to Your Account, together with any consequent interest that We may have paid on Your Account and any charges incurred by Us. Where funds have been converted to another currency, We also retain the right to recover any difference brought about by fluctuations in exchange rates.

A4.7 We do not permit withdrawals against uncleared funds.

A4.8 In order to comply with anti-money laundering, and countering the financing of terrorism laws and regulations We reserve the right to request and obtain further information from You regarding the Source of Funds You have deposited with Us. If You are unable to supply satisfactory evidence or explanations, these funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by You.

A4.9 We reserve the right to refuse any deposit at Our sole discretion. For example, if We reasonably believe doing so might cause Us to breach a legal requirement or expose Us to action from any government, regulator or law enforcement agency, or We believe there is fraudulent or criminal activity on the Account.

These funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by You.

A4.10 Depending on the type of Your Account We shall accept the following methods of payment into Your Account:

- a) Sterling cash (where We have a counter within Santander International and subject to limits We may advise at the time of deposit);
- b) Sterling cheques and drafts drawn on a bank in the Sterling Area, with the exception of Fixed Deposit Contracts;
- c) Electronic transfer; or
- d) Any other way that We agree with You.

A4.11 We retain the right of rectification if credits to Your Account are made in error, in which instance We reserve the right to automatically debit Your Account. Our right to rectification also extends to debiting Your Account at any time where we believe a credit to Your Account is as a result of fraud or other criminal activity. What We will do depends on how the deposit was made, where it came from and how long it has been in Your Account:

- o We will take back any money that has been paid into Your Account due to a system error of a bank or that We pay into Your Account by mistake
- o We will return any money paid into a closed or suspended account to the paying bank
- o We can remove money without asking You if we suspect it was paid in by fraud or other criminal activity

If a financial institution located within the UK, Channel Islands or Isle of Man tells Us a payment into Your Account was not meant for You, We will tell You and clause 4.11.1 below will apply. If You tell Us the payment was not a mistake, We have to share all relevant transaction information with the paying financial institution if it asks Us. This includes Your name and address so that the payer can contact You directly.

4.11.1 How a mistaken payment into Your Account is treated depends on the type of payment and the length of time it has been in Your Account:

- o If the deposit is a UK, Channel Islands or Islands or Isle of Man payment and is not CHAPS, then We will limit access to the money for 15 Business Days and tell You We have done so if the money has been in Your Account for 2 months or less. This gives You time to show Us it was meant for You before We return it to the paying bank. If the deposit has been in Your Account for more than 2 months, We will contact You before limiting access to the money or returning it to the paying bank
- o If the deposit was a CHAPS, international or non-Sterling payment, then We will not take the payment out of Your Account and return it to the paying bank unless You agree.

We may also deduct enough money to cover any agent or intermediary bank charges. We will do this even if it puts Your Account into unauthorised overdraft.

## A5 Withdrawals

A5.1 Withdrawal instructions can only be accepted by Us providing they are:

- i) given in writing, by way of original signed letter and in accordance with Your Mandate, (We do not accept instruction via email or fax); or
- ii) given via Our Online Banking service (which is governed by Our Online Banking service Terms and Conditions, please refer to Section B); Our Mobile Banking service (which is governed by Our Mobile Banking service Terms and Conditions, please refer to Section C) or by the Telephone Banking service and You have been authenticated by that service.

We, or any third party acting on Our behalf, will not be liable for failing to complete any withdrawal instruction if:

- a) You have not yet fulfilled Our Account opening requirements (see clause A1.4); or
- b) You have not signed the instruction in accordance with Your Mandate; or

- c) You have not authenticated Yourself to use Our Online Banking service; or
  - d) You have not authenticated Yourself to use Our Mobile Banking service; or
  - e) You have not authenticated Yourself to use Our Telephone Banking service; or
  - f) You do not have sufficient cleared funds in Your Account to make the withdrawal; or
  - g) a Legal Order has prohibited withdrawals from the Account; or
  - h) Your Account is closed or Blocked; or
  - i) You have not provided Us with complete and correct withdrawal instructions; or
  - j) You have not provided Us with satisfactory details regarding the source of any funds You have deposited with Us (see clause A4.8); or
  - k) Your withdrawal request does not enable Us to meet Our legal and regulatory requirements; or
  - l) We fail to carry out Your instructions because of industrial action, or the failure of any of Our machines, data processing systems or transmission link, fire, flood, or improper transmissions or handling of payments by a third party or other events outside Our control, despite reasonable precautions by Us; or
  - m) there has been a failure of, or error in any part of, an electronic fund transfer system or any terminal or telecommunication device used in connection with the system; or
  - n) You have committed any fraud or violated any law or regulation; or
  - o) You ask Us to make a payment in a currency or via a method we do not support.
- A5.2 For reasons of security We will not accept any withdrawal instructions via email or fax.
- A5.3 We reserve the right to contact You regarding any withdrawal request, in order to perform security and regulatory checks, and this may delay the processing of the withdrawal. Further, there may be a delay outside of Our control whilst any third party involved in the transmission of the payment conducts checks to meet their legal and regulatory requirements. We reserve the right to refuse to carry out any instruction if We are in any doubt regarding its authenticity, the instruction is not clear or is incomplete, a restriction on the Account prevents Us from doing so (for example a daily payment limit), We become aware of a dispute between Account holders (see clause A1.10), or in any other circumstances where We consider it necessary or desirable to protect Your or Our interests, including meeting Our legal or regulatory requirements, or any code or other duty that apply from time to time.
- A5.4 For transfers in Sterling to another bank account within the UK clearing system, You may instruct Us to send Your electronic transfer by CHAPS (for which there is a charge), BACS or Faster Payments. If We receive an instruction that does not specify the method of payment (i.e. CHAPS, BACS or Faster Payments) then We will send Your funds using Faster Payments where the amount is within the Faster Payments limit. If the amount is above the Faster Payments limit it will be sent by CHAPS for which there is a charge. Payments will only be sent by BACS where specifically instructed by You.
- A5.5 We will action on the same Business Day all withdrawal instructions received by 1pm (UK time) to transfer Sterling from a Sterling Account by CHAPS, BACS or Faster Payments. Similar transfer instructions We receive after 1pm (UK time) may be treated as received and actioned on the next Business Day.
- A5.6 Electronic payment instructions received by 1pm (UK time) that **do not** involve any currency exchange, will be actioned on the date of receipt. Electronic instructions received after 1pm may be treated as having been received the next Business Day. Value dates are determined by the currency and/or destination. Please refer to clause A5.11 for further details.
- A5.7 We may refuse to effect a withdrawal instruction where there are reasonable circumstances for doing so (see clause A5.3).

- A5.8 Internal transfer instructions received before 3pm (UK time) will be actioned on the day of receipt. Internal transfer instructions received after 3pm (UK time) will be actioned on the next Business Day. Value dates will depend on the currency/currencies involved. Please refer to clause A5.11.
- A5.9 Withdrawals may be made by electronic transfer (SWIFT, CHAPS, BACS or Faster Payments). For Sterling Gold Account customers, withdrawals may also be made using Your associated Debit Card or cheque book. Such withdrawals are made at Your own risk and We are not liable for any loss, damage or delay, caused by circumstances beyond Our control and which are not directly due to the negligence of Our agents, officers or employees.
- A5.10 We do not provide the following services:
- travellers cheques;
  - international money orders;
  - bankers' drafts; or
  - hold mail service.
- A5.11 Subject to normal Business Days, payments that do not involve Foreign Exchange will be made for the following value dates:
- Same Day Value:
    - Sterling payments to the UK;
    - Euro payments to the EEA;
    - US dollar payments to the US
  - Same Day/Next Day Value:
 

Sterling, Euro and US dollar payments not covered by a). Contact Us for further details.
  - Spot Value:
 

All other international payments.

Payments involving Foreign Exchange may be Same Day/Next Day or Spot Value depending on the currencies involved.

Domestic Sterling payments will ordinarily arrive in the beneficiary's account by the end of the next Business Day. Most international payments will arrive at the beneficiary bank within 2 to 5 business days. In some instances however, it may take longer depending on the country and any checks required.
- A5.12 Overdrafts are not permitted. Debit interest on unauthorised overdrafts will be charged at a rate of 10% over the applicable currency Base Rate. Items presented for payment may be refused if insufficient cleared funds are held on the day of presentation.
- A5.13 We reserve the right to offset against any credit balances You hold with Us in order to pay off any outstanding debts to Us (such as loan, mortgage, credit card or overdraft), if you are age 18 or over. We can do this where You have Accounts which are held in Your sole name as well as Joint Accounts You hold with another person. We may at any time, and without notice, combine or consolidate all or any of Your Accounts, irrespective of the currency denomination, and/ or transfer any sums standing to the credit of such Accounts towards satisfaction of any liabilities You may have with Us, or any commitments entered into by Us on Your behalf.
- A5.14 We can also apply clause A5.13 to pay money You owe on other accounts which You hold with any other member of the Santander group of companies in the UK.
- A5.15 To stop payment of any item, We recommend You contact Us immediately by telephone, followed by signed confirmation in writing. We will not act upon any such instruction if the item has already been debited to the Account or We have given a commitment that payment will be made.
- If You are asking Us to stop a payment because You have given the wrong instructions and the payment has already been made, We will attempt to recall the payment on Your behalf. We may charge You for Our time, even if Our efforts to recall the payment are not successful. We will not be liable for any delays or losses that may result.
- A5.16 We reserve the right to charge for processing withdrawals (see Our Charges leaflet), which can be found on Our Website or provided on request.
- A5.17 When making international funds transfers You should be aware that other banks and/or agents may levy additional charges. We have no control over such charges and they remain Your responsibility.
- A5.18 If a payment is returned, We will credit Your Account with any monies received. This may be less than the amount You originally sent, due to fees deducted by the beneficiary or intermediary banks and/or the result of any currency conversion.

A5.19 If We have made a payment late or made an error then:

- 5.19.1 If We have made a mistake when processing Your withdrawal instruction, We will restore Your Account to how it would otherwise have been:
- o If We have sent the payment to the wrong account, We will refund You
  - o If We have sent too much, We will refund the difference.

You must tell Us as soon as You can, and within 13 months of the payment, unless Your Account's annual turnover exceeds £6.5m, in which case You must tell Us within 2 months.

We will make any refunds as soon as possible once We are aware of Our error, but no later than within 3 business days.

We will not refund You or pay any interest and charges if We can show that the beneficiary bank received the payment on time.

5.19.2 We will not be liable for any loss of interest or any costs incurred if We were unable to make the payment, or made the payment late due to abnormal or unforeseen circumstances beyond Our control, or as a result of delays attributable to necessary checks conducted in the ordinary course of processing, or to comply with Our legal and regulatory obligations.

5.19.3 In any other circumstance, Our liability depends on the type of customer You are and the type of loss. We will be liable for a direct loss (such as costs) but We will not be liable for an indirect or consequential loss, such as lost business, data or losses resulting from third party claims, even if they were foreseeable. Where there is a direct loss of profit then We will be liable for personal, small business and small charity customers but not larger corporate business customers.

5.19.4 If We refund You but subsequently find that You were not entitled to the refund, We will debit Your Account to correct the position, which may result in an unauthorised overdraft.

A5.20 If You have been tricked into sending money by a fraudster or have knowingly given access to Your Account to a third party (for example an employee, adviser, family member or friend) and You share Your security credentials, including any passwords or passcodes and/or give access to Your device, We may treat the payment as if You have authorised it and may refuse to refund You for any transactions initiated prior to You notifying Us. We will always consider all the circumstances before reaching Our decision.

## A6 Interest

A6.1 Interest will accrue daily on the cleared balance of Your Account. Sterling interest is calculated on an actual/365 day basis, whereas US dollar and Euro interest is calculated on an actual/360 day basis – consistent with banking practice in UK, USA and Europe respectively. Interest will be paid from the day We receive cleared funds into Your Account up until the day before the funds are withdrawn from the bank. Any negative interest accrued will be calculated on the same basis as credit interest and debited from the Account.

A6.2 Interest will be credited gross (without deduction of taxes) to Your Account.

A6.3 As detailed further in clause A8.7 and A8.8 We may be legally obliged to disclose information about You and Your Accounts (including information specifically in relation to interest) to the Tax Authority in the Relevant Jurisdiction who may in turn pass this on to other Tax Authorities in line with international agreements or treaties that may be in force. You also agree that We may:

- o provide any documentation or information to a Tax Authority (local or overseas); or
- o take any other action that a Tax Authority may require,

whether in accordance with the provisions of any law, legislation or regulation of the Relevant Jurisdiction or any foreign country to which We are subject or as assumed by Us voluntarily, contractually or otherwise by reason of Our financial, commercial, business or other interests in or related to the jurisdiction of the relevant Tax Authority or otherwise.



- A6.4 Interest will be paid as per Your instruction on the completed application form and unless otherwise instructed by You, will be added to the Account on which it is earned.
- A6.5 We may change the interest rates on Your Account at any time, with the exception of Fixed Deposit Contracts (see Section H). We may change Our interest rates for any valid reason, some examples of which may be:
- a) to keep Our business competitive as a whole, taking account of actual or expected changes in market conditions; or
  - b) to reflect actual or expected changes on money market interest rates; or
  - c) to ensure Our business is run prudently; or
  - d) to reflect general banking or investment practice; or
  - e) to enable Us to harmonise Our banking arrangements; or
  - f) to reflect changes in technology or in the cost of providing a service to You including direct costs We are required to pay others, or to take account of inflation; or
  - g) to reflect any legal or regulatory requirements or guidance or any decision or recommendation by a court or regulator.
- A6.6 If We make a change to Our interest rates We will put a notice on Our Website and We will give You Written Notice of any reduction in rates at the earliest opportunity. This does not apply to Fixed Deposit Contracts where the interest rate applied to the Account will remain the same for the duration of the contract.
- A6.7 We will pay credit interest or deduct negative interest at the rates published, which are available on request from Our offices, address details of which You can find at the back of this document and on Our Website.
- A6.8 Provision of Information
- 6.8.1 We may be legally obliged to disclose information about You, any underlying Controlling Persons and Your Account to the relevant Tax Authority in the Isle of Man or Jersey who may in turn pass this on to other Tax Authorities in line with international agreements or treaties that may be in force. You agree that We may provide any documentation or information to the relevant Tax Authority that they may be obliged to share with an overseas Tax Authority in accordance with the provisions of any law, legislation or regulation of the Isle of Man or Jersey including the identity of any Controlling Persons.
- 6.8.2 You will agree to provide Us with personal information including any personal information in relation to any Controlling Persons declarations or certifications that We are required to retain by law within 30 days of Us making a request to You to enable Us to determine whether Your Account details will need to be reported to the relevant Tax Authority or another overseas Tax Authority in line with sub clause 6.8.1 above.
- 6.8.3 In line with sub clause 6.8.1 above, You agree to inform Us promptly, in writing, if there are changes that would affect any certifications that have been given previously in relation to:
- o the nature of Your business
  - o the ownership of Your business
  - o any underlying Controlling Person or
  - o the tax residence of any underlying Controlling Person of which You become aware.
- 6.8.4 We will not be liable to You for any loss You suffer if We disclose information in accordance with Our legal obligations.
- A6.9 You are responsible for disclosing the interest earned on Your Account to the relevant Tax Authorities of the countries where You may be liable to pay tax.
- A6.10 We may be required by law, regulation or agreement to impose a withholding or retention tax on interest payable to You and/or to Exchange of Information in other circumstances.

## **A7 Fees and Charges**

- A7.1 Services will be charged as detailed in Our Charges leaflet, which is available on Our Website or on request. We may make a change or introduce any day-to-day charge at any time for any valid reason, some examples of which may be:
- a) to keep Our business competitive as a whole, taking account of actual or expected changes in market conditions; or
  - b) to ensure Our business is run prudently; or

- c) to reflect general banking or investment practice; or
  - d) to enable Us to harmonise Our banking or charging arrangements; or
  - e) to reflect changes in technology or in the cost of providing a service to You including direct costs We are required to pay others, or to take account of inflation; or
  - f) to reflect any legal or regulatory requirements or guidance or any decision or recommendation by a court or regulator.
- A7.2 If We introduce a new day-to-day charge, or increase any day-to-day charge We will put a notice on Our Website. If We make a change, or changes, which are to Your disadvantage, We will give You 30 days' prior Written Notice of the change. For any other changes which are not to Your disadvantage, We will provide notice within 30 days following the change, and will either provide Written Notice or notice on Our Website.
- A7.3 We may also make charges for services related to Your Account (non day-to-day charges). We will tell You of Our charges on receipt of Your request; either before or when We provide the service to You.
- A7.4 We reserve the right to pass on all charges incurred by Us from other organisations in carrying out Your instructions.
- A7.5 We reserve the right to make a charge if You ask Us to carry out special activities, such as investigations, research, interest calculations, etc. We will advise You of the charge before We carry out Your instructions.

## **A8 Data Protection and Disclosure Information**

- A8.1 We may share Your information with other companies in the Santander group, Our associated companies and with Our service providers, custodians and agents, some of whom may be in other countries. Further details can be found in Our 'Using my personal data' booklet. We may do this so they can manage Your Account and to help Us develop and improve Our products and services. It may also be necessary to share Your information with other companies in the Santander group in order to comply with legal and regulatory obligations. We will ensure Your information is used in line with Our own strict confidentiality policies (a copy of Our privacy policy is available on Our Website) and as required under data protection legislation in the Relevant Jurisdiction. If We transfer Your data to another country, We will only transfer to countries or in circumstances designated as having or establishing adequate levels of protection in line with data protection legislation in the Relevant Jurisdiction.
- A8.2 All information We collect is collected lawfully and held for specified and lawful purposes in accordance with data protection legislation in the Relevant Jurisdiction. Your privacy is important to Us and We will respect Your personal information and do Our best to ensure that the details We hold are accurate and kept up to date. To ensure this You must inform Us of any changes in Your details or circumstances promptly.
- A8.3 Subject to Our understanding of local advertising regulations of the country of Your Correspondence Address, any information You provide to Us may be used by Us to advise You by post, telephone or other electronic media, any products and services that We think may be of interest to You. If You elected to receive this information during the application process or at a later date, and You wish to withdraw Your consent You can do so at any time. You should write to Santander International, 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands, if Your Account is in Jersey, or Santander International, PO Box 123, 19-21 Prospect Hill, Douglas, Isle of Man IM99 1ZZ if Your Account is located in the Isle of Man. You may also advise Us by telephone.
- A8.4 You have the right of access to certain personal records that We hold about You, as provided under data protection legislation in the Relevant Jurisdiction. If You wish to exercise this right, You should write to Santander International, 13-15 Charing Cross, St Helier, Jersey JE2 3RP, Channel Islands if Your Account is located in Jersey or Santander International, PO Box 123, 19-21 Prospect Hill, Douglas, Isle of Man IM99 1ZZ if Your Account is located in the Isle of Man. You may request a copy of the information We hold about You at any time. This is known as a Subject Access Request.

- A8.5 You can request a copy of Your Statements on a banking or savings account up to 5 years after the date of Your Account closure. The applicable charge for copy Statements prevailing at the time of Your request will apply. We will only provide copy Statements for that period when Your Account was open in the 5 years before Your request. This means that if You request copy Statements 3 years after You closed Your Account, We will provide 2 years of Statements.
- A8.6 We may use the information You provide to search credit reference and/or fraud prevention agencies. We may use information We receive from these agencies about You to manage Your Account, recover debt; prevent and detect fraud, verify identities and meet any legal obligations on Us; including statutory and regulatory reporting.
- Other organisations may become aware of such a search and use this information to prevent and detect fraud, money laundering and other crimes and to assess Your ability to obtain credit.
- A8.7 Santander Financial Services plc, through the Relevant Branch, is the controller of Your data, and will use Your data in accordance with the data protection laws in the Relevant Jurisdiction. As a customer with Us We may decide to pass certain data to the UK office, to be held in the UK, who will use the data in accordance with UK Data Protection legislation.
- A8.8 You will agree to provide Us with personal information, declarations or certifications that We are required to retain by law within 30 days (or such shorter period as may be required by law), of Us making a request to You to enable Us to determine whether Your Account details will need to be reported to the Tax Authorities in the Relevant Jurisdiction.
- A8.9 You agree to inform Us within 30 days in writing if any of Your personal information changes or there is any change in the circumstances following any certification that You may have provided to Us.
- A8.10 In addition to the information You provide, We may also collect information about any Signatory to an Account from:
- other Account holdings with which Signatory(ies) are connected; and
  - other organisations, including credit reference agencies and fraud prevention agencies; and
- the way You use Our products and services, e.g., Account transactions.
- A8.11 We may give details of Your Account or Your name and address and other information about You to anyone else if:
- We are required to do so, by the law; of the Relevant Jurisdiction or the law of any other jurisdiction; or
  - this is necessary to protect Your or Our interests; or
  - disclosure is made at Your request or with Your consent; or
  - We consider it necessary or desirable to disclose to any police, judicial, fiscal, regulatory or other public authority in any jurisdiction; or
  - where We transfer Our rights and obligations under this agreement or intend to do so (see A11.3).
- A8.12 The Customer hereby acknowledges, and when required by applicable data protection regulation expressly consents, the disclosure of his/her personal data to other Santander group companies, along with any relevant transactions-related information, that allows such companies to comply with:
- the group's financial crime compliance internal policies;
  - its legal obligations relating to the anti-money laundering and counter terrorism financial regulations; and
  - its regulatory reporting to the supervisory authorities.
- A8.13 We are required to disclose Your name and Residential Address on all payment instructions.
- A8.14 We will not disclose Your information to anyone outside the Santander group, other than for the purposes described above, unless:
- We have Your permission; or
  - We are required to do so by law; or
  - We are requested to do so under a specific exemption contained in the data protection legislation in the Relevant Jurisdiction.

## **A9 Currency Conversion**

- A9.1 Cleared funds may be converted upon request to any other currency for external payments.

A9.2 Funds may be received by Us in any currency and, unless otherwise advised, We will convert the funds to the currency in which Your Account is held at the prevailing exchange rate.

A9.3 Details of Cut-off Times and exchange rates are available on request.

A9.4 We will action all electronic deposits that require a currency exchange received by 3pm (UK time) at the prevailing exchange rate on the Business Day of receipt. Transfer instructions received after 3pm (UK time) may be actioned on the next Business Day, unless We have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT message before 3pm (UK time) on the date of receipt. Unless We have agreed a specific exchange rate for a transfer instruction received after 3pm, We reserve the right to use the prevailing exchange rate on the next Business Day when the Foreign Exchange transaction is executed.

A9.5 We will action all electronic withdrawal instructions which require a currency exchange received by 1pm (UK time) at the prevailing exchange rate on the Business Day of receipt. Electronic transfer instructions that require a currency exchange received after 1pm (UK time) may be actioned on the next Business Day at the prevailing exchange rate.

A9.6 Where internal transfer instructions that require a currency exchange are received before 3pm (UK) time, the currency exchange will be carried out at the prevailing exchange rate.

Internal transfer instructions that require a currency exchange received after 3pm (UK time) may be actioned on the next Business Day at the prevailing exchange rate unless We have agreed a specific exchange rate for the transfer instruction received after 3pm.

A9.7 Value dates will depend on the currency/ currencies involved. Funds will not necessarily reach the beneficiary account on the Value Date. Please refer to clause A5.11. Same Day, Next Day and Spot Value for a cross-currency transfer will be at the prevailing exchange rate determined by Santander International. This may not be a rate published on any publicly available financial platform at the time of the transfer and will not be confirmed ahead of the instruction being committed through Our Online Banking service.

To confirm the Same Day, Next Day or Spot Value for a cross-currency transfer ahead of committing any instruction, please contact Us to undertake this via Our Telephone Banking service or Mobile Banking service.

## A10 Statements

A10.1 A Statement will only be issued if there has been a debit or credit movement on the Account since the last Statement.

A10.2 Statements will be sent to the Correspondence Address advised by You and will detail all transactions on the Account since the previously issued Statement and will additionally advise the closure of an Account.

If You have registered for Our Online Banking or Mobile Banking services then paper Statements will not be sent to Your Correspondence Address. Instead an online Statement will be saved in the Online Banking service (see A10.4).

A10.3 Additional Statements or copies of Statements are available upon request, subject to a charge (see Our Charges leaflet which is available on Our Website).

A10.4 By registering for Our Online Banking service or Mobile Banking service, You will no longer receive paper Statements through the post. Instead online Statements will be available in the Online Banking service and Statements relating to the preceding calendar year will be available to download via the Mobile Banking service. If You hold an Account jointly with another person, they will no longer receive paper Statements through the post for the Account(s) they hold with You after You have registered for the Online Banking service or Mobile Banking service. You, and any person You hold an Account with, can contact Us at any time to request that paper Statements are also sent through the post.

A10.5 If You become aware of any transaction on Your Account that has not been authorised by You, You must notify Us immediately in writing or by calling Us. For this purpose, You must check the Statement, Foreign Exchange or Fixed Deposit Contract Advice We send You and let Us know immediately of any errors. If it is necessary to investigate a transaction on Your Account, You must co-operate with Us and the police, if We need to involve them.

A10.6 Postal statements will be issued bi-annually or annually depending on the account type held, and only when Online and Mobile Banking services have not been registered for.

## A11 General

A11.1 We are required to hold sufficient information about You and to confirm Your identity. If, upon review, We need additional information or proof of Your identity We will contact You to obtain it. To protect both You and Us, any failure to provide this information when requested may lead to Your Account being Blocked until We receive the requested information. We may also close Your Account should You fail to respond in a timely manner.

A11.2 We do not provide financial or tax advice nor do We accept any responsibility for information or financial or tax advice that has been given to You by a third party concerning Our Accounts, products or services.

A11.3 We may transfer all or any of Our obligations, or any of Our rights in relation to Your Account. We may also transfer any of Our obligations, but only to someone We reasonably consider capable of performing them. References to Us in these Terms and Conditions would then be read as references to the person to whom any relevant right or obligation was transferred. You may not transfer any of Your rights or obligations in relation to Your Account without Our express agreement.

A11.4 (1) We may change these Terms and Conditions or any details forming part of the contract between You and Us:

- a) to conform with or anticipate any changes in the law of the Relevant Jurisdiction, regulatory requirements or Codes of Practice or recommendations of the regulatory authority in the Relevant Jurisdiction or any other suitable regulator; or
- b) to provide for the introduction of new or improved systems, methods of operation, services or facilities; or
- c) to enable Us to harmonise Our banking or charging arrangements; or
- d) to take Account of a ruling by a court, Ombudsman, regulator or similar body; or
- e) to reflect market conditions; or
- f) to reflect general banking practice; or

- g) to make them clearer or more favourable to You; or
- h) to rectify any mistake that might be discovered in due course.

(2) We may also change these Terms and Conditions for any other valid reason.

(3) If We make a change, or changes, which are to Your disadvantage, We will give You 30 days' prior Written Notice of the change. Under these circumstances, You can ask Us to close Your Account at any time up to 60 days from the date of notification of the change; the closure will be made without charge and any Account Specific Conditions relating to Account closure will apply. If You do not ask to close Your Account within 60 days from the date of notification of the change You will be deemed to have accepted the changes and they will apply automatically.

(4) For any other changes which are not to Your disadvantage, We will provide notice within 30 days following the change, and will either provide Written Notice or notice on Our Website.

(5) A change to these Terms and Conditions includes removing or adding a Term and/or Condition but does not include a change of interest rates or charges, which are covered by clauses A6 and A7 of these General Terms and Conditions.

A11.5 If you are under the age of 18, certain products and services may not be available to You and We may limit Your usage of the Account in a manner that We consider to be in Your best interests.

A11.6 We reserve the right to cease offering any form of Account without prior notice.

A11.7 Governing law and jurisdiction

11.7.1 If Your Account is with Santander Financial Services plc, Isle of Man Branch, these Terms and Conditions are subject to the laws of the Isle of Man. You and We agree the courts of the Isle of Man will have jurisdiction to hear any Disputes arising in relation to these Terms and Conditions.

11.7.2 If Your Account is with Santander Financial Services plc, Jersey Branch, these Terms and Conditions are subject to the laws of Jersey. You and We agree the courts of Jersey will have jurisdiction to hear any Disputes arising in relation to these Terms and Conditions.

11.7.3 These Terms and Conditions are available only in English and all communications from Us will be made in English. We will only accept communications and instructions from You in English.

A11.8 These Terms and Conditions are standard for all Accounts. Specific Accounts or products may have additional Specific Conditions, and will be applicable in addition to these Terms and Conditions. If Account Specific Conditions conflict with these Terms and Conditions, the Account Specific Conditions will apply.

A11.9 We aim to provide an efficient service of the highest quality. Occasionally however, You may feel that Our standards of service fall below that which You would expect. In such circumstances, We have a procedure designed to deal with any difficulties quickly and effectively.

If You have a complaint about any of Our products or services, please contact Your Relationship Manager, or the Branch that manages Your Account, or visit [www.santanderinternational.co.uk/contact-us/](http://www.santanderinternational.co.uk/contact-us/) for a full list of contact details or to download a copy of Our How to Complain leaflet. Alternatively, please contact Us using the details on the back of this document.

If for any reason You are not happy with Our decision, or it has been over 8 weeks since You first raised Your concerns with Us, You may be able to refer Your complaint to the Financial Ombudsman Service.

**If Your Account is held with Our Santander Financial Services plc, Jersey Branch, contact:**

Channel Islands Financial Ombudsman  
P O Box 114, Jersey, Channel Islands JE4 9QG  
Tel: +44 (0)1534 748 610  
Email: [complaints@ci-fo.org](mailto:complaints@ci-fo.org)

**If Your Account is held with Santander Financial Services plc, Isle of Man Branch, contact:**

The Financial Services Ombudsman Scheme  
Isle of Man Office of Fair Trading  
Thie Slieau Whallian  
Foxdale Road, St John's  
Isle of Man, IM4 3AS, British Isles  
Tel: +44 (0)1624 686 500  
Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

## Section B – Using Our Online Banking service

**B1** This section relates to online banking. Please refer to the Terms and Conditions of the Online Banking service, which also apply and may be found on Our Website.

**B1.1** To access the Online Banking service You must have signed up for Our Telephone Banking service. You will need to accept the conditions of use and use Your Security Details.

**B1.2** We may apply a limit on the amount You can withdraw online or ask You to contact Us for transactions that require additional authorisation. Please refer to clause A5 for further details.

**B1.3** If You do not use the Online Banking service for at least 12 months We may treat this as Your indication that You no longer require the service and may remove Your Account(s) from the Online Banking service.

**B1.4** We make no warranty that the Online Banking service will be available, although We will endeavour to restore the service as soon as possible if there is a failure. When the Online Banking service is not available, You may call Us to conduct Your transactions provided You are an Authenticated User.

**B1.5** We may, at Our sole discretion, refuse to effect any transactions or amendments.

## Section C – Using Our Mobile Banking service

- C1 This section relates to mobile banking. Please refer to the Terms and Conditions of the Mobile Banking service, which also apply and may be found on Our Website.
- C1.1 To access the Mobile Banking service You must have signed up for Our Telephone Banking service and Online Banking service. You will need to accept the conditions of use and use Your Security Details.
- C1.2 We may apply a limit on the amount You can withdraw via the app or ask You to contact Us for transactions that require additional authorisation. Please refer to clause A5 for further details.
- C1.3 If You do not use the Mobile Banking service for at least 12 months We may treat this as Your indication that You no longer require the service and may remove Your Account(s) from the Mobile Banking service.
- C1.4 We make no warranty that the Mobile Banking service will be available, although We will endeavour to restore the service as soon as possible if there is a failure. When the Mobile Banking service is not available, You may call Us to conduct Your transactions provided You are an Authenticated User.
- C1.5 We may, at Our sole discretion, refuse to effect any transactions or amendments.

## Section D – Gold Account Specific Conditions

### D1 Statements

- D1.1 Statements will be issued monthly in our Online and Mobile Banking services, or bi-annually or annually, depending on the account type held, if a paper Statement is requested, except where there has been no debit or credit to the Account since the last Statement was issued.

### D2 Interest

- D2.1 We will calculate interest daily on the cleared balance in the Account. We will credit interest on a quarterly basis on the first day of January, April, July and October.

### D3 Withdrawals

- D3.1 All withdrawals are subject to You giving Us instructions and information as set out in Section A.
- D3.2 You may withdraw cleared funds in Your Gold Account without notice.
- D3.3 You may request We provide You with a cheque book on a Sterling Account. Cheques may only be written in Sterling and only from the cheque book We provide for that purpose.
- D3.4 There is important security information and instructions on how to write cheques on the inside cover of Your cheque book. That information forms part of these Terms and Conditions.

- D3.5 When You issue a cheque it is Your authorisation to Us to pay the cheque and deduct the amount of the cheque from Your Account on the date of receipt.
- D3.6 When writing a cheque, You must insert the date on which the cheque is written.
- D3.7 When writing a cheque, You must take all reasonable precautions to prevent anybody else altering it or forging it in any other way. It will help to prevent fraud if You clearly write the name of the person or organisation You are paying the cheque to and put extra information about them on the cheque especially if You are not personally paying a cheque in (e.g., if You are posting it). If You are paying a cheque to an organisation, include any additional reference details next to the payee. You should draw a line through the unused space on the cheque so unauthorised people cannot add extra details.
- D3.8 A cheque may be returned unpaid if, for example:
- o there are insufficient cleared funds on the Account; or
  - o it is out of date (older than six months since date of issue); or
  - o the signature does not agree with Our records; or
  - o the information on the cheque is incomplete or the words and figures of the amount differ; or
  - o We doubt the authenticity of the cheque.

- D3.9 You have the right to stop a cheque You have written. We will not act upon any such instruction if the item has already been debited to the Account or We have given a commitment that payment will be made. A charge may be payable. Please refer to Our Charges leaflet, available on Our Website or on request.
- D3.10 To identify the cheque prior to placing a stop on it We will need all the following information:
- o Account number
  - o cheque number
  - o payee
  - o date of issue
  - o amount.
- D3.11 You must keep Your cheque book safe and notify Us immediately if Your cheque book, or any blank cheques, has been lost or stolen, or if You suspect or know that any unauthorised person has had access to or issued cheques from Your cheque book.
- D3.12 If You have been issued with a Visa Debit Card, the Card is not a cheque guarantee card and cannot be used to support the issue or guarantee the payment of any cheque written on Your Account. Please refer to Section E for more details on the Card.
- D3.13 The Gold Account offers the facility for You to arrange regular payments by Standing Order in Sterling only and where the payee bank has a valid UK sort code.
- D3.14 There must be sufficient funds in Your Account to make a Standing Order payment. In the event of there being insufficient funds available, We reserve the right to transfer funds from another Account in Your name, to cover the payment.  
We reserve the right to make an additional charge for this administrative service, in addition to the unpaid Standing Order charge. Please refer to Our Charges leaflet, Website or call Us for details. In the event of there being insufficient funds available to make a Standing Order payment on three consecutive occasions, the instruction may be cancelled.
- D3.15 Existing Standing Order amendments or cancellations must be advised to Us in writing or by notification to Our Telephone Banking service by Authenticated Users.
- D3.16 The Gold Account offers payment requests initiated by Direct Debit. Payment will be claimed through the BACS system. Payment by Direct Debit is only available on the Sterling Account.
- D3.17 All Direct Debit payments are covered by the Direct Debit Guarantee. If an error is made by the organisation initiating the payment, or by Ourselves, You are guaranteed a full and immediate refund from Us of the amount paid.
- D3.18 Direct Debit cancellations must be advised to Us in writing or by notification to Our Telephone Banking service by Authenticated Users. You must also advise the Direct Debit originator to cancel any further Direct Debit requests.
- D3.19 If the amount to be paid or the payment dates change, the organisation will notify You, normally ten Business Days in advance of Your Account being debited, or as otherwise agreed.
- D3.20 There must be sufficient funds in Your Account to make a Direct Debit payment. In the event of there being insufficient funds available, We reserve the right to transfer funds from another Account with the same designation, to cover the payment.  
We reserve the right to make an additional charge for this administrative service, in addition to the unpaid Direct Debit charge. Please refer to Our charges leaflet, Our website or call Us for details.
- D3.21 If We send a payment as a faster payment using the Faster Payments scheme, the payment will be subject to the scheme limits. Information on the Faster Payment scheme transaction limits are available at [www.fasterpayments.org.uk](http://www.fasterpayments.org.uk). However, in some circumstances We may apply lower transactional limits and You will be informed of these when You make Your transaction.



## Section E – Visa Debit Cards ('the Card')

### Specific Conditions

#### E1 Card facilities

- E1.1 The Card(s) available on Your Gold Account are Visa Debit Cards, which are accepted worldwide at Visa Merchants.
- E1.2 Your Visa Debit Card will come with Contactless technology. The contactless limit will be set by Visa advised on their website [www.visa.co.uk/products/visa-contactless](http://www.visa.co.uk/products/visa-contactless).
- E1.3 Card Transactions will be debited to Your Account, for the calculation of interest, on the day on which We receive them. The value of the transactions will be deducted from Your Account, for the calculation of the Available Balance, on the date of receipt by the Bank. Cash withdrawals will be debited to Your Account, for the calculation of interest, on the day on which We receive them.  
You may use Your Card to:
- o purchase goods and services from Visa Merchants
  - o obtain cash from Visa ATMs
  - o perform other functions as may be made available from time to time by Visa International and which We agree to provide.

#### E2 Card issue

- E2.1 We reserve the right to decline to issue a Card without advising You of Our reasons.
- E2.2 By applying for a Card, You are agreeing to the Terms and Conditions for all of Our Cards. These determine how You must use the Card. Should You breach these Terms and Conditions, We reserve the right to cancel, or not to replace or not to re-issue a Card.
- E2.3 The Card(s) will be sent to the Correspondence Address that We hold on Your Account. If Your Correspondence Address is in an area We deem high risk for Card and mail interception, the Card(s) will be sent by courier and We reserve the right to debit the courier charge(s) to Your Gold Account. This will apply unless You can provide an alternative Safe Correspondence Address.
- E2.4 On receiving the Card(s), the Card holder should sign their Card immediately and in order to activate the Card(s) the Card holder must telephone the number shown on the sticker placed on the Card(s).

- E2.5 The Card is only valid for the period shown on the Card and must not be used outside this period. When the period of validity of a Card has expired, it must be destroyed by cutting the Card into at least four pieces across both the embedded Chip on the front of the Card and the magnetic strip on the reverse of the Card.
- E2.6 We will normally send a replacement Card shortly before the expiry date of the current Card and reissue a Card if it is lost or stolen before its normal expiry date. We reserve the right not to reissue or replace a Card if You breach these Terms and Conditions or where We suspect there may be fraudulent activity on Your Account. We will notify You of any such decision and the reason for it immediately, but it will not affect Your obligation to comply with these Terms and Conditions.
- E2.7 You should take care of Your Card and avoid leaving it where it may be stolen, such as in Your car or unattended in a public place. You may be liable for any loss that has occurred on Your Card before its loss/theft has been reported, however, You will not be liable until You have received and activated Your Card. You must take all reasonable precautions to prevent unauthorised use of the Card. These include:
- o signing the Card(s) immediately upon receipt
  - o not allowing anyone else to use the Card
  - o only disclosing the Card number and CVV number to make a Card transaction.
- E2.8 If Your Account number has been compromised and You refuse to let a stop be put on the Card or delay the stopping of the Card, You will be liable for any fraud that occurs.
- E2.9 Should You withhold information regarding the misuse of Your Card or refuse to co-operate with the Police or Us or not assist with a prosecution of any person known to You who has perpetrated the fraud, You will be liable for the full amount of any fraudulent usage.

**E3 Personal Identification Number (PIN)**

- E3.1 We will issue You with a PIN, this will allow You to withdraw cash from Visa ATMs and to enable Your Card to be used at any retailer or supplier who asks You to input Your PIN into a keypad instead of using Your signature.
- E3.2 You must take all reasonable precautions to avoid unauthorised use of Your PIN otherwise You may be liable for any unauthorised use of the Card. For more information on how to be secure see Our Website.  
If You believe the security of Your Card has been breached You should notify the Bank as soon as possible to stop the Card from remaining active.
- E3.3 If Your PIN is written down in any format or held with Your Card and is subsequently stolen, You will be liable for all PIN related Card Transactions.  
If You disclose Your PIN You will be liable for any consequent fraudulent Transactions. We reserve the right to charge the full amount of the fraudulent usage if We reasonably consider that Your actions have contributed to the losses suffered.
- E3.4 We can reissue a new PIN to You if You forget it. Please contact Us for assistance.

**E4 Using Your Visa Debit Card**

- E4.1 Should You attempt to use the Card to exceed the Available Balance, We may withdraw the use of the Card and require You to return it to Us. We may also instruct any Visa Merchant or bank to retain the Card at point of sale.
- E4.2 We reserve the right to charge a fee for cash withdrawals.
- E4.3 Should You use Your Card to withdraw funds at an ATM, the ATM may apply a charge for the withdrawal. This charge is incurred by the ATM provider and not Santander International.
- E4.4 You may use Your Card to spend an amount equivalent to the Available Balance on the Account linked to the Card.
- E4.5 We reserve the right to apply a minimum to the amount of cash You may withdraw on any one occasion via a Visa ATM. For security reasons We reserve the right to apply a maximum to the number of withdrawals and amount of cash You may withdraw at any one time or during any one day.
- E4.6 For security reasons, We reserve the right to apply a maximum to the amount of any single purchase made with the Card; irrespective of the fact Your Available Balance may be higher.
- E4.7 For security reasons, We reserve the right to set a limit on the maximum number of Transactions that may be made with Your Card at any one time or during any one day irrespective of the available balance. This is for Your protection and to combat fraud.
- E4.8 We reserve the right to change the limits in clauses E4.6 and 4.7.
- E4.9 We reserve the right to decline to authorise any purchase if We are unable to make a satisfactory identification of You as the Card holder.
- E4.10 If We are asked to authorise a Transaction, We will take into account any other Card Transactions that have been authorised and not debited to the Account. If We determine that there are insufficient available funds to pay the amount that would be due in respect of such a Transaction, We may refuse to authorise the Transaction.
- E4.11 The maximum amount of cash which You are allowed to withdraw from a Visa ATM at any one time may be limited according to the controls set by the Visa ATM operator and We are not liable should You be unable to obtain cash sufficient for Your purposes.
- E4.12 We will not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept the use of the Card in connection with any Card Transaction.
- E4.13 Once the Card or Card number has been used for a Transaction, that Transaction cannot be stopped and We will debit that amount to Your Account. Although You cannot stop a Card Transaction once the Visa Merchant has processed it, in certain circumstances, for example, where Your Account has been debited twice for the same Transaction, We may be able to 'charge back' the Transaction to the retailer via their bank. You should, in the first instance, contact the retailer concerned to resolve the matter, but contact Us if in the event You are unable to resolve any dispute.
- E4.14 We can only refund a Card Transaction once We have received cleared funds from the Visa Merchant bank.

- E4.15 When You use the Card abroad, the Foreign Currency Transaction will be converted into the currency of denomination of Your Account using exchange rates supplied by Visa International. We are not able to change the rates applied for individual Transactions.
- E4.16 Transactions that involve foreign exchange, i.e. Transactions completed in a currency that is not the same as Your Card, will incur a charge for foreign exchange. The charge will not be in excess of 3% and that charge is applied at point of sale.
- E4.17 If You make a purchase in a Foreign Currency which is not the currency of Your Account, or the Transaction was passed in error, and a refund is applied at a different Foreign Exchange rate, We will not be liable for any exchange loss that may occur even if the debit and credit are applied on the same day.
- E4.18 Regular payments can be arranged using the Card by agreement with the Visa Merchant. If You wish to amend or cancel these payments You must contact and arrange this with the relevant Visa Merchant directly, and retain written confirmation of such amendment/cancellation. You will remain liable should Transactions continue to be received following any amendment or cancellation.
- E4.19 Any unrecognised Transactions must be disputed within 120 calendar days of the Transaction. In the case of a potential fraud dispute a decision to credit Your Account will be made depending on the outcome of the investigation. In the case of disputed Transactions We will only credit Your Account with the disputed amount once We have claimed back any funds Disputed following Our enquiries.
- E4.20 If any credits applied are subsequently recalled for any reason, We will debit Your Account in full for the amount credited to Your Account, together with any interest that We may have paid on Your Account in respect of the recalled Transaction. Where funds have been converted to another currency, We also retain the right to recover any shortfall brought about by fluctuations in exchange rates.
- E4.21 You will receive written confirmation of Your Card Transactions via Your Statement either in our Online and Mobile Banking services or paper statement. If the VISA Merchant where You made Your purchase is incorrectly described in the Card Transaction narrative, You will still be liable for the Transaction.
- E4.22 You should retain original sales and cash slips/receipt confirmations for the purpose of reconciling Your Account. If You require a copy sales or cash voucher, We will need to request this via Visa International and You should allow up to 60 calendar days for this to be received. We reserve the right to make a charge for copy vouchers. In some cases, e.g. for purchases which have been verified by PIN or by contactless card, it may not be possible to obtain copy sales or cash vouchers. In this case, You will need to contact the merchant direct to resolve any issues. We will not be liable for any Transaction where a copy sales or cash voucher cannot be obtained.
- E4.23 We may refuse to authorise or restrict any use of the Card as part of Our procedures to prevent fraud or misuse. As part of these procedures You may be asked for further information, including verification of Your identity, when We are asked to authorise a Transaction.
- E4.24 We will not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to complete any card transaction because Your PIN is locked.
- E4.25 We will not be liable for any loss resulting from the refusal of any retailer or supplier to allow You to verify any transaction by signature.
- E5 Lost and Stolen Cards**
- E5.1 You should notify Us immediately, by telephone, if Your Card is lost or stolen or if You suspect or know that Your PIN number has been compromised by a third party. You will be asked questions to enable Us to identify You. If You do not notify Us, You may be held liable for unauthorised use of the Card. Please telephone Our Lost and Stolen Visa Helpline and not Visa International direct. To report Your Visa Debit Card lost or stolen please call:
- o 0800 891 725 if calling from the UK
  - o +1 303 967 1096 if calling from anywhere else in the world.

- E5.2 You should report a theft immediately to the Police and obtain a crime reference number. In certain other circumstances, such as where Your Account number has been compromised, We may ask You to report any subsequent misuse of Your Card to the Police. You should co-operate fully with the Police and Us in the investigation of the loss or theft. We will give the Police any information that We consider relevant. We may also disclose relevant information about You or Your Account if We think it will help avoid or recover any loss to You or Us resulting from the loss, theft, misuse or unauthorised use of the Card.
- E5.3 You must report the loss/theft/non-receipt of Your Card, all other Cards bearing the same Account number including any Renewal Cards, must also be destroyed, as they will be invalid. If the Card is subsequently found, it must not under any circumstances be used but instead destroyed. When You receive Your replacement Card, the new Card details should be advised to any Visa Merchant(s) with whom You have set up a regular payment(s).
- E5.4 If someone else misuses Your Card before You notify Us of its loss, theft or misuse, You may be held liable for the full amount of the misuse prior to notification. In addition, if You authorised the Card Transaction or have acted fraudulently, then We will debit Your Account with the full amount of the Card Transaction(s).  
Where You have acted negligently or if You fail to protect the security of Your Card when undertaking Transactions, We may debit Your Account with the full amount of the Card Transactions.
- E5.5 If You claim that a Card Transaction is fraudulent, You may be required to complete an affidavit of fraud and forgery. If an Affidavit is required it must be returned to Us duly, signed by all signatories to the Account within the timescale advised to You at the time of issue. Failure to do so may result in You being liable for the amounts claimed as fraudulent.
- E6 Other Card Terms and Conditions**
- E6.1 We will not be liable for any losses which You may suffer as a result of not being able to use Your Card through failure beyond Our reasonable control of Our, or a third party's computer systems.
- E6.2 Should We decide to suspend or cease offering Card facilities, We will give You 30 calendar days' notice in writing.
- E6.3 The Card belongs to and remains the property of the Bank.  
Should We notify You for its return, You must immediately:
  - o stop using the Card(s) connected to the Account, and
  - o destroy the Card(s) as advised; or
  - o return the Card(s) to the Bank.
Failure to do this could lead to Your prosecution and Your liability for any purchases made with the Card whether authorised by You or not. A person acting on Our behalf may retain the Card.
- E6.4 Any programs and data held on the Chip in the Card are Our private property and are accessible only to authorised users for authorised purposes. It is a criminal offence to obtain unauthorised access to any program or data in the Chip or to make any unauthorised modification to the Chip's contents.
- E6.5 We make no warranty that all Cards will be available to all customers.

## Section F – Call Accounts Specific Conditions

- F1.1 Cheque books or cards are not available on Call Accounts.
- F1.2 Standing Orders or Direct Debits are not permitted on Call Accounts.
- F1.3 You can make immediate withdrawals of cleared funds from Your Call Account up to the Available Balance via Our Telephone Banking service or Online Banking service or in writing. The funds will be transferred to an Account of Your choice.

- F1.4 There are no restrictions to the number of withdrawals or minimum withdrawal amount on Call Accounts.
- F1.5 We will calculate interest daily on the cleared balance in the Account. The frequency of interest payments is dependent on the type of Call Account held. Please see Our Website or call Us for further details.

## Section G – Instant Saver Accounts Specific Conditions

- G1.1 Cheque books or cards are not available.
- G1.2 Standing orders or Direct Debits are not permitted.
- G1.3 You do not need to give Us notice to withdraw funds.
- G1.4 There are no restrictions to the number of withdrawals or minimum withdrawal amount.
- G1.5 Interest will be paid quarterly.
- G1.6 Any minimum or maximum balance to earn interest on the Account will be disclosed on our website.
- G1.7 You can have one of these accounts only per individual and it can be in your sole name or in joint names.

## Section H – Fixed Deposit Contracts Specific Conditions

- H1.1 Cheque books or cards are not available on Fixed Deposit Contracts. Initial deposits cannot be accepted via Sterling cheque or Sterling draft.
- H1.2 Standing Orders or Direct Debits are not permitted on Fixed Deposit Contracts.
- H1.3 Once a contract has been fixed, You cannot add additional funds to that contract, although You may be able to open another contract providing the Minimum Balance requirement is met.
- H1.4 Once a contract has been fixed You cannot withdraw any of the funds until maturity.
- H1.5 To be eligible for a Fixed Deposit Contract You must meet the Minimum Balance requirement and also maintain a Gold Account with Us in the same name(s) and currency for the duration of Your Fixed Deposit Contract, and meet the Minimum Balance requirements of that Account.
- H1.6 Once your Gold Account(s) have been funded please contact Santander International to open your Fixed Deposit Contract.
- H1.7 The interest rate payable is fixed on the Business Day that Your deposit is processed and will apply for the duration of the contract. This may mean that the interest rate that You receive is different to the interest rate that was published when You completed Your application form. New Fixed Deposit Contract requests received by Us before 12 noon (UK time) with available cleared funds will commence on the day of receipt. All requests received after 12 noon (UK time) will be treated as being received the next Business Day. We will send You an Advice that confirms the details of Your Fixed Deposit Contract when it commences.
- H1.8 Instructions to renew a Fixed Deposit Contract on its Maturity Date, must be received by Us before 12 noon (UK time) on the Maturity Date. If We receive Your instructions after this time, Your maturing funds will be placed in a new Fixed Deposit Contract at the interest rate available on the date of Your new Fixed Deposit Contract.
- H1.9 If We do not receive instructions for Your maturing funds on the Maturity Date the principal and interest will be repaid to Your associated Gold Account under advice to You and pending Your further instructions.

- H1.10 Interest on a 2, 3 or 5 Year Fixed Deposit Contract can either be paid annually or on the Maturity Date. For annual interest it is paid on the Anniversary Date and on the Maturity Date. Interest payments other than on the Maturity Date cannot be added to capital and must be paid into the Gold Account held with Us in Your name(s). For interest on maturity the capital and interest will be paid on the Maturity Date to Your Gold Account.
- H1.11 Interest will be credited gross (without deduction of taxes) to Your associated Gold Account.
- H1.12 Matured funds can be accessed on the Maturity Date.
- H1.13 Withdrawals before the Maturity Date are not permitted. Early closure before the Maturity Date is not permitted.  
In accordance with clause A1.9, on receipt of notice of the death of a Fixed Deposit Contract holder, during the term of the contract one of the following actions will occur:
1. If the contract is in the sole name of the deceased, We will repay the maturing funds to the executor(s) or administrator(s) on the Maturity Date or earlier if requested by them.
  2. If the contract is held in joint names, the contract will be amended into the name of the surviving Joint Account holder(s) for the remaining term until maturity.

## Section I – Notice Accounts, including Premium Notice Accounts, Specific Conditions

- I1.1 Cheque books or cards are not available on Notice Accounts.
- I1.2 Standing Orders or Direct Debits are not permitted on Notice Accounts.
- I1.3 The frequency of interest payments is dependent on the type of Notice Account held. Please see Our Website or call Us for further details.
- I1.4 You may only make withdrawals, including closure, providing the required Notice Period of the Account is given. If insufficient Notice for a withdrawal request is given, We will withhold the funds until the full Notice Period is completed.  
On an exceptional basis and at Our discretion, We may allow withdrawals, including closure, without the required Notice Period of the Account being given. A penalty rate will be applied at Our discretion, but will be set at a rate higher than the Account rate of interest for the remainder of the term.
- I1.5 The Notice Period starts from the date of receipt of Your notification for the amount specified. The funds continue to earn interest in the Account up to the date of withdrawal.
- I1.6 You are solely responsible for placing Notice of withdrawal, on an Account, as required. Under no circumstance will the Bank automatically apply Notice on an Account.
- I1.7 Notice may be given in writing by signed letter or by Authenticated Users of the Telephone Banking service.
- I1.8 Notice to close an Account is taken on the balance in the Account at the time Notice is placed. Additional funds may not be added after this time unless the closure request is withdrawn.
- I1.9 The amount covered by an existing Notice instruction may be reduced or cancelled at any time prior to the date of withdrawal, without incurring a penalty. This may be given in writing by signed letter or by Authenticated Users of the Telephone Banking service.
- I1.10 If You wish to pay the funds from a Notice Account, You must provide Us with a separate instruction to the Notice instruction. If We do not receive an instruction to pay away the funds from Your Notice Account before the Notice Period expires, the Notice will lapse.
- I1.11 You are not permitted to increase the amount advised in a Notice instruction during the Notice Period. If You wish to withdraw additional funds You are required to give a new Notice instruction for the extra sum required.

- I1.12 Confirmation of the Notice and the expiry date of the Notice Period will be sent to You in writing. There is no period of grace following the expiry date of the Notice Period for a withdrawal to be made.
- I1.13 The Notice Period will be waived if You are transferring funds to another Account with Us, which has an equivalent or greater Notice Period. This is unless the Account to which funds are being transferred specifically excludes this facility.
- I1.14 If transferring funds to an Account with a lesser Notice Period, You only need to give the differential in the Notice Periods.
- I1.15 We do not accept instructions or requests to place deposits on constant Notice, rolling Notice, or to close an Account and transfer funds to a new identical Account in order to benefit from interest capitalisation.

## Section J – Regular Savings Tracker Accounts

### Specific Conditions

- J1.1 A Gold Account will need to be opened and You must make the monthly deposits only by standing order from Your Gold Account.
- J1.2 A minimum of £25 and a maximum of £500 can be paid into the Account each month for a period of 12 months.
- J1.3 You can change the amount of Your monthly deposit within the 12-month term, as long as it remains above the minimum monthly deposit and below the maximum monthly deposit.
- J1.4 The minimum term of the Account is 12 months and a minimum balance of £1 must be maintained at all times during the term.
- J1.5 The rate of interest payable is a variable rate of interest which tracks the Bank of England Base Rate. We will not change the margin applied to track the Base Rate during the term of the account.
- J1.6 The interest rate will change the next working day after the Bank of England Base Rate announcement.
- J1.7 Interest will only accrue and be paid on balances up to the maximum amount of £6,000 (based on 12 maximum monthly deposits of £500). This means that nil interest will accrue or be paid on any balance amount above £6,000 as a result of You depositing more than the maximum monthly amount by standing order from Your Gold Account or by transferring additional amounts from any other account.
- J1.8 You can make withdrawals or payments out of the Account using Mobile, Online or Telephone Banking, as long as you maintain the minimum account balance. You do not need to give Us notice to withdraw funds. For the Young Savers Account, You will not be eligible for the cashback if you make withdrawals at any time during the term of the account.
- J1.9 At the end of the 12 months your capital, interest and any cashback (if applicable for the Young Savers Account) will be paid into Your Gold Account.
- J1.10 Cheque books or cards are not available.
- J1.11 Standing orders or Direct Debits are not permitted.
- J1.12 You can have one of these accounts only per individual and it can be in Your sole name or in joint names.
- J1.13 For the Young Savers specific Account, You must be aged between 16 and 21 years at the time of account opening.
- J1.14 We can close Your Account and transfer the funds to Your Gold Account if you break any of the above terms.

## 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



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