

# Individual Banking Terms and Conditions

These terms and conditions will take effect on or after 26 May 2021.

The exact date of when the changes will take effect will be shared closer to the time through our website, our mobile banking app and/or online banking.

## Part A - Introduction

### 1. Application and scope of these terms and conditions

1.1. **Application of these Terms and Conditions:** These Terms and Conditions constitute a framework contract for payment services on your account(s) and they apply if you have an account with Handelsbanken plc at one of its branches in the United Kingdom. In these Terms and Conditions we explain our obligations to you and your obligations to us. You accept these Terms and Conditions when you sign the account application form.

1.2. **Scope of these Terms and Conditions:** From time to time, there may be additional terms which apply to any of your accounts or other services which you can use in respect of your account. The additional terms include (without limitation) our terms regarding charges and interest rates, notice periods, minimum or maximum balances and other key features for each type of account, as described in our publications or in other correspondence between us, in each case as amended from time to time. If an additional term differs from these Terms and Conditions, the additional term will be the term which applies. These Terms and Conditions, together with any additional terms, and the account application form (and any application form for any other services), set out the terms of the "Agreement" between you and us relating to your account. You will not be bound by the terms of the Agreement until we give you your individual tariff and you have accepted this. In certain cases you may have a right to cancel the Agreement (this is explained in condition 13.10) or switch accounts (this is explained in condition 13.2). This Agreement will continue until terminated by you or us in accordance with the Terms and Conditions of this Agreement.

1.3. **Structure of these Terms and Conditions:** When you read these Terms and Conditions you will see that they have been divided into six different parts. In summary, these parts contain the following information:

- Part A sets out the application and scope of these Terms and Conditions;
- Part B sets out these Terms and Conditions which apply to all your accounts and our relationship with you, including in connection with any card on your accounts, Customer Support, our online banking service or any other service we allow you to use from time to time in respect of your accounts;
- Part C sets out additional Terms and Conditions which apply to the issue and use of cards on your accounts; and
- Part D sets out additional Terms and Conditions which apply to Customer Support or our online banking service or any other service we allow you to use from time to time in respect of your accounts.

- Part E sets out additional Terms and Conditions which apply to Notice Deposit Accounts.

- Part F sets out additional Terms and Conditions which apply to Fixed Term Deposit Accounts.

1.4. **Definitions used in these Terms:** In these Terms and Conditions:

- **"you"**, and **"your"** mean any customer having an account and include (where appropriate) any person you authorise to give instructions in respect of your account. Where your account is a joint account, **"you"** means any of you unless we say otherwise in these Terms and Conditions;

- **"we"**, **"us"** and **"our"** means Handelsbanken plc. Our main business is banking. We are incorporated in England and Wales with company number 11305395. Our registered office is at 3 Thomas More Square, London, E1W 1WY, United Kingdom. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Financial Services Register number 806852. We are a wholly-owned subsidiary of Svenska Handelsbanken AB (publ).

- **"account"** or **"your account"** means any account you have with us at one of our branches (including any account to which card transactions are debited);

- **"Account Information Service Provider"** means a third party business which provides a service that allows you to see your accounts with different providers in one place;

- **"additional card"** means any card issued by us, at your request, to another person (an **"additional cardholder"**);

- **"alternative switching service"** means an alternative to the Bacs Account Switching Service described in condition 13.2;

- **"Bacs Account Switching Service"** means the Current Account Switch Service and the Regular Payments Switch Service described in condition 13.2;

- **"branch"** means any of our branches in the United Kingdom;

- **"card"** means any debit card provided by us for use on your account (and shall include a reference to any additional card, but shall not for the avoidance of doubt include any charge card);

- **"card scheme"** means any card scheme through which transactions made using your card, card number or PIN are processed;

- **"Customer Support"** means our customer support service that offers you general assistance and some payment services.

You can contact Customer Support by calling us on 0800 470 8000 (from outside the UK: +44 20 7578 8247). Further details of this service are provided in Part D of these Terms and Conditions.

- **“Current Account Switch Service”** means the service described in condition 13.2 to transfer certain accounts and/or payment arrangements relating to such accounts between two financial institutions participating in the Bacs Account Switching Service;
- **“EEA”** means the European Economic Area;
- **“Fixed Term Deposit Account”** means a deposit account where the deposit is held for a fixed period of time and earns a fixed rate of interest;
- **“incorrectly executed transaction”** means an electronic payment which, contrary to our obligations under the Agreement, (a) has not been executed by us, or (b) has not been executed by us according to the instructions that you (or any person authorised by you to transact on the account, including any additional cardholder) gave us, or (c) has been executed by us outside the timescale for execution of that payment;
- **“individual tariff”** means the document that was provided to you when you signed the application form, explaining the interest rate and the charges applicable to your account at that time. Where we change any interest rate or charge under the Agreement, we will send you or make available to you an updated individual tariff;
- **“inter-bank business day”** means any day on which banks participating in the SEPA Core Direct Debit Scheme are open for inter-bank business and the settlement of payments in euros;
- **“joint account”** means an account opened for two or more of you;
- **“law or regulation”** means any law, rule, regulation, regulatory guidance, industry code of practice, statement of good banking practice, order of court, order by an Ombudsman or instruction from a regulator, which applies to us;
- **“Notice Deposit Account”** means a deposit account on which a certain, specified period of notice must be given before a withdrawal can be made;
- **“Payment Account”** means a deposit or current account, including payment services provided on a current account mortgage, where you can withdraw money without having to give us notice;
- **“Payment Initiation Service Provider”** means a third party that you allow to instruct us to make payments from your account on your behalf;
- **“PIN”** means a Personal Identification Number (whether or not used in connection with a card or our online banking service);
- **“Post Office®”** means Post Office Limited, a company registered in England with number 2154540 and whose registered office is at Finsbury Dials, 20 Finsbury Street, EC2Y 9AQ;
- **“Post Office® Outlets”** means the network of (i) directly operated post offices; (ii) counters within agency post offices designated for Post Office® business; and (iii) any other counter facilities from time to time operated by or on behalf of Post Office® in the United Kingdom at which the relevant services set out in this Agreement are being provided (subject at all times to Post Office®’s agreement to continue to provide these services at the specified locations, which it may withdraw at any time);
- **“Regular Payments Switch Service”** means the service described in condition 13.2 to switch payment arrangements relating to sterling-denominated accounts between two financial institutions participating in the Bacs Account Switching Service;
- **“Security Equipment”** means any security equipment provided by us or our authorised representatives to you from time to time in connection with the Agreement. This equipment includes any log-on card, card reader and/or any other device enabling you to access or receive our services.
- **“Security Information”** means any security details, including any PIN, customer number, online arrangement number, password, passcode or other security details relating to any of your accounts and/or our services from time to time.
- **“Security Measures”** means any and all Security Equipment, Security Information and other security processes, procedures and requirements which we use to verify your identity and facilitate access to and/or use of our services in each case, as changed by us from time to time.
- **“SEPA”** means the Single Euro Payments Area in which domestic and cross-border euro payments can be made and received under the same conditions, and with the same rights and obligations;
- **“SEPA Direct Debit payment”** means a payment made through the SEPA Core Direct Debit Scheme described in condition 4.10. References to SEPA Direct Debit payments in this condition are separate from and shall not affect references to, and descriptions of, Direct Debits and SEPA payments used elsewhere in these Terms and Conditions;
- **“Restricted Countries List”** has the meaning given to it in condition 3.8;

- **“Restricted Country”** means those countries included on the Restricted Countries List from time to time;
- **“Service Documentation”** means the service documentation applicable to the services provided by Post Office® which we may provide you with a copy of (as updated from time to time) and/or as detailed on our website at [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk);
- **“transaction”** means any payment made into or out of your account, including any cash withdrawal by you using the card, or card number or PIN;
- **“unauthorised transaction”** means an electronic payment (including a SEPA direct debit payment described in condition 4.10) which has not been authorised by you (or by any person authorised by you to transact on the account, including any additional cardholder) in accordance with the Agreement; and
- **“working day”** means any day other than a Saturday, Sunday or a bank holiday in England and Wales.

## Part B - Your Account

### 2. Information about your account and our services

- 2.1. **Your account and our services:** When you open an account with us we will provide you with written materials containing information about the key features of your account. Upon request, we will also provide you with written materials containing information about the key features of our main services and products. We will not open an account, or continue to operate an account, or add a signatory or a beneficiary or an additional account holder to your account if doing so would mean that we would violate any applicable law or regulation.
- 2.2. **More information:** If you need more information about your account or our other services or products, or an explanation of the Agreement, please contact Customer Support or any of our branches. You can also get further information about our services and products on our website at [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk).
- 2.3. **Identification:** When you first apply to open an account with us, we will tell you what identification we need from you to prove your identity. This is important for your security and is required by law.
- 2.4. **Copy of the Agreement:** You can request that we send you a copy of the current version of the Terms and Conditions or other additional terms which apply to any of your accounts or other services at any time.
- 2.5. **Cards:** We may issue you with a card which will enable you to carry out transactions on your account. All card transactions will be processed by a card scheme and we may issue you with a card connected to whichever card scheme we subscribe to at that time. If we change the card scheme we subscribe to, we may issue you with a replacement card which is associated with the card scheme we have subscribed to.

### 3. Instructions

- 3.1. **Giving us instructions:** You can give us instructions in writing or by telephone, or (subject to Part D of these Terms and Conditions) by using Customer Support or our online banking service, or through a Payment Initiation Service Provider (authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction), unless we tell you that instructions can only be given in a particular way for a specific account or service or unless we agree to allow you to give us instructions using another method. An instruction in writing means an instruction on a document bearing your original signature(s). You can only give us instructions by telephone using Customer Support or by calling the branch where your account is held. Different cut-off times and limits may apply depending on how you give your instruction. Details of our cut-off times are available on our website at [www.handelsbanken.co.uk/IBcutofftimes](http://www.handelsbanken.co.uk/IBcutofftimes).
- 3.2. **Consent to instructions:**
  - By signing a written instruction you will be deemed to have consented to that instruction.
  - Where you give us an instruction using Customer Support, you will be deemed to have consented to that instruction by calling us and passing our Security Measures before giving us the instruction.
  - Where you give us an instruction using our online banking service, you will be deemed to have consented to that instruction by passing our Security Measures before giving us the instruction.
  - Where you give us an instruction using a card, you will be deemed to have consented to that instruction by entering the PIN to authorise the transaction, by authorising a transaction at a point of sale by signing a sales voucher, by waving or swiping the card over a contactless reader, by requesting a cash advance using the card at any bank or other counter or, where the transaction is executed at a distance, for example over the telephone or internet by providing the requested security details to the merchant. You may also need to complete additional identification requirements when using a card to purchase goods or services online.
  - Where the transaction is recurring – such as in the case of a standing order or Direct Debit – you will be deemed to have consented to each transaction at the time you set up the standing order or Direct Debit.

- Where you give us an instruction through a Payment Initiation Service Provider, you will be deemed to have consented to that instruction by following procedures required by the Payment Initiation Service Provider to confirm the payment instruction.

3.3. **Limits to transactions:** In order to manage our business prudently, we may (acting reasonably), from time to time without advance notice, set limits on (1) the type of transactions that you can enter into and/or (2) the number of transactions that you can enter into over any period and/or (3) the amount of any or all transactions that you can enter into over any period. Where we have set limits we may also change the limits applied from time to time without advance notice.

The limits we set may apply to entering transactions using any one or more of a card, a payment system, an electronic funds transfer system that can be accessed by using our online banking service or Customer Support (including Bacs, CHAPS, SWIFT and Faster Payments) or by using any other medium.

These limits may also apply to entering transactions using any other means of payment or means for the giving of payment instructions. We will tell you if your transaction exceeds any of these limits.

To manage our risk, we also apply internal controls, including limits, to certain types of payment and limits may also be set by third party payment schemes. We change these as necessary but, for security purposes, we don't always disclose them.

3.4. **Time of receipt of instructions:** We will be deemed to receive your instructions as follows:

- instructions given on paper: when we physically receive your instructions;
- telephone instructions: at the time you make the call to Customer Support or to your branch;
- instructions sent through our online banking service: at the time we receive the instruction from you; and
- recurring instructions (such as standing orders and Direct Debits): we will be deemed to receive each instruction on the working day on which the recurring payment is to be made.

3.5. **Cut-off times for instructions:** Subject to our rights to refuse an instruction under condition 3.8, if we receive an instruction or credit for your account before the relevant cut-off time on any working day, we will process the instruction or credit on that working day or on the day you specify in your instructions. Any instruction received after the cut-off time on a working day or received on a non-working day will be processed on the next working day, subject to our rights referred to above in this condition.

Instructions or credits received via Faster Payments will usually be processed on the day we receive them (including Saturdays, Sundays

and public holidays), unless we receive your instruction or credit after the relevant cut-off time.

Our cut-off times for instructions to send money outside of the UK out of your account are available on our website at: [www.handelsbanken.co.uk/IBcutofftimes](http://www.handelsbanken.co.uk/IBcutofftimes).

These are also available from our branches. For payments made in a different currency to your account, the earlier cut-off time between the account currency and the payment currency will apply, unless we tell you otherwise.

Our cut-off times for instructions to make sterling payments out of your account are available on our website at: [www.handelsbanken.co.uk/IBcutofftimes](http://www.handelsbanken.co.uk/IBcutofftimes).

All cut-off times are UK times.

Availability times for services offered through Post Office® will depend on the operating hours of the Post Office® Outlet(s) you use. Post Office® Outlets may close at different times. Please check the availability times with the Post Office® Outlet(s) that you wish to use.

Different cut-off times may apply to payments that we are required to process for you in connection with the Bacs Account Switching Service or an alternative switching service.

3.6. **Changes to cut-off times:** We may change cut-off times by giving you at least 2 months' notice except that we may change any cut-off times at any time in order to comply with changes in law and regulation or to reflect any mandatory changes made by any of our payment system operators. We may (subject to any legal or regulatory requirements to communicate with you in a particular way) give you notice of any changes to cut-off times by post, email, on our website or, if you use our online banking service, through our secure electronic messaging facility.

3.7. **Cancellation of your instruction:** We cannot cancel your instructions if we have acted upon those instructions. If we are asked to cancel an instruction we may charge you for this. The charge is set out in your individual tariff. You can request, by giving us instructions in accordance with condition 3.1 above, that we stop or cancel a payment if:

- the amount has not already been deducted from your account;
- we have not informed the person to whom it is payable or their bank that it will be paid; and
- it is a payment that you have instructed us to make on a future date and you request that we stop the payment by notifying us prior to the close of business on the working day before the payment due date.

You cannot cancel an instruction that we have received from a Payment Initiation Service Provider.

For details on the cancellation of card payments, see directly below, and for cancellation of Direct Debits and standing orders, see condition 5.6.

**Cards:** Once you have carried out a transaction using a card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but has not yet been paid if we receive satisfactory evidence that the payee has consented to the transaction being cancelled.

**3.8. Refusing to act on your instruction:** We have the right to refuse to act on any instruction you give us relating to your account, if:

- we have any valid reason to believe that it is not you who is giving us the instruction;
- you fail to pass our Security Measures;
- we are concerned about the security of your account;
- we reasonably suspect that your account is being used in an unauthorised or fraudulent manner;
- the instruction given is not easily understandable;
- the instruction conflicts with another instruction;
- the instruction is contrary to the Agreement;
- you or any additional cardholder have committed a serious breach of the Agreement;
- you or any additional cardholder would commit a serious breach of the Agreement if we acted on your or any additional cardholder's instruction;
- the amount of the transaction exceeds any limit we, or a third party payment scheme, have set;
- the payment is being made via Customer Support or telephone call to a branch and it exceeds a limit that we tell you about when you make the payment;
- we have suspended your account;
- we reasonably believe there to be a significant risk that you are not able to pay amounts outstanding to us;
- you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment;
- the payee's account, the bank of the payee or any correspondent bank is located in a Restricted Country included on our Restricted Countries List. Our "Restricted Countries List" is the list of countries available on our website (as amended from time to time);
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could

include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the instruction relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities;

- you have a lack of funds in your account; or
- we reasonably think there is a risk that we would violate any duty or applicable law or regulation, or the rules of any card scheme with which your card is associated, if we act on that instruction.

We may treat an instruction as relating to a Restricted Country where, for example and including without limitation, the payee is located in or has links to a Restricted Country (or any person or entity connected to a payee is located in or has links to a Restricted Country), or we reasonably suspect that the instruction is likely to be part of a series of payments involving the crediting of an account held in a Restricted Country.

While we are checking that none of the reasons above apply, there may be a delay in us acting on your instruction (even if after completing the checks, no such reasons apply).

In addition, where a retailer or supplier of services asks us for authorisation before accepting payment using a card, we may decide not to give authorisation if:

- we have disabled use of the card in accordance with condition 15.3;
- you or any additional cardholder are in serious breach of the Agreement or would be in serious breach of the Agreement if we processed the payment; or
- taking account of all other transactions we have authorised, including those not yet charged to the account, there are a lack of funds available in the account.

If we refuse to act on your instructions we will do our best to inform you about this as soon as possible. We will contact you either in writing, by telephone or by e-mail (where you have agreed that we can contact you by e-mail). We will tell you our reason for refusing and how to rectify any factual errors that led to us refusing your instruction. We do not have to inform you however if doing so would mean we would violate any applicable law or regulation. We may prevent an Account Information Service Provider or a Payment Initiation Service Provider from accessing your account if we think their request may be unauthorised or fraudulent. If we can identify them, we will let you know as soon as possible either in writing, by telephone or by e-mail (where you have agreed that we can

contact you by e-mail) unless the law prevents us from doing so or we believe it would compromise our Security Measures.

We may make changes to the Restricted Countries List at our sole discretion, including, without limitation, where payments relating to a Restricted Country would be unlawful (for example, where there are legal sanctions and restrictions in place), we have reasonable grounds to suspect that a Restricted Country does not meet our expectations in relation to financial crime prevention, anti-money laundering and/or anti-bribery requirements, and/or where we have commercial reasons to restrict payments relating to any Restricted Country.

If you have any questions about a particular country at any time, you can contact your branch or contact Customer Support to obtain details of the Restricted Countries at that time.

#### 4. Operation of your account

4.1. **Payments into your account:** You can make deposits into your account by cheque, standing order, Direct Debit, Bacs, Faster Payments, CHAPS or SWIFT electronic transfer, or by such other method as we may permit from time to time. You can deposit UK sterling cheques (and certain cheques payable in another currency) into your account over the counter at any of our branches or at the counter of certain other banks that we operate an arrangement with. You can also deposit cheques into your account by post by sending them to any of our branches, to our registered office in the UK, or to the postal address or addresses that we make available to you from time to time for cheque processing. Cheques will only be accepted if they are accompanied by a properly completed pre-printed bank giro credit slip.

- **Cash:** We do not accept cash for deposit at any of our branches. You must not send cash to us by post. You may deposit cash at the offices of certain other banks that we operate an arrangement with or with Post Office® at certain Post Office® Outlets.

You may wish to deposit cash, cheques and other items at other banks that provide this service. Those banks may impose charges for use of this service. Where you pay cash in through another bank (including banks that we operate an arrangement with), we will only credit it to the account once we receive it from that bank. Where you pay cash into your account at a Post Office® Outlet using your debit card and PIN, we will credit it to the account on the next working day after you make the deposit. Where you pay cash into your account at a Post Office® Outlet using your barcoded paying-in book, we will credit it to the account two working days after you make the deposit.

The balance shown on your account may sometimes include cheques and other items deposited into your account which have not yet cleared. We may refuse to allow you to make

withdrawals against a cheque or other item until it has cleared. If any cheque or other item is returned to us unpaid the organisation that the cheque was drawn on will normally explain the reason for non-payment.

We will then deduct the amount from your account (even if we allowed you to make a withdrawal against it), and this may result in an unarranged overdraft. We will tell you when this has happened. Where the cheque is drawn in sterling on a UK bank or building society, we will only do these things in accordance with condition 4.4

#### **Refusing to accept payments into your account:**

We have the right to refuse to accept payments into your account if:

- the payer's account, the bank of the payer or any correspondent bank is located in a Restricted Country; or
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have failed to provide any additional information (including identification documents) which we have reasonably requested from you; (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the payment relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities.

We may treat a payment as relating to a Restricted Country where, for example and including without limitation, the payer is located in or has links to a Restricted Country (or any person or entity connected to a payer 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.

While we are checking that none of the reasons above apply, there may be a delay in us accepting payments into your account (even if after completing the checks, no such reasons apply).

We may make changes to the Restricted Countries List in accordance with condition 3.8 of this Agreement. If you have any questions about a particular country at any time, you can contact your branch or contact Customer support to obtain details of the Restricted Countries at that time.

**Deposit limits:** We may at any time apply a maximum limit to the amount of money (in any currency) that can be held in any account that is subject to your Agreement with us. Any maximum limit shall not be less than £1,000,000 (one million pounds sterling) or currency equivalent (converted using our current

exchange rate), excluding any credit interest. We will inform you of any maximum limit when you open the account or we may inform you at any time after the account is opened. If we inform you after the account is opened, you will be required to withdraw money in excess of the maximum limit. We may offer you an alternative product for the withdrawn money. This change will be made in accordance with the provisions of your Agreement with us. If we apply a maximum limit, this will not affect our right to set transaction limits described in condition 3.3.

- 4.2. **Withdrawals from your account:** We will make withdrawals from your account if you have authorised such withdrawal and if your account is in credit or the amounts are covered by an arranged overdraft. However, from time to time we may allow a withdrawal to be made that may cause you to go overdrawn or over any arranged overdraft limit. This may result in an unarranged overdraft. Withdrawals from your account may include withdrawals by cash, card, cheque, standing order, Direct Debit, Bacs, CHAPS, SEPA or SWIFT electronic transfer, or by such other method as we may permit from time to time.

**Direct Debits, Standing Orders and other future-dated payments – Retry process:** We will operate a retry process for certain withdrawals in pounds sterling from your current account. If we are unable to process a Direct Debit, standing order or other future-dated payment (excluding Bacs payments) because there are a lack of funds in your account, you will have until 14:00 (UK time) on the same working day to make a deposit into your account to cover such a payment. You can make this deposit through Customer Support or our online banking service, or by making a Faster Payment. If this deposit is received by us before 14:00 on the same working day, we will try to process the missed payment again. Your branch may contact you by telephone to let you know that you need to make a deposit into your account for us to re-try a missed payment. This retry process will not affect our right to set transactions limits described in condition 3.3 or our right to allow a withdrawal to be made from time to time that may cause you to go into an arranged overdraft or into an unarranged overdraft, where you exceed any arranged overdraft limit we have agreed described above in this condition 4.2.

**Payments made into your account in error:** If a payment is made into any of your accounts in error (for example, by us, by another bank or by a customer of another bank), and we reasonably believe that you are not entitled to these funds, we may deduct up to the mistaken payment amount from your account and return it. We do not always have to ask you to agree to this before we deduct up to the mistaken payment, but we will let you know about the mistaken payment as soon as we can unless (i) we are prohibited from doing so by any applicable law or regulation; or (ii) we have reasonable security concerns. We may deduct any mistaken

payment even if you have made any payments or withdrawals from the amount credited to your account in error. If this leads to an unarranged overdraft on your account, the provisions of condition 6.5 may apply.

Where we are unable to recover the mistaken payment that has been paid into your account, we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, including providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you, such as your personal details).

**Payments under any applicable law or regulation:** If we are contacted by a tax authority (such as HMRC), any other governmental agency in relation to money that you owe such authority or agency, or we are obliged under any applicable law or regulation, we may provide the relevant body with information about your accounts. If required to do so, we may set aside money from eligible sterling-denominated accounts (including any tax-efficient savings accounts that you may hold with us) and use this to pay the amount owed to this authority or agency. We may also make any deductions from your accounts to the extent that we are required to do so under any applicable law or regulation.

**Cash:** You may not withdraw cash over the counter at any of our branches. You may withdraw cash from your account over the counter with Post Office® (acting as our agent) at Post Office® Outlets using your debit card and PIN. You may be able to cash cheques by arrangement at other banks that provide this service. Those banks may impose a charge for the use of this service.

**Balance enquiry:** You can request your account balance by using your debit card and PIN with Post Office® (acting as our agent) at Post Office® Outlets.

**Using Post Office® services:** We have appointed Post Office® to perform certain services on our behalf. Post Office® will not be responsible to you for any of our acts, omissions, defaults and negligence in relation to the operation of your account. You can access Post Office® services in accordance with the Service Documentation, and you must ensure you comply and use Post Office® services in accordance with both the Service Documentation and this Agreement. If you wish to use any Post Office® services with your debit card, you will need to check details of how to gain access to such services in the Service Documentation.

4.3. **Payment information:** The payment information you must provide in order for a payment into or out of your account to be made correctly is as follows:

- **Bacs, standing orders and Direct Debits:** the sort code, account number and name of the account to which payment is to be made. If you are making a payment to a building society account, you must also give us the reference number for the payee's account.
- **CHAPS and Faster Payments:** the sort code, account number and name of the account to which payment is to be made.
- **SWIFT (any currency) and SEPA euro payments:** the sort code, International Bank Account Number (IBAN) (where this is available – if there is no IBAN, please provide the account number) and name of the account to which payment is to be made, as well as the Bank Identifier Code (BIC) of the bank receiving the payment.
- **inter-account transfer (from one Handelsbanken plc account to another and from a Handelsbanken plc account to a Svenska Handelsbanken AB (publ) account):** the account number and name of the account to which payment is to be made. If the payment is being made to or from an account held in another country, you must also provide the Bank Identifier Code (BIC).
- Where you provide incorrect details in your payment instruction, we will take reasonable steps to recover your money if the payment has gone missing and we may charge you a reasonable fee to cover our costs in doing so. Where we are unable to get the money back, you can send us a written request and we will provide you with all the relevant information we can in order for you to claim repayment of funds, unless we are prohibited from doing so by any applicable law or regulation.

4.4. **When payments will be made:** payments into or out of your account will be processed as follows. In the case of electronic payments, the timing of the payment into your account will depend on the cut-off time of the bank making the payment and timing of the payment out of your account will depend on our cut-off times details of which are set out on our website:

- **SEPA euro payments:** up to one working day after the payment was initiated.
- **Standing orders, Direct Debits and future dated Bacs payments:** on the day you have agreed that the payment is to be made, or (if this is not a working day) on the next working day.
- **CHAPS:** on the working day the payment was initiated.
- **Faster Payments:** within a few hours of the payment being initiated.

- **SWIFT (sterling and euro sent within the UK or from the UK to the EEA):** up to one working day after the payment was initiated.
- **SWIFT or other electronic transfer (other currencies, and sterling and euro sent outside the UK (other than to the EEA):** this will depend on the currency, where the payment originates from or is being sent to, and the bank making or receiving the payment. Where you instruct us to transfer funds in a currency other than sterling or euro, or instruct us to transfer sterling or euro outside the UK (other than to the EEA), you can call us to find out how long the payment will take to be transferred to the payee's account.
- inter-account transfers (from one Handelsbanken plc account to another and from a Handelsbanken plc account to a Svenska Handelsbanken AB (publ) account): promptly and in any case within one working day of the payment being initiated, with the exact timing depending on the currency, where the payment originates from or is being sent to, and the payment method used. You can call us to find out how long the specific payment will take.

#### Payments by cheque

We process all sterling cheques drawn on a UK bank or building society using the image cheque clearing cycle.

This includes cheques that are: (i) paid in at a branch; (ii) paid in at a bank that we operate an arrangement with; (iii) posted to a branch; (iv) posted to our registered office in the UK; or (v) posted to the address or addresses that we make available to you from time to time in respect of our postal cheque service.

The image cheque clearing cycle works as set out in the table below:

	Working day	Example
Day the cheque is paid in*	T	Monday
Day the credit appears in your account**	T+1	Tuesday
Day the amount of the cheque will start earning interest (or reduce the interest you pay)	T+1	Tuesday
Day the amount of the cheque will become available for withdrawal***	T+1	Tuesday
Last day the cheque can be returned unpaid****	T+1	Tuesday

\* When you pay in a cheque at one of our branches or at a bank that we operate an arrangement with, depending on what time you

pay it in, a cut-off time may apply. If you pay in a cheque after the cut-off time or on a day which is not a working day, the cheque may be paid in the next working day. You can ask any branch about our cut-off times or the cut-off times of any bank that we operate an arrangement with. Where we receive a cheque by post, depending on what time we receive it in the post, the cheque will be deemed paid in on the same working day or the next working day.

\*\* Where you use our postal cheque service and posted a cheque to us using the address or addresses that we make available to you from time to time, the credit will appear in your account on T (Monday). For all other cheques, the timescale for crediting your account in the table above will apply (T+1 – Tuesday).

\*\*\* Where you use our postal cheque service and posted a cheque to us using the address or addresses that we make available to you from time to time, the day the amount of the cheque will become available for withdrawal is T+2 (Wednesday). For all other cheques, the timescale for withdrawing the funds in the table above will apply (T+1 – Tuesday).

\*\*\*\* If a cheque paid into your account is returned unpaid, we will let you know and deduct the value of the cheque from your account. After T+1 the cheque cannot be reclaimed without your consent (unless you are a knowing party to fraud). See condition 4.1 for more information on unpaid cheques.

**Foreign cheques:** the length of time the cheque takes to clear will depend on the currency and the bank on which the cheque is drawn. Where you pay a foreign cheque into your account you can call us to find out how long the payment will take to clear into your account.

4.5. **Taking care of your account:** In order to prevent fraudulent use of your cheques, Security Information, Security Equipment and personal information that may be used to identify you, you must ensure that you:

- do not allow anyone else to use your Security Information or Security Equipment (except a Payment Initiation Service Provider or an Account Information Service Provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services);
- always take reasonable steps to keep your Security Information and relevant personal information secret at all times and do not disclose details of the Security Measures for Customer Support and/or our online banking service to anyone (except a Payment Initiation Service Provider or Account Information Service Provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator

in an EEA jurisdiction to provide such account information services or payment initiation services);

- never write down or record any Security Information or relevant personal information without disguising it;
- promptly destroy any written notification of your Security Information upon receipt;
- avoid numbers and passwords which may be easy to guess such as birthdays and telephone numbers;
- check carefully your records of transactions and statements of account; and
- follow any reasonable instructions we give you about Security Measures in relation to your account or the use of our services.

4.6. **Notifying us:** If your cheque book is lost or stolen or you have reason to suspect that it or any Security Information or Security Equipment may be misused by any person then you must notify us immediately. Please call Customer Support or contact any of our branches. You must pass our Security Measures when you notify us by telephone. We may ask you to confirm the position in writing. Your Security Information or Security Equipment must not be used after we receive your initial notification. If your cheque book is found after you have notified us that it has been lost, stolen or that you suspect it may be misused then you must not use it.

4.7. **Additional information:** You must give us any information you may have in connection with the loss, theft or misuse of your Security Information or Security Equipment, or any unauthorised use of Customer Support or our online banking service. We may, at our discretion, and without further reference to you, give the police any information which we reasonably believe to be relevant about the loss, theft or misuse of any Security Information or Security Equipment or any unauthorised use of Customer Support, our online banking service or other services.

4.8. **Payments to accounts switched under the Current Account Switch Service:** If you request us to make a payment to an account of a beneficiary that has been switched using the Bacs Current Account Switch Service described in condition 13.2, then such payment will be forwarded to the relevant new account (i.e. the account opened at the financial institution that the beneficiary's account has been switched to). If the payment was a standing order, then we will update the standing order and notify you that future payments will be sent to the relevant new account. If the payment was not a standing order, we will contact you and ask you to amend your records to reflect the details of the relevant new account. If you do not update your records, we may amend the beneficiary details on any future payments from you to the beneficiary and notify you accordingly.

- 4.9. **Inability to receive payments:** If you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment (for example, because of the payment system or electronic funds transfer system we use to make it), we will inform you of alternative ways to make that payment.
- 4.10. **SEPA Direct Debit payments:** We are a participating bank in the SEPA Core Direct Debit Scheme. This scheme enables customers to make domestic and cross-border Direct Debit payments in euros throughout SEPA. You can make SEPA Direct Debit payments through any euro-denominated current account that you hold with us. If you wish to make a SEPA Direct Debit payment, you will need to complete and sign a written or electronic mandate provided to you by the beneficiary of the payment. This mandate will authorise the beneficiary to collect SEPA Direct Debit payments from your account with us on a specific date. By signing and completing this mandate and returning it to the beneficiary, you will be deemed to have consented to us making the payments detailed in your mandate. This consent will remain effective until the mandate is cancelled, even if you have instructed us to stop one or more payments under such mandate. The beneficiary will store the mandate for as long as it exists and, after cancellation, for as long as you will be able to claim a refund for an unauthorised payment. If you have any questions about the content of a signed and completed mandate, you will need to contact the beneficiary.

**Notification and payment:** The beneficiary will notify you of the amount and due date of a SEPA Direct Debit payment at least 14 days before the payment is made. If the amount of a recurring payment does not vary, you will only be notified once before the first payment is made. If the amount of a recurring payment varies, the beneficiary will notify you at least 14 days before each payment is made. The beneficiary's bank will contact us to arrange for payment, and we will debit your account on the due date agreed by you and the beneficiary in your mandate. The beneficiary will receive the Direct Debit payment on the same day. If the due date is not a working day, we will debit your account (and the beneficiary will receive payment) on the next working day as long as this is also an inter-bank business day. You will need to ensure that there are sufficient funds available in your account to cover a payment by 09:00 on the due date.

**Stopping a SEPA Direct Debit payment:** You can stop an individual payment by contacting us with sufficient details of the payment at any time up to close of business on the working day before the due date. We also recommend that you notify the beneficiary that you are stopping this payment.

**Cancelling and amending a mandate:** If you want to cancel or amend a signed and completed mandate, you will need to contact the

beneficiary. A mandate will automatically expire if it is not used for 36 months.

**Amending a payment:** If you want to (i) block a payment being made to one or more beneficiaries, or from a certain account; (ii) restrict the payment of any SEPA Direct Debit to one or more beneficiaries; (iii) limit the amount of any payment; and/or (iv) specify the intervals between any payments, you will need to contact us at any time up to close of business on the working day before the due date and we will make these changes for you. You can subsequently change any blocks, restrictions and limitations that you have requested by contacting us. You can contact us by speaking to your branch, writing to us, or through our online banking service.

**Refund of Direct Debit payments:** Refunds of SEPA Direct Debit payments under the SEPA Core Direct Debit Scheme are separate from, and shall not affect refunds under, the Direct Debit Scheme described in condition 12.1.

**Refund of authorised SEPA Direct Debit payments:** You are entitled to a refund of a SEPA Direct Debit payment that you have authorised if you request one from us within 8 weeks of the date that the payment was made from your account. In these circumstances, we will refund the full amount of the payment on a no-questions-asked basis. We will make this refund as soon as possible, and at the latest, within 2 inter-bank business days of your request.

**Refund of unauthorised SEPA Direct Debit payments:** You are entitled to a refund of a SEPA Direct Debit payment that you haven't authorised if you request one from us within 13 months of the date that the payment was made from your account. If you make this request within 8 weeks of the payment date, we will refund the full amount of the payment on a no-questions-asked basis as soon as possible, and at the latest, within 2 inter-bank business days of your request. If you make this request after the 8-week period but within 13 months of the payment date, we will investigate the payment and inform you if you are entitled to a refund. If you are entitled to a refund, we will refund the full amount of the payment as soon as possible after we have verified that this is an unauthorised payment, and at the latest, within 30 calendar days and 4 inter-bank business days of your request. If you are not entitled to a refund, we will explain why (if we are legally permitted to do so) and give you details of how you can appeal this payment.

Any refund that we make for an authorised or unauthorised payment will not affect the terms of the mandate that you have with the relevant beneficiary.

## 5. Cheques and payments

- 5.1. **Issuing cheques:** When you write cheques you must take care so that your cheques cannot be easily altered by someone else. You should only write cheques in the same currency in which your account is denominated. You may be liable for cheques which have been altered or signed by someone else if you have failed to notify us in accordance with condition 11.2 below or you have not taken all reasonable precautions to prevent someone from doing this.
- 5.2. **Dates of cheques:** We recommend that you do not put future dates on a cheque. If you do so, we may decide whether to pay it or return it. We will not be responsible to you for any loss you suffer as a result of us deducting the amount of a cheque from your account before the date on the cheque.
- 5.3. **Cancelling cheques:** Upon your request, we will cancel cheques as long as you have given us the following details of the cheque: the account number; the payee; the date; the cheque number; and the amount of the cheque, and the amount of the cheque has not yet been deducted from your account. We may make a charge for cancelling the cheque. You will need to provide us with these details before the cheque is presented to us for payment. The charge is set out in the individual tariff.
- 5.4. **Cheques more than 6 months old:** If we receive a cheque for payment which is more than six months old we may decide whether to pay it or not.
- 5.5. **Restriction of use:** We may at any time restrict or cancel your right to use cheques on your account(s) for any of the following reasons:
- we are concerned about the security of your account;
  - we suspect that your account is being used in an unauthorised or fraudulent manner; or
  - if we perceive there to be a significant risk that you are unable to pay amounts outstanding to us. If we restrict or cancel your rights to use cheques on your account, we will, subject to applicable legislation, inform you of our reasons for such restriction or cancellation either orally or in writing.
- 5.6. **Standing Orders and Direct Debits:** You can cancel a single standing order or Direct Debit payment as long as you have given us sufficient details of the payment. You can cancel a single payment at any time up to close of business on the working day before the payment due date as long as you have given us sufficient details of the payment. You can amend or cancel one or more of your standing order or Direct Debit payments through our online banking service, Customer Support or by writing to us. If you want to cancel or amend a Direct Debit, we also recommend that you notify the beneficiary that you are doing so.

- 5.7. **Direct Debits, Standing Orders and other future payments in another currency:** If you set up Direct Debits, standing orders or other future-dated payments from your account in a different currency from the account, changes in the value of the currencies could lead us to debit more than you may originally have expected from your account, or to a smaller amount than expected being paid into the recipient's account. It is your responsibility to check that in spite of currency changes you have enough money in your account to meet these and other payments.
- 5.8. Sometimes an organisation will ask us to block a certain amount of money on your account to make sure you've got enough money to pay for something. This is called "earmarking". This usually happens where you don't know the cost 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 taken from your account, 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 are aware of the actual cost incurred. At the latest, this will always be straight after the organisation asks us to make the payment.

## 6. Overdrafts

- 6.1. **General obligation to keep your account in credit:** You must keep your account in credit, unless you have an arranged overdraft with us.
- 6.2. **Application for arranged overdraft:** You may apply for an arranged overdraft if you are 18 years or over. Arranged overdrafts are only available on a current account. If we decide to give you an overdraft on your account, we will tell you the limit of the arranged overdraft and confirm the terms of your arranged overdraft in writing, including the applicable interest rate.
- 6.3. **Credit reference agency searches:** We may make credit reference agency searches and other enquiries before we grant you an arranged overdraft or extend your arranged overdraft limit.
- 6.4. **Changes to arranged overdraft limit:** As well as any changes provided under the agreement for your arranged overdraft, we can change the limit of your arranged overdraft at any time by giving you notice. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before we reduce an arranged overdraft limit.
- 6.5. **Unarranged overdraft:** If you overdraw on your account without having an arranged overdraft, or exceed the limit of an arranged overdraft, we will treat the amount overdrawn or the excess as an unarranged overdraft. You must make an immediate deposit into your account to repay any unarranged overdraft. We may charge our unarranged overdraft interest rate on the amount of the unarranged overdraft until it has been repaid or you have an arranged overdraft or a new arranged overdraft limit with us. If you go into an unarranged overdraft, we will contact you to discuss how you can best administer your

account with us. In any month, the amount that may be charged for our unarranged overdraft interest rate on any current or instant access deposit account denominated in sterling shall not exceed our maximum charge for this (the "Monthly Maximum Charge"). The Monthly Maximum Charge is £100. Further details of the unarranged overdraft interest rate are set out in your individual tariff, and further details of the Monthly Maximum Charge are available on our website at:

[www.handelsbanken.co.uk/unarrangedoverdraft\\_maxcharge](http://www.handelsbanken.co.uk/unarrangedoverdraft_maxcharge).

- 6.6. **Repayment of overdraft:** We may require you to make an immediate deposit to repay any overdraft and any other amounts you owe us at any time, unless we have specifically agreed other arrangements with you. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before you have to repay us an arranged overdraft. If you request (i) a current account switch on a sterling current account; or (ii) a switch on an account that is subject to an alternative switching service pursuant to condition 13.2 any overdrawn balance outstanding on that account will become immediately due and payable on the switch date.
- 6.7. **Right to transfer money to pay off overdraft:** We have the right to pay off or reduce an overdraft on any of your accounts (including a switched current account or any other account switched through an alternative switching service) in accordance with our right of "set-off". Details of this are explained in condition 13.12.

## 7. Interest and charges

- 7.1. **Interest on your account:** We will normally work out interest on a daily basis on the amount of the cleared balance on each account at the end of each day and it will be applied to the account monthly, unless otherwise agreed. Our interest rates vary depending on the account. The interest rate(s) applicable to your account are set out in the individual tariff and are also available from any of our branches.
- 7.2. **Our charges:** We may charge you fees for the products and services which we provide you, including in relation to any one or more of the accounts you have with us. Our charges are set out in the individual tariff. You may request us to send you an up-to-date copy of the individual tariff.
- 7.3. **Paying interest and charges:** We will pay interest or, if applicable, charge interest, fees and any other charges by crediting or debiting your account.

Where you have a non-sterling account with us, we may convert any fees and other charges incurred on your non-sterling account from sterling into the currency of your non-sterling account. You can obtain details of the exchange rate we use to carry out the conversion by calling us. The exchange rates we use may change quickly. Any change will apply

immediately and we will not have to inform you of the change.

We may at our discretion allow you to accumulate charges on your account to be paid at least once a month, as required by us. If we allow you to accumulate charges on a non-sterling account, you must have a sterling account with us. We may debit the charges that you incur on your non-sterling account (in sterling) from any sterling account that you hold with us. If you no longer hold a sterling account with us, your right to accumulate charges on a non-sterling account may cease. If you close your sterling account before we have debited your charges, we have the right to require payment of the charges in sterling immediately upon closure of the sterling account.

We will give you at least 14 days' notice before deducting debit interest or charges which have accumulated to your accounts to be paid at least once a month. We will not provide notice where the charge is deducted at the time the service is provided and we told you about the charge in our individual tariff or at the time the service was provided.

We will be able to deduct the debit interest or charges which have accumulated to the accounts you hold with us at any time after the expiry of the notice provided. If deducting any charges or interest from your account places you in an unarranged overdraft position, the provisions of condition 6.5 will apply. If you request a current account switch or a switch of any other account through an alternative switching service pursuant to condition 13.2, we will explain the amount of any interest, fees or charges to be debited from your switched account in relation to the period up to and including the switch date in the account switching closing statement described in condition 13.2. We will retain funds from the credit balance transferred to your new account on the switch date to cover any such amounts, which will normally be debited within 13 working days of the switch date.

If we pay interest on an account, we will not deduct tax from this payment and it will be paid gross to your account. Your tax treatment depends on your individual circumstances and may be subject to change in future.

- 7.4. **Charges due to breach of the Agreement:** If you commit a serious or repeated breach of the Agreement, and if the breach can be remedied but it has not been remedied in a reasonable time, you must pay us our reasonable costs and expenses including administrative costs and any legal fees. These will be costs and expenses that are incurred by us in enforcing our rights under the Agreement, or which otherwise result from that breach.
- 7.5. **Other taxes and costs:** Other taxes or costs may exist that are not paid via us or imposed by us.

7.6. **Notices:** Our standard practice is to send statements of interest and any notices of debit interest and/or charges in paper form (and in respect of joint accounts, by entering into the Agreement you authorise us to send only one statement or notice addressed to both of you), but if you use our online banking service to access an eligible type of account we may also send you statements and notices through the secure electronic messaging facility in our online banking service. For those eligible accounts you will be able to request that your statements and/or notices are sent only in paper form, only in electronic form, or in both forms, either by sending an instruction in writing to your branch or by selecting the relevant option on the online banking site. Please check the online banking site for details of the accounts for which these options are available and for any conditions applicable to your selection of those options.

## 8. Statements

8.1. **Statements:** We will send you monthly statements containing details about your account, free of charge, unless otherwise agreed with you. Our statements will show all amounts credited to or deducted from your account since the previous statement. In respect of joint accounts, by entering into the agreement you authorise us to send only one statement addressed to both of you. Our standard practice is to send statements in paper form, but if you use our online banking service to access an eligible type of account, we may also send you statements through the secure electronic messaging facility in our online banking service. For those eligible accounts you will be able to request that your statements are sent only in paper form, only in electronic form, or in both forms, either by sending an instruction in writing to your branch or by selecting the relevant option on the online banking site. Please check the online banking site for details of the accounts for which these options are available and for any conditions applicable to your selection of those options.

8.2. **Correctness of account information and statements:** You must check online banking account information and statements of your account carefully and if your account information or statement has an entry which seems to be wrong you must tell us as soon as possible. We will correct any wrong entries made to your account as soon as practicable and at the latest by the end of the next working day after you tell us about them or we notice them, including, where applicable, refunding any interest or charges which would not have been payable but for the incorrect entry or paying any interest you have missed out on. You may not be entitled to any redress in respect of any incorrect entry unless you inform us without undue delay and in any event within 13 months after the debit date. If a payment is made into your account in error, this will be corrected in accordance with the provisions of condition 4.2.

## 9. Joint accounts and third party mandates

9.1. **Responsibility of joint account holders:** Joint account holders are separately and together responsible for the account and for any money owed to us, unless we specifically agree otherwise. We will have the right to require payment in full from all or any of you.

9.2. **Instructions from joint account holders:** Unless we agree otherwise or such authority is cancelled, any one of you is authorised to operate a joint account on your own and can (subject to any limits we impose from time to time) withdraw the full balance of the account.

9.3. **Death of a joint account holder:** In the event of the death of any of you, the other account holder(s) have authority to request withdrawal of any credit balance, subject to any rights we or any third party may have in respect of the account.

9.4. **Closing the account:** Any of you can give us an instruction closing the account or switching the account pursuant to condition 13.2. This includes where the relationship between you ends.

9.5. **Disputes:** If we become aware of a dispute between you or any of you, we may suspend operations on the account until we receive instructions from all of you or a court order telling us what to do.

9.6. **Third party mandate:** By signing and giving us our mandate form or a power of attorney you can give another person the right to operate your account. As explained in Part C of these Terms and Conditions, you may also appoint an additional cardholder. Any person you appoint will be able to use Customer Support and, subject to certain restrictions, our online banking service. In respect of joint accounts, all of you will have to sign the mandate form. In these circumstances, where we refer in these Terms and Conditions to you giving or cancelling an instruction, this includes any person you have appointed giving or cancelling an instruction.

## 10. Use of information about you

10.1. Please read our Privacy Notice which is in your application pack (if you applied for your account from 25 May 2018) and is available online at [www.handelsbanken.co.uk/privacy](http://www.handelsbanken.co.uk/privacy) which explains 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 at all.

## 11. Your liability

- 11.1. Save as set out in this condition, you will be liable to us for instructions that you (or any person authorised by you to transact on the account, including any additional cardholder) give us.

### Your Liability for Unauthorised Transactions

- 11.2. Where an unauthorised transaction causes loss and this occurred because of the use of lost or stolen Security Information such as a PIN, or because you (or any person authorised by you to transact on the account, including any additional cardholder) failed to comply with any of the security obligations set out in the Agreement, your liability for that loss will be limited to £35 unless you (or that other person) (a) acted fraudulently or (b) with intent or with gross negligence failed to comply with those security obligations (including your obligations under conditions 4.5 and 4.6). If either of these circumstances applies, you will be liable for the full amount of your loss together with any losses we suffer as a result. Unless you have acted fraudulently, however, you will not be liable for any losses incurred:

- after you (or that other person) have notified us of the loss, theft or unauthorised use or have attempted to do so but have been unable to inform us because we have failed to make the means available to enable you (or that other person) to do so;
- in some circumstances, where the transaction related to payment for goods or services on line or at a distance (e.g. on the telephone);
- we haven't checked that it was you who authorised the payment in the way we are legally required to do so; or
- in any other circumstances where law or regulation says you are not liable.

- 11.3. You will not be responsible for any loss arising from misuse of a card or security details that has not been received by you.

## 12. Refunds

- 12.1. **Direct Debits:** We can give you information regarding the Direct Debit Scheme which protects you if a Direct Debit you have not authorised is taken from your account. If money is wrongly taken from your account under a Direct Debit we will refund you as soon as you tell us about it.

### Liability for Unauthorised Transactions and Incorrectly Executed Transactions

- 12.2. You may be entitled to a refund where you claim that a transaction was an unauthorised transaction or an incorrectly executed transaction.
- 12.3. **Time limit for refunds:** In order to be eligible for a refund in relation to an unauthorised transaction or an incorrectly executed

transaction, you must make your claim without undue delay and in any event within 13 months after the date on which the transaction was (or should have been) debited.

- 12.4. You should let us know if you think there is an unauthorised or incorrect payment on your account, even if a Payment Initiation Service Provider is involved in making the payment.
- 12.5. **Incorrect payment information:** If you give us incorrect payment information (such as the wrong sort code or account number) as part of a payment instruction, we will not be liable if the payment is not made to the correct account. We will however make reasonable efforts to recover the funds that have been paid. We may charge you for doing this. The charge is set out in the individual tariff. Where we are unable to get the money back, you can send us a written request and we will provide you with all the relevant information we can in order for you to claim the repayment of funds, unless we are prohibited from doing so by any applicable law or regulation.
- 12.6. **Incorrectly executed transactions involving payments out of your account:** If we carry out a payment incorrectly, we will refund the payment as soon as possible after we become aware, so that it is as if the payment was not made. We will also refund any charges and interest you have paid and pay you any interest you have missed out on (dating back to the date the payment was taken from your account). We will not do this where we can show that the payment was received by the bank or building society you asked us to send the payment to (in which case they will be responsible) or where your payment instruction was incorrect. If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this.
- 12.7. If you ask us to make a payment to someone and we send it to their bank or building society later than we are legally required to (for example, by the end of the next working day for sterling payments to another UK bank), you can ask us and we'll contact the other bank or building society and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 12.8. **Incorrectly executed transactions involving payments into your account:** We will be liable for failure to collect a payment into your account unless we can show that we sent the instruction to collect the payment to the paying bank or building society within the time limit agreed with you, so as to enable payment to occur on the due date. If we have failed to collect the payment we will immediately send an instruction to the paying bank or building society to collect the payment and refund/pay any interest to you so that it is as if you received the payment on time. If you ask us to, we will make immediate efforts to trace the payment. If we receive a payment from another bank for you that we

should have credited to your account, we'll immediately credit your account with the relevant amount, refund to you any charges that you have paid and refund/pay any interest to you so that it is as if you received the payment when you should have done.

- 12.9. **Interest and charges relating to incorrectly executed transactions:** If we are liable for an incorrectly executed transaction, we will pay you any bank or building society interest and/or charge you must pay as a result, to the extent we have not already paid this under the preceding paragraphs of this condition.
- 12.10. **Unauthorised transactions:** If you are entitled to a refund due to an unauthorised transaction, we will refund the amount of the unauthorised transaction to you by the end of the next working day unless we suspect that you have acted fraudulently (in which case we may notify the police or another person permitted by law). Where applicable we will also restore your account to the state it would have been in if the unauthorised transaction had not taken place. We will not be obliged to refund you if we think you have acted fraudulently and we may notify the police or another person permitted by law.
- 12.11. **Limitation of liability for unauthorised transactions and incorrectly executed transactions:** We will not be liable to you in relation to an unauthorised transaction or an incorrectly executed transaction:
- beyond our obligations as set out in this condition 12, or under the Direct Debit Scheme described in condition 12.1 and the SEPA Core Direct Debit Scheme described in condition 4.10 (as the case may be);
  - where you (or any person authorised by you to transact on the account, including any additional cardholder) have acted fraudulently or have been grossly negligent in relation to your obligations to use payment instrument(s) or Security Information in accordance with the provisions of the Agreement or to notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of a payment instrument or any Security Information; or
  - where we are unable to perform our obligations under the Agreement due to abnormal or unforeseeable circumstances beyond our control, or us having to comply with law or regulation.
- Liability for other losses (not related to Direct Debits, unauthorised transactions or incorrectly executed transactions)**
- 12.12. **No liability for third party refusal of card:** We will not be liable if any party refuses to let you pay for goods or services or withdraw cash with any card.

- 12.13. **No liability for events outside our control:** We will not be liable for any loss you may suffer if we fail to provide you with services or if we fail to perform our obligations under the Agreement due (whether directly or indirectly) to anything outside our reasonable control, including to the failure of any data processing or computer system or transmission link, to an industrial dispute, to any restriction imposed under any applicable law or regulation.
- 12.14. **No liability for other losses:** We will not be liable for any other losses you suffer unless such losses are a reasonably foreseeable result of a failure on our part to provide you with services or to perform our obligations under the Agreement.
- 12.15. **Death, personal injury or false statements:** Nothing in the Agreement will limit our liability for death or personal injury resulting from negligence, or for false statements made by us fraudulently or negligently.
- 12.16. **No liability for third parties:** We will not be liable for any failure of, or delay by, Post Office® or another bank (including banks we operate an arrangement with) in providing you with services.
- 12.17. We will refund a payment taken in the EEA or the UK if you did not know the exact amount of the payment when you authorised it and it was more than you could reasonably have expected. We will also refund any interest (dating back to the date the payment was taken from your account). You must ask for the refund within eight weeks of the payment and provide us with all the information we need to consider your request. We will not provide a refund if you told us to make that payment and, if applicable, you were given information about the payment four weeks or more before the payment was due.

## 13. General

### 13.1. Closing your accounts:

**Payment Accounts:** You can close your account at any time by giving us notice in writing. If we, at any time, decide to close your account, we will give you at least 2 months' notice unless there are exceptional circumstances (as explained in condition 13.6).

**Notice Deposit Accounts:** You can close your account by giving us the same period of notice as you would have to give us for a withdrawal. If we, at any time, decide to close your account, we will give you the same period of notice unless there are exceptional circumstances (as explained in condition 13.6).

**Fixed Term Deposit Accounts:** You cannot close your account during the deposit term. We cannot close your account during the deposit term either, except in exceptional circumstances (as explained in condition 13.6).

In each of the above cases, the Agreement will continue to apply until any cheques drawn on the account and all other amounts you owe on the account or otherwise, including payments we

have made after closure and any interest and charges you have incurred have been paid in full and unused cheques, Security Equipment and any cards have been returned. Any benefit or services which we provide in relation to specific accounts (such as Customer Support and our online banking service) will end as soon as the account is closed. If we close your account we will repay any credit balance to you.

**Removal of Post Office® services:** We may cancel all or any of the services provided by Post Office® (either in whole or at specific Post Office® Outlets) immediately on providing you with notice of the same in the following circumstances:

- where you have significantly breached the Service Documentation or any of the terms and conditions applicable to any of the services offered by Post Office® or the Agreement;
- where Post Office® notifies us that a Post Office® Outlet is no longer available to provide a service;
- where we are instructed to cancel a service by Post Office®, or
- if we cancel the use of any Post Office® services used by you.

### 13.2. Switching your accounts

We are a participating financial institution in the Bacs Account Switching Service.

The Bacs Account Switching Service applies only to accounts maintained at the UK, Isle of Man and Channel Islands branches of participating financial institutions.

**Current Account Switch Service (sterling current accounts only):** If your account is a sterling current account you can choose to switch your account (and all payment arrangements connected with the account) to another financial institution that is participating in the Bacs Account Switching Service. The switch of your account will take seven working days. The switch will complete on the seventh working day, which is referred to as the switch date. On the switch date any credit balance on your account with us (such credit balance to be subject to (i) the exclusion of any amounts that are retained to cover any interest, charges or fees pursuant to condition 7.3; and (ii) the exclusion of any uncleared credits, or unsettled debit card authorisations) will be transferred to your new account at your new financial institution but your account will be closed only once we have verified that no interest, fees or charges applied to your switched account after the switch date pursuant to condition 7.3 remain outstanding. If on the switch date you have a debit balance (overdraft) on your account the switch will take effect on the switch date but your account with us will not be closed until you have paid or repaid in full all outstanding amounts.

These Terms and Conditions will continue to apply until all amounts you owe on the closed account (including any interest, fees and charges (whether applied before or after the switch date) have been paid or repaid to us in full. We will send you an account switching closing statement normally within ten working days of the switch date, and this will include details of any such amounts you owe us as of the date of that statement.

For a period of at least three years after the switch date, if we receive payments or requests for payment which relate to your switched account we will, subject to compliance with applicable law and regulation and in accordance with the terms of the Bacs Account Switching Service, redirect those payments or requests to your new financial institution. If we continue to receive such payments or requests for payment during the thirteen months leading up to the end of the three-year redirection period, we will extend this redirection period until there is a subsequent period of thirteen consecutive months in which we do not receive any payments or requests for payment. Upon the expiry of such subsequent period, any further payments or requests for payment will be disregarded.

If any amounts owed to us remain outstanding on the switched account after the switch date, we will be entitled first to apply any amounts received in relation to that account (including amounts paid in by means of a cheque) in full or partial satisfaction of such outstanding amounts. Any cheques drawn on a switched account presented for payment during the above redirection period will be returned unpaid with advice that the account has been switched.

Any benefit or services which we provide in relation to your account (such as Customer Support and our online banking service) will terminate on the switch date and you may not access those services in relation to the switched account with effect from the switch date. You must promptly destroy any cheque books and debit cards relating to your switched account on the switch date.

If you wish to switch your sterling current account using the Bacs Account Switching Service, you will need to contact a financial institution which is participating in the Bacs Account Switching Service, who will explain the process involved and the documentation you will be required to submit in order to effect the account switch. That other financial institution will then contact us to launch the account switch process. On receipt of an account switch request from that other financial institution, we will contact you to advise that we have received the account switch request and in some cases we may additionally seek explicit confirmation from you that you have requested the account switch. We may treat the receipt of an account switch request in relation to your sterling current account as an instruction from you to us to switch your account to that other financial

institution and to close your account with us on the basis described above.

**Regular Payments Switch Service (all sterling accounts):** You can choose to switch some or all of your payment arrangements (Direct Debits, standing orders, and bill payment arrangements) from a sterling-denominated account with us to an account at another financial institution participating in the Bacs Account Switching Service. Any such regular payments switch will remain in place for a period of three months (though it is possible for this period to be shorter if you agree this with your branch) to enable you to transfer payment arrangements on different dates to suit your needs. Your account with us will remain open following the switching of the relevant payment arrangements and these Terms and Conditions will continue to apply to your account.

If you wish to switch payment arrangements connected with your account using the Bacs Account Switching Service you will need to contact a financial institution participating in the Bacs Account Switching Service, who will explain the process involved and any documentation you will be required to submit in order to effect the regular payments switch. That other financial institution will then contact us to launch the regular payments switch process. On receipt of a regular payments switch request from that other financial institution, we will contact you to advise that we have received the request and in some cases we may additionally seek explicit confirmation from you that you have requested a regular payments switch. We may treat the receipt of a regular payments switch request in relation to your account as an instruction from you to us to switch the relevant payment arrangements connected with your account to that other financial institution.

**Alternative switching service (certain accounts):** If you wish to switch account(s) and/or payment arrangements to a financial institution that does not participate in the Bacs Account Switching Service, or if you wish to switch non-sterling accounts that are denominated in the same currency and/or any corresponding payment arrangements, you may be able to do this through an alternative switching service. If you contact a financial institution that offers an alternative switching service, they will explain the process involved and any documentation you will be required to submit in order to effect such a switch. The processes and time frames required for a switch under an alternative switching service may be different from those described above for the transfer of accounts and/or payment arrangements under the Bacs Account Switching Service.

If you switch accounts, the switch will take place on a date agreed between you, us and the new financial institution. If you have a debit balance (overdraft) on the switched account, the switch will take effect on the switch date but your account with us will not be closed until you have

paid or repaid in full all outstanding amounts and until you have paid any charges and/or interest pursuant to condition 7.3. In these circumstances, we will write to you to advise that your account will not be closed and these Terms and Conditions will continue to apply until all such amounts, charges and interest have been paid or repaid in full.

### 13.3. Varying the Agreement:

13.3.1. We may change or add to the Agreement, including by changing or adding new charges, at any time for any valid reason, including to:

- improve the products and services we provide and/or the systems we use, for example as a result of the introduction of new technology;
- respond to changes in your circumstances;
- reflect changes in (a) the systems we use; (b) the way we offer our products and services; (c) market conditions or banking practice; (d) the costs of providing products and services or running our business; and/or (e) the costs of funding our business;
- comply with changes in law or regulation, codes of practice or other industry practice;
- reflect any changes in the terms or the operation of the Bacs Account Switching Service or an alternative switching service or reflect a change in our status as a financial institution participating in the Bacs Account Switching Service;
- ensure our business is run prudently;
- maintain the competitiveness of our business; or
- make the Agreement clearer or correct any error we discover in the Agreement.

We will inform you of any changes or additions made pursuant to this condition 13.3.1 in writing by giving you at least two months' notice. We will either give you a copy of the changed terms and conditions at the time of giving you notice or we will direct you to a link on our website where you can view and download them.

13.3.2. There may be circumstances, such as a change in law or regulation or a change to the rules of any card scheme to which we have subscribed, where it may not always be possible to give you at least two months' notice of the change. Where this is the case, we will give you as much notice as we reasonably can.

Other than as set out above, we may change or add to the Agreement without giving you notice where:

- we add new payment services, where these do not change any terms in relation to an existing payment service. In these circumstances we can add these new payment services immediately and without notice; or

- there is a change in the exchange rate we use to convert a payment to or from a foreign currency. This is explained in conditions 13.7 and 14.5.

If there have been significant changes in any one year, we will either give you a copy of the new terms and conditions of the Agreement or we will give you a summary of the changes and we will direct you to a link on our website where you can view and download a copy of the new terms and conditions.

**Changes to debit interest for an arranged overdraft:** The agreement for your arranged overdraft will set out how and when changes to your interest rate will take effect.

**Changes to Payment Accounts:** We will inform you of any changes at least 2 months before they take effect, except as explained below.

During the notice period, you have the right to close your account at any time and without charge by writing to us. You will be deemed to have exercised that right if, during the notice period, you write to us to tell us that you do not accept the change. If you do not write to us to inform us during the notice period, the change will take effect at the end of the notice period and you will be deemed to have accepted the change.

A change to the interest rate applicable to the account will take effect immediately, and you will have no right to reject the change, where the change is to your advantage. In these circumstances we will inform you within 30 days of the change.

#### Changes to Notice Deposit Accounts

- **Changes to day-to-day charges:** If we increase the amount of a day-to-day charge or introduce a new charge, we will inform you of the change at least 30 days before it takes effect. During the notice period, you have the right to close your account immediately and without charge by writing to us. This rule does not apply where we change a charge for an ancillary service.
- **Changes to interest rates:** If we change the interest rate applicable to the account and the change is to your disadvantage, we will give you at least 35 days prior notice of such change or such longer period as law or regulation requires us to provide. Otherwise the change will take effect immediately and we will inform you within 30 days of the change.
- **Changes to other terms or conditions of the Agreement:** If the change is to your advantage or does not affect you, the change will take effect immediately and we will inform you within 30 days of the change. If the change is to your disadvantage, we will inform you of the change at least 30 days before it takes effect. In these circumstances you can, at any time up to 60 days from the date of our notice to

you, switch or close your account without charge by writing to us.

- **Fixed Term Deposit Accounts:** We will not change any terms or conditions applicable to the account during the deposit term.

13.4. **Change of your name, address or employment status:** You must contact us, immediately, to tell us you have lost your job, or any change to your name, address, telephone number, email address or other contact details. We may ask you to confirm this in writing.

13.5. **Contact details:** You can contact us at the address and telephone number shown on your latest statement or the address shown on your cheque book unless we specifically give you a different address or phone number to use for a particular service. Unless we specifically say how we will contact you in a particular term of the Agreement, or unless you have asked to be contacted or not contacted in a particular way, we may (subject to any legal or regulatory requirements to communicate with you in a particular way):

- contact you by telephone (including SMS) or in writing using the latest phone, postal or email contact details you have given us, or (if you use our online banking service) through our secure electronic messaging facility referred to in condition 22.7; and
- provide or make available to you by post, email, on our website or (if you use our online banking service) through our secure electronic messaging facility any communication, including newsletters, statements, notices, messages or information about changes to terms and conditions and any information about your account(s) or any change to the way your account(s) operates; we may also send you certain reminders or other messages by SMS or email unless you ask us not to do so.

If we become aware of suspected or actual fraud or security threats relating to your account, we will contact you by phone or email.

A communication from us will be deemed to be effective when delivered in person, on the second working day after posting or for an SMS or electronic message when it is sent.

13.6. **Exceptional circumstances:** If you (or any person authorised by you to transact on your account, including any additional cardholder) are in serious breach of the Agreement, you (or any person authorised by you to transact on your account) behave in a threatening or abusive manner towards any of our staff, you die, you are in serious breach or default in respect of any loan facility or other financial accommodation or service offered to you by us or any other party (and, if capable of remedy, such breach or default continues unremedied), you have failed to satisfy our anti-money laundering requirements, there has been, or we suspect that there has been or may have been, fraud or

suspicious activity involving any of your accounts or any transactions on any of your accounts, or we suspect you are about to commit a crime in connection with any of your accounts, you are no longer resident in the UK, you are no longer domiciled in the UK, you no longer have UK nationality, you are unable to pay your debts as they fall due or you are bankrupt or insolvent or involved in any bankruptcy or insolvency proceedings (as defined under any bankruptcy or insolvency law applicable to you), you owe money to a tax authority or government agency, you are involved in a dispute in relation to your account (unless you have a genuine concern or grievance or the account is only an incidental part of the dispute), or we are required by law to take action on the direction of the Secretary of State or any other UK government department, we may, subject to applicable law or regulation, without prior notice to you do any, some or all of the following:

- suspend operations on or close any of your accounts;
- refuse to act on your instructions;
- refuse to allow or authorise payment using a card;
- refuse to replace a card;
- cancel or reduce an arranged overdraft limit;
- cancel or suspend your right to use our online banking service or any other service we provide or any of your Security Information or any Security Equipment;
- transfer money from any account to pay off or reduce an arranged overdraft;
- demand immediate payment of any amount you owe us.

**13.7. Conversions of transactions between currencies:**

- Where you receive a payment in a different currency from your account, we will convert the payment into your account currency at our current exchange rate before adding it to the account.
- Where you instruct us to make a payment in a different currency from your own account, sent to an account that is not an account you hold with us in the UK, then we will, on debiting your account, convert the payment into that other currency at our current exchange rate.

(Please note that you cannot set up a standing order to make such payments in a different currency from your account).

- Where you instruct us to send money within the UK to another account you hold with us in a different currency, you can tell us to convert the payment at our current rate for either selling the currency of the send account or buying the currency of the receive account

(these may be different rates). We may make a charge for the conversion. The charge is set out in the individual tariff. You can obtain details of the exchange rate we use to carry out the conversion by calling us. The exchange rates we use may change quickly. Any change will apply immediately and we will not have to inform you of the change.

**13.8. Important information about compensation arrangements:** Eligible deposits with us are protected up to a specified limit per customer by the Financial Services Compensation Scheme (the "FSCS"), the UK's deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Further information about compensation and eligibility can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

**13.9. Complaints procedure:** We have internal procedures for handling complaints fairly and promptly. You can make a complaint in writing or by calling or visiting us. If we can resolve your complaint within three working days following the working day we receive your complaint, we will write to you to confirm that we consider this complaint to have been resolved and to inform you of how you can take further action should you be dissatisfied with our resolution. If we cannot resolve your complaint within this time, we will send you a written acknowledgement promptly. This written acknowledgement will provide you with further details about how your complaint will be investigated. Our aim is to resolve such a complaint to your satisfaction as soon as possible and to send you our final response within eight weeks, unless your complaint relates to a payment transaction to which shorter timescales apply under applicable regulations.

If you wish to make a complaint or would like more details of our complaints procedures, please contact us at any branch, write to Handelsbanken Compliance, 3 Thomas More Square, London, E1W 1WY, visit our website at

[www.handelsbanken.co.uk/complaints](http://www.handelsbanken.co.uk/complaints)

or call us on 020 757 8000.

If you are not satisfied with the outcome of your complaint, you can refer this, free of charge, to the Financial Ombudsman Service, which is an independent expert in settling complaints between consumers and financial services providers. You can write to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), email them at:

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

or call them on 0800 023 4567 (0300 123 9123 from mobile phones).

13.10. **Right to cancel accounts:** You can cancel your agreement and close your account (other than a Fixed Term Deposit Account) within 14 days of your acceptance of the individual tariff, by writing to the branch where your account has been opened. You do not have to give us any notice, or explain your reason for cancelling, and you will not have to pay any charges. If you do not cancel your agreement for the account during the 14-day period, you can terminate your agreement and close the account as explained in condition 13.1. You cannot cancel your agreement for a Fixed Term Deposit Account.

13.11. **Transfer of rights and duties:** We may at any time transfer any of our rights and/or duties under the Agreement to anyone without obtaining your consent provided that after the transfer your rights under the Agreement will be the same or better. If any transferee proposes to change the Agreement such that your rights will be adversely affected, you will be given two months' notice of the proposed change in accordance with condition 13.3 and you will have the ability to close your Payment Accounts in accordance with condition 13.1. In the case of a transfer of our duties to repay any balance on a Notice Deposit Account we will allow you to withdraw the money on the account on request before the end of that notice period. After any such transfers, references to us in the Agreement will then be read as references to the person to whom we have transferred the relevant right or duty. We may also arrange at any time for any person to carry out rights or duties under the Agreement, but in this case, we will remain responsible for performance of our duties under the Agreement. You may not transfer your rights or duties under the Agreement to anyone, except where the transfer takes place by law.

13.12. **Set-off:** If you owe us any amount under or in connection with the Agreement or any other agreement with us (for example, any arranged overdraft or unarranged overdraft, mortgage or loan facility) that is due and payable, we may use any credit balance (in any currency) you have in any account under this Agreement (including any joint account, Notice Deposit Account or Fixed Term Deposit Account) to reduce or repay the amount you owe us. Where we use a credit balance in a different currency to reduce or repay any amount, we will convert the currency at our current exchange rate. This right to reduce or repay amounts you owe us is called our right of "set-off". If we exercise this right of set-off, we will do so in accordance with any applicable law or regulation. Any minimum notice period that applies to withdrawals from any account will not apply to our right of set-off. If we exercise our right of set-off in respect of a joint account, your liability will be calculated in accordance with condition 9.1.

We may also (i) exercise our right of set-off against any amount you owe any other company in our group that is due and payable; and (ii) set-off any amounts that any other companies in our group owe you against any amounts you owe

us, unless we are prevented from doing so by any applicable law or regulation. We will not exercise our right of set-off if (i) it is against any money you are required to hold in your name for someone else; or (ii) we believe that to do so would stop you covering essential living expenses or certain important debts.

We may exercise our right of set-off at any time without prior notice to you. However, in the case of any amount to pay off or reduce an arranged overdraft, unless we have serious grounds for exercising this right immediately such as any of the exceptional circumstances listed in condition 13.6, we will normally give you at least 30 days' notice before we exercise our right of set-off.

13.13. **Waivers etc:** Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given. It does not affect our rights under the Agreement and we may still insist on them later.

13.14. **Governing law and jurisdiction:** Where you live in Scotland:

- this Agreement and your dealings with us leading up to you entering this Agreement with us are governed by Scottish law; and
- you and we submit to the non-exclusive jurisdiction of the courts of Scotland in relation to any dispute arising under or in connection with this Agreement.

Where you live in England, Wales or any other jurisdiction outside Scotland:

- this Agreement and your dealings with us leading up to you entering this Agreement with us are governed by English law; and
- you and we submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with this Agreement.

13.15. **Language:** The Agreement is in English and we will communicate with you in English. You must communicate with us in English.

## Part C – Cards

### 14. Using the card

14.1. **Signing the card:** You (or the additional cardholder as appropriate) must sign the card when it is received by you or the additional cardholder.

14.2. **Duration of use:** The card can only be used during the period for which it is valid and must not be used after you receive notice from us that it has been cancelled or withdrawn. If you request a current account switch or a switch through an alternative switching service pursuant to condition 13.2, your debit card will be cancelled on the switch date.

14.3. **Overdraft:** The card must not be used if doing so would overdraw the account without our prior agreement, or would increase any borrowing on the account to more than we have agreed).

14.4. **Property in the card:** The card remains our property and if asked you must return it to us immediately ensuring that it is cut in half vertically through the signature strip, magnetic strip and chip. We, or anyone acting for us, may keep the card at any time.

#### 14.5. **Transactions**

- We may issue you and any additional cardholder with a card with contactless payment functionality. If we do so, we will tell you and on the first occasion we issue any such card to you or an additional cardholder, we will provide you with information on how to use this functionality.
- The card and the PIN may only be used by you and any additional cardholder.
- The card and PIN may be used to obtain cash from any cash dispensing machine which we advise will accept the card and/or from any Post Office® Outlet. Any cash withdrawals will be up to the daily limit for the card.
- We will not be responsible if a retailer or other supplier refuses to accept your card, or if you cannot use your card to make a payment or obtain cash.
- The card may be used to settle any purchase from retailers or suppliers of services which accept payments using the card scheme logo shown on the card or any other logo which we notify to you.
- You must have sufficient funds on your account, or an arranged overdraft, to meet the costs of all transactions undertaken on the card. Funds available will be calculated on each business day as your remaining cleared credit balance, or the unutilised portion of any arranged uncancelled overdraft facility, following payment of any other debits to the account and any amounts required to pay any transaction notified to us since the previous business day.
- If any cash dispensing machine operators charge for your use of their cash dispensing machines then such charges will be payable by you.
- We may from time to time enable you or an additional cardholder to specify that you do not want any card(s), card details and PIN(s) associated with your account to be capable of being used to carry out certain types of transactions. If and when this capability is available, we will tell you and provide you with information about how you or an additional cardholder can apply those restrictions to your or their card, card number and PIN and how you or they are able to remove them.

- When you make a debit card payment in a foreign currency it will be converted into sterling at the applicable exchange rate determined by the card scheme whose logo appears on your card and we will deduct the amount and related charges from your account usually within seven working days. The exchange rate used may not be the same as the rate when the transaction was made due to changes in rates. The amount debited will be made up of the sterling equivalent of the amount of the transaction concerned and an Overseas Card Transaction charge of 2.75% of the value of the transaction based on the sterling equivalent. The exchange rate will have been adjusted to take into account the Overseas Card Transaction Charge. You can obtain details of the exchange rate used to carry out the conversion by contacting your branch and it will also appear on your statement.

- You will have to pay all amounts charged to the account, even when the details on the sales voucher are wrong or where no sales voucher is signed, if it is clear that you or any additional cardholder have authorised the transaction.

- If the account is in more than one name then each party will be fully responsible for all transactions carried out by any card issued for use on the account.

- When we receive an acceptable refund voucher we will pay the amount of the refund to the account.

- You (and any additional cardholder) must not use the card for any illegal transaction, purchase or purpose.

- In the Agreement, references to use of the card or to a transaction shall include the use of the card number (for example, for telephone or internet purchases) and other details on the card shall be subject to the Agreement in just the same way as use of the card.

## 15. **Card security**

15.1. Keeping the card safe: You must do the following:

- Keep the card secure at all times and do not allow any other person to use it;
- Promptly destroy the PIN advice slip after receipt;
- Never write down your PIN in any way which could be understood by someone else;
- Not disclose your PIN for mail order payments or when paying for goods or services over the telephone or on the internet;
- Keep card receipts and all other information relating to your card safe. You should take simple precautions such as shredding papers containing such information when it is no longer required;

- Take all reasonable care and precaution in the custody of the card and ensure that the card is not lost, mislaid or stolen;
  - Comply with all reasonable instructions we issue from time to time regarding the security of your card, PIN and any other Security Information;
  - Make sure that any additional cardholder observes these security measures and the Agreement generally.
- 15.2. **Loss or theft of card or PIN:** If the card is lost, stolen or you suspect that the PIN is known to someone else then you must contact us immediately, using the details set out in the 'Important Notice' at the end of condition 15.5 of these Terms and Conditions.
- 15.3. **Disabling use of the card:** We will be entitled to take such steps as are reasonably necessary to restrict your and any additional cardholder's right to use the card (including cancelling the card and disabling its use) if:
- we have reasonable concerns relating to the security of the card, PIN and/or any other Security Information;
  - we have reasonable grounds to suspect that the card has been or might be used fraudulently or without authorisation; or
  - we have reasonable grounds to believe that there is a significantly increased risk that you may be unable to pay any overdraft arising from its use.
- If we intend to do this, we will inform you in writing, by telephone or by e-mail (where you have agreed that we can contact you by e-mail) and we will tell you why we are doing this, unless we are prohibited from doing so by law or regulation or for security reasons. We will attempt to tell you before we do so but if this is not possible, we will inform you after we do so. We will restore your use of the card (or give you a replacement card or PIN) as soon as possible after the reason for suspension has ceased to exist.
- 15.4. **Cancellation of card following loss or misuse:** We will cancel the card once we receive notice of its loss, theft or possible misuse. If the card is then found you must return it to us immediately after cutting it in half through the signature strip, the magnetic strip and the chip.
- 15.5. **Giving out information:** You authorise us to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the card or PIN and in order for us to meet our obligations as a member of the card scheme with which your card is associated or any rules to which we are subject and which relate to the use and processing of transactions made by using your card.

## IMPORTANT NOTICE - LOSS OR MISUSE OF YOUR CARD

If your card is lost or stolen, or you suspect that someone knows the PIN, you must immediately call Customer Support on 0800 470 8000 (from outside the UK: +44 20 7578 8247), or contact your branch during office hours (9am – 5pm).

### 16. Additional cardholder

- 16.1. **Responsibility for additional cardholders:** You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else. If we agree to do this, you are responsible for ensuring that the additional cardholder complies with the Agreement and you will have to pay for all transactions carried out using the additional card and PIN, including those charged to the account after the additional card has been returned to us.
- 16.2. **Provision of information:** You authorise us to pass information to the additional cardholder. This information will include, but will not be restricted to, details of the account.

### 17. Ending use of the card

- 17.1. **Ending use upon cessation of use of account:** We may withdraw or disable the use of a card or PIN if your use of the account is ended. If you request a current account switch or a switch through an alternative switching service pursuant to condition 13.2, your card will be cancelled on the switch date.
- 17.2. **Your right to end use of cards:** You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us cut in half through the signature strip, the magnetic strip, and the chip.
- 17.3. **Your responsibilities and liability following ending of use:** If your use of the card (or the use of the card by any additional cardholder) is ended by you or us under the Agreement, you will remain responsible for all transactions carried out with the card up to the end of its use.

### 18. Obligation on termination or withdrawal of cards

- 18.1. **Destruction of cards:** Where a card is withdrawn or ceases to be used under the Agreement, you and each additional cardholder must cut up and return the card(s) to us, cut in half through the signature strip, the magnetic strip, and the chip.
- 18.2. **No effect on your obligations:** Termination of use of a card under the Agreement will not affect any of your obligations to comply with the Agreement, or affect your (and any additional cardholder's) liability for breaches of the Agreement (whether these occurred prior to or after termination), or affect or compromise our rights in respect of such breaches.

## Part D – Customer Support, Online Banking Service and Other Services

### 19. Customer Support and Online Banking service

- 19.1. **Application for Customer Support and online banking service:** You may use Customer Support or our online banking service in connection with your account if you are 16 years or over. If you wish to use Customer Support for payment services or our online banking service, we may ask you to confirm this when you apply to open an account with us. Otherwise, if you or any other account holder at any time pass our Security Measures to use Customer Support or our online banking service, you will be deemed to have applied for the relevant service and, if you are joint account holders, you will all be deemed to have consented to any one of the account holders being able to give us instructions relating to payment services on your account through Customer Support or instructions relating to your account through our online banking service and the following terms shall apply to any such usage.

If you as joint account holders have agreed specifically in writing with us that you do not permit any one of you to operate the account on your own, you will only be able to use Customer Support for instructions relating to payment services or use our online banking service if all of you agree that any one of you can give us instructions through Customer Support or through our online banking service.

### 20. Security procedures

- 20.1. We will not be able to provide you with services through Customer Support or our online banking service until you have passed certain identity checks as part of our Security Measures. We may change our Security Measures at any time. We may act on any instructions received by us through Customer Support or our online banking service if we have verified them in accordance with our Security Measures even if those instructions were not actually given by you.

**Please note that we will never contact you to ask you to disclose any of your Security Information in full. Should you receive any such request (even if this purports to have come from us or from any other official) you must refuse to disclose any Security Information and report this to us immediately.**

- 20.2. **Security procedures for Customer Support:** As part of our Security Measures, we may ask you to provide certain Security Information that will be used to identify you when you use this service. You may be asked to provide this information when you seek access to the services provided by Customer Support.

### Security procedures for online banking

- 20.3. We may require you to go through different Security Measures to access different parts of our online banking service or to give us different types of instruction. We may, for example, impose additional Security Measures for higher risk activities, such as where you make a large payment or a payment to a new beneficiary. We may also provide you with special security software that can be downloaded from our website and used to communicate securely with us, and /or Security Equipment, to enable you to give us instructions. You can find out more information about the security procedures for our online banking service, as well as additional information relating to the service on our website.
- 20.4. You are responsible for maintaining your computer and other equipment, software and internet connection required to access our online banking service. You acknowledge that the supply of services under the Agreement involves information being transported over an open network, the internet, which is accessible to anybody. Information is therefore transmitted regularly and without control across borders. We take reasonable steps to avoid information being intercepted and read by a third party, by our use of techniques such as encryption, however it is not always possible to avoid someone other than us gaining access to information about you and your dealings with us.
- 20.5. Although we will attempt to use suitable safety precautions, when you and we contact each other using the internet, communications are routed via a public network and we disclaim any liability for damages resulting from the use of the internet. In particular, we will not be liable for any loss which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.
- You should not send instructions or sensitive information to us by email as they will not be protected by our Security Measures.
- 20.6. When using our online banking service you must:
- ensure that your computer, other equipment and software and the internet connection you use to access our website comply with the standards (including our Security Measures) we tell you about from time to time;
  - carry out virus checks on a regular basis;
  - not attempt to change or copy or allow any third party to copy the software provided by us;
  - only use any information we provide about exchange rates or other similar information for personal use;

- inform us about any failure, delay or other problem when using our online banking service as soon as possible;
- not access our online banking service from any computer connected to a local area network or any public internet access device or access point without first making sure that no-one else will be able to observe or copy your access or get access to our online banking service pretending to be you; and
- not at any time leave the internet terminal from which you have accessed our online banking service or let anyone else use the internet terminal until you have logged off our online banking service and closed down your web browser. You will be responsible for ensuring that you have logged off our online banking service at the end of any session.

20.7. **Notifying us of security breaches:** You must tell us as soon as possible if you think someone else knows any of your Security Information or has used your Security Information or any Security Equipment to access Customer Support and/or our online banking service (other than an Account Information Service Provider or Payment Initiation Service Provider which requires such details to provide their services to you and which is registered or authorised by the Financial Conduct Authority or the appropriate regulator in an EEA jurisdiction to provide such account information services or payment initiation services). You must also tell us as soon as possible if you think that transactions have been or may be carried out without your authority. Please contact Customer Support or any of our branches.

20.8. **Disabling use of Customer Support and Online Banking Service:** We will be entitled to take such steps as are reasonably necessary to restrict your right to use Customer Support (for any payment instructions or requests) and/or online banking service (including disabling your access to those services) if:

- we have reasonable concerns relating to the Security Measures that are in place for those services;
- we have reasonable grounds to suspect that either of those services has been or might be used fraudulently or without authorisation; or
- we have reasonable grounds to believe that there is a significantly increased risk that you may be unable to pay any overdraft arising from use of either of those services.

If we intend to do this, we will inform you in writing, by telephone or by e-mail (where you have agreed that we can contact you by e-mail) and we will tell you why we are doing this, unless we are prohibited from doing so by law or regulation or for security reasons. We will attempt to tell you before we do so but if this is not possible, we will inform you after we do so. We will restore your use of the services as soon as possible after the reason for suspension has

ceased to exist. If we need to restrict your access to the online banking service and you have previously asked to receive statements and/or other notices in electronic form only, we will automatically reset your preference so that you will receive paper as well as electronic statements and notices thereafter.

20.9. If any Security Equipment that we provide you with to access our online banking service is lost, damaged or faulty, you must tell us as soon as possible. We may charge you for replacement equipment as set out in the individual tariff if the loss, damage or fault is caused deliberately or carelessly by you.

20.10. We retain ownership of all Security Equipment and software that we provide you with to access our online banking service. You will obtain no rights, title or interest in any such equipment or software, or in any associated guidance, instructions or other information.

## 21. Availability of the services

21.1. **Customer Support:** Once you have passed our Security Measures you will get access to the services provided by Customer Support. Customer Support is available to use in relation to certain accounts detailed in these Terms and Conditions and may from time to time provide functionality to (i) check account balances and transactions; (ii) set up, amend or cancel standing orders; (iii) cancel Direct Debits; (iv) set up and process payments and transfers; and (v) perform any other function that we may decide to make available to you.

You can also contact Customer Support if you need assistance with (i) fraud concerns; (ii) lost or stolen cards; (iii) product queries (including card queries); (iv) getting started with our online banking service; and (v) other general queries. Further details of Customer Support, including the times when certain services are available, can be obtained from branches and are on our website at [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk). Further details of how payments out of your account may be processed by Customer Support are available at condition 3.5 and on our website at [www.handelsbanken.co.uk/IBcutofftimes](http://www.handelsbanken.co.uk/IBcutofftimes).

21.2. **Online Banking:** Once you have gone through the Security Measures mentioned above, you will get access to the services provided by us via our online banking service, unless agreed otherwise. The compatibility requirements which your browser must satisfy in order for you to access our online banking service are explained on our website: [www.handelsbanken.co.uk](http://www.handelsbanken.co.uk).

21.3. **Changes to the services:** We may at any time add to or restrict the range of services offered through Customer Support or our online banking service. We will give you at least 2 months' prior written notice of the change, unless such change is permitted without such notice under condition 13.3.

21.4. **Terminating the services:** You may terminate your use of Customer Support or our online banking service at any time by giving us notice in writing. We may terminate your use of Customer Support for payment services and/or your use of the online banking service by giving you 2 months' notice, or if there are exceptional circumstances as explained in condition 13.6. If you request a current account switch or a switch through an alternative switching service pursuant to condition 13.2, with effect from the switch date we may at any time terminate your use of Customer Support and/or the online banking service in relation to the relevant switched account, but we will continue to offer Customer Support services and/or the online banking service in relation to any other relevant accounts that have not been switched. If your use of the online banking service is terminated and you have previously asked to receive statements and/or other notices in electronic form only, we will automatically reset your preference so that you will receive paper statements and notices thereafter.

21.5. **Periods of unavailability:** Customer Support or our online banking service may be unavailable from time to time without notice, for example due to network problems or systems maintenance. Online banking may also be inaccessible or slow from time to time due to circumstances outside our control, such as heavy internet traffic or server problems. If either Customer Support or our online banking service becomes unavailable we will try and inform you without undue delay via our website or other available medium. We will not be liable for any loss which you may suffer as a result of either of the services being unavailable.

## 22. Further terms for Online Banking

22.1. **Validity of digital certificate:** The digital certificate may only be used for the period specified by the security software. We may (but are not required to) issue a new certificate before such period comes to an end. We may end or suspend the validity of the digital certificate immediately without notice if our own digital certificate is blocked, the certification authority from which we derive our right to use our digital certificate has its own certificate blocked, or in the circumstances explained in condition 20.8. We will tell you as soon as possible of this and will try to make the service available again as soon as possible. You must delete all information on the certificate and unless we tell you otherwise, uninstall and delete the security software from your computer when your right to use the certificate ends or when your use of our online banking service terminates.

22.2. **Validity of log-on card:** If we issue you with a log-on card, it can only be used during the period for which it is valid and must not be used after you receive notice from us that it has been cancelled or withdrawn, or for any period during which we tell you that use of the log-on card or your account is suspended. We can cancel,

withdraw or suspend a log-on card in accordance with these Terms and Conditions, in particular in the circumstances set out in conditions 13.1, 13.2, 13.6 and 20.10.

22.3. **Charges:** There are currently no charges for using our online banking service. There are, however, charges for other services, which you may be able to access or carry out through our online banking service, for example, where you make a payment using CHAPS or SWIFT. The charges are set out in the individual tariff.

22.4. **Digital signatures:** Subject to any restrictions under applicable laws and regulations, any agreement or transactions entered into between you and us using digital signatures shall be binding as if they were entered into in writing.

22.5. **Records:** Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our online banking service. You will not object to the admission of our records as evidence in any court action because such records are not originals, are not in writing or are electronic documents.

22.6. **Electronic advertising:** Our products may be advertised on our website through which you access our online banking service. If you have asked us previously or if you ask us in the future not to send you any marketing material, you agree that this restriction will not apply to the electronic advertisements.

22.7. **Secure electronic messaging facility:** The secure electronic messaging facility available on our online banking site allows you to send and receive secure messages about your accounts and about other services and products that we offer.

- We will only check for messages you send from time to time, so you must not use the secure messaging facility to communicate with us if your message is urgent or important (for example, to tell us that a card has been lost, stolen or misused). We will make a reasonable effort to respond promptly to messages once we open them: if you want a quick response or have not received a response to a secure message, please call your branch.
- Please check the secure message area regularly so that you are up-to-date with statements, notices and other messages that we may send. For some accounts we may offer you the opportunity to receive an email and/or an SMS reminder each time that a particular statement or notice is uploaded to the secure messaging facility (for some accounts we may make this a condition of receiving a statement or notice in electronic form) and you will be responsible for ensuring that the email and/or mobile phone details that we hold for you are kept up-to-date. We will not use the secure messaging facility to send you messages we reasonably consider to be urgent unless you have specifically asked us to do so.

- 22.8. These Terms and Conditions apply in place of any other agreement you enter into (or have entered into) with us for use of a log-on card and card reader as Security Equipment, where you use that equipment to access and give instructions in relation to UK accounts you hold with us in your name.

## Part E – Further Terms for Notice Deposit Accounts

### 23. Further terms for Notice Deposit Accounts

- 23.1. **Scope:** The terms and conditions set out in this Part E apply to all Notice Deposit Accounts maintained by us for you.
- 23.2. **Account Opening Balance:** The minimum account balance which is required to open a Notice Deposit Account (if any) is as set out in the key product information.
- 23.3. **Withdrawals from your Notice Deposit Account:** Withdrawals from your Notice Deposit Account may only be made if you have given the minimum notice set out in the key product information. Notice to withdraw funds may only be given once the Notice Deposit Account has been in operation for the minimum term set out in the key product information. Withdrawals may be made by giving notice at your branch, or by post. Instructions to withdraw funds which are given in a branch must be confirmed in writing prior to the withdrawal taking place. Once we receive your instruction to withdraw funds you cannot cancel it.
- 23.4. **Non-Working Days:** If the amount withdrawn is due to be paid on a day which is not a working day, then payment will not take place until the next working day.
- 23.5. **Payment of Amounts Withdrawn:** On the withdrawal date funds will be transferred to another account you hold with us or to such other account as you nominate in the withdrawal instruction. No charge will be made for transferring funds to another account held with us, or for transfers to another account by Bacs. Transfer of funds by CHAPS or SWIFT will incur a charge. The charge is set out in the individual tariff.
- 23.6. **Interest:** We will work out interest on a daily basis on the amount of the cleared balance on each Notice Deposit Account at the end of each day. Details of the current rate applicable to the Notice Deposit Account are available from any of our branches. Interest will be paid at the frequency set out in the key product information and will be capitalised to the Notice Deposit Account or, at your request, transferred to another account maintained with us in your name. Interest will continue to accrue on the withdrawal amount during the notice period.

- 23.7. **Standing Orders and Direct Debits:** You may not withdraw amounts from the Notice Deposit Account by standing order or Direct Debit. You may make payments into the Notice Deposit Account by standing order or Direct Debit.
- 23.8. **Insufficient Funds:** If, when you request a withdrawal, or when an amount withdrawn is due for payment, there are insufficient funds in the Notice Deposit Account, then we may refuse the withdrawal at our discretion.

## Part F – Further Terms for Fixed Term Deposit Accounts

### 24. Further terms for Fixed Term Deposit Accounts

- 24.1. **Scope:** The terms and conditions set out in this Part F apply to all Fixed Term Deposit Accounts maintained by us for you. The availability of Fixed Term Deposit Accounts is subject to our prior approval. We will confirm the amount of your deposit, the deposit term and the interest rate applicable to your Fixed Term Deposit Account by sending you a written confirmation. This written confirmation will form part of the Agreement between you and us for the Fixed Term Deposit Account.
- 24.2. **Deposit restriction:** You cannot deposit additional sums during the deposit term.
- 24.3. **Interest:** Interest will be paid in the amounts and at the frequency set out in the key product information and will be capitalised to the Fixed Term Deposit Account at the end of the deposit term.
- 24.4. **Withdrawals:** You cannot withdraw any funds from the Fixed Term Deposit Account during the deposit term.
- 24.5. **Maturity:** At the end of the deposit term we will pay your deposit together with accrued interest in accordance with your payment instruction; we will also send you a closing statement.

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