

General Terms and Conditions

Effective from 1 March 2017

Please read and keep for future reference

These Terms and Conditions and Important Information apply to accounts opened with Santander International with:

- Sort Code of 16-51-71
- Sort Code of 16-58-20
- A 10-digit account number prefixed with MM

These Terms and Conditions and Important Information do not apply to accounts opened with the sort code: 09-16-01, 09-07-10 and Fixed Rate Bond accounts opened with Santander in the Isle of Man.



Santander
International

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Introduction

Santander International is the registered business name of Santander UK plc, acting through its Jersey Branch (Santander UK plc, Jersey Branch) in relation to accounts located in Jersey and acting through its Isle of Man Branch (Santander UK 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 Client) and Santander UK plc, Jersey Branch and/or Santander UK plc, Isle of Man Branch for all accounts held with Santander UK plc, Jersey Branch and for all accounts held with Santander UK 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 UK 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 as stated on the front cover. 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.

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 UK plc, Jersey Branch trading as Santander International accepts deposits as principal in Jersey and Santander UK plc, Isle of Man Branch trading as Santander International accepts deposits as principal in the Isle of Man. Santander UK plc, Jersey Branch and Santander UK 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 UK plc’s ultimate parent undertaking and controlling organisation is Banco Santander, S.A., a company incorporated in Spain.

All references to sterling or £ are to be construed as references to the currency of the United Kingdom; all references to US dollars or \$ are to be construed as references to the currency of the United States of America; and all references to euro or € are to be construed as references to the currency of the European Union issued by the European Central Bank.

Definitions

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

‘Account’ means your Santander International bank Account operated and maintained by us in your name.

‘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.

‘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 Client or authorised Third Party who has accessed either the Telephone Banking or Online 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 a variable lending rate as set by each country’s central bank.

‘Block or Blocked’ means an action of the Bank to preserve the funds held on an Account, by means of restricting credits and debits to the Account as necessary for example, to protect the account holder(s), the Bank or other third party from financial loss.

‘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.

‘Call Account’ means any Account from which funds can be accessed immediately. Not including the Gold Bank 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 D, Visa debit cards.

‘Card Transaction’ means any purchase or cash withdrawal made with your card that you have authorised.

‘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.

‘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 the European Union Savings Tax Directive or other applicable legislation are classed to reside for tax purposes.

‘Date of Receipt’ means the actual Business Day when we receive items such as cheques for processing.

‘Day Count’ means the common Accounting convention that affects 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, which is arranged by the organisation that receives the money.

The **‘Direct Debit Guarantee’** means:

- 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
- 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
- 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 regarding an Account. Until the dispute is resolved the Account will be Blocked and no debits or credits except for Standing Orders and Structured Product returns will be allowed, unless a written instruction is received by us and is signed by all clients on the Account. Any of the account holders can ask for a dispute Block to be applied to the Account.

‘Dual Residency’ means that you are resident for tax purposes in more than one country in a single year. Different countries use different criteria to decide whether someone is resident for tax purposes. It is therefore possible for an individual to be regarded as resident for tax purposes under the laws of more than one country.

‘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 European Union Savings Tax Directive or any similar savings taxation agreements or legislation.

‘European Union Savings Tax Directive or (EUSTD)’ is a framework for laws between the member states of the European Union, (and other jurisdictions subject to the EUSTD such as Gibraltar), which requires each member state to allow the Exchange of Information between each other about European Union Resident Individuals who earn interest on savings and investments in one EU member state but live in another jurisdiction.

‘Exchange of Information’ means the automatic exchange of information of interest paid to individuals, corporate and 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 EUSTD, FATCA (Foreign Account Tax Compliance Act) and similar regulations.

‘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.

‘Individual’ means each individual person operating an Account with Santander International.

‘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(s) contained in our application form or as amended from time to time.

‘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.

‘Notice Account’ means any Account on which funds cannot be accessed immediately, this excludes the Base Rate Tracker Accounts. A period of notice to withdraw these funds must be provided and this period of notice cannot be waived.

‘Notice Period’ is the period of time, in days, determined by the Terms and Conditions and the type of Notice Account held, that must be given by you to the Bank to facilitate a withdrawal. The period starts from the Business Day we receive your notification for the amount specified. Funds held on the Notice Account will continue to earn interest up to, but not including the date of withdrawal. If your withdrawal instruction is received in writing we will issue you with a confirmation slip. No confirmation is sent if we receive your instruction via our Telephone Banking Service or via our Online Banking Service. No Confirmation is sent for the Premium Notice Account.

‘Ombudsman’ shall mean the Channel Islands Financial Ombudsman if the Relevant Jurisdiction is Jersey, and the Isle of Man Financial Services Ombudsman if the Relevant Jurisdiction is the Isle of Man.

‘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-In 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.

‘PIN Advice’ means the notification we will send you containing your PIN.

‘Relevant Branch’ means Santander UK plc, Jersey Branch where your Account is located (or is to be located) in Jersey and Santander UK 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 UK plc, Jersey Branch and the Isle of Man where your account is located (or is to be located) with Santander UK plc, Isle of Man Branch.

‘Renewal Card’ means a new card issued to you before the expiry date of your old card, which bears the same card number.

‘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 to encourage a change in behaviour, to exert pressure to comply with a set objective, as a punitive measure when diplomatic efforts have failed and to deter, prevent and suppress the financing of terrorism and terrorist acts.

‘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.

‘Security Details’ means your personalised information used to remotely access our services, and includes Temporary Online Log-In Password; Online Log-In 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 or Online Banking Service.

‘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 Area’ means the United Kingdom, Channel Islands, Isle of Man and Gibraltar.

‘SWIFT’ means the Society for Worldwide Interbank Financial Telecommunications.

‘Tax Authority’ means the competent authority charged with the collection of taxes in any country.

‘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 Log-In Password’ means the temporary password 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-In Password after your initial log-in to the Online Banking Service.

‘Third Party Authorisation’ means an Individual who you nominate to be able to access information and carry out certain Account operations on your behalf (see Third Party Authorisation Form for full details and restrictions). This form is available on request or on our Website. ‘Third Party’ shall be construed accordingly.

‘UK Base Rate’ means The Bank of England’s Repo interest rate, which is set by the Monetary Policy Committee.

‘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.

‘Voucher’ means a receipt for goods or services obtained when using your Visa debit card for payment.

‘Website’ means www.santanderinternational.co.uk

‘You’, ‘Your’ means the person(s) in whose name(s) the Santander International Account has been opened and who has signed the application form or is authorised to sign on the Account as a third party.

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 C onwards.

A1 Opening and operating your personal Account.

- A1.1 To open an Account, you must be at least 18 years old, and not be restricted in your Country of Residence from opening an Account with us.
- A1.2 We only accept personal Accounts which are used solely for personal banking. Business Accounts are not accepted. Account acceptance will be at our sole discretion. For private investment companies and corporate Accounts, please refer to the Corporate Terms and Conditions and for Trusts, please refer to the Trust Terms and Conditions, available on request. The Corporate Terms and Conditions and the Trust Terms and Conditions are supplementary Terms and Conditions to these Terms and Conditions.
- A1.3 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) 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.
- A1.4 The maximum number of named Individuals permitted on any personal Account is four.
- A1.5 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.
- A1.6 You may authorise another person to operate your Account on your behalf. A Third Party Authorisation Form must be completed by all named account holders and the nominated person will also be required to provide documentary evidence of identity, current permanent residential address and country of residence for tax purposes. We reserve the right to request further information in order to authenticate the Third Party.
- A1.7 Existing clients 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. See section B2 for further details.
- 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 a joint 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 on a joint Account, 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 a joint Account shall be responsible, both jointly and as Individuals, for any amounts owing to us on the Account.
- 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 data protection laws in the Relevant Jurisdiction and other legislation.
- 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 If you send us any documentation in a language other than English, we will notify you of the applicable translation charge and obtain your agreement before it is translated. The charge incurred will be debited to your Account.
- 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 identification documentation for you is held by us, with the exception of the opening of a new Gold Bank Account where you will be required to complete our Gold Bank Account and Visa debit card application form.
- A1.18 We will regularly review the information you hold with us, to ensure that our Know Your Customer/ Business (KYC/KYB) 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 card, transactions on your Account and your Online 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 dormant 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 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 client's funds or any form of penalty being imposed upon the Bank.

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. For security reasons, you cannot close your Account using our Online Banking Service.

A2.2 We reserve the right not to close your Account until you have returned all cards issued or have destroyed them prior to return. You will be liable for any transactions you have made which are paid by us after closure together with any charges incurred. Any recurring transactions or regular payments must be cancelled directly with the Visa Merchant concerned. You will continue to be liable for all payments until such time as cancellation takes effect.

A2.3 We may close your Account(s) at any time and repay the balance to you, together with any interest due. We do not have 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 may repay the balance via cheque to the correspondence address we hold on file for you, unless the amount is less than £5 or its currency equivalent in which case we may pay the balance to charity. If your correspondence address is not in our opinion current or a Safe Correspondence Address, we may hold any such cheque in safe-keeping until such time as you provide an alternative correspondence address.

A2.4 We may also close your Account(s) with us by cancelling any amount in the Account if we cannot trace you after we have made reasonable enquiries.

A3 Telephone Banking Service

A3.1 We provide a Telephone Banking Service, on all Business Days. Please refer to the useful contact numbers section, which can be found at the beginning 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 (See Section A3) 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 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.

A3.5 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.

A3.6 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.

A3.7 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.

A3.8 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 Deposits are only accepted in Individual or joint names as per the Mandate.

- A4.2 Once your Account is open, we will accept cheques or drafts in most major currencies. 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.
- A4.3 You may deposit funds into your Account by electronic transfer from another bank; please refer to our Electronic Transfer leaflet or Website for details of how to send funds to us electronically.
- A4.4 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.
- A4.5 We will action all electronic transfers that require a Foreign Exchange transaction received by 1pm (UK time) for same day value at the prevailing exchange rate on the day of receipt. Transfer instructions received after 1pm (UK time) will be treated as received and actioned on the next Business Day, unless we have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT Message before 1pm (UK time) on the date of receipt.
- A4.6 Funds will be applied to the Account number, or IBAN, quoted. In the absence of an Account number being quoted or the quoted Account number, 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.
- A4.7 (1) a) 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 (further details available from www.apacs.org.uk). Sterling cheques drawn on another Account with the Bank will receive value for interest purposes on the date of credit to the Account.
- b) US dollar cheques (drawn on a bank in the US), credited to a US dollar Account will be deemed to have cleared for interest purposes five Business Days after the date of receipt and for withdrawal purposes 20 Business Days after the date of receipt. We reserve the right to send a US dollar cheque for negotiation or collection in certain circumstances (see clause A4.8 (1) c), and if we do, we will write to you to advise you of our action. Please refer to our Charges leaflet, which can be found on our Website or call us, for details of charges which you may be responsible for when sending US dollar cheques to your Account.
- c) Foreign cheques, including Sterling cheques drawn outside the Sterling Area, US dollar cheques drawn outside the United States of America, cheques drawn in euro and all other currency cheques will be sent for negotiation or collection and will be deemed to have cleared for both interest and withdrawal purposes when we have received the proceeds. Please refer to our Charges leaflet, which can be found on our Website or call us for details of charges which you may be responsible for when sending foreign cheques to your 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.
- A4.8 We do not permit withdrawals against uncleared funds.
- A4.9 We do not accept sterling cash deposits, travellers cheques, postal or international money orders.

A4.10 In order to comply with anti-money laundering, drug trafficking and 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.

A4.11 We reserve the right to refuse any deposit at our sole discretion. 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.

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 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 A1.3); 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 Telephone Banking Service; or
- e) you do not have sufficient cleared funds in your Account to make the withdrawal; or
- f) a Legal Order has prohibited withdrawals from the Account; or
- g) your Account is closed or Blocked; or
- h) you have not provided us with complete and correct withdrawal instructions; or
- i) you have not provided us with satisfactory details regarding the source of any funds you have deposited with us (see clause A4.10); or

- j) 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
- k) 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
- l) you have committed any fraud or violated any law or regulation.

A5.2 For reasons of security we cannot 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 periodic security checks, and this may delay the processing of the withdrawal. Further, we reserve the right to refuse to carry out any instruction if we are in any doubt regarding its authenticity or in any other circumstances where we consider it necessary or desirable to protect your or our interests.

A5.4 Instructions to transfer sterling to banks within the Sterling Area must specify whether the transfer is to be made by BACS or CHAPS. If you do not specify how the transfer should be made we reserve the right to send payments of up to £5,000 by BACS and payments of more than £5,000 by CHAPS, for which the applicable charge will be levied.

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 or BACS. Similar transfer instructions we receive after 1pm (UK time) will be treated as received and actioned on the next Business Day.

A5.6 Electronic transfer instructions received by 1pm (UK time) that do not involve any currency exchange, will be actioned on the date of receipt.

A5.7 We will treat all withdrawal instructions received by us after 1pm (UK time), as if received and actioned on the next Business Day. We may refuse to effect a withdrawal instruction where there are reasonable circumstances for doing so.

- A5.8 Internal transfer instructions received before 4pm (UK time) that do not require a currency exchange will be actioned on the day of receipt.
- A5.9 Internal transfer instructions received after 4pm (UK time) that do not require a currency exchange will be actioned on the next Business Day.
- A5.10 Internal transfer instructions received before 3pm (UK time) that require Foreign Exchange will be carried out for Spot Value at the 'day's' prevailing exchange rates. Internal transfer instructions that require a currency exchange received after 3pm (UK time) will be treated as received and actioned on the next Business Day for Spot Value at the 'day's' prevailing exchange rate.
- A5.11 Withdrawals may be made by card, cheque, Standing Order or Direct Debit, depending on the type and currency of the Account. Standing Orders will only be accepted in Sterling from a Gold Bank Account and if the payee bank has a valid BACS UK sort code.
- A5.12 Withdrawals may be made by electronic transfer (SWIFT, CHAPS or BACS). For Gold Bank Account clients, withdrawals may also be made using your associated 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.
- A5.13 Charges for making payments by Standing Order are in accordance with our published Charges leaflet which can be found on our Website or available on request. There is no additional charge to set up a Standing Order.
- A5.14 We do not provide the following services:
- a) counter cash withdrawals in any currency
 - b) travellers cheques
 - c) international money orders
 - d) bankers' drafts
 - e) hold mail service
- A5.15 Withdrawals from Notice Accounts are subject to a requisite Notice Period. Requests for withdrawals from Fixed Deposit Contracts are not permitted before the Maturity Date (see Section G for further details).
- A5.16 Subject to normal Business Days, payments will be made for the following value dates:
- a) sterling payments – same day value
 - b) US dollar payments – Spot Value
 - c) euro payments – Spot Value
 - d) all other currencies – Spot Value
- A5.17 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.
- A5.18 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). 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.
- A5.19 We can also apply Condition A5.18 to pay money you owe on other accounts which you hold with any other member of the Santander Group of companies in the UK.
- A5.20 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.
- A5.21 We reserve the right to charge for processing withdrawals (see Charges leaflet), which can be found on our Website or provided on request.
- A5.22 When making international funds transfers you should be aware that other banks and/or agents may levy additional charges. We cannot influence such charges and they remain your responsibility.
- ## 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 funds into your Account up until the day before the funds are withdrawn from the bank.

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

A6.3 As detailed further in clause A8.6 and A8.7 (below) 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:

- provide any documentation or information to a Tax Authority (local or overseas) ; or
- 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 G).

We may make a change for one or more of the following reasons:

- 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 .

If we change our interest rates we will put notices on our Website.

A6.6 We may change our interest rates for any valid reason not included in clause A6.5. If we do so we will give you personal notice at the earliest opportunity and you are free to close your Account immediately without penalty or loss of interest. 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 at the rates published, which are available on request from our office, which you can find at the beginning of this document via the useful contacts section and on our Website.

A6.8 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.

A6.9 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 one or more of the following reasons:

- 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.

If we introduce a new day-to-day charge, or increase any day-to-day charge, for one of the reasons listed above, we will tell you personally in writing at least 30 days before the change takes effect.

- A7.2 We may change our charges for any valid reason not included in clause A7.1. If we do so we will give you personal notice at the earliest opportunity. You are free to close your Account immediately without penalty or loss of interest. This does not apply to Fixed Deposit Contracts or Notice Accounts, where the full term of the contract or notice must be applied.
- 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 and agents, some of whom may be in other countries. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies 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.
- 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 would prefer not to receive this information you should write to Santander International, PO Box 545, St Helier, Jersey JE4 8XG 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, PO Box 545, St Helier, Jersey JE4 8XG 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. We will charge you should we provide information under this provision. This is known as a Subject Access Request.
- A8.5 We may use the information you provide to search credit reference agencies. We may also search 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.
- A8.6 We may be legally obliged or authorised to disclose information about you and your Accounts and where applicable your company or trust held in the Relevant Jurisdiction, to the Tax Authorities 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.

If you have overseas tax obligations then you will be reportable to the relevant overseas tax authority/ies should there be an international information sharing agreement in place with the Relevant Jurisdiction. You agree that we may provide any documentation or information to the Tax Authorities in the Relevant Jurisdiction 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 Relevant Jurisdiction.

A8.7 Santander UK 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 Client 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 the UK Data Protection Act 1998.

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 or another overseas Tax Authority.

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 We will not be liable to you for any loss you may suffer if we disclose information in accordance with these terms and conditions.

A8.11 In addition to the information you provide, we may also collect information about any signatory to an Account from:

- a) other Account holdings with which signatory(ies) are connected; and
- b) other organisations, including credit reference agencies and fraud prevention agencies; and
- c) the way you use our products and services, e.g., Account transactions.

A8.12 We may give details of your Account or your name and address and other information about you to anyone else if:

- a) we are required or authorised to do so, by the law; of the Relevant Jurisdiction or the law of any other jurisdiction; or

- b) this is necessary to protect your or our interests; or
- c) disclosure is made at your request or with your consent; or
- d) we consider it necessary or desirable to disclose to any police, judicial, fiscal, regulatory or other public authority in any jurisdiction; or
- e) where we transfer our rights and obligations under this agreement or intend to do so (see A11.3)

A8.13 We will disclose your name and address on all payment instructions.

A8.14 We will not disclose your information to anyone outside the group, other than for the purposes described above, unless:

- a) we have your permission; or
- b) we are required to do so by law; or
- c) 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 into the currency in which your Account is held, for Spot Value.

A9.3 Currency conversions will be carried out at the prevailing exchange rate of Santander International, up to 1pm (UK time) on the date the instruction is received, for Spot Value. Instructions received after 1pm (UK time) will be treated as received and actioned on the next Business Day.

A9.4 We will action all electronic transfers that require a Foreign Exchange transaction received by 1pm (UK time) for same day value at the prevailing exchange rate on the day of receipt. Transfer instructions received after 1pm (UK time) will be treated as received and actioned on the next Business Day, unless we have received prior notification by Authenticated Telegraphic Advice or Authenticated SWIFT message before 1pm (UK time) on the date of receipt.

- A9.5 Where electronic transfer instructions requiring a currency exchange, are received by 1pm (UK time), the currency exchange and payment instruction will be carried out for Spot Value at the day's prevailing exchange rate. Electronic transfer instructions that require a currency exchange received after 1pm (UK time) will be treated as received and actioned on the next Business Day for Spot Value at the day's 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 for Spot Value at the 'day's' prevailing exchange rate.
- A9.7 Internal transfer instructions that require a currency exchange received after 3pm (UK time) will be treated as received and actioned on the next Business Day for Spot Value at the 'day's' prevailing exchange rate.

A10 Statements

- A10.1 Statements will only 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.
- A10.2 Additional Statements or copies of Statements are available upon request, subject to a charge (see Charges leaflet which is available on our Website).
- A10.3 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 should co-operate with us and the police, if we need to involve them.

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.

- 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 notice in writing of the change. Under these circumstances, you can close or switch your Account without giving us notice, at any time up to 60 days from the date of notification of the change. You will not have to pay any additional charges for doing so.
- (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 notice in writing or 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.

A11.5 We reserve the right to cease offering any form of Account without prior notice.

A11.6 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.

A11.7 These Terms and Conditions are governed by and in accordance with the laws of the Relevant Jurisdiction. You and we submit to the non-exclusive jurisdiction of the courts of the Relevant Jurisdiction.

A11.8 These Terms and Conditions are standard for all Accounts.

Specific Accounts or products may have additional specific Terms and Conditions, and will be applicable in addition to these Terms and Conditions. If Account specific Terms and Conditions differ from these Terms and Conditions, the Account specific Terms and Conditions will apply.

A11.9 We care about the service we provide to you. We make every effort to maintain the highest possible standards and to improve the way we do things. If you are dissatisfied in some way, you should contact us and we will make every effort to resolve the issue with you.

A11.10 i) We take complaints very seriously and will endeavour to resolve any complaints fairly and in a timely manner.

ii) In the event that you are not satisfied with the terms of the complaint resolution, you can request the matter to be referred to our Internal Arbitrator.

iii) Should a satisfactory conclusion still not be achieved, you can refer the matter to the Ombudsman. Contact details for the Ombudsman can be found below:

Jersey

Channel Islands Financial Ombudsman
P O Box 114, Jersey, Channel Islands JE4 9QG
enquiries@ci-fo.org

Isle of Man

Isle of Man Financial Services Ombudsman Scheme
Isle of Man Office of Fair Trading
Thie Slieau Whallian, Foxdale Road, St John's,
Isle of Man IM4 3AS
ombudsman@iomoft.gov.im

A11.11 Please make sure you let us know when you change your:

- name
- residential or correspondence address
- phone number
- email address
- occupation or employment details
- Country of Residence
- nationality/dual nationality

You must advise us as soon as possible in writing, or by telephone, providing you have registered for our Telephone Banking Service and are successfully authenticated. Please note for security reasons, you cannot change your address using the Online Banking Service. If we do not hold correct information we may Block your Account to protect both you and us.

A11.12 Please take care when storing or destroying information about your Accounts. People who commit fraud use many methods, such as "bin raiding", to get this type of information. You should take simple steps such as shredding printed material. You will find the APACS Website www.cardwatch.org.uk a helpful guide on what to do if you suspect card fraud.

Section B – Using our Online Banking Service

B1 Online Banking Service

- B1.1 When you first access our Online Banking Service, you will be asked to accept the conditions of the Online Banking Service. You will not be able to access your Account information on the Online Banking Service until you have accepted the terms of use.
- B1.2 This service may be unavailable to clients living in certain countries due to regulatory restrictions. It is for you to confirm that no regulatory restrictions apply to you in the country in which you reside. For this reason the information on our Website and Online Banking Service is not an advertisement or an offer to sell products or services in countries where local laws do not permit their promotion or sale.
- B1.3 The Online Banking Service is available 24 hours a day, 7 days a week subject to some periods of maintenance.
- 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're totally committed to protecting you when you use our Online Banking Service, but it is imperative that you follow our 'golden rules for safe online Online banking', which are available, along with important information on email scams and fake websites, from the 'Security Centre' page on our Website, www.santanderinternational.co.uk

B2 Online Security

- B2.1 You will be able to access the Online Banking Service once you are an Authenticated User by entering your Security Details which you will be requested to set up during the registration process. You should change your Online Log-In Password regularly or if requested to do so by us.

- B2.2 You must keep your Security Details secret at all times, and must not leave your computer unattended whilst logged into the Online Banking Service. You must not tell anyone these details or write them down in such a way that someone could use them to access the Online Banking Service. If you think that your Security Details may have been compromised you must change your Online Log-In Password immediately and notify us immediately by telephone.

To make your Security Details harder to guess, follow these rules:

- the Online Log-In Password should be a combination of characters and numbers between 8 and 16 characters in length
- avoid obvious character and number sequences
- choose Security Details which are familiar but difficult for others to guess
- use an Online Log-In Password and Security Details that can be typed relatively quickly making it difficult for someone else to observe
- change your Online Log-In Password if you suspect that someone else may know it
- never write down your Security Details or disclose them via email
- never tell anyone your Security Details, not even employees of Santander International

- B2.3 Provided that you have followed the conditions set out in clauses B1.5 and B2.2, we will accept liability for any loss you suffer as a result of unauthorised access to your Online Banking Account(s). We will never ask you to disclose your Security Details in full; do not respond to such requests as they may be fraudulent.

- B2.4 Once Telephone Banking has been activated you will be eligible to register for our Online Banking Service. To access the Online Banking Service, you must contact us. Once you have been successfully authenticated, you will be required to set up your Security Details. You will be emailed a Temporary Online Log-In Password which will expire after 30 calendar days. When you Log-In to the Online Banking Service for the first time using the Temporary Online Log-In Password, you must change your Temporary Online Log-In Password.

B3 Locking and unlocking the Online Banking Service

- B3.1 If you make repeated attempts to access the Online Banking Service using incorrect Security Details your Online Banking Account will be automatically locked after a predefined number of attempts. For your security we will only assist you in resetting your Security Details by telephone if you have registered for our Telephone Banking Service and have been positively identified as the account holder. For security reasons we cannot reset your Security Details by email.

B4 Transactions on the Account

- B4.1 As an Authenticated User, payment transfer instructions and requests to set-up or amend Standing Orders on your Account, may be made using the Online Banking Service. We, or a third party acting on our behalf, are responsible for completing transfers to and from your Account(s), where terms or Notice Periods permit, as well as amendments to Account information. Neither we nor any third party acting on our behalf will be liable in certain circumstances. (Please refer to clause A5.1 for further details.)

- B4.2 We may, at our sole discretion, refuse to effect any transactions or amendments.
- B4.3 Once transfer and amendment instructions using the Online Banking Service have been confirmed by you and cleared, they cannot be changed.
- B4.4 Withdrawals made by the Online Banking Service are subject to restrictions; please refer to section A5, Withdrawals, for further details.
- B4.5 Confirmation of receipt of any of your transactions or instructions will be acknowledged as being received by us as soon as you press 'submit', unless clause A5.1 applies.

Section C – Gold Bank Account

C1 Statements

- C1.1 Statements are issued monthly.

C2 Interest

- C2.1 We will calculate interest daily on the cleared balance in the Account. We will credit interest on a quarterly basis on the first Business Day of January, April, July and October.

C3 Withdrawals

- C3.1 All withdrawals are subject to you giving us instructions and information as set out in Section A.
- C3.2 Cleared funds in the Gold Bank Account may be withdrawn without notice.

- C3.3 Cheques may only be written in sterling from the sterling Account and only on the cheque book we provide for that purpose.

- C3.4 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.

- C3.5 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.

- C3.6 When writing a cheque, you must insert the date on which the cheque is written.

- C3.7 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.
- C3.8 Some of the reasons for us returning a cheque unpaid are:
- insufficient cleared funds on the Account
 - out of date (older than six months since date of issue)
 - the signature does not agree with our records
 - the information on the cheque is incomplete or the words and figures of the amount differ
 - we doubt the authenticity of the cheque
- C3.9 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.
- C3.10 To identify the cheque prior to placing a stop on it we will need all the following information:
- account number
 - cheque number
 - payee
 - date of issue
 - amount
- C3.11 You must keep your cheque book safe and notify us immediately if you consider your cheque book 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.
- C3.12 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 D for more details on the card.
- C3.13 The Gold Bank Account offers the facility for you to arrange regular payments by Standing Order in sterling only and where the payee bank has a valid BACS UK sort code.
- C3.14 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.
- C3.15 Standing Order amendments or cancellations must be advised to us in writing or by notification to our Telephone Banking Service by Authenticated Users.
- C3.16 The Gold Bank 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.
- C3.17 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.
- C3.18 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.
- C3.19 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.
- C3.20 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.

Section D – Visa debit cards (The Card)

D1 Card facilities

- D1.1 The card(s) available on your Gold Bank Account are Visa debit cards, which are accepted worldwide at Visa Merchants.
- D1.2 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:

- purchase goods and services from Visa Merchants
- obtain cash from Visa ATMs
- perform other functions as may be made available from time to time by Visa International and which we agree to provide.

D2 Card issue

- D2.1 We reserve the right to decline to issue a card without advising you of our reasons.
- D2.2 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.
- D2.3 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 Bank Account. This will apply unless you can provide an alternative 'Safe Correspondence Address'.
- D2.4 On receiving the card(s), the cardholder 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).

- D2.5 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.

- D2.6 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.

- D2.7 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:

- signing the card(s) immediately upon receipt
- not allowing anyone else to use the card
- only disclosing the card number and card verification value (CVV) number to make a card transaction. The card verification value number 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

- D2.8 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.

- D2.9 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.

D3 Personal Identification Number (PIN)

D3.1 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.

D3.2 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. Protect your PIN by following these simple steps:

- upon receipt of the PIN Advice, memorise the PIN and then destroy the PIN Advice
- your PIN is personal to you and you should not share it with anyone
- you should never disclose your PIN to anyone. This includes all Bank staff and the Police
- you should never let anyone else use your PIN, or enter it for you
- it is important to keep your PIN secure and therefore you should never write the PIN on the card or any other item
- it is possible to change your PIN. If you change your PIN, you should avoid using obvious numbers and make sure
- you choose a PIN number that cannot be easily guessed by someone else. For example you should not use numbers or a combination of numbers identifiable to yourself, such as date of birth
- never give your PIN when making purchases by telephone, mail order or when using your card online
- you should take care when entering your PIN and don't enter your PIN if you feel that you are being observed
- any additional cardholders on your Account will have their own PIN so do not disclose your PIN to them
- notify the Bank immediately if someone else knows or is suspected of knowing your PIN

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 being active.

D3.3 If your PIN is written down in any format or held with your card and 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.

D3.4 We can reissue a new PIN to you if you forget it. Please contact us for assistance.

D4 Using your Visa debit cards

D4.1 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.

D4.2 We reserve the right to charge a fee for cash withdrawals.

D4.3 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.

D4.4 You may use your card to spend an amount equivalent to the Available Balance on the Account linked to the card.

D4.5 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.

D4.6 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.

D4.7 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.

D4.8 We reserve the right to change the limits in clauses D4.6, D4.7 and D4.8. Details of current limits are available by calling us.

D4.9 We reserve the right to decline to authorise any purchase if we are unable to make a satisfactory identification of you as the cardholder.

- D4.10 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.
- D4.11 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.
- D4.12 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.
- D4.13 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.
- D4.14 We can only refund a card transaction once we have received cleared funds from the Visa Merchant bank.
- D4.15 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.
- D4.16 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.
- D4.17 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.
- D4.18 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.
- D4.19 Any unrecognised transactions must be disputed, in writing, within 90 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.
- D4.20 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.
- D4.21 You will receive written confirmation of your card transactions via your 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.
- D4.22 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.
- D4.23 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.

D4.24 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.

D4.25 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.

D5 Lost and Stolen Cards

D5.1 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. See the useful contact numbers section available at the beginning of this document.

D5.2 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.

D5.3 Should you 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).

D5.4 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 (this may apply if you fail to take the precautions regarding your card and PIN as specified in clauses D3.2 and D3.3 of these Terms and Conditions 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.

D5.5 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.

D6 Other Card Terms and Conditions

D6.1 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.

D6.2 Should we decide to suspend or cease offering card facilities, we will give you 30 calendar days' notice in writing.

D6.3 The card belongs to and remains the property of the Bank.

Should we notify you for its return, you must immediately:

- stop using the card(s) connected to the Account, and
- destroy the card(s) as advised, and
- 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.

D6.4 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.

D6.5 We make no warranty that all cards will be available to all clients.

Section E – Call Accounts

- E1.1 Cheque books or cards are not available on Call Accounts.
- E1.2 Standing Orders or Direct Debits are not permitted on Call Accounts.
- E1.3 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.
- E1.4 There are no restrictions to the number of withdrawals or minimum withdrawal amount on Call Accounts.
- E1.5 We will calculate interest daily on the cleared balance in the Account. We will credit interest on an annual basis on the first Business Day in January.

Section F – Instant Access Savings Accounts

- F1.1 Cheque books or cards are not available on Instant Access Savings accounts.
- F1.2 Standing Orders or Direct Debits are not permitted on Instant Access Savings accounts.
- F1.3 You do not need to give us notice to withdraw funds from Instant Access Savings accounts.
- F1.4 When you withdraw funds they must be paid to another Account held in your name either solely or jointly with another person.
- We will not make payments to third parties. The receiving Account can be held with Santander International or another financial institution.
- F1.5 Withdrawals are only available by BACS (sterling only), CHAPS or electronic transfer in sterling or another currency.
- F1.6 The frequency of interest payments is dependent on the type of Instant Access Savings Account held. Please see our Website or call us for further details.

Section G – Fixed Deposit Contracts

- G1.1 Cheque books or cards are not available on Fixed Deposit Contracts.
- G1.2 Standing Orders or Direct Debits are not permitted on Fixed Deposit Contracts.
- G1.3 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.
- G1.4 Once a contract has been fixed you cannot withdraw any of the funds until maturity.
- G1.5 To be eligible for a Fixed Deposit Contract you must meet the Minimum Balance requirement and also maintain a Call 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.
- G1.6 New Fixed Deposit Contract requests received by us before 12 noon (UK time) will commence on the day of receipt for sterling Accounts. New US dollar and euro currency Fixed Deposit Contract received by us before 12 noon (UK time) will commence for Spot Value. All requests received after 12 noon (UK time) will be treated as being received the next Business Day.

- G1.7 Instructions to renew a Fixed Deposit Contract on its Maturity Date, must be received by us before 12 noon (UK time) on the day of maturity for sterling Fixed Deposit Contracts, or by 12 noon (UK time) two Business Days prior to the day of maturity for US dollar and euro currency Fixed Deposit Contracts. If we receive your instructions after this time, your maturing funds will be placed in a new Fixed Deposit Contract at the following day's prevailing rates.
- G1.8 If we do not receive instructions for your maturing funds on the Maturity Date the principal and interest will be repaid to your associated Call Account under advice to you and pending your further instructions. We will write to you to confirm principal and interest amounts at least 14 days before your Fixed Deposit Contract matures.
- G1.9 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 Call 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 Call Account.
- G1.10 Interest will be credited gross (without deduction of taxes) to your associated Account.
- G1.11 Matured funds can be accessed on the Maturity Date.
- G1.12 Withdrawals before the Maturity Date are 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.
 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 H – Notice Accounts, including Premium Notice Accounts

- H1.1 Cheque books or cards are not available on Notice Accounts.
- H1.2 Standing Orders or Direct Debits are not permitted on Notice Accounts.
- H1.3 The frequency of interest payments is dependent on the type of Notice Account held. Please see our Website or call us for further details.
- H1.4 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.
- H1.5 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.
- H1.6 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.
- H1.7 Notice may be given in writing by signed letter or by Authenticated Users of the Telephone Banking Service.
- H1.8 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.

- H1.9 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.
- H1.10 If you wish to pay the funds from a Notice Account, to be transferred to a different financial institution 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.
- H1.11 You are not permitted to increase the amount of 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.
- H1.12 Confirmation of the notice and the expiry date of the Notice Period will be sent to you in writing.
- H1.13 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.
- H1.14 If transferring funds to an Account with a lesser Notice Period, you only need to give the differential in the Notice Periods.

Find out more



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