

# Personal and Private Banking Accounts

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## PART ONE

### Universal Conditions

#### 1. Introduction

- 1.1 These conditions cover the accounts listed on Page 2 which we offer to Personal and Private Customers for their own use.
- 1.2 Some additional conditions also apply to your account and these are set out in Part Two. We may also give you additional benefits with an account which have their own conditions. If you use our Telephone, Internet or Mobile Banking services other conditions will apply which we will tell you about when you first sign up to use those services.
- 1.3 If we (or another mortgage lender in our group) agree to offset funds in your account(s) against any mortgage you hold with us (or that other mortgage lender), then Part 3 will also apply to you.
- 1.4 In these conditions we refer to Business Days. This means week days but not Bank Holidays. Sometimes it is too late for us to process a payment or other instruction – we call this a Cut-Off Time. You can ask us what these times are and find them on our website and in your Tariff. Some of our Cut-Off Times are shortly before midnight (particularly for payments made through internet or telephone banking, or through our apps), but where you are making a payment in a Store the Cut-Off Times are a lot earlier.
- 1.5 If you want a copy of these conditions, your Tariff or any other conditions which might apply to you please contact us.

#### 2. Eligibility for an Account

You may need to meet some eligibility criteria before you can open an account. We will tell you what these are before you open the account. Sometimes if you no longer meet the eligibility criteria we have to close the account. If this happens we will offer you another account unless you do not qualify for any of our accounts, there is a legal reason why we cannot do this or you have seriously or repeatedly breached this agreement. A Personal account must not be used for business purposes or business transactions. If we find out that you are using this account for business purposes, then we will require that you open a separate business account.

#### 3. Charges and exchange rates

- 3.1 The fees which apply to our accounts are set out in your Tariff. The Tariff is part of your agreement with us and you agree to pay the charges set out in it.
- 3.2 If you use a card to make a purchase or withdraw cash in another currency then we will convert into sterling the amount of a card transaction (or refund) using a reference exchange rate determined by Mastercard (the Mastercard Exchange Rate) at the time the card transaction (or refund) is charged to your account. This may not be the date on which the card transaction (or refund) was carried out. You can find out this rate by calling us (you will find our telephone number on your statement or on the back of your Card or by going to the following link: <http://www.ybonline.co.uk/personal/travel/using-your-cards-abroad/>).
- 3.3 If your account receives an electronic payment in another currency, then we will convert that into sterling using our own reference exchange rate. These are set every day.
- 3.4 Your account statement will show all of the fees incurred and the exchange rates used.

#### 4. Interest we pay you and you pay us

##### Interest you pay us

- 4.1 Interest you owe on your Arranged Overdraft, or on any Unarranged Overdraft that arises, is called debit interest and will be worked out using the rate set out in your Arranged Overdraft Agreement or in any other notification we provide to you from time to time. We will calculate a daily rate from the rate we tell you. If that is an annual rate, we will base the daily rate on there always being 365 days in the year. The interest will be calculated at the end of each day on the cleared overdrawn amount in your account, and will be charged to your account the next month.
- 4.2 You'll be sent an account summary at the end of each month with details of all interest at least 14 days before it's taken from your account. The interest will be taken even if you don't have money in your account or you've exceeded your Arranged Overdraft limit at the time.

##### Interest we pay you

- 4.3 Interest paid to you is called credit interest and is worked out on your account balance at the end of each day. This will be added to your current account on the last Business Day of each month, or if you have an instant access savings account, it will be added on the last Business Day in March, June, September and December. All credit interest rates are set out in the Tariff.

##### Tiered and banded credit interest rates

- 4.4 If your account has tiered or banded credit interest rates, the interest will be automatically worked out based on the amount in your account at the time. For tiered rates, we will apply the appropriate rate of interest for a tier to all of the money in your account when the balance falls within that tier, and for banded rates, we will apply the appropriate rates to the amount in each band.

#### 5. Tax on credit interest

If credit interest is applicable to your account it will be paid gross. Gross interest is the interest payable without taking account of any tax payable. From 6th April 2016 we no longer deduct tax from the interest earned on your savings, following the introduction of a Personal Savings Allowance. If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs. If you would like to read more about your Personal Savings Allowance, please visit the Government website [www.gov.uk](http://www.gov.uk)

#### 6. Giving us instructions (including payment instructions)

- 6.1 You can give us instructions in the following ways:
- in writing (this includes letters, cheques, direct debit instructions);
  - in person in a Store;
  - over the phone (although you cannot give us a payment instruction over the phone unless you have registered for Telephone Banking);
  - using Internet Banking or mobile banking;
  - using the card we give to you, which can be through digital wallet apps. (sometimes you will also need to use the PIN for the card);
  - through a payment initiation service (by following the procedures required by the payment initiation service provider to confirm the payment instruction).
- A payment initiation service is where you authorise another business to give payment instructions to us relating to your accounts (rather than you giving those instructions to us directly by, for example, Telephone Banking).

- 6.2 We will only follow instructions if we think they have come from you (or have been sent on your behalf). We will take steps to check this before we act on them. We will assume an instruction has come from you if we reasonably believe that the person who signed a written instruction or gave an instruction in person was you, or if your card was used. Usually when you call us we will need to identify you. We may do this by asking for certain information known only to you. You must not give your PIN to anyone who asks for it; even if that person says that they are acting on our behalf. A member of our staff will never ask you to tell them your PIN.

- 6.3 If you are asking us to do something please make sure that your instruction includes all of the information we will need. If this is a payment instruction, depending on the type of payment you are making, we will need to know some special information such as the account number and sort code. Unless any information or instruction you give us is obviously wrong, we will assume the information is correct.

- 6.4 If you authorise another person to operate your accounts for you (for example, under a power of attorney or where you have asked us to give that person a card for use on your account), we will deal with that person as if he or she were you for the purposes of this agreement including acting on any payment instruction they give to us.

#### 7. Information we will send you

- 7.1 Where there are transactions on your account, we will send statements containing details about your account free of charge at least monthly, unless otherwise agreed with you.
- 7.2 We will contact you using the details you give us. Where we send information to you, we will send it to the most recent address we have for you. To make sure you always receive information and statements that we send to you tell us promptly if any of your contact details change. Sometimes we have to contact you urgently and so it is important that you tell us if your contact telephone number changes.
- 7.3 If you have signed up to some of our other services we may communicate with you electronically using texts, secure email and other digital methods. The conditions for those services set out how and when we will contact you. Where we send you notices electronically, unless we definitely know that you have not received a notice (for example, we receive a message showing that an email has not been delivered to your email address), we will always treat you as having received the notices. If you or any additional account holder notice any error in any of your contact details or change your email address, you must let us know promptly. We will not be responsible if you do not receive a communication because we do not have your up to date details.
- 7.4 If you have an offset mortgage with us, then in addition to any other statement you receive for the account you will receive a summary statement monthly giving an overview of the Account(s) and the mortgage(s) covered by the arrangement.
- 7.5 You will be automatically enrolled to receive Text Alerts to the mobile number we hold for you, in relation to your use of any Arranged Overdraft or Unarranged Overdraft. If you don't provide us with a mobile number, or keep your mobile number up to date with us, you will not receive Text Alerts. You may request not to be enrolled in this programme of alerts or you can opt out at any time. More information about Text Alerts is set out in our documents, "Key Features Factsheet for Arranged and Unarranged Overdrafts" and "What you need to know about Overdrafts".

#### 8. Joint Accounts

- 8.1 If you have a joint account, that is an account in the name of more than one person, certain special conditions apply. This is because with a joint account all those who are account holders are "jointly and severally liable" with each other for any amounts which are owed to us on the account. This means that each account holder is liable for all amounts that you owe to us and not just a share, and we can ask any one of you to pay us all the money that you owe us, without having to ask other account holders. Because the account is joint and several if any one of you dies the account will remain open and will continue as before in the name or names of the surviving account holders.
- 8.2 We will send statements to the address you have given us as the mailing address for the account. If you want us to send statements to other addresses please tell us.
- 8.3 It is important to understand how you can tell us to make payments and give us other instructions. We will accept instructions from any joint account holder, including instructions to withdraw the whole balance or close the account, unless you have expressly told us that we can only act where all of you have given us the instruction. Because of the way Telephone, Internet and Mobile Banking work we will always accept instructions given using these services from just one of you even if other instructions are given by all of you.
- 8.4 If there is a dispute between the account holders, one account holder may ask us to place a stop on the account. If this happens we will have to stop you using Telephone, Internet and Mobile Banking until we are informed by all account holders that the dispute has been resolved. If we know about a dispute between the account holders we may ask you all to tell us to authorise payments and give us instructions.

#### 9. Paying money into your Account

- 9.1 You can pay money into your account in a number of ways. How you pay the money in will be important as it will determine how long it takes for the money to be available for you to use and how it affects the balance on which we calculate any debit or credit interest.
- 9.2 For automated credits paid into your account, you can contact us to find out when a payment will be available for use and when it will start to calculate interest. This will depend on, for example, the currency of the payment.
- 9.3 If you want to pay in cash straight into your account it must be sterling. The cash will be credited to your account immediately, will be available for use straight away and will be counted in your balance when we calculate interest on that day. If you would like to pay in cash in another currency we will tell you the exchange rate we will use to convert the currency into sterling and any fee for the service. Cash paid into your account at any other bank will be credited to your account on the Business Day we receive it and may take time to reach us.
- 9.4 In relation to cheques paid into your account, these follow the Image-based Clearing System (ICS) cycle. ICS will clear both cheques and Bank Giro Credits. More information can be found at <https://www.chequeandcredit.co.uk>

This table tells you:

- how long it takes for interest to be payable on the cheque;
- when you will be able to withdraw the funds; and
- when you can be certain that the cheque won't bounce.

"ICS" cycle:

Day 1	By the end of Day 2
Cheque deposited	Interest payable, funds can be withdrawn and funds certain
Mon	Tues
Tues	Wed
Wed	Thurs
Thurs	Fri
Fri	Mon

This table shows you that:

- A cheque drawn on a bank within the UK in sterling will be shown as being credited to your Account on the Business Day of receipt of the cheque by us.
- Such funds will be available for you to use by the end of the next Business Day after the Business Day on which the cheque is paid in.
- When calculating interest, these funds will be counted in your balance by the end of the next Business Day after the Business Day on which the cheque is paid in. Where immediate value is given on the cheque, we will pay interest from the day on which the cheque is paid in. Where a cheque is returned unpaid the amount of it will be debited to your Account, and we will tell you about this. Unless you are a knowing party to fraud then we will not debit these funds without your permission.
- Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your Account and the fees you will be required to pay. If you pay a non-sterling cheque into your Account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your Account.

95 When you use another bank to make a payment into your account by means of a Bank Giro Credit slip, the payment should reach us on the next Business Day after the Business Day you deposit the Bank Giro Credit slip at the other bank. Any cheques that you have deposited in the same transaction will be processed in the timescales in the tables above.

96 Some payments can be made from and received into accounts on non-Business Days. This may mean that the account receiving the funds shows them as being available for use and the account from which the funds have been paid will show them as no longer being available.

#### Payments by mistake

- 97 If we are told by the payer or another bank that a sum of money has been paid into your account by mistake, we can take that sum of money from your account without your express consent. We will only do this however if we accept there are reasonable grounds to suspect the payment was paid into your account by mistake and so long as we have been notified of the mistaken payment within a reasonable timescale from the date the payment was credited to your account. We will notify you as soon as we have done this to allow you to explain to us your versions of events. If, after a reasonable time has elapsed and you have failed to satisfy us that you are entitled to the money, we will return the payment back to the payer or paying bank. We will do this even if this takes your account into an Arranged Overdraft but we will act reasonably at all times and try to minimise any inconvenience to you.
- 98 Where we are unable to recover money from you that has been paid into your account by mistake we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, in particular by 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).

#### 10. Making Payments

- 10.1 Payments can be made in a number of different ways depending on the type of account you have. Where you are giving us an instruction to make a payment to another account in the UK you must tell us the account number and the sort code for that account and any other information we may ask you for so that we can make the payment. If you are sending money outside the UK then section 10.10 will apply to that payment instead.
- 10.2 You must ensure that the account number and sort code of the account you instruct us to pay funds to are correct. Although we may ask for the account name which we sometimes confirm as part of our security checks, this will not form part of the payment instruction as we do not usually check that the name matches the account name linked to the account number and sort code.
- 10.3 We will make the payment if there is enough money in your account. If you are paying money into your account on the day you want us to make a payment, you must allow sufficient time for money to clear into your account. When checking to make sure you have enough money you should take into consideration not just your balance but also any other payments that are due to be taken from your account around the same time.
- 10.4 Unless we tell you otherwise, for any payments you ask us to make on a future date, including Direct Debits or Standing Orders, you must make sure you have enough money in your account by 3pm on the day you want us to make the payment. If you use the Telephone Banking Service to ask us to make a bill payment or transfer funds to another account on a future date, you must make sure you have enough money in your account by 5am on the day you want us to make the payment.
- 10.5 Preventing fraud is important to us and so sometimes we will need to speak to you before we can make a payment, for example, for higher value payments. For card payments, this sometimes means we ask the retailer or person processing the payment to contact us so that we can get more information. If we are not able to speak to you for any reason, we may not make the payment you have requested.

- 10.6 If you ask us to make a payment before the relevant Cut-Off Time on any Business Day, we will process it on that Business Day unless you have asked us to make it on a future date. We will debit the payment from your account when the payment is made. If the payment is made after the Cut-Off Time using the Faster Payment Service, it will leave your account immediately but your account will not show the payment as being processed until the next Business Day. For other payments made after the Cut-Off Time, your account will not show the payment as being processed until the next Business Day. Where you have set out a future date the payment will be processed on the date specified which must be a Business Day. Payment instructions received after the Cut-Off Time or on a non-Business Day will be processed on the next Business Day.
- 10.7 If you ask us to make a payment in sterling to a person with an account at a bank in the UK, then we will get the money to the bank holding that account no later than the end of the Business Day after you ask us to make the payment. In most cases, as we use the Faster Payment Service (apart from certain regular payments such as Direct Debits or payments using Bank Giro Credit slips or card payments), the payments will reach the payee's bank the same Business Day. We can only use the Faster Payment Service if the person you are sending the payment to has an account which can receive payments through the Faster Payment Service. When you give us the payment instruction we will tell you if we can make the payment using the Faster Payment Service. If we cannot we will tell you we are unable to make the payment and you can contact us to discuss alternative ways to make the payment.
- 10.8 If you use a Bank Giro Credit slip in one of our Stores to send money within the UK, the payment will usually reach the payee's bank on the next Business Day after the Business Day you deposit the Bank Giro Credit slip with us if we can process the payment before the Cut-Off Time.
- 10.9 Cheques issued by you, or copies of the cheques, will normally be held by us for six years following payment. If you need to refer to a particular cheque, we will provide a copy if you ask, subject to payment of any charge which may apply at the time. Cheques made payable from your account which are dated 6 months or more before they are received by us may be returned unpaid.
- 10.10 If you want to send money outside the UK, which will include a payment to a bank in another country or a payment in a currency other than sterling, (other than where your Card allows you to do this) please contact us and we will tell you whether you can make an international payment using your account and the terms which will apply to that payment.
- 10.11 When you use a card to make purchases it will normally take from 1 to 10 days for a card transaction to be debited to your account. In some cases, for example, where the purchase is not on a retailer's premises or is made outside the UK, it can take longer.
- 10.12 After you have instructed us to make a payment to an account we may receive notice through the Current Account Switch Service that the intended beneficiary of the payment has changed their account by moving to another bank or building society. You agree that where we receive this notice we may make any future payment to that intended beneficiary using the amended account details provided to us through the Current Account Switch Service as though those were the details which you originally provided.

#### 11. Stopping a Payment

- 11.1 You may cancel a cheque before payment is made by us by contacting us and we may ask you to confirm your instruction in writing.
- 11.2 You can cancel a Direct Debit or Standing Order mandate at any time by contacting us. If you want to make sure that no further payments are made under that Direct Debit or Standing Order you should tell us before the end of the last Business Day before the day on which the next payment is due to be made.
- 11.3 In addition, where you contact us early enough, sometimes we can stop a Direct Debit on the actual day it is due to be made.
- 11.4 You cannot normally cancel a single payment which is due to be made under a continuing Direct Debit unless you dispute the amount or date of a payment advised to you in an advance notice issued under the terms of a variable Direct Debit authority. In any other circumstances the whole Direct Debit authority must be cancelled.
- 11.5 You cannot cancel an individual payment made with a card but if you have set up a series of card payments using your card number you can cancel any future payments in the same way as a Direct Debit or Standing Order mandate.
- 11.6 We may refuse to make a payment from your account where you have given us a payment instruction for any of the following reasons:
- due to lack of funds in your account;
  - you have not provided us with the correct details for making the payment;
  - we reasonably believe that your account or any service we provide you is being used illegally or fraudulently by you or anyone else;
  - we reasonably believe that someone else may have rights over the funds in your account for example, another joint account holder, where there is a dispute;
  - you will be over the daily limit we have set for the type of payment instruction you have given to us (these are limits that we apply to protect your account and us); or
  - the payment would result in you using an overdraft and we reasonably believe that there is a significantly increased risk that you will not be able to repay the overdraft.
- 11.7 Unless the law prevents it, we will tell you that we have refused to make the payment as soon as possible and in any event no later than the end of the next Business Day. You can contact us if you would like more information about why the payment was refused. Please note that there may be a fee if we decide to refuse your request for an Unarranged Overdraft and therefore refuse a payment due to lack of funds in your account.
- 11.8 Where we deny an account information service provider or payment initiation service provider that you appoint access to your account we will tell you by SMS, a call or a letter that we have denied such service provider access (where we are able to identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards (unless telling you would compromise reasonably justified security reasons or is unlawful). Account information services are services that allow you to see your accounts with different providers in one place.
- 11.9 At any time we may refuse to authorise a card payment if:
- you have reported your card as lost or stolen;
  - we reasonably consider it necessary to protect the security of your card or account;
  - we are required by law or by a court or other authority;
  - the card payment is very unusual compared with other card payments on your account (for example, it is much higher than your normal payments or made in a foreign country and we have no reason to believe that you are not in the UK); or
  - we reasonably suspect fraud or illegality.

Sometimes a retailer or the person processing the card payment will tell you we have refused to authorise a card payment. You can contact us to find out why and if there is anything you can do to put right the circumstances that lead to our refusal.

## 12. Keeping your Account safe

- 12.1 You must keep to these conditions and any other conditions which apply to your account or the service we are providing.
- 12.2 You must keep safe any cards, and any cheque books and anything else we give to you to help you give us instructions or access your account. Please sign your card as soon as you receive it. If you think that the security of your account has been compromised you must tell us as soon as you can.
- 12.3 You should memorise or write your card PIN down in a disguised manner promptly following receipt of the PIN notification and then destroy the PIN notification straight away. You should do all that you reasonably can do to keep cards safe. You can change your PIN to something more memorable at most ATMs but you must not choose a PIN that is easy for someone else to guess.
- 12.4 Never give your PIN to someone else or let someone else use it, or do anything that would let someone else use it, for example writing it down and keeping it with your card. If you have added an additional cardholder please make sure that they know how to keep their card and PIN safe.
- 12.5 If you think someone else may be able to use, or has used, your card or PIN you must tell us as soon as you can by using the details below. We can arrange to cancel your card to stop other payments being made. You must give us any information we ask for about what has happened. We will pass this to the police if we have to, or if we think that will be useful.
- 12.6 If you think someone else could have access to your account without your permission, call us straight away using the following details:  
Clydesdale Bank Cardholders can call 0800 345 7 365 (+44 141 223 2358 from outside the UK);  
Yorkshire Bank Cardholders can call 0800 456 1 247 (+44 141 223 2358). You can contact us at any time of the day.
- 12.7 If someone has taken money from your account because you have not kept your PIN safe or secret or because you have not kept other information about your account secure, you may be liable for payments made as a result. Further details of when this will be the case are set out in the section headed "Issues with Payments – What happens if something goes wrong".

## 13. Overdrafts

If the conditions which apply to your account say that you may borrow from us, you may ask us for either an Arranged Overdraft (which you ask for in advance) or an Unarranged Overdraft.

### Arranged Overdraft

This is borrowing within a previously agreed Arranged Overdraft limit. To arrange a limit, you should contact us before you need it. If we agree to the limit, we will give you all the information you need before you decide whether to set it up. If you have a joint account, you agree that we may only give this information to one of you. You will receive an Arranged Overdraft Agreement to confirm the terms of your Arranged Overdraft.

### Unarranged Overdraft

You can ask for an Unarranged Overdraft by trying to make a payment (such as a Standing Order or Direct Debit) when you don't have enough money in your account or a suitable Arranged Overdraft limit in place. If your request is agreed to, the money will be made temporarily available in your account to make the payment. We will tell you what rate of interest we will charge you on your Unarranged Overdraft (normally when you take out this account or if we change it). If your request for an Unarranged Overdraft is refused, the payment will be refused due to a lack of funds and you may have to pay a Refusing A Payment Due To Lack of Funds Fee. The amount of this fee is set out in the Tariff.

### Repaying your borrowing

Your Arranged Overdraft will be repayable when we ask you to pay it (unless we have told you otherwise) and will be subject to the terms in the Arranged Overdraft Agreement. Arranged Overdraft limits will be regularly reviewed and may be changed, with us usually giving you 2 months' written notice. An unarranged overdraft is repayable straight away. If you ask to close your account (including because you have entered into a Current Account Switching Agreement with another bank), you must repay any money you have borrowed before you can close it. If you have an Arranged Overdraft and you're not using the full limit at the time you tell us to close your account, you agree that you won't request any more borrowing.

### Monthly Maximum Charge (MMC)

The Monthly Maximum Charge (MMC) is a monthly cap on interest charged for Unarranged Overdrafts and fees for Refusing a Payment Due to Lack of Funds. The MMC is the most you'd pay each month in such interest and fees combined. It does not apply to Arranged Overdraft interest.

- Each current account will set a monthly maximum charge for:
  - going overdrawn when you do not have an Arranged Overdraft; or
  - going over your Arranged Overdraft limit (if you have one).
- This cap covers any:
  - interest for going over your Arranged Overdraft limit; and
  - fees for each time we Refuse A Payment Due To Lack Of Funds.

You will be sent an account summary at the end of each month with details of all fees and debit interest at least 14 days before they are taken from your account. They will be taken even if you do not have money in your account or you have exceeded your Arranged Overdraft limit at the time.

## 14. Issues with Payments

### – what happens if something goes wrong

- 14.1 You should let us know if you think there is an unauthorised or incorrect payment on your account, even if a payment initiation service is involved in making the payment.
- 14.2 If we make a payment to an account at another bank and the beneficiary then tells their bank that the payment has not been received, we will as soon as possible refund the payment and any charges and interest you've paid or pay to you any interest you've missed out on. We will not provide a refund if:
  - your payment instruction was incorrect; or
  - we can show that the payment was actually received by the other bank (in which case they are liable).
- 14.3 If we receive a payment to you from another bank but don't credit it to your account straight away, we will immediately make available the amount of the payment to you and credit the corresponding amount to your account and refund you any charges you have incurred due to our failure. We will also pay/ refund any interest to you so that it is as if you received the payment when you should have done.

- 14.4 If you ask us to make a payment to someone else in the UK and the recipient's bank receives it later than the end of the next Business Day after we receive your instruction, you can ask us and we'll contact the other bank 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).
- 14.5 We will, if you ask us to, immediately and without charge, make efforts to trace any incorrectly executed payment and we will notify you of the outcome.
- 14.6 Where your payment instruction was incorrect we will take reasonable steps to recover your money if the payment has gone missing and we may charge you a reasonable fee. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.
- 14.7 If you tell us a payment from your account wasn't properly authorised (for example, someone else made it without your consent), you can ask us for a refund. You must do this as soon as you can after the payments appear on your account. We will refund you as soon as is practicable (and in any event no later than the end of the following Business Day) – including paying back the money, refunding any fees and interest you have paid, and paying any credit interest in the normal way. You won't have any further claim against us.
- 14.8 If we later find you aren't entitled to a refund, we will take back from your account the amount we refunded, and re-charge any fees or interest (or both) you owe us, and we will also not give a refund if we have evidence which indicates that you have acted fraudulently.

### Payments using your card or security details

- 14.9 Unless we believe you have acted fraudulently, we will always refund you in full for all unauthorised payments arising from the use of a lost or stolen card or security details:
  - arising after you have told us in the agreed manner that your card or security details have been lost or stolen or of the unauthorised use of your card or security details;
  - if we failed to give you contact details to allow you to report the loss, theft or unauthorised use of your card or security details; or
  - where your card or security details have been used to buy something at a distance when you did not need to be physically present (such as online, telephone or mail order shopping).
- 14.10 We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments if you acted fraudulently.
- 14.11 We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments up until the time you notify us of the loss, theft or unauthorised use of your card or security details if:
  - you gave someone else permission to use your card; or
  - where the account was in credit at the time of the payment, you deliberately or with gross negligence failed to:
    - use your card or security details in accordance with these conditions,
    - notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your card or security details; or
    - take all reasonable steps to keep safe your card and security details.
- 14.12 If an unauthorised card payment takes you into, or further into, an Arranged or Unarranged Overdraft, then we will not refund you up to the first £35 of the losses if:
  - we can show that you did not take reasonable care of your card or security details; or
  - you did not tell us promptly once you knew that your card or security details were lost or stolen.

This condition 14.12 will not apply if the card or security details were used to buy something at a distance.

- 14.13 You can make a payment by agreeing that someone else can take money out of your account without you knowing how much the payment is going to be. Examples might include renting a car or booking a hotel room. If the amount of the payment was for more than you were expecting, you can ask us for a refund if:
  - you made the payment in the European Economic Area;
  - your authorisation didn't specify the exact amount;
  - the amount of the payment is more than you could reasonably have expected to pay; and
  - you ask for the refund within eight weeks of the date the money left your account.
- 14.14 We may ask you for information which we reasonably consider necessary in order to investigate whether you are entitled to a refund. Within 10 working days of receiving your request for a refund or of us receiving any further information we have asked for to investigate, we will either refund you or refuse the refund and tell you why we're not refunding you (if we are able to do so). If we provide you with a refund, we will always ensure that any refund of interest dates back to the day that the relevant amount was debited from your account.
- 14.15 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". Usually this happens where you don't know the cost at the time you authorise the payment (for example if you rent a car or stay in a hotel room). The organisation won't be able to ask us to block an amount unless you agree to an exact amount being taken from your account. Any amount we block will be released without delay as soon as we are aware of the actual cost. At the latest this will always be straight after the organisation asks us to make the payment.
- 14.16 If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms above.

### Cheques

- 14.17 You should tell us in person or by telephone as soon as possible if you realise your cheques have been lost or stolen, or you think someone has issued one of your cheques without your authority. If you believe a cheque has been paid from your account without your authority, we will give you a copy of the cheque and we will deal with any query you have promptly and in accordance with these conditions. If we are unable to deal with your query within a reasonable time we will re-credit your account with the amount of the cheque (or the disputed amount if less) and return your account to the position it would have been in had the payment not been made until we have dealt with the matter. If we subsequently discover that you were not entitled to a refund we may debit the amount we had previously refunded (or the disputed amount and any applicable interest, if less) to your account.

## 15. Making changes to this agreement

15.1 There is no expiry date on your account and we hope that you will be a customer for a long time. This means that we may need to make changes to your account and these terms.

### Changes to interest rates and charges

15.2 Some accounts have fixed interest rates (including some that are fixed for a defined period and then become variable after that), but otherwise there are two types of variable interest rate:

- tracker rates, which follow the Bank of England Base Rate; and
- Managed Rates, which we can set and change.

What we may do	How you can find out	When you can find out
Change tracker rates in line with changes to the Bank of England Base Rate.  We will change the rate to follow the change in Bank of England Base Rate no later than the next Business Day.  Change a Managed Rate if it is more favourable to you.	We will put the information on our website, in Stores, and you can get it from us on the telephone.  Your monthly account statement will also include the interest rate that applies.  If you don't receive monthly statements (for example, because you're not using your account), we'll include details in your next annual Statement of Fees.	No later than 3 Business Days after we make the change.
Change a Managed Rate which is not favourable to you.  Change the margin between a tracker rate and the Bank of England Base Rate.  Change or introduce charges (including introducing a charge for a new service).	We'll write to you to tell you about these changes (which could include electronic communications).	At least two months before we make the change, except for:  1. changes to interest rates applied to overdrafts, where we will tell you at least 30 days before the change.  2. changes to interest rates or charges applicable to certain savings accounts, where we will tell you at least 30 days before the change. The additional conditions will tell you if this applies.

### Changes to other terms

15.3 Where we're changing any other terms, we will write to you (which could include electronic communications) to tell you at least two months before the change comes into effect, unless we have to make the change sooner to follow a legal or regulatory requirement, in which case we will tell you as soon as we can.

15.4 We can improve our services or upgrade your account as long as the new account is suitable for you and there is no increase in your monthly Fee For Maintaining The Account (if applicable).

### Why we can change interest rates, charges or these terms

15.5 We will change tracker rates in line with Bank of England Base Rate as set out above. We will not make any other changes to interest rates, charges or these terms unless one of the following reasons or condition 15.6 applies:

- the change is favourable to you;
- our costs for providing your account have gone up, or we expect them to;
- in relation to interest you pay on Unarranged or Arranged Overdrafts, where we have a good reason to think that a change in your circumstances, or the way you use your Arranged or Unarranged Overdraft, means there's a change in the risk that you won't be able to repay us;
- we are introducing a new service, feature or benefit;
- the change would make the terms easier to understand or fairer to you, or we are correcting a mistake in the printed or electronic versions of these terms;
- we will be making reasonable changes to managing your account following changes in the banking and financial system, technology or the systems used to run the banking business (by us or by banks generally);
- we withdraw or replace a service; or
- we need to make a change to reflect a change in law, regulation, or industry codes of practice (including where we have a good reason to expect a change), or a decision by a court, regulator or ombudsman.

15.6 As we cannot predict all of the reasons why we might need to change these terms while you are a customer, in addition to the reasons in condition 15.5 we can also make a change to interest rates, charges or any other terms as long as we have a reasonable justification. If we rely on this provision we will tell you when we give you two months' notice of the change.

15.7 We will tell you about changes in writing, which could include electronic communications. If you don't want to accept a change you will be able to close or switch your account without having to pay a fee for doing so, at any time before the change takes effect. If you do not tell us before the change takes effect that you want to close or switch your account, we will treat you as having accepted the change.

15.8 When we tell you about a change by post, we will write to the most recent address we hold for you (unless we have a good reason to think that this would put your account at risk of fraud or other financial crime).

### Changes to additional benefits

15.9 If your account has additional benefits with their own conditions, we will give you 30 days' notice if we are making any changes or withdrawing the benefit.

### Changes to exchange rates

15.10 We can change the reference exchange rates that we use under condition 3.2 immediately and without letting you know in advance. This reflects the way that foreign exchange markets change on a regular basis, but condition 3.2 tells you how you can find our reference exchange rates.

## 16. Closing/moving Stores

If we close or move your Store (which is the Store where your account is held) we will notify you by writing to you 12 weeks before your Store is closed or moved. If we close or move your Store we will always also tell you how we will continue to provide services to you. If we significantly change the opening hours for your Store, we will give you at least 12 weeks prior notice.

## 17. Our right of set off

17.1 If you have failed to make a payment to us when it is due, on any account you hold with us (including a credit card, loan, mortgage or overdraft), we can take the amount due from your account(s) you may hold which are in credit and apply it to the debt. This is called the right of "set-off". We will only apply credit balances from accounts in your name (which are not held for the benefit of another person for example, if the account is a trust account) to debts held with us in either your name, jointly with another person or a business account where the account is in your name. We will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

17.2 We will not set off all the funds in your account where we are required by our regulator to leave you with money for everyday essential spending.

17.3 If we think we may exercise our right to set off we will remind you how we can use the right at least 14 days before we use it. If we have exercised our right to set-off we will promptly notify you of this. If you are in financial difficulty, you should contact us to discuss your options.

## 18. Closing an Account

18.1 You may close an account (or all accounts you have with us) at any time by writing to us. You must repay any Arranged or Unarranged Overdraft before we can close your account. Sometimes you will ask us to close an account before a payment you have made (including a cheque or card payment) has been taken out of your account. If this is the case we will not be able to close the account until the payment has been made. If someone tries to pay money into a closed account we will try to send the money back to them unless you have asked us to send the money to your new account by using the Current Account Switch Service. You should cancel regular payments made to and from the account you are closing although if you are using the Current Account Switch Service we will help you to transfer your regular payments to your new account.

18.2 We will provide five years of payment transaction history, or for a shorter period if you ask us to, at the time you close your account unless you tell us you don't want to receive this. We will provide this free of charge. If you tell us you don't want to receive this when you close your account, you can request this at any time for a period of five years after the account is closed.

18.3 We can close your accounts by giving you two months' notice. If you have more than one account with us we may close any of those accounts and sometimes all of the accounts. If an account had a benefit it will end when the account closes.

18.4 In some exceptional circumstances we may close your account (or accounts) immediately, or on giving less than two months' notice. In exceptional cases we may be legally required to close your account immediately. We will only rely on this condition 18.4 if we reasonably believe:

- you have seriously or persistently broken these conditions or any of the other conditions which apply to that account;
- you have acted fraudulently;
- you knowingly use or try to use your account for illegal purposes, or let someone else do so;
- you have or may soon become bankrupt (in these circumstances, we may offer you an alternative service);
- you have given us false information;
- you may cause us to break any law; or
- you use threatening behaviour to any of our staff.

## 19. General

19.1 You must not use our accounts for holding money for anyone else unless you have agreed this with us. In addition you must not use any balance by way of security or other similar right unless we agree.

19.2 We will not be liable if we are unable to perform our obligations under these conditions due (directly or indirectly) to:

- the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- our compliance with a requirement of UK law.

19.3 We may at any time assign or otherwise transfer all or part of our rights under these conditions (which includes our right to payment of any sums due to us by you) and may disclose to anyone who wants to take over those rights such information as we hold about you so far as reasonably necessary to help with the actual or potential assignment. Your rights under these conditions (or any part of it) and your legal rights will not be affected. You may not assign or otherwise transfer your rights under these conditions unless agreed by us.

19.4 Our failure to insist on our strict rights under these conditions will not prevent us from enforcing these or any other rights.

19.5 There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.

19.6 These conditions are governed by the law of the country in which your Store is situated and subject to the non-exclusive jurisdiction of the courts of that country.

19.7 These conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding any accounts.

19.8 We'll contact you by SMS, a call or a letter if there are suspected or actual fraud or security threats relating to your account with us.

## 20. Cancellation right

If you change your mind about having the account, you have 14 days in which you can cancel it. This period begins on the date you open your account, or on the date you receive these terms and conditions, whichever is later. If you exercise this cancellation right, we will give you all of your money back with any interest due to you within 30 days of the date you cancel, less any charge which we are entitled to make for any service which we have provided. Where you have incurred any debit interest or any fees in relation to the account before you cancel, you will have to pay us within 30 days of the date you cancel all amount you owe us, together with any further debit interest which will continue to accrue in accordance with these conditions until full repayment is made.

## 21. Standards of Lending Practice

Clydesdale Bank PLC (including Yorkshire Bank which is a trading name of Clydesdale Bank PLC) adheres to the Standards of Lending Practice which are monitored and enforced by the Lending Standards Board: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

## 22. Resolving your complaint

We are committed to providing our customers with the best possible service. However, if you are not happy with any product or service you have received from us, we would like the chance to put it right. Our internal complaint handling procedures are in place to deal with your concerns when things go wrong. There is no charge for raising a complaint. You can contact your local Store or Private Manager in person, by writing or by phone. You can also get in touch with our central complaints team whose up to date details can be found on our website or in our complaints handling leaflet which is available on request in our Stores. If you are not satisfied with our response to your complaint, you can refer the matter to the Financial Ombudsman Service. You must contact them within six months from the date of our final response letter to you. Further details can be found on the Financial Ombudsman Service website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 23. Use of Personal Information

All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at: [www.cbonline.co.uk/privacy](http://www.cbonline.co.uk/privacy)  
[www.ybonline.co.uk/privacy](http://www.ybonline.co.uk/privacy)  
Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

## 24. Telephone calls and security

We may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime. Further information can be found in our Fair Processing Notice at: [www.cbonline.co.uk/privacy](http://www.cbonline.co.uk/privacy)  
[www.ybonline.co.uk/privacy](http://www.ybonline.co.uk/privacy)

# PART TWO

## Additional Account Conditions

### 25. Personal Current Accounts

#### 25.1 Current Account Plus

- (a) if you have an Offset Mortgage you may ask us to offset money in this account;
- (b) we will charge you interest on any Arranged or Unarranged Overdraft;
- (c) if we refuse any request for an Unarranged Overdraft we may charge you a Refusing A Payment Due To Lack Of Funds Fee. The amount of this fee is set out in the Tariff; and
- (d) the amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account.

#### 25.2 Current Account Direct

- (a) Current Account Direct is only available to you if you:
  - (i) pay a minimum amount (as described in your Tariff) into your account each month. This amount excludes transfers from any other account you hold with us in your name alone or in joint names with someone else; and
  - (ii) register, or are registered for our Telephone or Internet Banking Service;
- (b) you are eligible for a maximum of 2 Current Account Direct Accounts, of which only one may be a sole account;
- (c) the account is designed to be used with our Telephone or Internet Banking Service, or if you have access to it, our Mobile Banking service, unless you wish to carry out a transaction or request a service that is not available through those services, in which case you may carry out the transaction or request the service at any of our Stores;
- (d) we will charge you interest on any Arranged or Unarranged Overdraft;
- (e) if we refuse any request for an Unarranged Overdraft we may charge you a Refusing A Payment Due To Lack Of Funds Fee. The amount of this fee is set out in the Tariff; and
- (f) The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account.

#### 25.3 Current Account Control

- (a) if you have an Offset Mortgage you may ask us to offset money in this account;
- (b) as this account is designed to allow you to control your borrowing under an Unarranged Overdraft, we will usually refuse any request for an Unarranged Overdraft. There are some very limited exceptions to this. These exceptions include, but are not limited to, where:
  - (i) your card is used at a retailer where that retailer is not required to check, or does not check, whether you have enough money in your account before accepting payment or is allowed under the arrangements of the relevant payment scheme to charge a higher amount than originally authorised (for example where retailers are permitted to substitute alternative goods which may have a higher price or transactions for hotels or car hire services);
  - (ii) you make a debit card payment in a foreign currency and fluctuations in the relevant foreign exchange rate between the date of the card transaction and date the transaction is charged to your account may result in a charge which is higher than the amount which was originally authorised;
  - (iii) previously authorised transactions are passed to us for clearing outside of our normal timescales;
  - (iv) we have to take the money out of your account when a cheque you paid in is returned unpaid; and
  - (v) you do not have enough money in your account to pay your monthly Fee For Maintaining The Account, debit interest or fees for any services;
- (c) we will charge you interest on any Arranged Overdraft;
- (d) a monthly Fee For Maintaining The Account is payable; the above fees are shown in your Tariff. If the only charge you've incurred is the Fee For Maintaining The Account, the fee will be taken from your Account within five (5) working days of the twenty fifth (25) day of each month and will be shown separately on your statement. No advance notice shall be sent. However, where you've incurred any of the other above fees or debit interest, we will issue you a monthly summary at the end of each calendar month. This will detail all fees or debit interest due to be applied to your account (including the Fee For Maintaining The Account) and will give at least 14 days advance notice;
- (e) if we refuse any request for an Unarranged Overdraft, we will not charge you a Refusing A Payment Due To Lack Of Funds Fee; and
- (f) if we agree to any request for an Unarranged Overdraft, we will not charge you any Unarranged Overdraft interest.

#### 25.4 Student Account

- (a) you agree that the majority of your funding including parental contribution, earnings or student grant/loan will be paid into your account;
- (b) we will charge you interest on any Arranged or Unarranged Overdraft;
- (c) if we refuse any request for an Unarranged Overdraft, we may charge a Refusing A Payment Due To Lack Of Funds Fee. The amount of this fee is set out in the Tariff;
- (d) The amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied.

#### 25.5 Flexible Repay Account and Rapid Repay Account

- (a) if we refuse any request for an Unarranged Overdraft, we may charge you a Refusing A Payment Due To Lack Of Funds Fee. The amount of this fee is set out in the Tariff;
- (b) the amount of fees and debit interest due will be notified to you at the end of each calendar month, giving you at least 14 days' notice before they are applied to your Account; and
- (c) if we agree to any request for an Unarranged Overdraft, we will not charge you any Unarranged Overdraft Fees.

## 26. Private Current Accounts

### 26.1 Private Current Account and Current Account Tracker

- (a) if you have an Offset Mortgage you may ask us to offset money in this account;
- (b) we will charge you interest on any Arranged Overdraft or Unarranged Overdraft;
- (c) if we refuse any request for an Unarranged Overdraft we may charge you a Refusing A Payment Due To Lack Of Funds Fee;
- (d) a Fee For Maintaining The Account is payable monthly for Private Banking with us unless otherwise agreed in writing;
- (e) the above fees are shown in your Tariff. If the only charge you've incurred is the Fee For Maintaining The Account, the fee will be taken from your Account within five (5) working days of the twenty fifth (25) day of each month and will be shown separately on your statement. No advance notice shall be sent. However, where you've incurred any of the other above fees or debit interest, we will issue you a monthly summary at the end of each calendar month. This will detail all fees or debit interest due to be applied to your account (including the Fee For Maintaining The Account) and will give at least 14 days advance notice; and
- (f) if any Private Current Account or Current Account Tracker benefit is not available to you or should you choose not to apply for or take advantage of any benefit, we will still charge you the full monthly Fee For Maintaining The Account.

### 26.2 Flexible Repay Private Account and Rapid Repay Private Account

- (a) if we refuse any request for an Unarranged Overdraft we may charge you Refusing A Payment Due To Lack Of Funds Fee;
- (b) a Fee For Maintaining The Account is payable monthly for Private Banking with us unless otherwise agreed in writing; the above fees are shown in your Tariff. If the only charge you've incurred is the Fee For Maintaining The Account, the fee will be taken from your Account within five (5) working days of the twenty fifth (25) day of each month and will be shown separately on your statement. No advance notice shall be sent. However, where you've incurred any of the other above fees or debit interest, we will issue you a monthly summary at the end of each calendar month. This will detail all fees, charges or debit interest due to be applied to your account (including the Fee for Maintaining The Account) and will give at least 14 days advance notice;
- (c) if we agree to any request for an Unarranged Overdraft, we will not charge you any Unarranged Overdraft Fee; and
- (d) if any Flexible Repay Private or Rapid Repay Private Account Benefit is not available to you or should you choose not to apply for or take advantage of any benefit, we will still charge you the full monthly Fee For Maintaining The Account.

## 27. Personal Savings Accounts

### 27.1 Instant Savings Account

- (a) the minimum deposit required to open and maintain this account is £1;
- (b) we will not agree to borrowing by overdraft or otherwise;
- (c) we will not issue you with cheque books and we will not allow Standing Orders or Direct Debits;
- (d) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your Store. Withdrawals may also be made from any Store, up to a maximum of £1,000 per day, by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (e) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

### 27.2 40 Day Notice Account

- (a) the minimum deposit required to open and maintain this account is £500;
- (b) we will not agree to borrowing by overdraft or otherwise;
- (c) we will not issue you with any cards;
- (d) we will not issue you with cheque books and we will not allow Standing Orders or Direct Debits;
- (e) withdrawals from your account must be made by transfer to anyone of your other suitable accounts with the Bank or any other UK bank account. Withdrawals cannot be made using our Telephone or Internet Banking Service;
- (f) you must give us 40 days' notice to make a withdrawal from your account;
- (g) withdrawals without 40 days' notice are not permitted under any circumstances except in the event of the death of an account holder (or one of them if a joint account);
- (h) in the event of the death of a sole account holder we will accept instructions from the account holder's properly authorised representatives. In such circumstances, the authorised personal representatives can make a withdrawal without notice, of the whole amount of the capital balance and any accrued interest in the account at that time. No charge will be applied if this happens. Once such a withdrawal has been made, the account will be closed;
- (i) for joint accounts, on the death of an account holder, the surviving account holder(s) can make a withdrawal without notice of the whole amount of the capital balance and any accrued interest in the account at that time. No charge will be applied if this happens. Once such a withdrawal has been made, the account will be closed;
- (j) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year;
- (k) if and during any period when the balance of your account falls below £500, we may at our discretion either pay a rate of interest below the prevailing rate for the account or not pay any interest on the account; and
- (l) if you wish to close your account, you must provide us with 40 days' notice.

### 27.3 Savings Account Plus

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the Account. For the purposes of this Account, the linked Account must be a Current Account Plus account, Current Account Direct account or a Current Account Control account;
- (b) the following are conditions of us maintaining the account with you:
  - (i) the linked Account remains open and operational; and
  - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business;

If we consider that you are in breach of this condition we may close your account and we will give you at least two months' notice before doing so. As an alternative, and after giving you at least two months' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account you may ask us to offset money in this account;
- (d) we will not agree to borrowing by overdraft or otherwise;

- (e) we will not issue you with any cards;
- (f) we will not issue you with cheque books; and we will not allow Standing Orders or Direct Debits;
- (g) deposits to the account must be made by transfer from the linked Account. You can do this using our Telephone or Internet Banking Service or over the counter in a Store. Cash or other deposits are not allowed directly into the account;
- (h) you may only withdraw funds from your account by transferring them to your linked Account using our Telephone or Internet Banking Service or over the counter in a Store. No other withdrawals are allowed from your account; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

### 27.4 Signature Savings Account

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the Account and have entered into an agreement to use our Telephone or Internet Banking Service. For the purposes of this account, the linked Account must be a Signature Current Account;
- (b) the following are conditions of us maintaining the account with you:
  - (i) the linked Account remains open and operational; and
  - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business.

If we consider that you are in breach of this condition we may close your account and we will give you at least two months' notice before doing so. As an alternative, and after giving you at least two months' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account, you may ask us to offset money in this account;
- (d) we will not agree to borrowing by overdraft or otherwise;
- (e) we will not issue you with any cards;
- (f) we will not issue you with cheque books and we will not allow Standing Orders or Direct Debits;
- (g) deposits to the account must be made by transfer from the linked Account using our Telephone or Internet Banking Service. Cash or other deposits are not allowed directly into the account;
- (h) you may only withdraw funds from your account by transferring them to your linked Account using our Telephone or Internet Banking Service. No other withdrawals are allowed from your account; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

### 27.5 Savings Account Plus - Offset

- (a) the minimum deposit required to open and maintain this account is £1;
- (b) if you have an Offset Mortgage you may ask us to offset money in this account;
- (c) we will not issue you with a cheque book;
- (d) we will not allow Standing Orders or Direct Debits;
- (e) we will not agree to borrowing by overdraft or otherwise;
- (f) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your Store. Withdrawals may also be made from any Store, up to a maximum of £1,000 per day by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (g) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

## 28. Private Savings Accounts

### 28.1 Private Savings Account

- (a) you may only open this account with us if you already have a linked Account in the same name(s) with us at the same time as you open the account; For the purposes of this account, the linked Account must be a Private Current Account or a Current Account Tracker;
- (b) the following are conditions of us maintaining the account with you:
  - (i) the linked Account remains open and operational; and
  - (ii) the linked Account remains active with regular credits and debits being made to and from it and you use the linked Account for your usual day to day banking business.

If we consider that you are in breach of this condition we may close your account and we will give you at least two months' notice before doing so. As an alternative, and after giving you at least two months' notice, we may change your account to another suitable account;

- (c) if you have an Offset Mortgage and a linked Account you may ask us to offset money in this account;
- (d) there is no minimum deposit required to open and maintain this account;
- (e) we will not issue you with a cheque book;
- (f) we will not allow Standing Orders or Direct Debits;
- (g) we will not agree to borrowing by overdraft or otherwise;
- (h) withdrawals from your account can be made at an ATM, or up to the balance in your account by presenting your card at your Store. Withdrawals may also be made from any Store, up to a maximum of £1,000 per day by presenting your card together with proof of identity showing your signature, such as a full driving licence; and
- (i) interest on credit balances will be credited to your account on the last Business Day in March, June, September and December each year.

## PART THREE

### Offsetting

#### 29. Offsetting

This section should be read in conjunction with your mortgage offer and your Home Loan General Offer Conditions, which form part of your mortgage loan agreement.

##### Terms used in this section

29.1 In this section, to make it easier to understand we use the following terms:

**"Group"** means Clydesdale Bank PLC, each subsidiary or holding company of Clydesdale Bank PLC from time to time, and each subsidiary from time to time of any such holding company.

**"Offset Accounts"** means any current account and/or savings account which we, YBHL or (where applicable) another company in our Group as your mortgage lender have stated or agreed for the time being is eligible to be included in the Offsetting Arrangement.

**"Offset Mortgage"** means an offset mortgage account opened and maintained by you with us, YBHL or (where applicable) another company in our Group as your mortgage lender and which you have agreed with us, YBHL or that company is for the time being included in the Offsetting Arrangement. **"Offset Portfolio"** means the account(s) which we have agreed at your request to group together for the purpose of the Offsetting Arrangement. The Offset Portfolio may consist of the following:

- (1) up to six Offset Mortgages, as long as the borrowers in each are exactly the same people; and
- (2) either:
  - (a) up to six Offset Accounts, which can be any mixture of eligible savings and current accounts as long as they were all opened after 1 December 2014;  
or
  - (b) up to twelve Offset Accounts where any of those accounts were opened before 1 December 2014. Of these twelve Offset Accounts, up to six can be eligible savings accounts and up to six can be eligible current accounts.

**"Offsetting Arrangement"** means the arrangement whereby the debit balance on an Offset Mortgage account (or accounts) is offset by the credit balance on an Offset Account (or Offset Accounts) for the purpose of calculating debit interest payable on the Offset Mortgage account(s), and credit interest receivable on the Offset Account(s).

**"YBHL"** means Yorkshire Bank Home Loans Limited.

##### Eligible customers and accounts

- 29.2 Offsetting Arrangements are only available to personal customers who have an Offset Mortgage and who hold at least one eligible Offset Account.
- 29.3 We will tell you which current and savings accounts from time to time are eligible to be included in the Offsetting Arrangement. We may tell you this in the terms and conditions for those accounts, in your mortgage offer, in our mortgage terms and conditions, or by writing to you.
- 29.4 Unless we agree otherwise, you cannot include an Offset Mortgage in an Offsetting Arrangement while you are paying a concessionary rate on that Offset Mortgage. Once this rate expires, the Offset Mortgage can be included in an Offsetting Arrangement.
- 29.5 Unless we agree otherwise, you cannot include accounts which are held by someone other than the borrower(s) under the Offset Mortgage(s) (including joint accounts held by you and someone who is not a borrower under the Offset Mortgage). If at any time this condition is not met, the account will be excluded from the Offsetting Arrangement and we may close or change the account by giving you two months' notice.

##### Interest on your Offset Mortgage

- 29.6 This condition takes priority over any different terms relating to credit interest on an Offset Account at any time during which the Offsetting Arrangement is in place.
- 29.7 At the end of each day we will calculate the cleared credit balance of each Offset Account and offset the total balance against the amount due under your Offset Mortgage(s) as at the end of that day, subject to condition 29.10 below. You will then be charged interest on the balance of your Offset Mortgage account(s).

29.8 No interest is paid by us on the amount of any Offset Account which is being used to offset the capital of your Offset Mortgage(s). However, if the balance of your Offset Account(s) is higher than the capital of your Offset Mortgage(s), and subject to condition 29.10 below, we will pay credit interest on the remaining credit balance on the Offset Account(s), after applying the Offsetting Arrangement. Credit interest will be calculated at the interest rate(s) payable under the terms of the relevant Offset Account(s). Where there is more than one Offset Account, we will apportion the credit interest between the Offset Accounts in the following order:

- (a) according to the interest rate applied to each account, starting with the account with the highest interest rate and ending with the account with the lowest rate;
- (b) according to the account opening dates, starting with the latest and ending with the earliest; and
- (c) according to the account number, starting with the highest and ending with the lowest.

29.9 When you have more than one Offset Mortgage and the Offset Mortgages are on different rates, we will arrange to apply the Offsetting Arrangement in the way most beneficial to you. This will generally mean that we will apply the offset to the Offset Mortgage bearing the higher rate of interest first.

29.10 In order to calculate how much interest is due under the Offsetting Arrangement, we only take into consideration amounts in whole pounds on any Offset Account. Where an Offset Account includes a pence amount, this will be disregarded before the whole pounds balance of the Offset Accounts are aggregated.

29.11 Where the balance of the Offset Mortgage(s) is not made up of exactly whole pounds (i.e. if your loan balance includes any amounts expressed in pence) we will always charge interest on the amount expressed in pence and you will not receive any benefit of offset against the amount expressed in pence. This will apply even if your Offset Account(s) contain the same or greater funds than the balance of the Offset Mortgage(s). In practice this means that we charge interest on up to the last £0.99 of the balance of the Offset Mortgage(s).

##### Information about the Offsetting Arrangement

29.12 We will send you a summary statement each month to give you an overview of your Offset Account(s) and the Offset Mortgage(s) within any Offset Portfolio.

##### Withdrawing from the Offsetting Arrangement

29.13 You or any joint borrower or account holder can tell us to withdraw the Offsetting Arrangement, or to withdraw any Offset Account or Offset Mortgage from the Offsetting Arrangement, at any time by giving us at least seven days' written notice.

##### Notices from us

29.14 Any notice given by us, by YBHL or by another company in our Group as your mortgage lender in relation to an Offset Account, an Offset Mortgage or the Offsetting Arrangement generally should be treated as also being given on behalf of every other company involved in the Offsetting Arrangement.

##### Sharing information about the Offsetting Arrangement with other Group companies

29.15 If you have an Offset Mortgage, you agree that we can share information about your Offset Mortgage(s) and Offset Account(s) with every company in our Group.

**This leaflet is available in large print, Braille and audio.  
Please speak to a member of staff for details.**

[cbonline.co.uk](http://cbonline.co.uk) | [ybonline.co.uk](http://ybonline.co.uk) | [virginmoney.com](http://virginmoney.com)

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