

# Individual Banking

## Terms and Conditions

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## Words in bold

Throughout this document certain words appear in **bold**. This means that the word has a particular meaning which is explained in condition 7 (*Meaning of some of the words we've used*).

# Section A

## Keeping in touch

### 1. Contacting us

If:

- your debit card, cheque book, security details or security device are lost or stolen;
- you suspect that someone else knows your security details or could try to access your account using your debit card, cheque book, security details or security device;
- you lose a device that you use to access online banking or our app or on which your debit card details are stored or the device is stolen,

you must tell us straight away. Please call customer connect on 0800 470 8000 (from outside the UK: +44 20 7578 8247) or (on a working day) contact the branch where your account is held.

You must also give us any information you have in connection with the loss, theft or misuse of your **debit card**, cheque book, **security details**, **security device** or any **device** you use to access online banking or our **app** or on which your **debit card** details are stored. We may share this information with the police or other fraud prevention agencies to help their investigations.

If you've told us any of your **debit card**, cheque book, **security details** or **security device** is lost or stolen or could be used by someone else, you mustn't use it if it's later found.

#### Our general contact details

We've set out below the ways you can contact us. We may at any time add other ways to contact us.

By telephone	Call <b>customer connect</b> on <b>0800 470 8000</b> (or from outside the UK: <b>+44 20 7578 8247</b> ) or (on a <b>working day</b> ) call the branch where your account is held.
By post or by email	Write to our head office at 25 Basinghall Street, London EC2V 5HA. Write to or email the branch where your account is held. You can find details of our branches' telephone numbers, email and postal addresses on our website at: <a href="https://handelsbanken.co.uk/findmybranch">handelsbanken.co.uk/findmybranch</a> . Please don't send confidential information or payment instructions to us by post or email. For details of how to instruct us to make a payment, see condition 3 ( <i>Giving us instructions</i> ).
In person	Visit any of our branches on a <b>working day</b> – contact the branch you intend to visit to check its opening hours on the day you plan to visit.
Online banking or our <b>app</b>	Send a message on online banking or our <b>app</b> (when we offer the ability to send us messages on our <b>app</b> ). This may also include a webchat when we offer the ability to contact us through a webchat. We don't currently offer the ability to send us messages on our <b>app</b> or contact us through a webchat but we'll let you know when we do so. We'll only check occasionally for messages from you through online banking or our <b>app</b> so don't contact us this way if your message is urgent or important (for example if it's an instruction to make a payment or to report a lost or stolen <b>debit card</b> ). Please don't send confidential information or payment instructions to us on a webchat or by a message on online banking or our <b>app</b> . For details of how to instruct us to make a payment, see condition 3 ( <i>Giving us instructions</i> ).
To make a complaint	See condition 4 ( <i>Complaints</i> ).

We may record or listen in to telephone calls with you to (i) check we're meeting our legal or regulatory obligations; (ii) check we've followed your instructions correctly; (iii) try to prevent fraudulent or other criminal activity, and (iv) improve the services we provide to you.

## 2. Contacting you

### Your contact details

We'll contact you by telephone (mobile or landline), post, text message or email using the latest contact details you've given us.

We may also contact you through online banking or our **app** (if you use them), for example by notices or banner messages or by email to your inbox in online banking or our **app**. We don't currently offer an inbox on our **app** but we'll let you know when we do so.

You should check your inbox in online banking (or our **app**) regularly so that you're up to date with statements, notices and any other communications we may send.

We may also include notices or banner messages on our website, [handelsbanken.co.uk](https://www.handelsbanken.co.uk).

Any information we send to you electronically (for example by email or to your inbox in online banking (or our **app**, when we offer an inbox on our **app**) or on a webchat (when we offer the ability to communicate with us through a webchat) may be sent as an electronic attachment such as a pdf. You should ensure any **device** you use to receive information from us has the correct hardware, software, operating system and browser to receive information we send to you.

If you use an email address or mobile phone number (or any other contact details) that someone else also uses, any information we send you using these contact details will be visible to that person.

If we become aware of suspected or actual fraud or security threats to your account, we'll try to contact you (using the most recent contact details you've given us), unless we're prevented from doing so by law or regulation or for security reasons.

### If your contact details or other important details change

If any of your contact details (such as your home address, mobile phone number or email address) change, you should tell us straight away. If you don't tell us, we may try to contact you using another method but we won't be responsible if we can't contact you or if we send any communication or confidential information based on out of date contact details.

You should also tell us about any important changes to your situation such as your name, country of residence or nationality.

### Timing of communications from us

We'll assume you receive a communication:

- sent by post on the second **working day** after posting;
- sent by text message or sent electronically (including by email or to your inbox in online banking or our **app**) when it's sent, and
- delivered in person when it's delivered.

### Language of our agreement and communications

Our agreement is in English and we'll always communicate with you in English.

## 3. Giving us instructions

Unless:

- we tell you that you can only give us instructions in a particular way for a specific account or service;
  - we allow you to give us instructions using another method, or
  - we require additional information to confirm your instruction,
- you can give us instructions (including instructions to make a payment out of your account) by any of the following methods:

Online banking or our <b>app</b>	<ul style="list-style-type: none"> <li>• Giving the <b>security details</b> we ask for and, if the instruction is to make a payment, following our procedures to make a payment.</li> </ul>
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In writing	<ul style="list-style-type: none"> <li>Providing instructions containing your original signature and, if the instruction is to make a payment, following our procedures (including to confirm your identity) to make a payment.</li> </ul> <p><i>You shouldn't send a payment instruction by e-mail, webchat or any other type of electronic communication. However, we may (at our discretion) allow you to sign some standard forms of instructions, including payment instructions, via an electronic signing platform which we allow you to use.</i></p>
Telephone	<ul style="list-style-type: none"> <li>Calling <b>customer connect</b> or the branch where your account is held and giving the <b>security details</b> we ask for and, if the instruction is to make a payment, following our procedures (including to confirm your identity) to make a payment.</li> </ul>
In person at a branch	<ul style="list-style-type: none"> <li>Giving face to face instructions (which we may ask you to confirm in writing) at the branch where your account is held and, if the instruction is to make a payment, following our procedures (including to confirm your identity) to make a payment.</li> </ul>
Using a <b>third party provider</b>	<ul style="list-style-type: none"> <li>Following a <b>third party provider's</b> procedures.</li> </ul>
<b>Debit card</b>	<ul style="list-style-type: none"> <li>Presenting your <b>debit card</b> and (if asked) entering your PIN into a card reader or keypad (or you may be asked to sign);</li> <li>holding your <b>debit card</b> or <b>device</b> near a contactless reader;</li> <li>giving your <b>debit card</b> details to pay for something online or on the telephone;</li> <li>using your <b>debit card</b> to request a cash advance at any bank we have an arrangement with, or</li> <li>if you use a digital version of a <b>debit card</b>, by following the applicable procedures (such as fingerprint ID or face ID) to make a payment.</li> </ul>
At a Post Office or a cash machine	<ul style="list-style-type: none"> <li>Withdrawing cash at a Post Office or at a cash machine using your <b>debit card</b> and PIN. The Post Office or cash machine provider may apply charges if this service is offered.</li> </ul> <p><i>Limits may apply on the amount of cash you may withdraw at a Post Office or at a cash machine.</i></p> <p><i>You can't withdraw cash at any of our branches.</i></p>
Cheque	<ul style="list-style-type: none"> <li>Signing and issuing a cheque in the same currency as your account.</li> </ul>
Direct debit	<ul style="list-style-type: none"> <li>Completing a direct debit instruction.</li> </ul>
Standing order	<ul style="list-style-type: none"> <li>Setting up a standing order.</li> </ul>

#### 4. Complaints

If you have a complaint, please contact one of our branches, call us on **0800 470 8000** (from outside the UK: **+44 20 7578 8247**) or write to our head office. You can find details of our branch email and postal addresses on our website at: [handelsbanken.co.uk/findmybranch](https://handelsbanken.co.uk/findmybranch).

Further details of our complaints procedure and the relevant contact details are available at: [handelsbanken.co.uk/complaints](https://handelsbanken.co.uk/complaints).

If you aren't satisfied with the outcome of your complaint, you may be entitled to refer your complaint free of charge to the Financial Ombudsman Service (an independent organisation which works to resolve complaints between consumers and financial service providers). Details of how to contact the Financial Ombudsman Service are available from us on request or further information can be found on the Financial Ombudsman Service website at: [financial-ombudsman.org.uk](https://financial-ombudsman.org.uk).

# Section B

## Our agreement

### 5. What makes up our agreement and some general terms

When you sign an application form to open an account with us, you're entering into an agreement with us. Our agreement applies to all of our current accounts, savings accounts, deposit accounts (including any additional current account, savings account and deposit account you may open at any time) and any services we tell you it applies to when you start using them.

Our agreement with you is made up of:

- the terms and conditions set out in this document, which are the main terms that apply to your account and to any service we provide to you relating to your account including **debit cards**, online banking and our **app**;
- the additional terms that apply to any account or service we provide to you and that we tell you is subject to these terms and conditions, such as an individual savings account, a fixed term deposit or an **arranged overdraft**. Any such additional terms that apply to such account, deposit or **arranged overdraft** shall take priority over these terms if there is any difference between them;
- our cut-off times and currency information sheet;
- your individual tariff;
- the summary box setting out key product information that we provide to you in respect of any notice deposit account, and
- your application form(s) for your account and any service we provide to you relating to your account including **debit cards**, online banking and our **app**.

#### Exclusion of payment system rules

Any rules or contracts that relate to a payment system (such as, for example, Faster Payments and Bacs), and that concern refunds for **authorised push payment scams**, won't form part of our agreement with you.

#### Your account is for personal use only

You mustn't use your account or any service we provide to you under our agreement for business purposes. Any terms and conditions in respect of a business account won't form part of our agreement.

#### Ask for a copy of these terms and conditions

You can ask us for a copy of these terms and conditions and any other document that forms part of our agreement at any time. You can also find the latest version of these terms and conditions on our website at: [handelsbanken.co.uk/terms](https://handelsbanken.co.uk/terms) or ask the branch where your account is held for a copy.

#### Availability of certain services

Certain services may only be available in respect of certain types of accounts and this may change from time to time. For example:

- **debit cards** may only be available on sterling current accounts;
- cheque books may only be available on sterling and euro current accounts;
- children's accounts may have limited access to online banking and our **app**, and
- the availability of services offered through the Post Office and any other bank we have an arrangement with will depend on the opening hours of the branch of the Post Office or the other bank we have an arrangement with. You should check with the branch of the Post Office or other bank you intend to use.

You can contact **customer connect** or the branch where your account is held for details of the services available on your account.

## 6. Using your personal data

### Our privacy notice

A copy of our privacy notice is available on our website at [handelsbanken.co.uk/privacy](https://handelsbanken.co.uk/privacy). It provides full details of the personal information we collect from you and how we use it (together with a summary of your rights under relevant data protection laws). Please contact us using the options set out in our privacy notice if you have any questions relating to the collection, use and storage of your personal information.

### Consent to use personal data to provide payment services

You agree we may use and keep any personal data you give us to enable us to provide payment services to you. Payment services include the ability to make cash deposits and withdrawals, card payments and electronic payments such as payments by standing order or direct debit. This doesn't affect any rights and obligations you or we have under applicable data protection law.

If you object to us using or keeping your personal data we won't be able to provide payment services to you. If you tell us that you object, or if you end our agreement, we'll stop using your personal data to provide payment services once your account is closed. We may continue to use and keep your personal data for other purposes.

### Sharing information and making payments to tax authorities and/or government agencies under applicable law

We may be required to share information about your account with tax authorities (such as HMRC) or other government agencies or authorities.

To the extent we're required to do so under any applicable law or regulation, we may also set aside money from any account you hold with us and use this money to pay any amount owed by you to (or claimed from you by) any relevant tax authority, government agency or authority.

### Record keeping

We may keep records of any electronic messages (including webchat sessions, when we offer the ability to communicate with us through a webchat), instructions or transactions including the time they were made. When we deal with you, we'll treat our records as conclusive evidence of these, unless there's an obvious mistake.

## 7. Meaning of some of the words we've used

We explain the meaning of some of the words we've used in our agreement below:

<b>app</b>	Our individual banking app.
<b>arranged overdraft</b>	An overdraft up to a limit we agree with you in advance.
<b>authorised push payment scam</b>	This happens when a fraudster deceives you into sending a payment to their account under false pretences. For example, a fraudster may try to trick you to pay an invoice for work done by a tradesperson in your house, but the email requesting payment may have been hacked so that the account to which payment is made belongs to the fraudster instead of the tradesperson.
<b>customer connect</b>	Our customer connect service that offers you general assistance and some payment services.
<b>cut-off time</b>	The latest time on a <b>working day</b> we can accept an instruction to make a payment from your account on the same <b>working day</b> . If we receive your instruction after our cut-off time, we'll treat the instruction as if it was received on the next <b>working day</b> . You can find our cut-off times at <a href="https://handelsbanken.co.uk/IBcutofftimes">handelsbanken.co.uk/IBcutofftimes</a> , or by contacting <b>customer connect</b> or one of our branches.
<b>debit card</b>	Any debit card provided by us for use on your account including a digital version of a debit card (if you use this functionality), which means debit card details stored electronically on a <b>device</b> .
<b>device</b>	Anything you use on its own or together with your <b>security details</b> to access your account or give us instructions such as a mobile phone, tablet or laptop.

<b>EEA</b>	The European Economic Area, which currently means the countries in the European Union and Iceland, Norway and Liechtenstein.
<b>gross negligence</b>	A very significant degree of carelessness.
<b>payee</b>	The intended recipient of a payment.
<b>payment card scheme</b>	A central payment network that enables <b>debit cards</b> to be used to make payments.
<b>reference rate</b>	An external reference rate that is publicly available and which is set by a central bank, such as the Bank of England bank rate.
<b>restricted country</b>	A country included in our restricted countries list (as amended from time to time) available on our website at: <a href="https://handelsbanken.co.uk/restrictedcountries">handelsbanken.co.uk/restrictedcountries</a> . Our restricted countries list is also available from <b>customer connect</b> or the branch where your account is held.
<b>security details</b>	Any security information including any PIN, customer number, password, one time passcode, or any response code, challenge code or any other code input to or generated by a card reader or any digital ID or biometric data (such as a fingerprint ID or face ID) or other security information we require you to use to access your account, give us instructions related to your account or receive our services, as changed by us from time to time.
<b>security device</b>	Any equipment we provide to you from time to time (including log-on cards and card readers) that enables you to access your account, give us instructions related to your account or receive our services.
<b>security measures</b>	Any <b>security details, security devices</b> and other processes, procedures and requirements we ask you to use or follow, as changed by us from time to time. This includes the actions set out in condition 10 ( <i>Looking after your account, debit card, cheque book, security details and security device</i> ). These security measures are so we can check your identity, confirm we're dealing with you and enable you to access your account, give us instructions related to your account or receive our services.
<b>standard exchange rate</b>	The rate we set, as varied by us from time to time, that is the rate at which we'll exchange one currency for a different currency. You can contact <b>customer connect</b> or the branch where your account is held for details of our standard exchange rate.
<b>third party provider</b>	A service provider that is authorised by or registered with the Financial Conduct Authority to access information about, or to make payments on your behalf from, certain of your accounts.
<b>unarranged overdraft</b>	An overdraft we haven't agreed with you in advance or an overdraft which exceeds a limit we agreed with you in advance.
<b>working day</b>	<p>Usually Monday to Friday (excluding bank holidays in England and Wales). A branch's opening hours will be the working day for that branch. Our working day for payments made by Faster Payments is usually every day (subject to the <b>cut-off time</b>).</p> <p>For non-sterling payments (other than in euro), a working day may also need to be a day (other than a Saturday or Sunday) when banks are open for general business in the main financial centre of the country of the relevant foreign currency.</p> <p>For euro payments, a working day may also need to be a day (other than a Saturday or Sunday) when the real time gross settlement system operated by the Eurosystem (or any system that replaces this) is open for payments in euro.</p> <p>For payments in any currency (including sterling) that are to be made to an account outside the UK, a working day may also need to be a day (other than a Saturday or Sunday) when banks are open for general business in the main financial centre of the country to which the payment is to be made.</p>

## 8. Charges

Details of the charges which apply to your account are set out in your individual tariff and are also available from the branch where your account is held. We may charge you for a service which isn't set out in your individual tariff, but we'll tell you how much the charge will be before we provide the service.

We can update your individual tariff from time to time. We'll provide you with an individual tariff, or make one available to you: (i) when you wish to open an account; (ii) when you apply for, and before you use, a particular service that we offer; or (iii) at a later date after you open an account and/or start to use a particular service that we offer.

#### **When charges are deducted – sterling account**

If you have a sterling account, charges will either be deducted from your account at the time we provide the service or, for some services, charges may (at our discretion) accumulate on your sterling account and will be deducted at least once a month.

We'll usually notify you before we deduct any charge which has accumulated on your sterling account. However we won't notify you if the charge is deducted at the time the service is provided and we told you about the charge in your individual tariff or at the time (or before) the service was provided.

#### **When charges are deducted – non-sterling account**

If you have an account with us which is in a currency other than sterling, you must also hold a sterling account with us. If you no longer hold a sterling account with us, we may (i) close your non-sterling account by exercising our rights under condition 34 (Ending our agreement); and (ii) require payment of any charges incurred on your non-sterling account (in sterling) immediately.

If you have an account with us which is in a currency other than sterling, at the time we provide the service we may either deduct any charges directly from that account or from your sterling account.

Alternatively the charges may (at our discretion) accumulate and will be deducted at least once a month from your sterling account. We'll usually notify you before we deduct any charge which has accumulated on your sterling account.

However we won't notify you if the charge is deducted at the time the service is provided and we told you about the charge in your individual tariff or at the time (or before) the service was provided.

If we deduct any charge directly from your account which is in a currency other than sterling we'll convert the charge from sterling into the currency of your account using our **standard exchange rate** (unless we agree a different exchange rate for that charge with you).

#### **If a charge results in an arranged overdraft or unarranged overdraft**

We'll deduct any charge which applies to or is to be deducted from your account even if doing so results in your account going into an **arranged overdraft** or an **unarranged overdraft** or increases your **arranged overdraft** or **unarranged overdraft**. We may do this even if the charge was incurred in respect of another account you have with us.

If the deduction of any charge from your account results in your account going into an **arranged overdraft** or an **unarranged overdraft** or increases your **arranged overdraft** or **unarranged overdraft**, we'll calculate interest on this new balance.

#### **Other taxes**

Other taxes or costs may exist that aren't paid through us or imposed by us. It's your responsibility to pay these taxes or costs.

# Section C

## Keeping your account secure

### 9. Account Security

We need to work together to protect your account and to make sure it stays secure. This section explains what steps we each need to take to achieve this.

#### Providing the information we need

Before we open an account for you (and from time to time while your account is open), you'll need to provide us with certain information (for example identification documents and confirmation of source of wealth and/or source of funds).

If we make a reasonable request for information before we open an account for you and you don't provide it or if the information provided doesn't satisfy our customer identification and verification processes, we may refuse to open an account for you.

#### Checking we're dealing with you

After your account is opened, when you request access to your account or when you give us an instruction relating to your account, we need to confirm your identity to check we're dealing with you. How we do this depends on how you request access to your account or give us your instruction.

The table below sets out examples of the information we may ask you to provide. We may confirm your identity in one of the following ways or in any other way we may require at any time:

Method of contacting us	Information required from you
In person in a branch	Photographic identification such as a current valid passport or photocard driving licence.
In writing to the branch where your account is held	Your original signature.
Online banking, our <b>app</b> and <b>customer connect</b>	Your <b>security details</b> .

We'll never ask you to disclose any of your security details in full. If you're asked to do this (even if the request appears to come from us), you should refuse to disclose any of your security details and contact us straight away.

Once we've confirmed your identity we'll assume we're dealing with you.

### 10. Looking after your account, debit card, cheque book, security details and security device

#### Security measures – things you must do

In order to keep your account and any **debit card** (including a digital version of a **debit card** if you use a digital version of a **debit card**), cheque book, **security details** and **security device** safe you must:

- follow any reasonable instructions we give you regarding the security and safety of your **debit card**, cheque book, **security details** and **security device**;
- keep your **debit card**, cheque book, **security details** and **security device** separate from one another;
- keep your **debit card**, cheque book, **security details** and **security device** confidential and secure;
- securely destroy any personal information or any written notification regarding your **debit card**, cheque book, **security details** and **security device** (for example by shredding it and disposing of the shredded material securely);
- sign your **debit card** when you receive it (if there is a signature strip on your **debit card**);
- securely destroy any unused or cancelled **debit card** (for example by cutting the **debit card** through the signature strip, the magnetic strip and the chip);
- delete the digital version of a **debit card** stored on your **device** before disposing of your **device**;

- take care when writing cheques to avoid them being easily altered by someone else;
- regularly check your statements or other records of transactions;
- take care to ensure no one hears or sees your **security details** when you use them (particularly if you're using a **device** connected to a local area network or any public internet access **device** or access point);
- change your **security details** immediately and tell us as soon as possible if you know, or suspect that, anyone knows your **security details**;
- keep secure any software, equipment and internet connection that you use regularly to access online banking or our **app** and ensure they comply with the security standards we tell you about from time to time;
- ensure that any **device** or computer you use to access online banking or our **app** has up to date anti-virus and anti-spyware software as well as firewall and security patches installed on it;
- if any **device** you use to access online banking or our **app** is lost or stolen and is then found, change your **security details** before using the **device** to access online banking or our **app**;
- carry out virus checks on any **device** or computer you use to access online banking or our **app** on a regular basis;
- log out of our **app** and online banking once you've finished using whichever one of them you're logged in to;
- promptly complete any available updates to our **app**;
- delete or uninstall our **app** before disposing of your **device**;
- follow any reasonable instructions we may give you regarding use of online banking or our **app**, and
- let us know as soon as possible if any equipment we provide to you is lost, damaged or faulty.

#### Security measures – things you must not do

In addition, in order to keep your account and any **debit card**, cheque book, **security details** or **security device** that we provide to you safe you must not:

- tell anyone else any of your **security details** other than a **third party provider** that requires your **security details** to provide their services to you;
- allow anyone else to give instructions or access information from your account unless they've been authorised by you to operate your account in line with our agreement;
- write down your **security details** in a way that could be understood by someone else;
- choose **security details** that can be easily guessed by others (for example a date of birth or telephone number);
- store your account number, sort code or **security details** on a **device** in a way that can be accessed by others;
- share any of your authentication codes (including a one-time passcode or a card reader code such as a response code or a challenge code) with anyone as these could be used to make payments from your account;
- allow anyone to use your **debit card**, cheque book, **security details** or **security device** (even someone holding a joint account with you) other than a **third party provider** that requires your **security details** to provide their services to you;
- stay logged in to online banking or our **app** on a **device** that's not in your full control or possession;
- leave your **device** unattended if you're logged in to online banking or our **app**;
- allow anyone else to access or use online banking or our **app** using your **device**, or
- collect any information or data from online banking, our **app** or our systems or attempt to read any communication or information not intended for you.

#### Changing our security measures

We may change our **security measures** or add new **security measures** at any time.

#### Replacement debit card, cheque book and security device

If your **debit card**, cheque book or **security device** is lost or stolen or we believe the security of any of them has been compromised, we'll provide you with a replacement if you ask us to do so.

## 11. Additional security measures for online banking and our app

### Finger print or face identification

Some **devices** may allow you to use fingerprint ID or face ID to log in to online banking or our **app**. If it's possible to use this feature, this means that anyone whose fingerprint ID or face ID is registered on your **device** may be able to log in to online banking or our **app** and access your account. You'll need to take steps to prevent this.

We recommend that you don't activate fingerprint ID or face ID to log in to online banking or our **app** if you allow other people to access your **device** using their fingerprint ID or face ID. Before you use fingerprint ID or face ID to log in to

online banking or our **app** you should delete any other fingerprint ID or face ID registered on your **device**. If you don't, any instruction given to us on online banking or our **app** by anyone else who has their fingerprint ID or face ID registered on your **device** will be regarded as given by you.

#### **Jail broken or rooted devices**

We also recommend you don't access online banking or use our **app** on a **device** that has been jail-broken or rooted. If a **device** has been jail-broken or rooted this means that the security features on the **device** have been altered, which makes the **device** less secure and easier for fraudsters to access your **device**, use online banking or our **app** and steal your money.

#### **Payments or transfers you don't recognise**

If we ask you through online banking or our **app** to approve a payment or transfer and you don't recognise it or didn't make it yourself, don't approve it and tell us straight away.

If you receive a transaction alert for a payment or transfer you don't recognise or didn't make yourself, you should also tell us straight away.

# Section D

## Payments into and out of your account

### 12. Payments into your account

A payment can be made into your account in cash, by cheque, electronically or by any other method we may accept from time to time.

#### Confirmation of Payee – payments into your account

Confirmation of Payee is a scheme that aims to reduce fraud and misdirected payments by helping to stop payments going into the wrong account.

When someone is making a payment into your account their bank may check with us that your name matches your other account details. We can give certain information about you and your account to them. This information can include your name and whether you hold a personal or business account with us.

If you wish to opt out of this service, please contact the branch where your account is held to request to opt out. We'll only agree to a request to opt out in exceptional circumstances. If we agree to your request and you subsequently wish to opt back into Confirmation of Payee for payments into your account, you should contact the branch where your account is held.

#### When we may refuse to accept a payment into your account

We may refuse to accept a payment into your account for any of the reasons set out below. While we're checking if any of the reasons apply there may be a delay in the payment being made into your account (even if, after we complete our checks, we're satisfied that no such reasons apply). The reasons are:

- you haven't satisfied our anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements (for example if you've failed to provide any additional information (including identification documents and information about your source of wealth and/or source of funds) which we've reasonably requested from you);
- we reasonably believe it's necessary as a result of us carrying out financial crime risk management activities;
- we reasonably believe there has been, or could be, unauthorised, fraudulent or criminal use of your account or a scam of any kind related to your account;
- we reasonably believe the payment could cause us to breach a legal or regulatory requirement (including any UK or foreign sanction), court order or any other rule which applies (for example the rules of any **payment card scheme** or payment system);
- we reasonably believe the payment could expose us to action or censure from any government, regulator or other authority;
- we reasonably believe the payment could expose us to a claim from any third party;
- we don't accept a request to pay cash into your account;
- the payment is in a currency in which we don't receive payments. Details of the currencies in which we receive payments are available from **customer connect** or the branch where your account is held. We may from time to time (without advance notice) change the currencies in which we receive payments;
- if the payment is made into your account and it would cause the balance on your account to exceed any applicable balance limit, in which case we can refuse the whole of the payment and not only the part of it that exceeds the applicable balance limit. See below in condition 13 (*We may apply a maximum balance limit on your account*) for more details, or
- the payment relates to a **restricted country**. We may treat a payment into your account as relating to a **restricted country** for a number of reasons, including if the person or entity making the payment (or any person or entity connected to the person or entity making the payment), their account, their account provider or any other bank involved in the payment, is located in (or has links to) a **restricted country**, or we reasonably suspect that the payment is likely to be part of a series of payments involving an account held in a **restricted country** or the payment is in any other way related to a **restricted country**.

**Our restricted countries list**

We may change the countries included in our **restricted countries** list at any time for any reason. These include, but aren't limited to, the following reasons: (i) if payments relating to a **restricted country** would be unlawful (for example, if there are legal sanctions or restrictions in place); (ii) if we have reasonable grounds to suspect that a **restricted country** doesn't meet our expectations in relation to financial crime prevention, anti-money laundering, counter terrorist financing and/or anti-bribery and corruption requirements; and/or (iii) if we have commercial reasons to restrict payments relating to any **restricted country**.

You can find further details of the **restricted countries** on our website at: [handelsbanken.co.uk/restrictedcountries](https://handelsbanken.co.uk/restrictedcountries), or by contacting **customer connect** or the branch where your account is held.

**Making a payment into your account in a different currency to the currency of your account**

If a payment is made into your account in a different currency to the currency of your account, provided the payment is in a currency we accept, we'll convert the payment into the currency of your account using our **standard exchange rate** unless we agree a different exchange rate with you for that payment. For example if a payment in euros is made into your sterling account, the amount of the payment in euros will be converted into an amount in sterling and then the amount in sterling will be paid into your account.

**13. When a payment made into your account will be available to use**

Unless we refuse to accept the payment if we're entitled to do so under our agreement or unless there's a delay while we check whether we're entitled to refuse to accept it, a payment made into your account will be available to use as set out in this condition 13 (*When a payment made into your account will be available to use*).

**Cash paid into your account**

We may choose to accept a request to pay cash into your account in the ways set out below but we don't have an obligation to accept any such request.

If we accept cash, it will be available to use and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an **arranged overdraft** or an **unarranged overdraft**) as set out below:

<p>If we accept cash paid in at a UK Post Office using your <b>debit card</b> and PIN</p>	<p>The cash will be available and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) usually on the next <b>working day</b> after it's paid in.</p>
<p>If we accept cash paid in at certain other banks we have an arrangement with using a pre-printed bank giro credit slip from your paying-in book</p>	<p>The cash will be available and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) as soon as we receive it from the other bank, which is usually on the next <b>working day</b> after it's paid in.</p> <p>Other banks may apply charges if this service is offered.</p>

**Limits on the amount of cash paid into your account**

Limits may apply to the amount of cash you can pay into your account. These limits can change at any time. You should contact the branch where your account is held for more information about any limits which may apply.

We don't accept cash for payment into your account at any of our branches or by post.

**Cheques paid into your account**

You can pay in a sterling cheque issued by a UK bank or building society by posting the cheque to us using our Postal Cheque Service. We may also choose to accept a request to pay in a sterling cheque issued by a UK bank or building society that (i) you deliver in person to one of our branches; (ii) you post to any of our branches; or (iii) you pay in at another bank we have an arrangement with, but we don't have an obligation to accept any such request.

**When a cheque is paid in at one of our branches or posted to us**

When a cheque is paid in at one of our branches or posted to one of our branches (if we accept cheques paid in at, or posted to, one of our branches) on a **working day**, we'll usually start to process the cheque on the same **working day**. We've explained below (*When cheque processing begins on the working day after the cheque is paid in or is received by post*) when cheque processing may begin on the **working day** after the cheque is paid in or received.

You can ask **customer connect** or one of our branches about our latest times for processing cheques on a **working day**.

### Postal Cheque Service

The address or addresses that we make available to you for this service may be a P.O. Box address. If the address we make available to you is a P.O. Box address, the cheques that are posted to such a P.O. Box address will then be sent to a processing centre. The cheque clearing cycle set out below (*When a cheque will be available to use and start to earn interest or reduce the interest you pay*) will start when the processing centre receives the cheque. If the processing centre receives the cheque on a day that isn't a **working day**, or after the cut-off time that it stops processing cheques on a **working day**, the cheque clearing cycle set out below will start on the following **working day**.

We can change the address or addresses that we make available to you for our Postal Cheque Service. If we provide you with a new address for this service, it's important that you use this address as soon as possible after we inform you. If you use an old address, it may take longer than usual for the cheque to be received by the processing centre or the processing centre may not receive the cheque at all.

If the address or addresses that we make available to you for our Postal Cheque Service isn't/aren't a P.O. Box address: (i) any cheque that's posted to such an address will still be sent to a processing centre; and (ii) the details about how/when a processing centre will process the cheque set out below in this condition 13 will still apply.

Further information on our Postal Cheque Service is available at [handelsbanken.co.uk/postalchequeservice](https://handelsbanken.co.uk/postalchequeservice), and from time to time, this may include details of any important updates. You can also contact **customer connect** or any branch for information about our Postal Cheque Service.

### If we accept a cheque paid in at another bank

If you're planning to pay in a cheque at another bank and if we accept cheques paid in at another bank, please ask the branch of the bank you intend to use about its latest times for processing cheques on a **working day**.

If we accept cheques paid in at another bank we have an arrangement with, the other bank may apply charges for processing a cheque paid into your account.

### When a cheque will be available to use and start to earn interest or reduce the interest you pay

When a cheque is paid into your account, the cheque will be available to use and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an **arranged overdraft** or an **unarranged overdraft**) as set out below:

<p><i>A sterling cheque issued by a UK bank or building society paid in to a sterling account at one of our branches or posted to us at one of our branches (if we accept the cheque)</i></p>	<p>If we accept a cheque and it's paid in at one of our branches or we receive it by post at one of our branches on a <b>working day</b> before we stop processing cheques on that <b>working day</b>, the money will appear in your account, start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) and be available to use by 11.59pm the next <b>working day</b> after the cheque is paid in or received by post.</p> <p>For example, if a cheque is paid in or received by post at one of our branches on a Monday and we start to process the cheque that day, the money will appear in your account and be available to use before 11.59pm on Tuesday. It'll also start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) before 11.59pm on Tuesday.</p>
<p><i>A sterling cheque issued by a UK bank or building society paid in to a sterling account using another bank we have an arrangement with (if we accept the cheque)</i></p>	<p>If we accept a cheque and it is paid in on a <b>working day</b> before the bank we have an arrangement with stops processing cheques on that <b>working day</b>, the money will appear in your account, start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) and be available to use by 11.59pm the next <b>working day</b> after the cheque is paid in.</p> <p>For example, if a cheque is paid in on a Monday and the bank we have an arrangement with starts to process the cheque that day, the money will appear in your account and be available to use before 11.59pm on Tuesday. It'll also start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) before 11.59pm on Tuesday.</p>

<p><i>A sterling cheque issued by a UK bank or building society paid in to a sterling account that's posted to us using our Postal Cheque Service</i></p>	<p>If a cheque is received by a processing centre on a <b>working day</b> before the processing centre stops processing cheques on that <b>working day</b>, the money will appear in your account, start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) and will be available to use by 11.59pm on the next <b>working day</b> after the cheque is received.</p> <p>For example, if a cheque is received by a processing centre on a Monday and the processing centre starts to process the cheque that day, the money will appear in your account by 11.59pm on Tuesday. It'll start to earn interest before 11:59 pm on Tuesday (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>). The cheque will be available to use before 11.59pm on Tuesday.</p>
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### When cheque processing begins on the working day after the cheque is paid in or is received by post

If a cheque is:

- received by a processing centre by post using our Postal Cheque Service (i) on a **working day** after the processing centre stops processing cheques on that **working day** or (ii) on a day that isn't a **working day**;
- paid in at another bank we have an arrangement with (if we accept cheques paid in at another bank) (i) after that bank stops processing cheques on that **working day** or (ii) on a day that isn't a **working day**; or
- paid in at one of our branches or received by us by post at one of our branches (if we accept cheques paid in at, or posted to, one of our branches) (i) on a **working day** after we stop processing cheques on that **working day** or (ii) on a day that isn't a **working day**,

the cheque processing will start on the next **working day** which means the timings described in the table above will apply on the next **working day**. This means, for example, that if a sterling cheque issued by a UK bank or building society is posted to a processing centre using our Postal Cheque Service and the cheque is paid in or received on a Monday and the processing centre starts to process the cheque on Tuesday, the money will appear in your account and be available to use before 11.59pm on Wednesday. It'll also start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an **arranged overdraft** or an **unarranged overdraft**) before 11.59pm on Wednesday.

### When you'll be able to withdraw money after a cheque is paid into your account

If a cheque is paid into your account, you may not be able to make withdrawals in respect of the cheque until the money is available to use (we've explained when it'll be available to use in the table above).

### When it may take longer to process a cheque and when a cheque may not be accepted at all

Sometimes there may be legal or regulatory reasons, processing limitations or circumstances beyond our control (or beyond the control of another bank we have an arrangement with) which cause a delay to any of the cheque processing timescales described in the table above. This may also mean we're unable (or another bank we have an arrangement with is unable) to accept a cheque at all.

If you pay in a cheque for a large amount we may carry out additional checks which means it may take longer for the cheque to be processed than the timescales stated above.

We may decide not to accept a cheque for payment into your account if the cheque is:

- not accompanied by a pre-printed bank giro credit slip;
- more than six months old;
- made payable to a name that is not the same as the name of the account holder, or
- incomplete, ambiguous or has been altered or appears to have been altered.

### Non-sterling cheques issued by any bank or building society and sterling cheques issued by a bank or building society outside of the UK

There are different processes for cheques in a currency other than sterling issued by any bank or building society and sterling cheques issued by a bank or building society outside of the UK and we don't have an obligation to accept any such cheques. If we do accept the cheque, it'll take longer for the money to appear in your account and become available than the timescales described above.

Please contact the branch where your account is held and we'll tell you if we're able to accept the cheque. We'll also tell you our charges for doing so and we'll explain when the cheque will appear in your account, start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an **arranged overdraft** or an **unarranged overdraft**) and be available to use.

If we accept a cheque in a currency other than sterling for payment into your account and the cheque clears, we'll convert the amount of the cheque into the currency of your account using our **standard exchange rate**, unless we agree a different exchange rate with you for that cheque.

#### What we do if a cheque is returned to us unpaid

If a cheque is returned to us unpaid by the payer's bank (i.e. it bounces) and if the money has appeared in your account, we may take the money back from your account. The table below describes when we can do this. We'll do this even if it means your account goes into or increases an **arranged overdraft** or an **unarranged overdraft**. We'll let you know if a cheque bounces.

If we accept a cheque issued in a different currency to the currency of your account, we'll take back the amount we credited in the currency of your account from your account.

The timescales in which we can take money back from your account if a cheque is returned to us unpaid are as follows:

<p><i>A sterling cheque issued by a UK bank or building society</i></p>	<p>If the cheque is paid in either at one of our branches or at another bank we have an arrangement with (if we accept the cheque), or received by a processing centre using our Postal Cheque Service on a <b>working day</b> before we, a bank we have an arrangement with or the processing centre stop accepting cheques for processing on that <b>working day</b>, we can take money back before 11.59pm on the next <b>working day</b>.</p> <p>For example, if a cheque is paid in at one of our branches (if we accept the cheque) before we stop accepting cheques for processing on a Monday, we can take money back before 11.59pm on Tuesday.</p> <p>If a cheque is paid in either at one of our branches or at another bank we have an arrangement with (if we accept the cheque), or received by a processing centre using our Postal Cheque Service on a <b>working day</b> after we, a bank we have an arrangement with or the processing centre stop accepting cheques for processing on that <b>working day</b> or if it's paid in or received on a day that isn't a <b>working day</b>, we can take money back before 11.59pm on the second <b>working day</b> after the cheque is paid in.</p> <p>For example, if a cheque is paid in at one of our branches (if we accept the cheque) after we stop accepting cheques for processing on a Monday, we can take money back before 11.59pm on Wednesday.</p>
<p><i>A cheque in a currency other than sterling issued by any bank or building society or a sterling cheque issued by a bank or building society outside of the UK (if we accept the cheque)</i></p>	<p>If we accept the cheque, the timescale in which we can take money back will be longer and in some cases there may be no time limit. This will depend on the currency of the cheque and the location of the bank or building society that issued the cheque. Please contact the branch where your account is held for details.</p>

After the timescales described in the table above have passed we can only take money back if you agree, unless you've acted fraudulently in which case the timescales described in the table above won't apply.

#### Electronic payments into your account

An electronic payment received in your account will be available to use and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an **arranged overdraft** or an **unarranged overdraft**) as set out below:

<p><i>A payment received in the same currency as your account (for example a payment made in sterling into your sterling account)</i></p>	<p>The money will be available on the <b>working day</b> we receive the payment. The money will usually start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) on the same <b>working day</b>.</p>
<p><i>Either (i) a payment is received in sterling and your account is in euros or (ii) a payment is received in euros and your account is in sterling</i></p>	<p>The money will be available on the <b>working day</b> we receive the payment. The money will start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) on the same <b>working day</b>.</p>
<p><i>A payment between two accounts held with us (Handelsbanken plc)</i></p>	<p>The money will usually be available on the same <b>working day</b> as the payment is made. The money will usually start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>) on the same <b>working day</b>.</p>

<i>Any other payment</i>	Please contact us and, if we can accept the payment, we'll tell you when the money will be available for you to use and start to earn interest (if interest is payable) or to reduce the interest you pay (if your account is in an <b>arranged overdraft</b> or an <b>unarranged overdraft</b> ).
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### We may apply a maximum balance limit on your account

Other than in respect of a fixed term deposit, we may at any time apply a maximum limit on the amount of money you can hold in your account. In respect of a fixed term deposit, we may apply a maximum limit on the fixed term deposit when we agree to accept the deposit. If the currency of your account is sterling, any maximum limit won't be less than £1,000,000 (unless there is a legal or regulatory requirement for us to apply a lower maximum limit). If the currency of your account isn't sterling the maximum limit will be whatever limit we apply and will be expressed in the currency of your account.

The calculation of the amount of money held in your account excludes any interest that hasn't been added to your account.

We'll tell you about any maximum limit when you open your account or at any time after your account is opened. In respect of a fixed term deposit, we'll tell you about any maximum limit when you open your account. You shouldn't pay any money into your account that results in the amount of money held in your account exceeding the maximum limit and you'll need to withdraw any money held in your account in excess of any maximum limit.

Other than in respect of a fixed term deposit, we may at any time change any maximum limit and we'll let you know before we do so.

## 14. Payments out of your account

You can give us an instruction to make a payment by any of the methods described in condition 3 (*Giving us instructions*). When you do so, you authorise the payment.

Before we act on an instruction to make a payment from your account, we'll check we're dealing with you as described in condition 9 (*Account security*).

You consent to a payment:

- if the payment is a single payment, when you instruct us to make the payment;
- if the payment is a recurring payment (such as a direct debit or standing order), when you give us your instruction to set up the recurring payment; and
- if the payment instruction is given to us through a **third party provider**, when you follow the **third party provider's** procedures to give the instruction to us.

Laws and regulations sometimes require us to confirm two different types of **security details** before we can make a payment. We may not be able to make a payment if you don't provide both types of **security details** when requested.

**We'll never ask you to disclose your security details in full. If you're asked to do this (even if the request appears to come from us) you should refuse to disclose any of your security details and contact us straight away.**

You're responsible for making sure there is enough money in your account (or available **arranged overdraft**) to cover any payment you instruct us to make from your account.

### What information do we need to make a payment from your account?

We usually need the following information in relation to the **payee's** account:

<i>Any payment in sterling to an account in the UK</i>	<ul style="list-style-type: none"> <li>• Sort code</li> <li>• Account number</li> <li>• Building society reference number (where applicable)</li> </ul>
<i>Any payment in a currency other than sterling to an account in the UK and any payment in any currency outside the UK</i>	<ul style="list-style-type: none"> <li>• International Bank Account Number (IBAN) or if the IBAN is not available, the account number</li> <li>• Bank Identifier Code</li> </ul>

You'll also need to give us any other information we need in relation to the payment, although we won't use any of this other information to make the payment. For example:

- we may ask for other information if we need it to meet any specific requirements of the payment system used to make the payment or of the country you wish to make a payment to;
- we may ask for your current telephone number;
- when you're making a payment to someone for the first time, we'll normally also ask for the **payee's** name and whether the account is a business account or a personal account, and
- when you're making a payment to an account outside the UK, we may also ask for the **payee's** full name and address.

You're responsible for checking that the information you provide to us to make a payment is clear, correct and complete. We may ask you to provide additional information if your instruction isn't complete or is unclear, which could cause your payment to be delayed.

### Confirmation of Payee – payments out of your account

We'll let you know when we participate in Confirmation of Payee for payments out of your account.

Confirmation of Payee checks the name on the **payee's** account against the name and other bank details that you give us when you give an instruction to make a payment. You can find more information about Confirmation of Payee on our website at [handelsbanken.co.uk/cop](https://handelsbanken.co.uk/cop).

For some payments from your account made in sterling to an account in the UK, we may ask the **payee's** bank to check that the name you've provided matches the name on the account for which you've given us the account details and sort code. If the **payee's** bank also participates in Confirmation of Payee, they'll tell us if the name matches, partially matches, doesn't match or that a check couldn't be made. We may confirm the outcome of the check with you and ask you to confirm whether you want to proceed with the payment. You should consider the outcome of the check and the payment details carefully to help ensure you're paying the correct person. If you need to, you can amend the payment instruction. If you proceed, we'll assume the details you've given us (such as the account number and sort code) are correct.

You can't opt out of Confirmation of Payee when you're making a payment out of your account.

### Cut-off times

The **cut-off time** for making a payment from your account depends on how we receive your payment instruction, the payment system we use to make the payment, the currency of the payment and where the payment is to be sent. You can find our **cut-off times** on our website at [handelsbanken.co.uk/IBcutofftimes](https://handelsbanken.co.uk/IBcutofftimes), or by contacting **customer connect** or one of our branches. The **cut-off time** will determine when we'll treat your payment instruction as having been received by us.

For payments made in a different currency to the currency of your account (unless we tell you otherwise), the **cut-off time** that will apply is the earlier of (i) the **cut-off time** that applies to the currency of the payment and (ii) the **cut-off time** that applies to payments in the currency of the account from which the payment is made. For example, if you instruct us to make a payment in euros from your sterling account, the **cut-off time** that will usually apply is whichever is earlier between the **cut-off time** for payments in euros and the **cut-off time** for payments in sterling.

If we receive a payment instruction from you after the applicable **cut-off time** or on a day that isn't a **working day**, we'll treat your payment instruction as having been received on the next **working day** and the timings in the table below will start from that day.

### How long will your payment take?

We'll send the payment to the **payee's** bank within the timescales set out below, unless we refuse to make the payment for a reason set out in Section E (*Refusing to act on your instruction*) or unless there's a delay while we check whether any of the reasons set out in Section E apply.

Type of payment	How long will it take to reach the payee's bank?
<i>An electronic payment in sterling from your sterling account to a sterling account in the UK</i>	By the end of the next <b>working day</b> .  If the payment is made by CHAPS (before the <b>cut-off time</b> ) it'll usually reach the <b>payee's</b> bank on the same <b>working day</b> . If the payment is made by Faster Payments (before the <b>cut-off time</b> ) it'll usually reach the <b>payee's</b> bank almost immediately (though it can sometimes take a few hours).

<i>A paper based payment in sterling (for example a giro payment but not a cheque) from your sterling account to a sterling account in the UK</i>	Please contact the branch where your account is held for details of when we'll send the payment.
<i>An electronic payment which involves only one conversion of a currency into another (i) from your euro account to a sterling account in the UK or (ii) from your sterling account to a euro account in the UK</i>	By the end of the next <b>working day</b> . This timescale will not apply if the payment involves more than one conversion of a currency into another currency.
<i>An electronic payment in euro from your euro account to a euro account in the UK or to a euro account in a country in the EEA</i>	By the end of the next <b>working day</b> .
<i>An electronic payment from your sterling account to a euro account in the EEA (where we convert the payment from sterling into euro in the UK and send the payment in euro)</i>	By the end of the next <b>working day</b> .
<i>Any other payment</i>	The timescales above don't apply. Please contact the branch where your account is held for details of when we'll send the payment.

For any payment or transaction in sterling and wholly within the UK, if by the end of the next **working day** we have reasonable grounds to suspect that the instruction has been given as a result of fraud or dishonesty of someone other than you (such as an **authorised push payment scam**), while we check this, we may delay acting upon the instruction up to the end of the fourth **working day** after our receipt of the instruction. A **working day** for a payment to be made by Faster Payments may include a Saturday, Sunday or a bank holiday in England and Wales. If we delay acting upon an instruction as described in this paragraph, we'll usually notify you of this using one of the ways of contacting you described in condition 2 (*Your contact details*)

### Future dated payments

If you ask us to make a payment (other than a payment by cheque) on a future date, we'll send the payment on that future date but if that isn't a **working day**, we'll send the payment on the next **working day**.

Don't write a future date on a cheque because doing so doesn't mean the money will leave your account any later. We can still pay the cheque before the future date and you might not have enough money in your account to cover the payment at that time.

### Non-working days

In order for us to be able to send a payment from your account, the day on which the payment is to be sent must be a day on which banks are generally open for business in the UK.

If the payment is not in sterling, the day on which the payment is to be sent must usually also be a day on which the central bank of the currency of the payment is open.

If the payment is to be sent to an account outside the UK, depending on the receiving bank's processes, the day on which the payment is to be made must usually also be a day on which banks are generally open for business in the country to which the payment is to be made.

If any of the circumstances described above apply to your payment, on the day the payment is to be made, if the relevant banks described above are not generally open for business, we'll usually send the payment on the next day we're able to send the payment.

### Cancelling your payment instructions

You won't be able to cancel a payment instruction once we've received it for a payment you've asked us to make immediately (including a payment by **debit card** which isn't recurring). However you may be able to cancel a payment instruction for a payment you've asked us to make on a future date (including direct debits, standing orders and recurring payments on **debit cards**) as explained in the table below:

<p><i>Is it possible to cancel an electronic payment (for example a direct debit or standing order) that you've asked us to make on a future date?</i></p>	<p>Yes, if you give us sufficient information and instruct us to cancel the payment by close of business on the <b>working day</b> before the day on which the payment is due to be made.</p> <p>This won't cancel any agreement you may have made with an organisation you're paying. You should also let the organisation know that you're cancelling the payment as we can't do this for you (for example if you've previously set up a magazine subscription through the organisation and wish to cancel it).</p> <p>You can instruct us to cancel the payment instruction on online banking or by contacting <b>customer connect</b> or the branch where your account is held and this will cancel all future recurring payments.</p>
<p><i>Is it possible to cancel recurring payments on a debit card?</i></p>	<p>Yes, if you give us sufficient information and instruct us to cancel the recurring payments by 4.30pm on the <b>working day</b> before the day on which the next recurring payment is due to be made.</p> <p>You can instruct us to cancel recurring <b>debit card</b> payments by contacting <b>customer connect</b> or the branch where your account is held and this will cancel all future recurring payments.</p>
<p><i>Is it possible to cancel a cheque before it's presented for payment by the payee to their bank?</i></p>	<p>Generally, yes. When you instruct us to cancel the cheque, you'll need to provide us with your account number, the date of the cheque, cheque number, amount of the cheque and details of the <b>payee</b>.</p>
<p><i>Is it possible to cancel a cheque after it's presented for payment by the payee to their bank?</i></p>	<p>No.</p>
<p><i>Is it possible to cancel a payment initiated by a third party provider?</i></p>	<p>No.</p>
<p><i>Is it possible to cancel an electronic payment that isn't to be made on a future date but can't be made immediately because the payment instruction was received after a cut-off time (or on a day that isn't a working day)?</i></p>	<p>No.</p>

We may charge you for cancelling a payment. Details of our charges are in your individual tariff.

#### **If a payee has switched their account to another bank**

If you give us an instruction to make a payment (including a standing order or other recurring payment) and the **payee** has switched their account to another bank using the Current Account Switch Service (or any other account switching service), we'll change the account details of the **payee** on your payment instruction. You don't have to do anything.

#### **Limits and controls on payments and cash withdrawals**

We may (acting reasonably) apply limits on payments or cash withdrawals made from your account. This may include limits on the monetary amount of any single payment or cash withdrawal or on the combined total amount of payments or cash withdrawals you can make over any period, limits on the number of payments or cash withdrawals that you can make over any period and limits on the types of payments you can make. Examples of the limits we may apply include limits for contactless payments and/or limits on the amount of single payments that can be made by telephone or through online banking or our **app**.

We may also (acting reasonably) apply controls, including limits, on payments and cash withdrawals for various reasons including for security reasons or to manage risk, such as financial crime.

We may apply limits or change the limits from time to time without advance notice and, for security reasons, we can't always tell you what these limits are.

Limits may also be set by a payment system or a **payment card scheme** and they may also change the limits they set from time to time without advance notice. If a payment system or a **payment card scheme** changes the limits it sets at any time, such limits will apply to any payments you make using the payment system or **payment card scheme**.

### Retry process

If you're making a sterling payment from your sterling current account by direct debit, standing order or certain other future dated sterling payments (other than a Bacs payment which isn't a direct debit), we'll operate a retry process if there isn't enough money in your account to cover the payment when it's due to be made.

We'll try again to make the payment at 2pm on the same **working day**. This means you'll have until 2pm on the **working day** the payment is due to be made to pay enough money into your account to cover the payment. We'll try to let you know that you need to pay enough money into your account to cover the payment.

We may allow the payment to be made on the **working day** the payment is due to be made even if enough money isn't paid into your account before 2pm, and this may result in your account going into or increasing an **arranged overdraft** or an **unarranged overdraft**. You should make sure there is enough money in your account (or available **arranged overdraft**) to cover any payment you instruct us to make.

### Direct debits

We allow direct debit payments to be collected from your account on the date set out in any direct debit instruction you've given to an organisation. If the date isn't a **working day**, the direct debit payment will be collected from your account on the next **working day**.

### SEPA direct debits

We participate in a scheme for making payments in euros in the UK or to a country in the **EEA** and certain other countries – the scheme is known as the SEPA Core Direct Debit Scheme. If your current account is a euro account you may make SEPA direct debit payments using the SEPA Core Direct Debit Scheme.

You can instruct us to limit a SEPA direct debit to a particular amount or to a particular frequency. As with other future dated payments, you may be able to stop a SEPA direct debit by giving us your instructions before the **cut-off time** for SEPA payments on the **working day** before the SEPA direct debit is due to be paid. If you want to cancel or amend a SEPA direct debit mandate you'll need to contact the **payee**.

If you've made a SEPA direct debit payment from your account and you request a refund within eight weeks from the date the payment was made, we'll refund the amount of the payment to you on a no questions asked basis. If you request a refund more than eight weeks but less than 13 months from the date the payment was made, we'll investigate the payment and let you know if you're entitled to a refund under the terms of the SEPA Core Direct Debit Scheme.

Please contact **customer connect** or the branch where your account is held for more details on how payments are made under the SEPA Core Direct Debit Scheme.

## 15. When we may stop or suspend the use of your security details, security device and/or debit card

We may stop or suspend the use of your **security details**, **security device** and/or any **debit card** on your account if:

- we have reasonable concerns about their security;
- we reasonably suspect their unauthorised or fraudulent use, or
- we reasonably believe there is a significantly increased risk that you'll be unable to pay any **arranged overdraft** or **unarranged overdraft** on your account.

If we stop or suspend the use of your **security details** and/or **security device** you won't be able to use **customer connect**, online banking or our **app** to operate your account. If we stop or suspend your **debit card** or a **security device** you mustn't use it and we may withhold it if you try to use it, for example at a cash machine.

Unless we're prevented from doing so by law or regulation or for security reasons, we'll try to tell you before we stop or suspend the use of your **security details**, **security device** and/or **debit card**. If we can't tell you in advance we'll try to do so as soon as possible afterwards.

Where possible, we'll also let you know why we've stopped or suspended the use of your **security details**, **security device** and/or **debit card** and we'll always restore access (or replace any of them) as soon as the reason for imposing the stop or the suspension no longer applies.

## 16. Cross currency payments

### Payments to an account that isn't another account you hold with us

If you instruct us to make a payment in a different currency to the currency of your account to an account that isn't another account you hold with us, we'll convert the payment into that different currency using our **standard exchange rate** (unless we agree a different exchange rate with you for that payment). We may apply a charge for any currency conversion that we make under this condition 16.

You can't set up a standing order to make a payment in a currency that is different to the currency of your account.

### Transfers between your accounts with us

If you instruct us to transfer money to another account you hold with us which is in a different currency, you can tell us to transfer a specific amount in the currency of the account from which the money is sent or a specific amount in the currency of the account into which the money is received. We'll use our **standard exchange rate** (unless we agree a different exchange rate with you for that transfer) to make the currency conversion for the transfer between your accounts and this may be a different rate depending on which currency is converted.

### Exchange rates

The exchange rate we use to make a currency conversion may depend on the amount of the payment and how it's processed.

If you instruct us to make a payment in a different currency to the currency of your account we'll use our **standard exchange rate** at the time the payment is made (unless we agree a different exchange rate with you for that payment). This means that if you instruct us to make a payment in a different currency to the currency of your account and the payment is made at a different time to the time on which you give us your instruction, we'll use our **standard exchange rate** at the time the payment is made not the time you give us your instruction. Changes in our **standard exchange rate** could mean that the amount paid is more than you originally expected or that a smaller amount than you expected is paid to the **payee**.

If you send a payment to an account that isn't held with us and the payment is in a different currency to the currency of the account the payment is made into, we can't control the exchange rate applied by the bank that receives the payment.

If we've deducted a payment from your account and converted it into a different currency but the payment can't be made for any reason, we'll convert the payment back to the currency of your account using our **standard exchange rate** and credit it to your account. Because of fluctuations in exchange rates, this may mean the amount credited to your account isn't the same as the original amount of the payment deducted from your account. You'll need to pay any charges associated with the currency conversions.

## 17. Debit card payments

When you use your **debit card** to make a payment, we'll usually take the payment from your account no later than one **working day** after we receive the request for payment from the **payee's** bank. This means there may be a delay between you using your **debit card** to make a payment and the payment being taken from your account. However, an amount equal to the amount of the payment may not be available for you to use even if the payment hasn't yet been taken from your account.

If you use your **debit card** to make a payment or to withdraw cash, a third party (such as a cash machine provider) may charge you to do so and this charge may be debited from your account.

### Pre-authorisation

If you pay for something using your **debit card**, sometimes an organisation will ask us to block a certain amount of money in your account to make sure you have enough money to pay for it. This usually happens when the final cost isn't known at the time you authorise the payment (for example if you stay in a hotel room or rent a car).

Unless you agree to an exact amount being blocked, the organisation won't be able to ask us to block an amount. Any amount we do block will be released without delay as soon as we know the actual amount you're to pay.

### Restrictions you may set on debit card transactions

You may set certain restrictions on the use of any **debit card** on your account, including by restricting the type of transactions that may be carried out using any **debit card** on your account. However, sometimes a restricted transaction may still be carried out and we've explained this below. The types of restrictions include a restriction on the ability to use a **debit card** to make a payment online or by telephone and/or on the ability to use a **debit card** to withdraw cash or make payments in certain parts of the world.

In some circumstances someone you've authorised to have a **debit card** on your account may also set restrictions in respect of any **debit card** issued to that person.

There may be times when a withdrawal of cash or a payment may be made even if this breaches a restriction that has been set, for example if the payment is a contactless payment or is made using a digital version of a **debit card** or if the payment is below any threshold set by the **payment card scheme** for obtaining authorisation from us or if the terminal used to make the payment doesn't dial out for authorisation. You'll still be responsible for the full amount of the cash withdrawal or the payment.

It may not be possible to set restrictions for all types of transaction.

Please contact the branch where your account is held for further information on the restrictions that may be set and how to add or remove them.

### Currency conversion for debit card transactions – by payment card scheme

If you use your **debit card** to withdraw cash or to make a payment in a currency other than sterling then, unless you ask the cash machine provider or the card terminal provider to make the currency conversion to sterling, the cash withdrawal or payment will be converted to sterling using the applicable exchange rate determined by the **payment card scheme** whose logo appears on your **debit card**. You'll also pay an overseas card transaction fee of 2.75% of the sterling amount withdrawn or the sterling amount of the payment. We'll deduct the sterling amount and the related fee from your account.

You can obtain details of the exchange rate used to carry out the currency conversion on our website at: [handelsbanken.co.uk/outsidetheuk](https://handelsbanken.co.uk/outsidetheuk) or by contacting the branch where your account is held and it'll also appear on your statement. The exchange rate that appears on your statement may have been adjusted to take into account the overseas card transaction fee.

The currency conversion will be made on the date the **payment card scheme** whose logo appears on your **debit card** processes the cash withdrawal or the payment.

### Cash withdrawals or payments using your debit card in the EEA or in the UK

When the currency conversion is made by the **payment card scheme**, you'll find details of the exchange rates used for cash withdrawals or payments in euro or in the currency of a country in the **EEA** as a mark-up against the latest available foreign exchange reference rates issued by the European Central Bank (ECB) on our website at: [handelsbanken.co.uk/currencycalculator](https://handelsbanken.co.uk/currencycalculator). This will help you compare the currency conversion costs of different providers. Remember that it might take a day or two to process your cash withdrawal or payment and so the actual rate used could be different.

### Currency conversion for debit card transactions – by cash machine provider or card terminal provider

Sometimes the cash machine provider or the card terminal provider can convert the currency into sterling rather than the **payment card scheme**. This may happen if you're overseas and you choose to withdraw cash or make a payment in sterling using your **debit card**. The cash machine provider or the card terminal provider will decide the exchange rate and may also charge you a fee for making the currency conversion for the cash withdrawal or the payment. The amount debited from your account will be the total amount of the transaction which includes the amount of the cash withdrawal (or the amount of the payment), using the relevant exchange rate, and any other fee charged by the cash machine provider or the card terminal provider.

If you don't want the cash machine provider or the card terminal provider to make the currency conversion you should withdraw cash or make the payment in the local currency.

### Timing of currency conversion

The exchange rate used by the **payment card scheme**, the cash machine provider or the card terminal provider to convert the amount withdrawn or the amount of the payment into sterling may not be the same as the exchange rate at the time when the cash was withdrawn or the payment was made. This could be due to changes in exchange rates if the cash withdrawal or the payment is processed by the **payment card scheme**, the cash machine provider or the card terminal provider at a different time to when the cash was withdrawn or the payment was made.

## Section E

# Refusing to act on your instruction

### 18. When we may refuse to act on your instruction (including an instruction to make a payment)

We may refuse to act on any instruction you give us relating to your account for any of the reasons set out below. If your instruction is to make a payment from your account, while we're checking if any of the reasons apply there may be a delay in the payment being made from your account (even if, after we complete our checks, we're satisfied that no such reasons apply). The reasons are:

- you haven't satisfied our anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements (for example if you've failed to provide any additional information (including identification documents and information about your source of wealth and/or source of funds) which we've reasonably requested from you);
- you ask us to send or make a payment to someone that we consider to be a cryptocurrency exchange, or we consider a payment to be directly or indirectly connected with cryptocurrency;
- we reasonably believe it's necessary as a result of us carrying out financial crime risk management activities;
- we reasonably believe there has been, or could be, unauthorised, fraudulent or criminal use of your account or a scam of any kind related to your account or the unauthorised use of your **security details** or **security device**;
- we have reasonable concerns about the security of your account (for example because you've failed to pass our **security measures**);
- we reasonably believe the instruction didn't come from you;
- we're unable to contact you to complete a regulatory requirement (for example because the telephone number you've provided to us is out of date);
- we believe the account to which the payment is to be made may be being operated as part of an **authorised push payment scam**;
- our internal security requirements prevent us from making the payment;
- we can't confirm the identity of the **payee**;
- a petition for a bankruptcy order is presented against you, or any other bankruptcy proceeding (in any jurisdiction) is taken or threatened against you;
- we reasonably believe there's a significantly increased risk that you'll be unable to pay any money you owe to us;
- your account is overdrawn or will go overdrawn if the payment is made and you don't have an **arranged overdraft** or will exceed the limit of your **arranged overdraft** if the payment is made. This takes into account any cheque paid into your account that is available for you to use and any payment using your **debit card** (or other immediate payment) that's been authorised but not taken from your account;
- your account is overdrawn or the payment would make your account overdrawn and we've cancelled, restricted or withdrawn your **arranged overdraft** or we've given notice to cancel, restrict or withdraw your **arranged overdraft**;
- the payment would exceed any limit which applies for security purposes or otherwise (including any limit you may have requested on a **debit card**);
- you are no longer resident in the UK;
- you no longer have UK nationality;
- the payment seems unusual to us compared to the way you normally use your account;
- we reasonably believe the payment could cause us to breach a legal or regulatory requirement (including any UK or foreign sanction) or any other rule which applies (for example any **payment card scheme** or payment system rules);
- we reasonably believe the payment could expose us to action or censure from any government, regulator or other authority;
- we reasonably believe the payment could expose us to a claim from any third party;
- the instruction isn't clear, contains errors or is missing information or we reasonably believe the instruction conflicts with another instruction from you or another account holder or another person authorised to operate your account;
- we've asked for extra information about the payment which we reasonably believe is necessary and you haven't given us that information;
- the **payee's** bank or building society is unable to receive the payment by the payment system we intend to use;
- the payment relates to a **restricted country**. We may treat a payment from your account as relating to a **restricted country** for a number of reasons, including if the person or entity you're making the payment to (or any person or entity connected to the person or entity you're making the payment to), their account, their account provider or any other bank

involved in the payment, is located in (or has links to) a **restricted country**, or we reasonably suspect that the payment is likely to be part of a series of payments involving an account held in a **restricted country** or the payment is in any other way related to a **restricted country**. See condition 12 (*Our restricted countries list*) for further information about changes we may make to our **restricted countries** list;

- (i) you are a US citizen or a US citizen is authorised to operate your account; and (ii) we have commercial reasons to refuse to act on an instruction where we consider the instruction to have been given by you or anyone else who is authorised to operate your account when that person is located in certain jurisdictions (including any **restricted country**);
- we don't make payments in the intended currency of the payment;
- we reasonably believe someone else may be entitled to the money in your account. If this happens, we may ask – or require you to ask – a court to tell us what to do or we may do anything else we reasonably believe is necessary to protect us from costs or losses;
- we become aware of a dispute relating to your account or in relation to a specific payment or series of payments made into or from your account, including between joint account holders. This means your account can't be operated until the dispute is resolved;
- we're notified by a court in any recognised jurisdiction that your assets are subject to a freezing order;
- you're in serious breach of our agreement, or we reasonably believe following your instruction would put you in serious breach of our agreement, or
- the instruction isn't within the scope of our agreement.

#### **What happens if we refuse to act on your instruction to make a payment?**

If we refuse to act on, or if we delay acting on, your instruction to make a payment then unless we're prevented from doing so by law or regulation or for security reasons, we'll try to contact you as soon as possible (and before the payment should have reached the bank or building society that it's to be sent to). When we contact you, if possible, we'll let you know why we've refused to make the payment and how to rectify any factual errors that led to us refusing to make the payment (if relevant).

# Section F

## What happens if something goes wrong?

It's important you understand when you may be responsible if something goes wrong with a payment and when we may be responsible if something goes wrong with a payment.

If you don't recognise a payment from your account, or if you notice a payment has been made incorrectly from your account (for example, if we send more money or less money than you instructed us to send or if we send money to the wrong account) or a payment you expected to receive hasn't been received, we may be responsible to put it right. You should let us know as soon as possible by contacting **customer connect** or the branch where your account is held.

### Authorised push payment scams - reimbursement

If you're covered by any relevant payment system rules that relate to reimbursement for an **authorised push payment scam**, we'll reimburse you as and when required by the relevant rules.

If you'd like more information about **authorised push payment scams**, please contact **customer connect** or any of our branches. You can also find more information about **authorised push payment scams** on our website at: [handelsbanken.co.uk/appscam](https://handelsbanken.co.uk/appscam).

### Unauthorised or incorrect payments involving a third party provider

If a **third party provider** is involved in making the payment, you should let us know as soon as possible. You don't need to contact the **third party provider** first.

## 19. Unauthorised payments from your account (other than cheques)

An unauthorised payment is a payment made from your account without your permission. You're usually entitled to a refund of an unauthorised payment, but this will depend on the circumstances as described in the table below. You'll never be entitled to a refund if you've acted fraudulently.

<p><i>When won't you be entitled to a refund of an unauthorised payment?</i></p>	<p>You won't be entitled to a refund and will be responsible for the full amount of an unauthorised payment if any of the following apply:</p> <ul style="list-style-type: none"> <li>• you acted fraudulently;</li> <li>• you intentionally or with <b>gross negligence</b> failed to take reasonable steps to keep your <b>security details</b> secure;</li> <li>• you intentionally or with <b>gross negligence</b> failed to use any of your <b>debit card, security details</b> or <b>security device</b> as set out in our agreement, or</li> <li>• you didn't tell us about the unauthorised payment as soon as possible after you became aware of it and in any event within 13 months of the date the payment was taken from your account.</li> </ul> <p>However, even if some of these reasons are relevant, you may still be entitled to a refund if any of the circumstances set out in the next two rows below apply to the unauthorised payment.</p>
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<p><i>When will you always be entitled to a full refund of an unauthorised payment?</i></p>	<p>As long as you tell us about the unauthorised payment as soon as possible after becoming aware of it and in any event within 13 months of the date the payment was taken from your account, you'll always be entitled to a refund of the full amount of the unauthorised payment (unless you've acted fraudulently) if any of the following apply:</p> <ul style="list-style-type: none"> <li>• the unauthorised payment was made before you received your <b>debit card</b> or <b>security details</b> relating to your account;</li> <li>• the unauthorised payment was made after you told us that your <b>debit card</b>, <b>security details</b> or <b>security device</b> have been lost or stolen;</li> <li>• you didn't tell us about the unauthorised payment because we didn't provide you with a way to tell us your <b>debit card</b>, <b>security details</b> or <b>security device</b> have been lost or stolen;</li> <li>• we haven't checked, in the way we're legally required to do, that it was you who gave us instructions to make the payment, or</li> <li>• your <b>debit card</b>, <b>security details</b> or <b>security device</b> were used in certain circumstances to pay for something online or at a distance where you didn't need to be there (for example by telephone).</li> </ul>
<p><i>What if an unauthorised payment was made using an arranged overdraft or an unarranged overdraft?</i></p>	<p>If the unauthorised payment was made using an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>, unless you've acted fraudulently, we'll always refund the amount of the payment made from an <b>arranged overdraft</b> or an <b>unarranged overdraft</b> and any charges and interest you've paid or any interest you've missed out on.</p>
<p><i>What will we do if we're responsible for an unauthorised payment?</i></p>	<p>If we're responsible, we'll refund the full amount of the unauthorised payment to you. We'll also refund any charges and interest you've paid relating to the unauthorised payment or any interest you've missed out on so that it's as if the unauthorised payment hadn't been made. You won't have any other claim against us.</p>
<p><i>How long will a refund take?</i></p>	<p>We'll provide a refund by no later than the end of the <b>working day</b> after you tell us about the unauthorised payment. However if we reasonably suspect you've acted fraudulently and we notify the police or someone else as required or allowed by law, we won't provide a refund within this timescale. We'll look into the matter quickly and if we determine that the payment was actually unauthorised we'll provide a refund to you.</p>
<p><i>Can we take back a refund of an unauthorised payment?</i></p>	<p>After we've provided a refund, we may continue our investigations. If we discover you weren't entitled to the refund, we may take the refunded amount from your account. We don't have to tell you before we do this though we'll try to contact you if we can. We may do this even if it causes you to go into or increases an <b>arranged overdraft</b> or an <b>unarranged overdraft</b>. If your account has closed since we made the refund, you'll still be responsible to us for the amount of the refund.</p>

### Deduction of other refunds

If we provide a refund of all (or some) of any money lost and any charges and interest you've paid (or any interest you've missed out on) as a result of us believing or suspecting that a criminal or fraudulent act has occurred, and we later become aware that the act wasn't criminal or fraudulent, we may deduct the amount of the refund from your account, or we may require you to repay the amount of the refund on demand. If we deduct the amount of the refund from your account and this leads to an **unarranged overdraft** on your account, we may exercise our rights under condition 25 (*An unarranged overdraft*). If your account has closed since we made the refund, you'll still be responsible to us for the amount of the refund.

## 20. Incorrect payments from your account (other than cheques)

An incorrect payment from your account is a payment:

- that is more than or less than the amount you instructed us to send;
- sent to the wrong account because of our mistake, or
- you asked us to make but which we don't send, unless we refuse to send the payment for a reason set out in Section E (*Refusing to act on your instruction*) or for any other reason we're entitled to rely on.

### Responsibility for incorrect payments

We may be responsible for an incorrect payment made from your account. If we're responsible, you may be eligible for a refund of all or part of the incorrect payment and any charges and interest you've paid or any interest you've missed out on. You won't be eligible for a refund if we sent the correct amount to the correct account later than we were supposed to send it.

You must tell us about any incorrect payment as soon as possible and in any event within 13 months of the date of the incorrect payment. If you don't tell us within this time limit, you may not be eligible for a refund. This time limit doesn't apply if the incorrect payment was made by direct debit.

If a payment is wrongly taken from your account by SEPA direct debit, we'll deal with this as described in condition 14 (*SEPA direct debits*).

More information about what we'll do if an incorrect payment is made from your account is set out in the table below:

<p><i>What will we do about an incorrect payment?</i></p>	<p>It depends on the type of incorrect payment.</p> <p>If an incorrect payment has been taken from your account, we'll refund the amount of the payment made, except:</p> <ul style="list-style-type: none"> <li>• if we sent more money than you asked us to send, we'll only refund the difference to you, or</li> <li>• if we sent the money to an account of which you are an account holder, we won't refund the amount sent.</li> </ul> <p>For any incorrect payment taken from your account, we'll refund any charges and interest you've paid or any interest you've missed out on so that it's as if the incorrect payment had been made correctly.</p>
<p><i>What if the incorrect payment was made by direct debit?</i></p>	<p>The 13 months' time limit for claiming a refund doesn't apply to an incorrect payment that was made by direct debit. If a payment is wrongly taken from your account by direct debit, this will be dealt with under the rules set out in the Direct Debit Guarantee and not this condition – details of the Direct Debit Guarantee are usually set out on the direct debit form.</p>
<p><i>How long will it take to make the refund?</i></p>	<p>After you tell us about the incorrect payment, we'll make the refund without undue delay.</p>

#### What if we sent the payment late?

If we sent your payment later than we were required to under our agreement because of our error, we may contact the other bank and ask them to correct the amount of interest either paid on the **payee's** account or charged on the **payee's** account (so that it's as if the payment was received on time). We'll only consider doing this if the payment was made to an account in the UK or if the payment was in euro to an account in the **EEA**.

#### What if the payee's bank received the payment?

If we can show the correct amount of the payment was received on time by the bank you asked us to send the payment to, this won't be an incorrect payment. In that case, the **payee's** bank is responsible for correcting the payment to the **payee**. The **payee's** bank is also responsible for correcting the payment to the **payee** if the payment is to an account outside the UK or the payment is in a currency other than sterling and we can show the correct amount of the payment was received on time by a bank that is acting on behalf of the **payee** or the **payee's** bank.

## 21.If you give us incorrect information - you're responsible

If you give us incorrect information (for example the wrong sort code or account number for the **payee** or the wrong amount of the payment) or if you tell us to make the same payment more than once and each payment is made from your account in line with your instructions, this won't be an incorrect payment and you'll be responsible for the payment. We won't be responsible for any delay in the payment being made to the correct **payee**.

If you ask us to, and provided the payment was made to an account in the UK or, if the payment was in euro, to an account in the **EEA**, we'll try to recover the payment for you. We may not always be able to do this but we'll do what we can.

If we can't recover the payment, you can ask us and we'll give you as much information as we can to help you recover the payment yourself (unless we're prevented from doing so by law or regulation or for security reasons).

We may charge you our reasonable costs for trying to help you recover the payment, even if we're not successful in doing so. If we can, we'll let you know what these costs are likely to be in advance.

## 22.Incorrect payments into your account

If you receive a payment into your account that you don't recognise, you should tell us as soon as you notice and we'll investigate.

**If we haven't paid money into your account when we were supposed to**

If we don't credit a payment we have received for you to your account when we should have done under our agreement, you should tell us and we'll immediately credit the payment to your account.

If we haven't collected a payment into your account that we were supposed to collect (other than a cheque) then, unless we can show we sent the instruction to the paying bank or building society within the time limit agreed with you, we'll be responsible. We'll immediately send an instruction to the paying bank or building society to collect the payment.

We'll also refund any charges and interest you've paid or any interest you've missed out on so that it's as if you'd received the payment, or we'd collected the payment, on time.

**If a payment is made into your account by mistake**

If we reasonably believe a payment has been made into your account or your account has been credited by mistake (for example, by us, by one of our customers, by another bank or by a customer of another bank), we may deduct an amount up to the amount of that payment from your account. We can do this even if you've spent the money and this results in your account going into or increasing an **arranged overdraft** or an **unarranged overdraft**.

We may tell you before we deduct an amount from your account that was paid or credited by mistake but we won't always do so.

If we're unable to deduct the full amount of the mistaken payment from your account, we may pass on information about you to the payer's bank to help them recover the money and we don't need to ask you first. This could include personal information we hold about you.

**23.If you're charged more than you expected**

If you've authorised a payment and you didn't know the amount of the payment at the time you authorised it, you can ask us to refund the payment. This may happen for example, if you agree to make a payment to a hotel or car rental company without knowing the exact cost when you authorise it. To be eligible for a refund you'll need to meet all of the following conditions:

- the payment was made to a person in the UK or was made in euro to a person in the **EEA**;
- the authorisation didn't specify the exact amount of the payment when you authorised it;
- the payment was more than you could reasonably have expected taking into account the circumstances of the payment and your previous spending pattern, and
- you ask us for the refund within eight weeks of the payment being made.

You won't be entitled to a refund if the payment was more than you expected as a result of exchange rate fluctuations.

You must provide us with all the information we need to consider your request.

If all of these conditions are met, we'll refund the payment and any charges and interest you've paid or any interest you've missed out on from the date the payment was made from your account so that it's as if the payment hadn't been made.

We won't provide a refund if you told us to make the payment and you were given information about the payment four weeks (or more) before the payment was due.

# Section G

## Interest

### 24. Interest

Details of the interest rates which apply to a credit balance on your account are set out in your individual tariff.

If you have an **arranged overdraft** or an **unarranged overdraft**, details of the interest rates which apply are set out in your individual tariff or may be otherwise agreed in writing between you and us.

If you need any information about any interest rate that applies to your account, you should contact the branch where your account is held.

#### How we calculate interest

We normally calculate interest on a daily basis on the cleared balance of your account at the end of each day.

We round each day's interest up or down to the nearest penny. If the interest earned after rounding is at least one penny, the interest is payable to you. Interest will be credited to your account monthly (unless we've agreed to pay interest to you at a different frequency).

If your account is overdrawn and the interest payable after rounding is at least one penny, the interest is payable by you. Interest will be debited to your account monthly (unless we've agreed you'll pay interest to us at a different frequency).

#### If we pay you interest on a credit balance

Interest will usually be paid 'gross'. This means we won't deduct tax from any interest we pay you. Depending on your circumstances, you may need to pay tax at the relevant rate.

#### If you pay us interest on an arranged overdraft or an unarranged overdraft

When we debit interest from your account this may create or increase an **arranged overdraft** or **unarranged overdraft** and we'll calculate interest on the new balance.

# Section H

## Overdrafts

### 25. Overdrafts

#### Eligibility

If you're eligible, you may apply for an **arranged overdraft** for your current account. We'll consider your application and if we agree to provide an **arranged overdraft** to you, you may borrow up to an agreed limit. You may also request a different limit on an **arranged overdraft** for your current account.

We may undertake checks (including with credit reference agencies) before we agree to provide an **arranged overdraft** to you or agree to a different limit on an **arranged overdraft**.

We'll confirm the terms of any **arranged overdraft**, including the limit and interest rate, in writing.

If:

- you ask to switch your sterling current account to another bank under any relevant switching scheme;
- we close your account, or
- we end our agreement in respect of your account,

any **arranged overdraft** or **unarranged overdraft** outstanding on the switch date or on the date your account closes or our agreement ends will become immediately due and payable on that date.

#### Changes to overdraft limit

We can change your **arranged overdraft** limit at any time by giving you notice. We'll usually give you at least 30 days' notice before we reduce your **arranged overdraft** limit unless we have serious grounds for giving less notice.

#### Overdraft repayment

Unless we've specifically agreed other arrangements with you, we may require you at any time to repay any **arranged overdraft** immediately. However, we'll usually give you at least 30 days' notice before we require repayment, unless we have serious grounds for giving less notice.

#### An unarranged overdraft

You must keep your account in credit or within any **arranged overdraft** limit. Occasionally we may allow a payment to be made from your account which causes you to go overdrawn when you don't have an **arranged overdraft** or which causes you to go over any **arranged overdraft** limit. We'll treat this as an **unarranged overdraft**. You should repay any **unarranged overdraft** immediately.

If we allow a payment to be made from your account when you don't have an **arranged overdraft** or when the payment causes you to go over any **arranged overdraft** limit this doesn't mean we're providing you an **arranged overdraft** or your **arranged overdraft** limit has changed. It also doesn't mean that we'll allow any future payment to be made from your account that would have the same effect.

Until an **unarranged overdraft** is repaid, we may continue to charge interest before and after any court order telling you to repay the **unarranged overdraft**. You're also responsible for any costs we may incur to obtain repayment of the **unarranged overdraft** (for example, any court fees).

# Section I

## Joint accounts

### 26. Joint accounts

If two or more of you have a joint account our agreement is with all of the account holders and you're each separately and together responsible for complying with the terms of our agreement and for any money owed to us under our agreement. If any one of you doesn't comply with the terms of our agreement, we can take action against any one of you, some of you or all of you.

When our agreement ends, or your account closes, we may transfer any money you hold in a joint account to any of you.

#### Instructions from joint account holders

If two or more of you have a joint account, any one of you can give us instructions and we won't normally ask more than one of you or all of you to give us instructions jointly.

This means we can make payments, allow withdrawals (including the withdrawal of the entire balance on the account), give information (including about your account), close your account, end any service we provide, agree to provide or increase an **arranged overdraft**, allow an **unarranged overdraft** or agree to provide a service when asked to do so by any one of you. We may also issue a **debit card** or cheque book or provide access to online banking or our **app** to any one of you, or do anything else we're asked to do by any one of you. We can do this without confirming the request with any other account holder unless there is a legal or regulatory requirement for us to make enquiries or to confirm instructions with other account holders.

Any one of you may ask us in writing to only accept instructions from all of you together or from more than one account holder. If we agree to this request then all instructions must be in writing and signed by all of you or by the number of account holders we've agreed with you that we'll accept instructions from. This means you won't be able to use online banking, our **app**, **customer connect** or a **debit card** or write a cheque as these services rely on us being able to accept instructions from any one of you.

#### Obtaining information about you

We can obtain and rely on information provided to us by any one of you about the other account holder(s).

#### Providing information to you

You can ask us to send information to all or any of you separately. Unless you ask us to contact all of you separately, or unless we're required by law to contact all of you, we may provide information about your account to one of you.

This means we may provide any notice or statement to one of you and a notice given or statement provided by us to one of you will be treated as a notice to all of you or a statement provided to all of you. If only one of you is registered for online banking and receives statements electronically, we may also provide any notice or statement by post to any account holder who doesn't receive notices and statements electronically.

#### An arranged overdraft or an unarranged overdraft on a joint account

If there is an **arranged overdraft** or an **unarranged overdraft** on a joint account the account holders are separately and together responsible for the **arranged overdraft** or the **unarranged overdraft** unless we specifically agree otherwise. This means we can ask any one of you, some of you or all of you to repay all of an **arranged overdraft** or an **unarranged overdraft** (even if you didn't know about it). We can also ask for part payment from any one or more of you and this won't mean the other account holder(s) don't have to pay the balance of the amount payable.

#### Disputes between account holders

If we become aware of a dispute between some or all of the account holders, we may refuse to act on instructions from any of you until we receive the same instructions from all of you or a court order telling us what to do. This means we may stop your use of online banking, our **app**, **customer connect** or your **debit card** or cheque book as these services rely on us being able to accept instructions from one of you.

### **Changing the account holders**

If all of you agree, we can change the account holders on a joint account, (for example by removing an account holder or adding another person as an account holder or converting the account from joint names to a sole name). However, if a joint account holder is a victim of abuse we may agree to a request from that account holder to be removed from a joint account without the agreement of the other account holder(s).

An account in a sole name may also be converted to a joint account. If this happens the new account holder will be able to see all of the information about the account, including from when it was a sole account.

You can also ask us to authorise someone else to operate the joint account under a third party mandate and we may ask all of you to agree to this.

### **Death of a joint account holder**

If a joint account holder dies, we may continue acting on the instructions of the surviving account holder(s) but we don't have to do so in all cases. If we continue acting on the instructions of the surviving account holder(s), any of the surviving account holder(s) may withdraw any balance on the account, subject to any rights we or any third party may have in respect of the account.

# Section J

## Who else can operate your account?

### 27. Who else can operate your account?

#### Authorising another person to operate your account

If you complete a form we provide to you (usually called a “third party mandate”) or show us another form of authority such as a valid power of attorney signed by you, we may allow the persons named in the third party mandate or other form of authority to operate your account. We’ll need to be satisfied that whoever is named in the third party mandate or other form of authority shown to us is authorised to operate your account. For security reasons, we may decide not to allow others to access all of the services we provide to you.

Subject to any restrictions in the third party mandate or in the other form of authority shown to us or any restriction we may set for security reasons, any persons authorised by you will be able to operate your account. This means (subject to any such restrictions) we may make payments, allow withdrawals, give information (including about your account), close your account, end any service we provide, agree to provide an **arranged overdraft**, allow an **unarranged overdraft**, agree to provide a service (such as online banking or our **app**), or do anything else we’re asked to do by the person who has been authorised to operate your account. We can do this without confirming the request with you unless there is a legal or regulatory requirement for us to make enquiries or to confirm instructions with you.

Sometimes we may be required by law to allow someone else to operate your account, for example if you go bankrupt or are no longer able to manage your finances.

#### Authorising another person to have a debit card

You may request to authorise someone else to have a **debit card** on your account, by signing a form we provide to you. If we agree to do so, you’ll be responsible for all payments using their **debit card** made by anyone you’ve authorised. If two or more of you have a joint account, we may ask all of you to authorise someone else to have a **debit card** on your account.

We recommend you ensure that anyone you’ve authorised to have a **debit card** on your account is aware of the **security measures** described in Section C (*Keeping your account secure*) and that they follow the **security measures** insofar as applicable to a **debit card**.

#### You’re responsible for anyone you authorise to operate your account

If someone else is authorised to operate your account, our agreement will apply as if everything they do was done by you. This means any references to ‘you’ giving instructions to make a payment or a cash withdrawal, receiving information (including about your account), closing your account, ending any service we provide, applying for an **arranged overdraft**, requesting a service (such as online banking or our **app**) or taking any other action will also include any person you’ve authorised to operate your account doing so.

You’ll be responsible for everything done by someone authorised to operate your account, even if they make you breach our agreement.

We’re not responsible for any dishonest act (or failure to act) by someone authorised to operate your account as long as we didn’t know or suspect they were acting dishonestly towards you.

#### Removal of an authorised person

We’ll promptly remove a third party mandate (and the person authorised by the mandate will no longer be able to operate your account) if you ask us to.

We’ll also stop following instructions from someone acting under a third party mandate, a power of attorney or any other form of authority if we’re informed by you or otherwise become aware that the person’s authority to act for you has come to an end.

#### Third party providers

You can allow a **third party provider** to access information relating to your account or make payments from your account online as long as the **third party provider** is clear about its identity and complies with the applicable legal and regulatory requirements.

You should check that the **third party provider** is authorised to provide the services they provide to you. You can check the Financial Conduct Authority's website for details of **third party providers** authorised by, or registered with, the Financial Conduct Authority.

#### **Instructions to us from a third party provider**

We'll treat any instruction from a **third party provider** as if it were an instruction from you.

#### **Third party provider's access to your account**

We may make available to a **third party provider** a particular method to access your account. If we do so and the **third party provider** tries to access your account a different way, we may refuse to allow that access. If the **third party provider** doesn't give us instructions to make a payment when you expected the payment to be made, we won't be responsible for the payment not being made.

#### **When we may prevent a third party provider from accessing your account**

We may prevent a **third party provider** from accessing your account if we think their request may be unauthorised or fraudulent. If we can identify them, we'll let you know as soon as possible (unless the law or regulation prevents us from doing so or we believe doing so would compromise our **security measures**).

#### **Following a third party provider's procedures**

If you use a **third party provider** to make a payment from your account, you'll need to follow the **third party provider's** procedures to do so.

## **28. Operating an account on behalf of another person**

You can also request to open an account on behalf of another person, who may not be our customer. For example, if you've been appointed as an attorney for someone who is no longer able to manage their finances. We'll need to be satisfied that you've been validly appointed, and you'll also need to provide us with any information that we may require about the person for whom you're opening the account. Once the account is open, you'll be responsible for making sure that the account is operated in line with our agreement.

# Section K

## Changes or additions to our agreement

### 29. Changes or additions we may make

You may have your account with us for a long time so we need to be able to make changes or additions to our agreement or any part of it from time to time. We can do so at any time for a valid reason, for example to:

- reflect changes or expected changes in technology or the operating systems, payment systems or suppliers we use;
- reflect changes to the accounts or services we offer or introduce a new account or service that requires a change to our agreement;
- withdraw an account or service we no longer offer or which isn't being used;
- move you to a different type of account for a good reason (for example if you're no longer eligible for an account or we withdraw a type of account);
- comply with or reflect any change to (or to the interpretation, administration or application of) any law, regulation, industry guidance or codes of practice or to the rules of a payment system or switching service;
- comply with or reflect decisions of a court, regulator or the Financial Ombudsman;
- comply with or reflect changes or expected changes to a **payment card scheme** or its rules or to change to a different **payment card scheme**;
- reflect a change in our costs relating to the running or the funding of our business or providing accounts or services, including changes we reasonably expect to happen;
- better reflect how our customers use our accounts and services which means we reasonably decide we need to charge for the accounts and services we provide in a different way;
- correct errors or make our agreement clearer or make a change that's favourable to you;
- reflect a change or addition to online banking or our **app** or to any part of our agreement related to online banking or our **app**;
- reflect any change in your circumstances that we believe affects your ability to repay an **arranged overdraft** or an **unarranged overdraft** on your account;
- ensure our business is run prudently, or
- maintain the competitiveness of our business or respond to changes resulting from increased competition in the banking industry that affects our accounts or services.

Any change or addition we make to our agreement during the term of a fixed term deposit won't have any effect on the interest rate or the term of that fixed term deposit. Any change or addition which relates to a fixed term deposit will only be made for a valid reason that is described above and not for any other reason.

#### Changes to our exchange rates

Our **standard exchange rates** are variable exchange rates and change throughout the day. Any change to our **standard exchange rates** will apply immediately and we won't inform you of any change.

For details of our **standard exchange rates**, please contact **customer connect** or the branch where your account is held.

#### Changes to the interest rate and charges

We may from time to time (i) change the interest rate and/or any charges which apply to your account or any service we provide (including the interest rate and any charges in respect of an **unarranged overdraft** on your account) and/or (ii) introduce a charge that will apply to your account or any service. We may do so for a valid reason, for example to:

- reflect a change in a **reference rate**;
- reflect a change in inflation;
- reflect a change in our costs relating to the running or the funding of our business or providing accounts or services, including changes we reasonably expect to happen;
- ensure our business is run prudently;
- maintain the competitiveness of our business or respond to changes resulting from increased competition in the banking industry that affects our accounts or services;
- reflect changes to our requirements to attract deposits, or to the cost of money we lend to our borrowers, or

- reflect changes in interest rates in the money market (which are the rates used where banks and similar institutions borrow money from and lend money to one another).

We won't make an unfavourable change to a fixed interest rate for the period for which we've agreed to fix the interest rate.

#### Changes to interest charged on an arranged overdraft

If you have an **arranged overdraft** on your account, the agreement for your **arranged overdraft** will set out how and when changes to the interest rate applicable to your **arranged overdraft** will take effect.

#### Changes to our cut-off times

We may change our **cut-off times** and/or add **cut-off times** from time to time, including to comply with changes in law and regulation or to reflect any mandatory changes made to the rules of any of the payment systems we use.

### 30. How much notice we'll give you

The amount of notice we'll give you depends on the type of your account and the type of change or addition.

#### Notice of a change or addition – current accounts and other accounts you can make day to day payments from

Whenever we make a change or addition to our agreement (or any part of it) which relates to a current account or any other type of account you can make day to day payments from, we'll give you at least two months' notice unless any of the reasons below (*Changes or additions we may make without telling you in advance or with shorter notice*) apply. We'll also either give you a copy of our new agreement (or the relevant part of it) or we'll direct you to a page on our website where you can view and download a copy.

#### Notice of a change or addition – notice deposit accounts

We explain the amount of notice we'll give you of a change or addition to our agreement (or any part of it) which relates to a notice deposit account in condition 42 (*Notice deposit accounts*). If any of the reasons below (*Changes or additions we may make without telling you in advance or with shorter notice*) apply, we won't give you the amount of notice described in condition 42.

#### Notice of a change or addition – individual savings accounts

Whenever we make a change or addition to our agreement (or any part of it) which relates to an individual savings account, we'll usually give you at least 30 days' notice. We'll also either give you a copy of our new agreement (or the relevant part of it) or we'll direct you to a page on our website where you can view and download a copy.

We won't give you at least 30 days' notice of a change or addition which relates to an individual savings account, if:

- we tell you in the additional terms that apply to an individual savings account that we'll give you a different length of notice, or
- any of the reasons below (*Changes or additions we may make without telling you in advance or with shorter notice*) apply.

#### Notice of a change or addition – fixed term deposits

We explain the amount of notice we'll give you of a change or addition to our agreement (or any part of it) which relates to a fixed term deposit in the additional terms that apply to any fixed term deposit.

#### Changes or additions we may make without telling you in advance or with shorter notice

We may make changes or additions to our agreement (or any part of it) without telling you in advance or by giving you less notice than we'd usually give to:

- reflect any change to (or to the interpretation, administration or application of) any law, regulation, industry guidance or codes of practice (if there isn't time to give you the usual amount of notice before the change takes effect);
- reflect changes, including changes we reasonably expect to happen, to any of the rules of a payment system or switching service (if there isn't time to give you the usual amount of notice before the change takes effect);
- change the interest rate that applies to your account if the interest rate tracks a **reference rate** and there is a change to that **reference rate**;
- change the interest rate that applies to your account in a way that is favourable to you;
- change our **standard exchange rates**;

- reduce a charge or change the way we charge in a way that's favourable to you;
- comply with or reflect changes or expected changes to a **payment card scheme** or its rules or change to a different **payment card scheme** (if there isn't time to give you the usual amount of notice before the change takes effect). If we change to a different **payment card scheme**, we may issue you with a replacement **debit card**;
- reflect a change (which isn't an unfavourable change) or add new functionality to online banking or our **app** or to any part of our agreement related to online banking or our **app**, so long as nothing else in our agreement changes;
- add a new service or a new security procedure to our agreement and this doesn't change the terms of our agreement relating to the services we currently provide to you, or
- introduce a new way to communicate with you.

This condition (*Changes or additions we may make without telling you in advance or with shorter notice*) doesn't apply to fixed term deposits.

### 31. Other changes

#### Changes to our branches

If we close or move the branch where your account is held or if we merge the branch where your account is held with another branch, we'll tell you in advance. We'll try to help you to continue to manage your account in a way that works for you.

#### Changes to your account number or sort code

If we need to change your account number or sort code, we'll tell you before we do so. We'll also let you know what impact this will have on payments made to or from your account if we can. We'll try to arrange for any payment into your account to be redirected.

### 32. If you don't accept a change or addition

#### Current accounts and other accounts you can make day to day payments from

If you don't accept a change or addition we make to our agreement which relates to a current account or another account you can make day to day payments from, whether we tell you about it in advance or not, you can end our agreement in relation to that account or close your account or end any service we provide as described in condition 34 (*Ending our agreement*) at any time.

If you end our agreement, close your account or end any service because of a change or addition we make to our agreement, there will be no charge for doing so but you'll have to repay any **arranged overdraft** or **unarranged overdraft** on your account and any charges and interest you owe to us before we can close your account.

If we don't hear from you, we'll assume you've accepted the change or addition.

#### Notice deposit accounts

We explain what you may do if you don't accept any change or addition we make to our agreement which relates to a notice deposit account, whether we tell you about it in advance or not, in condition 42 (*Notice deposit accounts*).

#### Individual savings accounts

If you don't accept any change or addition we make to our agreement which relates to an individual savings account, whether we tell you about it in advance or not, you can end our agreement in relation to that account or close your account as described in the additional terms that apply to an individual savings account. If you end our agreement, close your individual savings account or end any service because of a change or addition we make to our agreement, there will be no charge for doing so.

If we don't hear from you, we'll assume you've accepted the change or addition.

#### Fixed term deposits

If we make a change or addition to our agreement during the term of a fixed term deposit, you can't end the fixed term deposit early or end our agreement in relation to that fixed term deposit.

# Section L

## Bringing our agreement to an end

Our agreement will continue until either you or we cancel or end it.

### 33. Cancelling our agreement

You may cancel our agreement and close your account (other than a fixed term deposit) or bring any service we provide to an end within the first 14 days after the date on which your account is opened (or the service is first provided to you) or the date you receive these terms, if that's later. You can do this by contacting the branch where your account is held either in writing or by such other method as we may agree. You can't cancel a fixed term deposit after the fixed term deposit is made.

There will be no charge for cancelling our agreement or closing your account or bringing any service to an end in the timeframe set out above, but you'll have to repay any **arranged overdraft** or **unarranged overdraft** on your account and any charges and interest you owe to us before we can close your account.

### 34. Ending our agreement

Our agreement will only end entirely when all of your accounts are closed and we no longer provide any service to you.

There will be no charge if you end our agreement, close your account or end any service we provide but you'll have to repay any **arranged overdraft** or **unarranged overdraft** on your account and any charges and interest you owe to us before we can end our agreement or close your account.

#### When you can end our agreement, close your account or end any service

<i>Current accounts and other accounts you can make day to day payments from</i>	You can end our agreement in relation to a current account and any other account you can make day to day payments from, close your account or end any service we provide to you at any time by contacting the branch where your account is held either in writing or by such other method as we may agree.
<i>Notice deposit accounts</i>	We explain the notice you'll need to give us to end our agreement in relation to a notice deposit account or close a notice deposit account in condition 42 ( <i>Notice deposit accounts</i> ).
<i>Individual savings accounts</i>	We explain the notice you'll need to give us to end our agreement in relation to an individual savings account or close an individual savings account in the additional terms that apply to an individual savings account.
<i>Fixed term deposits</i>	You can't end our agreement in relation to a fixed term deposit or end a fixed term deposit during the term of a fixed term deposit.

#### When we can end our agreement, close your account or stop providing any service on giving you notice

<i>Current accounts and other accounts you can make day to day payments from</i>	We may end our agreement in relation to a current account or any other account you can make day to day payments from, close your account or stop providing any services to you by giving you at least 90 days' advance notice in writing at any time. This requirement to give you at least 90 days' notice may not apply if any of the exceptional circumstances stated below in this condition 34 ( <i>When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice</i> ) apply.
<i>Notice deposit accounts</i>	We explain the notice we'll need to give you to close a notice deposit account or end our agreement in relation to a notice deposit account in condition 42 ( <i>Notice deposit accounts</i> ).

<i>Individual savings accounts</i>	We explain the notice we'll need to give you to close an individual savings account or end our agreement in relation to an individual savings account in the additional terms that apply to an individual savings account.
<i>Fixed term deposits</i>	We won't end a fixed term deposit during its term or end our agreement in relation to a fixed term deposit during its term, other than as set out in these terms or the additional terms that apply to any fixed term deposit.

### Exceptional circumstances

There are circumstances when we may end our agreement, close any type of account, end a fixed term deposit or stop providing any services to you immediately or following such other period of notice we decide to give and these are described below.

### When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice

We may end our agreement, close any of your accounts or stop providing any services to you immediately (or on such other period of notice we decide to give) if:

- you haven't satisfied our financial crime prevention, anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements and we're unable to apply or complete customer due diligence measures to our reasonable satisfaction (for example if you've failed to provide any additional information (including identification documents and information about your source of wealth and/or source of funds) which we've reasonably requested from you);
- you're in serious breach of our agreement or you repeatedly breach our agreement;
- you've given us false information where this amounts to fraud;
- you've behaved improperly (for example in a threatening, abusive or violent manner or in a manner that is harassment or that is racist or discriminatory in any other way) towards any of our staff;
- we've demanded that you repay an overdrawn balance on any of your accounts, and you fail to do so;
- a bankruptcy or insolvency proceeding is made against you or you enter into a voluntary arrangement with your creditors to pay your debts - in each case, where we reasonably believe it's necessary for us to end our agreement, close an account or stop providing a service in order to meet, or not breach, any legal or regulatory obligations that are applicable to us;
- you are no longer legally resident in the UK, or a joint account holder is no longer legally resident in the UK, and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- you no longer have UK nationality, or a joint account holder no longer has UK nationality, and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- we suspect or have reasonable grounds to suspect that there has been, there is, or there is likely to be, financial crime, terrorist financing or any other serious crime involving any of your accounts, or any transactions on any of your accounts;
- we reasonably believe that by keeping your account open or continuing with our agreement we may be in breach of a legal or regulatory requirement or any other rules which apply, or it might expose us to action or censure from any government, regulator or other authority;
- in any case, we are allowed by applicable law or regulation to give less notice than is usually required under our agreement;
- we're required to do so by any applicable law or regulation; or
- we're required by law to do so on the direction of any UK government department or regulator or on the direction of any other authority.

### Arranged overdraft and unarranged overdraft

If any of the events described in condition 34 (*When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice*) occur, we may demand immediate repayment of any **arranged overdraft** or **unarranged overdraft**, cancel or reduce the limit of any **arranged overdraft** and demand repayment of any other money you owe to us.

### Actions you must take before our agreement ends

You must pay us any money you owe us on your account (including if there's a payment you've authorised that hasn't been made from your account, or a **debit card** payment made that hasn't been processed or a cheque you've written that hasn't been presented for payment). Your account will stay open (and our agreement will continue) until the money is repaid.

Any services that we provide in relation to your account (such as **customer connect** or online banking) will end in respect of your account when your account closes or when we're entitled under our agreement to stop providing the services to you.

You'll also need to ensure you cancel all payments into and out of your account (for example direct debits, standing orders and recurring payments on your **debit card**).

We recommend you securely destroy any **debit card** and cheque book associated with your account.

#### What happens when our agreement ends?

When our agreement ends:

- any account that is subject to our agreement will close and we'll stop providing any service associated with your account(s);
- this won't affect any legal rights or obligations that may have already arisen or any instructions you've already given to us;
- we'll keep our right to set-off and any rights we have under general law. See Section P (*What we may do if you owe us money*) for information about our right to set-off.
- we may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy notice.

#### What happens when your account closes?

Unless we're prevented from doing so by law or regulation, we'll pay or transfer (including, at our discretion, by cheque or bankers draft) money we hold in your account for you or we owe you under our agreement to you, or (subject to our right under our agreement to refuse to act on your instructions) to any other person you ask us in writing to pay or transfer the money to. After your account closes, any instruction to pay or transfer money to you or any other person must be in writing on a document bearing your original signature, unless we agree otherwise. However, if you owe any money to us or if we've incurred a loss because you breached our agreement, we'll keep an amount equal to the amount you owe us or the amount of the loss we've incurred.

#### What happens to the money in your account when you die?

If your account is in your sole name and you die, we may need your personal representatives to provide us with a copy of the grant of probate, certificate of confirmation or other form of grant of representation before we release money from your account to your personal representatives.

#### If we stop providing online banking to you

If we stop providing online banking to you for any reason, we'll also stop providing our **app** to you.

### 35. Actions we may take instead of ending our agreement

If something happens which means we're entitled to exercise our rights under condition 34 (*When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice*), we may instead refuse to act on your instructions or accept payments into your account while we investigate the situation. If we do so, this won't prevent us exercising our rights under condition 34 at a later date.

### 36. Switching your account

You may be able to switch your sterling current account and all payment arrangements connected with your account to another provider through the Current Account Switch Service or any other account switching service. If you do so, any credit balance (less (i) any charges and/or interest payable to us under condition 8 (*Charges*) and (ii) amounts in respect of any payment you've authorised that hasn't been made from your account by the switch date) will be transferred to your new account at your new provider on the switch date.

Your account will remain open until we've confirmed that any charges, interest or amounts that were applied to your account after the switch date have been paid in full.

You'll need to repay any **arranged overdraft** or **unarranged overdraft** on your account and any interest you owe us on or before the switch date. If the **arranged overdraft** or **unarranged overdraft** isn't repaid in full on or before the switch date, the switch will take effect but your account won't be closed until the **arranged overdraft** or **unarranged overdraft** and any charges and/or interest are paid in full. Subject to repayment in full of all outstanding amounts owed to us, future payments received for your account will be automatically redirected to your new account with another provider, subject to the rules of the relevant switching service.

Cheques drawn on your sterling current account and presented for payment after the switch date will be returned unpaid and you'll be responsible for any charges that may be incurred in connection with a cheque that is returned.

Instead of switching your sterling account to another provider you could keep your account open and switch certain regular payment arrangements from your sterling current account to a sterling current account with another provider using the Payment Transfer Service. Please contact **customer connect** or the branch where your account is held for more information about the Payment Transfer Service.

# Section M

## Statements

### 37.Statements

Each month there are transactions on your current account we'll send you a statement, free of charge, containing information on those transactions.

If you're registered for online banking, we may send statements electronically to your inbox in online banking (or our **app** when the inbox is available on our **app**). If we send statements electronically, we'll also send you an email, text or other personal notification to let you know that a statement is available to view in your inbox (unless we've separately agreed not to send you this notification).

We'll send you statements by post if we need to (e.g. if you're not registered for online banking or it's not appropriate for us to send statements to you electronically). You can also ask us at any time to send you statements by post.

You should download and save copies of the digital statements from your inbox for future reference. Your inbox won't be available after your account is closed.

#### **Duplicate statements**

You can ask us for a duplicate copy of a statement we've provided to you and we may charge for providing the duplicate. Details of our charges are in your individual tariff.

# Section N

## Other important information

### 38. Other important information

#### Governing law of our agreement

Unless you live in Scotland when you enter into our agreement for the first time, our agreement is governed by English law and the courts of England and Wales will deal with any dispute connected with our agreement.

If you live in Scotland when you enter into our agreement for the first time, our agreement is governed by Scots law and the courts of Scotland will deal with any dispute connected with our agreement.

#### Not enforcing our agreement

We may occasionally allow you extra time to comply with your obligations under our agreement, for example by giving you more time to pay what you owe, or we may decide not to exercise some of our rights. If we do so, this will be limited to the specific circumstance in which we decided to do this and we can still insist on the strict enforcement of our rights at any later date.

#### Transferring rights and obligations under our agreement

Without needing to obtain your consent, we may transfer any or all of our rights and/or obligations under our agreement to someone else. If we transfer any or all of our rights and/or obligations under our agreement, this won't reduce any of your rights in relation to your account.

You won't be able to transfer any of your rights or obligations under our agreement to anyone else.

#### Delegation

We may arrange at any time for any person to carry out any of our rights and obligations under our agreement but, if we do so, we'll remain responsible for performance of our obligations under our agreement.

#### Financial Services Compensation Scheme

Eligible deposits held with us are protected up to a specified limit per customer by the Financial Services Compensation Scheme (FSCS), the UK's statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are likely to be covered by the FSCS.

Further information can be found in the FSCS Information Sheet we give you and also on the FSCS website at: [fscs.org.uk](https://www.fscs.org.uk).

#### Validity

If any part of our agreement becomes invalid, illegal or unenforceable, this won't affect the validity of the remaining terms of our agreement.

#### Third parties

No person other than you and us (or any person to whom we may transfer any or all of our rights and/or obligations under our agreement) may enforce our agreement.

#### About us

We're incorporated in England and Wales as Handelsbanken plc (company number 11305395). Our head office is 25 Basinghall Street, London EC2V 5HA and we can be contacted at our head office on **020 7578 8000**.

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (register number 806852).

# Section O

## Liability

### 39. Liability

We won't be responsible for any losses or costs caused by:

- circumstances outside our reasonable control (including our agents', correspondent banks' and subcontractors' control). For example, industrial disputes and network, computer system, transmission link or mechanical failures, payment system outages or data processing failures;
- us being unable to perform any of our obligations or provide any services under our agreement due to legal or regulatory reasons or at the direction of any court, law enforcement agency or governmental or regulatory authority;
- a legal or regulatory requirement that means we must break our agreement;
- us refusing or delaying to make a payment into or out of your account if we're entitled to do so under our agreement;
- us not following an instruction for a reason we give in our agreement;
- us paying a future dated cheque before the date of the cheque;
- us paying a cheque that has been altered or signed by someone else (this applies if you've failed to notify us upon becoming aware of the alteration or other signature, or if you haven't taken all reasonable precautions to prevent someone from doing this);
- you giving us incomplete or incorrect information;
- a **third party provider** not giving us instructions to make a payment when you expected a payment to be made;
- you acting fraudulently or with **gross negligence**;
- you breaching the terms of our agreement;
- a third party refusing to accept a **debit card** for any reason or if you can't use your **debit card** to withdraw cash;
- any failure of, or delay by, any branch of the Post Office or another bank (including any bank we have an arrangement with or any correspondent bank) to provide you with any services;
- online banking or our **app** being unavailable either partly or completely for any reason (you'll still be able to access your account for example through **customer connect** or the branch where your account is held);
- systems maintenance or upgrade activity which supports online banking or our **app**;
- any service you use to access online banking or our **app** which isn't controlled by us;
- any **device**, hardware or software or user document which is produced by a third party (other than a third party acting on our behalf) for use with online banking or our **app**;
- any **device**, hardware or software you use in connection with online banking or our **app** failing to work or being damaged or corrupted in any way;
- any information being routed via the internet;
- the modification of any **device** or any software installed on a **device** or any use of a **device** for any purpose other than in line with the terms to which use of that **device** is subject or other than as specifically authorised by the manufacturer of the **device** or the proprietor or distributor of the relevant software;
- transmission errors, technical faults, systems malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions or interruptions;
- your use of online banking or our **app** not complying with local laws, if you use online banking or our **app** outside the UK;
- online banking or our **app** being slow;
- you not receiving a message on online banking or our **app** on time, or
- you not updating our **app** when prompted to do so.

We also won't be responsible for (i) losses we couldn't have reasonably predicted when you gave us an instruction to make a payment or (ii) any loss of business, loss of goodwill, loss of profit or loss of opportunity you suffer.

Nothing in this Section O (*Liability*) excludes or limits our responsibilities under Section F (*What happens if something goes wrong?*).

Nothing in our agreement limits our liability for acting fraudulently or with **gross negligence** or excludes or limits our liability to the extent we're unable to exclude or limit it by law.

**Your liability for our costs**

If you breach our agreement and we incur costs as a result, you're responsible for these costs. This could include the cost of finding you and enforcing the payment of any money you owe us (including any charges you've not yet paid). We may also charge for communicating with you about what's happened.

**Post Office services**

We've appointed Post Office to perform certain services on our behalf. Post Office won't be responsible to you for any of our acts, omissions, defaults and negligence in relation to the operation of your account.

## Section P

# What we may do if you owe us money

### 40. What we may do if you owe us money

We may sometimes reduce or repay any money that's due for payment by you to us, and which you haven't paid when it was due to be paid, by using money we hold in any account (including a notice deposit account, individual savings account and a fixed term deposit) for you. This is what we mean when we refer to our right to set-off.

We/us in this context includes any Handelsbanken group company worldwide. This means we may use money we hold in any account for you (including a notice deposit account, an individual savings account and a fixed term deposit) to reduce or repay any money that's due for payment by you to any Handelsbanken group company in the same way as if the money is owed to us. It also means that we may set-off any money that a Handelsbanken group company owes you against any amount you owe us.

Money that's due for payment by you to us may include money owed under a mortgage, loan, **arranged overdraft** or an **unarranged overdraft** or charge card.

Set-off also applies to joint accounts and joint debts. This means we can use money in your joint account to pay money that's due for payment by you and/or the other account holder.

The table below explains how this works when you have a sole or joint account with us or owe a sole or joint debt to us.

Money held in an account in name of:	Set-off can be applied against money that's due for payment by:
You	You
You	You and X
You and X	You and X
You and X	You
You and X	X

There are regulatory requirements which affect how we exercise our right to set-off. For example, we won't exercise our right to set-off if we believe it would stop you being able to pay essential living expenses or certain important debts or if we're aware that the money in your account belongs to someone else (i.e. you're not the ultimate beneficiary of the money).

We'll usually, but won't always, notify you in advance before using our right to set-off. For example, if we propose to use our right to set-off to pay or reduce your **arranged overdraft** or **unarranged overdraft**, unless we have serious grounds for exercising our right to set off immediately such as the occurrence of any of the events described in condition 34 (*When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice*) we'll usually give you at least 30 days' notice before we use our right to set-off. Any minimum notice period that applies to any account (for example a notice deposit account) won't apply to our right to set-off.

When we use money you hold with us to reduce or repay any amount you owe to us (either solely or jointly with someone else) in a different currency, we'll convert the amount in your account into the currency of the amount you owe us using our **standard exchange rate**.

If we owe you money to settle a complaint or to provide a refund or to pay you compensation, we may put this money towards any amount you owe us which you haven't paid when it was due to be paid.

If you owe any money to us under our agreement you must pay that money to us in full without deducting any money that we (or any Handelsbanken group company) may hold in any account for you.

# Section Q

## Online banking and our app

### 41. Online banking and our app

#### Access to online banking and our app

Our browser and operating system compatibility requirements are detailed on our website at: [handelsbanken.co.uk/system\\_requirements](https://handelsbanken.co.uk/system_requirements).

If you require assistance to access online banking or our **app**, please contact **customer connect**.

#### Availability of online banking and our app

We'll always make reasonable efforts to ensure online banking and our **app** remain operational at all times but we can't guarantee their continuing availability or functionality nor their compatibility with any **device**, operating system or browser you may use. You should ensure that any **device**, operating system or browser you may use is compatible with our **app**.

Online banking and/or our **app** may be unavailable from time to time, including when:

- we're undertaking any maintenance or upgrade activity in respect of online banking and/or our **app** (for example upgrading, modifying or altering our **app**);
- we're completing systems maintenance or making changes to the operating systems which support online banking and/or our **app**;
- there are legal or regulatory reasons or a direction of any court, law enforcement agency or government or regulatory authority or there are technical or security reasons;
- circumstances outside our reasonable control (including our agents', correspondent banks' and subcontractors' control) occur. For example, industrial disputes and network, computer system, transmission link or mechanical failures;
- a third party has failed to provide services;
- a systems failure has occurred;
- there are technical issues with your internet connection, **device** or network, or
- you don't keep our **app** updated on your **device** or you're using an outdated browser. You can restore your access by updating to the latest version of our **app** or by updating the browser you use or by reinstating settings that have been disabled.

If we can, we'll usually try to tell you in advance if online banking and/or our **app** are going to be unavailable, but this won't always be possible.

#### Interception of information

When you use online banking or our **app** we'll take reasonable steps to avoid any information that you send to us or that we send to you (including across borders) being intercepted and read by a third party. However it's not always possible to prevent a third party gaining access to any such information.

You can find more information about online security on our website at: [handelsbanken.co.uk/fraud](https://handelsbanken.co.uk/fraud).

#### Cookies

By using online banking or our **app**, you consent to the use of session cookies which are necessary to enable the effective provision of online banking and our **app**, subject to our policy. Our cookies policy can be accessed via our website at: [handelsbanken.co.uk/cookies](https://handelsbanken.co.uk/cookies).

#### To use our app for the first time

You'll need to be registered for online banking, pass our **security measures** and log in to online banking before you use our **app** for the first time.

You'll also need to download our **app** and activate your **device** with the **app** using your **security details** and **security device**.

**Always download our app from the Apple App Store or Google Play Store. Don't download it from anywhere else.**

### Ongoing use of online banking or our app

We may set a maximum number of **devices** which you can link to our **app** and we may change the maximum number of **devices** from time to time. For details of these limits, please contact **customer connect** or the branch where your account is held.

If you delete our **app** from your **device** and then download it again, your use of our **app** will still be subject to our agreement.

You mustn't use or attempt to use online banking or our **app**:

- to do anything other than operate your account and use our services;
- for any unlawful purpose, including fraud, or in a manner that is inconsistent with our agreement;
- to upload or store illegal or inappropriate images or content that infringes someone else's rights;
- in a way that could damage it or affect our systems or security or, restrict, prevent or interfere with anyone else's use of our **app**, or
- to attempt to decipher any transmissions to or from the servers running any of the functions provided by online banking or our **app**.

### Licence to use our app

We give to you a non-assignable, non-transferable and non-exclusive licence to use our **app** in line with the terms of our agreement. You're not permitted to grant any rights in respect of our **app** to any other person. We may suspend or end your use of our **app** if you breach the terms of this licence.

### Ownership

We own our **app** and all of the **security devices**, software and other materials or information that we provide to you to access online banking or our **app**. You won't obtain any rights, title or interest in our **app** or any such **security devices**, software and other materials or information. You mustn't:

- attempt to change, copy or tamper with the software provided by us (or allow any third party to do so);
- reverse engineer, decompile or disassemble the software in our **app** or otherwise attempt to discover the source code to such software, or
- take, support or encourage any action which involves reproducing, altering, modifying or developing any part of our **app**.

# Section R

## Additional terms

### 42. Notice deposit accounts

Before you open a notice deposit account we'll provide you with a summary box setting out key product information about your notice deposit account including:

- the minimum account balance which is required to open your notice deposit account (if any);
- the minimum notice period required to make a withdrawal from your notice deposit account, and
- the frequency at which interest (if any) will be paid on the balance on your notice deposit account.

#### Interest in connection with your notice deposit account

Any interest that is payable by us will be paid into your notice deposit account unless we agree to pay interest into another account that you hold with us.

Interest will continue to accrue on any money that is to be withdrawn during any notice period.

#### Statements

We'll provide statements on an annual basis in respect of your notice deposit account unless we agree to provide statements on a different frequency.

#### Withdrawing money from your notice deposit account

Instructions to withdraw money from your notice deposit account can only be given by writing (which means an instruction in writing on a document bearing your original signature, unless we agree otherwise) to us at the branch where your notice deposit account is held or, if the money is to be transferred to another account you hold with us, by calling the branch where your account is held (and we may ask you to confirm your instruction in writing). Unless we agree otherwise, any other method of giving us instructions described in our agreement shall not apply to an instruction to withdraw money from your notice deposit account.

You can't set up a standing order or direct debit to withdraw money from your notice deposit account and you can't make day to day payments from it.

You can't withdraw more money from your notice deposit account than is in your notice deposit account on the day of the withdrawal.

If money is due to be withdrawn from your notice deposit account on a day which isn't a **working day**, the money won't be withdrawn until the next **working day**.

Once we receive your instruction to withdraw money from your notice deposit account, you can't cancel the instruction.

You must give us the minimum notice as stated in the summary box setting out key product information about your notice deposit account before you can withdraw money from your notice deposit account.

#### Changes or additions to our agreement relating to notice deposit accounts that are favourable to you

If we make a change or addition to our agreement which relates to your notice deposit account and the change or addition is favourable to you, the change or addition may take effect immediately or when we tell you it'll take effect. If we don't tell you about the change or addition before we make it, we'll tell you about it within 30 days of it taking effect. You can't reject a change that is favourable to you.

#### Changes or additions to our agreement relating to notice deposit accounts that are unfavourable to you

If we make any other change or addition to our agreement in relation to your notice deposit account that isn't favourable to you (other than (i) an increase in the amount of a charge that applies to your notice deposit account; (ii) the addition of a new charge that applies to your notice deposit account; or (iii) a change to the interest rate that applies to your notice deposit account), unless any of the reasons described in condition 30 (*Changes or additions we may make without telling you in advance or with shorter notice*) apply, we'll tell you about it at least 30 days before it takes effect (or such longer period as we may be required by law or regulation to provide). We'll also either give you a copy of our new agreement (or the relevant part of it) or we'll direct you to a page on our website where you can view and download a copy.

If you don't accept any such change or any such addition that is unfavourable to you, you may, within 60 days of the date we told you about the change or addition, close your notice deposit account immediately without charge by writing to us.

If we don't hear from you within 60 days of the date we told you about the change or any such addition, we'll assume you've accepted the change or addition.

#### **Increases in, or additions to, the charges that apply to your notice deposit account**

If we increase the amount of a charge, or add a new charge, that applies to your notice deposit account, unless any of the reasons described in condition 30 (*Changes or additions we may make without telling you in advance*) apply, we'll tell you about it at least 30 days before it takes effect (or such longer period as we may be required by law or regulation to provide).

If you don't accept any increase in a charge, or the addition of a new charge, you may, within 30 days of the date we told about the increase or addition, close your notice deposit account immediately without charge by writing to us.

If we don't hear from you within 30 days of the date we told you about the increase or addition, we'll assume you've accepted the increase or addition.

#### **Changes to the interest rate that applies to your notice deposit account**

If we change the interest rate that applies to your notice deposit account (unless the interest rate tracks a **reference rate**) and the change isn't favourable to you, we'll tell you at least 14 days before it takes effect (or such longer period as we may be required by law or regulation to provide). You may, within 14 days from the date we told you about the change in interest rate, close your notice deposit account by writing to us (including by sending an email to us). If you do so, your notice deposit account will be closed at the end of the notice period that is required to make a withdrawal from your notice deposit account, and we won't change the interest rate on your notice deposit account before it closes. If you decide to close your notice deposit account after 14 days from the date we told you about the change in interest rate, you can still do so by giving us the notice required to make a withdrawal, but the change in interest rate will still be made before your notice deposit account closes.

If the interest rate that applies to your notice deposit account tracks a **reference rate** and there is a change to that **reference rate**, we may change the interest rate that applies to your account without telling you in advance or by giving you less notice than we'd usually give.

If we don't hear from you, we'll assume you've accepted the change.

#### **Closing a notice deposit account**

If you want to close your notice deposit account, you'll need to give us at least the same notice period to close your notice deposit account as is required to make a withdrawal from it, unless we agree something different with you.

If we want to close your notice deposit account we'll give you at least 35 days' notice, unless (i) the notice period to make a withdrawal from that notice deposit account is less than 35 days, in which case, we'll give you at least the same notice period that you'd have to give us to make a withdrawal from that notice deposit account; or (ii) any of the events described in condition 34 (*When we can end our agreement, close any of your accounts or stop providing any service immediately or on short notice*) occur, in which case, we may close your account immediately or on shorter notice.

### **43.Children's accounts**

If you're aged 13 – 17 you may apply to open a sterling current account and if we open a sterling current account for you:

- the account will be in your sole name and can't be a joint account;
- an **arranged overdraft** isn't available;
- a cheque book isn't available;
- a **debit card** may be available – please speak to one of our branches;
- if you have a **debit card** some transactions, such as gambling, may not be appropriate for your age group so we may prevent you using your **debit card** to enter into certain transactions that we consider are potentially unsuitable, and
- online banking and our **app** may be available on a "view only" basis until you're 16. When you're aged 16 (or older) it may be possible for payments to be made via online banking or our **app**.

For children aged under 13, an application to open a current account may be made by a parent on behalf of the child.

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