

# Regular Home Saver Account

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Regular Home Saver Account

## SECTION 1

### 1. Definitions

In these Conditions:

**"Account"** means the Regular Home Saver Account referred to in Section 3 of these Terms and Conditions maintained by the Account Holder with us;

**"Account Holder", "you", "your", "yours"** means the person(s) in whose name(s) the Account is maintained and, if there is more than one such person, includes any, each and all of you;

**"Agreement"** means the agreement between us and you relating to the maintenance of the Account. It comprises these Conditions and any application form you completed when you applied for the Account. These Conditions may be altered from time to time – see Condition 2.8;

**"Available Funds"** means funds paid into your Account that are available to be drawn on;

**"Bank", "we", "us", "our"** means Clydesdale Bank PLC (which trades as Virgin Money, Clydesdale Bank and Yorkshire Bank);

**"Business Day"** means any full day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business. We may be able to process some payments on a non-Business Day. Please ask us if you would like further details;

**"Clydesdale Bank"** means Clydesdale Bank PLC trading as Clydesdale Bank;

**"Cut-Off Time"** means for payment instructions received, the time towards the end of the Business Day, by which we must receive payment instructions if they are to be processed that day. You can ask us for the Cut-Off Times which apply to your payments and they are set out in your Tariff;

**"Linked Account"** means an account which is linked to another account as expressly stated in the relevant Product Specific Conditions (see Section 3);

**"Loan To Value"** means the ratio of the amount you wish to borrow against the Property Value;

**"Payment Item"** means any cash withdrawal or other payment instruction relating where applicable to your Account;

**"Property Value"** is defined as the lower of the purchase price or mortgage valuation;

**"Tariff"** means the applicable Virgin Money Current or Savings Account tariff, for personal or private customers in force from time to time. Copies of the up-to-date Tariff are available in all our Stores and from your relationship manager;

**"Total Advances"** (if applicable to the Account) means the total of the amounts owed on or in respect of the Offset Mortgage(s) within the same Offset Portfolio;

**"Virgin Money"** means Clydesdale Bank PLC trading as Virgin Money;

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

**"Yorkshire Bank"** means Clydesdale Bank PLC trading as Yorkshire Bank; and

**"Your Store"** means the Store at which your Account is held.

## SECTION 2

### 2. Universal Conditions

#### 2.1 Operation of the Account

2.1.1 The Account is available only to personal customers who meet the reasonable requirements set down by us from time to time.

2.1.2 These Conditions govern the banking relationship between you and the Bank in relation to the Account. These Conditions set out how you can pay money into your Account and how you can make withdrawals, your and our rights and obligations which apply to the Account and any particular terms which apply to each type of Account.

2.1.3 You may close your Account at any time by giving written notice to us. The closure will take effect on the last to occur (as relevant) of the following:

2.1.3.1 when all outstanding transactions are completed; and

2.1.3.2 when all sums owing to us on your Account are repaid.

2.1.4 We may refuse without reason to open an Account. We may close your Account (or Accounts) and end any service under it:

2.1.4.1 after giving you two months' written notice. If we close your account, we'll try to send the money in your account to you together with any interest; or

2.1.4.2 immediately, if you seriously or persistently break these Conditions, act fraudulently or become bankrupt.

2.1.4.3 it's important to keep using your account. If you don't, we can also close your account in any of the following situations.

(i) Immediately and without having to give you any additional notice, if your balance is £0 for at least 12 months.

(ii) With two months' notice if your balance is £10 or less for at least 24 months. We'll donate any unclaimed money in your account to a charity of our choice but we'll always give it back to you if you ask.

(iii) With two months' notice if you haven't paid money in or taken money out or we haven't heard from you about your account for at least 15 years. We'll move your money to the Reclaim Fund Limited but you'll still be able to get your money back if you ask us.

2.1.5 If either you or we close your Account we will repay to you any regular charges where you have paid them in advance on a pro rata basis according to the period which has elapsed since we last made the charge.

2.1.6 We may take up references or take other action in order to verify the identity of an Account Holder or an applicant for an Account. You must provide us with the information about you that we may require from you for these purposes.

2.1.7 If you change your name, address or telephone number you must immediately inform the Bank in writing. All correspondence will be sent to the last mailing address you gave the Bank.

2.1.8 Statements of your Account will be provided in accordance with the manner and the frequency we agree with you and will show all payments to and from your Account. If you require further information about your Account or any payments on the Account please contact your Store or your relationship manager. Statements can also be issued on request subject to payment of any (reasonable) charge which may be in force at the time. Details of these charges are set out in the Tariff. You must check your statements carefully. You must tell us as soon as reasonably practicable if you notice any payment on your Account which is unauthorised or which appears to have been processed incorrectly.

## 2.2 Interest

- 2.2.1 Interest rates applicable to the Account are published in the Tariff. Copies of the up-to-date Tariff are available in Stores and from your relationship manager and up-to-date interest rates are available via our helpline and website.
- 2.2.2 The rate of interest payable on the Account may be varied by the Bank in accordance with Condition 2.8.

### Credit interest

- 2.2.3 Tiered interest rates may apply to the Account. The appropriate rate of interest shall apply automatically and will be established by reference to the balance on your Account at the relevant time. Refer to the Product Specific Conditions Section 3 for details particular to your Account.
- 2.2.4 Interest will be credited to the Account gross. Gross interest is the interest payable without taking account of any tax payable. From 6 April 2016 we will 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).

## 2.3 Bank Charges

- 2.3.1 There are no charges applicable to this Account.

## 2.4 Joint Accounts

- 2.4.1 If there is more than one party to the Account this Condition 2.4 applies.
- 2.4.2 Withdrawals may be made in accordance with the most recent authority which you have given us at the relevant time.
- 2.4.3 Unless any authority given by you to us states otherwise, you acknowledge that any one of you can close the Account or withdraw the entire balance on the Account. If you decide you do not want to continue to operate your Account with each Account Holder acting separately you should contact us and we will impose the requirement that all parties must act together. Statements will be sent to you at the mailing address you gave us. If there is more than one Account Holder, you can ask for further statements to be sent to the other Account Holder(s) at the other address(es) you give us. If we believe that a dispute has arisen between you we will impose the requirement that all Account Holders must act together and confirm this to you. This will mean that all joint Account Holders will have to authorise all instructions on the Account (including closure of the Account).
- 2.4.4 If the Account is in the names of more than one person you are all jointly and severally liable with each other for any sums owing to the Bank on the Account. This means that all of you are liable together and each of you is also liable individually for all of these sums. Please see Condition 2.7 regarding the Bank's right to set off sums owing to the Bank against any balances you hold in joint accounts.
- 2.4.5 In the case of an overdrawn Account, on the death of an Account Holder the surviving Account Holder(s) and the estate of the deceased Account Holder will be jointly and severally responsible for the debt.
- 2.4.6 On the death of an Account Holder, unless all Account Holders have previously instructed us otherwise, we will accept instructions from the surviving Account Holder(s) and any credit balance will pass to the survivor(s).

## 2.5 Credits to your Account

- 2.5.1 How you pay money into your Account is important as it determines how long it'll take until the money is available for you to use and how any interest is calculated on it.
- 2.5.2 We will accept for credit to your Account cash or cheques drawn on a UK bank and other appropriate items (for example, Bacs, CHAPS and Faster Payments) payable to you. We may refuse to accept any items which are not payable to you or which come from countries with a high risk of fraud or financial crime. If you ask us to accept cheques or other items drawn on a non-UK bank we may agree this, but we will explain to you at the time the process which will apply, how long the funds will take to reach your Account and the charges you will be required to pay.
- 2.5.3 Cash (that is, sterling only) paid into your Account at any Virgin Money Store will be credited to your Account immediately on receipt by the Bank. Cash will be available to be drawn on immediately and start earning interest from that day. Cash paid into your Account at any other bank will be credited to your Account on the Business Day of receipt by us and may take time to reach us as described in Condition 2.5.5. Cash should be paid in separately from cheques. There are limits to how much cash you can pay into your Account. See your Tariff for details.
- 2.5.4 In relation to cheques paid into your Account, there will be two clearing cycles running in parallel until the end of 2018 – "2-4-6" cycle and the Image-based Clearing System (ICS) cycle. ICS will clear both cheques

and Bank Giro Credits and will replace the "2-4-6" cycle. For details on what clearing cycle is applicable to you please refer to our website or contact your Store. More information on both schemes can be found at [www.chequeandcredit.co.uk](http://www.chequeandcredit.co.uk)

The tables tell 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.

### "2-4-6" cycle:

Day 0	Day 2	Day 4	Day 6
Cheque deposited	Interest payable	Funds can be withdrawn	Funds certain
Mon	Wed	Fri	Tues
Tues	Thurs	Mon	Wed
Wed	Fri	Tues	Thurs
Thurs	Mon	Wed	Fri
Fri	Tues	Thurs	Mon

### "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

These tables show you that:

	2-4-6	ICS
(a)	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.	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.
(b)	Such funds normally take three Business Days to clear for withdrawal and will not therefore be available for you to use until the fourth Business Day after the Business Day on which the cheque is paid in.	Such funds will be available for you to use by the end of the next Business day after the cheque is paid in.
(c)	When calculating interest, these funds will be counted in your balance two Business Days after the Business Day on which the cheque is paid in. Where the cheque is drawn on and paid into the same bank, 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. This can take place up to six Business Days after the cheque is paid in. You can be certain from the end of the sixth Business Day that we will not debit these funds without your permission (unless you are a knowing party to fraud).	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.
(d)	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.	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.

- 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.
- 2.5.5 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 for those processed through ICS or two Business Days after the Business Day you deposit the Bank Giro Credit slip at the other bank for all others. During this time any cheques that you have deposited in the same transaction will be processed in the timescales in the tables above.
- 2.5.6 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 to be drawn on and the Account from which the funds have been paid will show them as no longer being available.
- 2.5.7 If we are informed 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 version 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 act reasonably at all times and try to minimise any inconvenience to you.
- 2.5.8 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).
- 2.6 Payments from your Account**
- 2.6.1 You can give us instructions in the following ways:  
 (a) in writing (this includes letters); and  
 (b) in person in a Store.  
 Payments will be made from your Account provided you instruct us to make them in the manner set out above or in a way otherwise agreed between you and us and there are sufficient Available Funds.  
 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 you must tell us the account number and the sort-code for the account (where the account is in the UK) and any other information we may ask you for so that we can make the payment. Although we may ask for the account name, this will not form part of the payment instruction. You must ensure that the account number and sort-code are correct.
- 2.6.2 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 set out in the payment instruction. We will debit the payment from your Account when the payment is made. If the payment is 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. Please see Condition 2.5.6 for details of how payments may be processed on non-Business Days.
- 2.6.3 If you ask us to make a payment in sterling to a person with an account at a bank in the UK we will use the Faster Payment Service. Most payments sent using the Faster Payments Service will be sent on the same Business Day that you give us the instruction or where you have asked us to make a payment out on a future date, that Business Day. However, in certain circumstances the payment may not be made until the next Business Day, for example, if we want to check certain details about the payment instruction with you. We can only use the Faster Payment Service if the account you are sending the payment to 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. We can refuse to make a payment under Condition 2.6.6.
- 2.6.4 If you use a Bank Giro Credit slip to make a payment to someone else in one of our Stores, 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 for those processed through ICS or two Business Days after the Business Day you deposit the Bank Giro Credit slip with us for all others, if we can process the payment before the Cut-Off Time.
- 2.6.5 If you want to make an international payment, which will include a payment to a bank in another country or a payment in a currency other than sterling, 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.
- 2.6.6 We may refuse to make a payment from your Account where you have given us a payment instruction if:  
 2.6.6.1 you do not have sufficient Available Funds;  
 2.6.6.2 you have not provided us with the correct details for making the payment;  
 2.6.6.3 we reasonably believe that your Account or any service we provide you is being used illegally or fraudulently by you or anyone else;  
 2.6.6.4 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;  
 2.6.6.5 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);  
 2.6.6.6 the payment would result in a drawing on an overdraft facility (used or unused), and we reasonably believe that there is a significantly increased risk that you will not be able to repay the overdraft;  
 2.6.6.7 your payment is to a country with a high risk of fraud or financial crime;  
 2.6.6.8 we've asked you for information about you or your Account and you haven't provided it; or  
 2.6.6.9 it involves trading in Cryptocurrency.  
 Unless the law prevents it, we will tell you that we have refused to make the payment as soon as possible (and in any case not later than the time the payment should have arrived with the bank of the person receiving the payment). You can contact us if you would like more information about why the payment was refused.
- 2.6.7 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 you've paid or pay to you any interest you've missed out on. We will not provide a refund if:  
 (a) your payment instruction was incorrect; or  
 (b) we can show that the payment was actually received by the other bank (in which case they are liable).
- 2.6.8 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 any interest to you so that it is as if you received the payment when you should have done.
- 2.6.9 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).
- 2.6.10 We will, if you ask us to, immediately and without charge make efforts to trace an incorrectly executed payment and we will notify you of the outcome.
- 2.6.11 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.
- 2.6.12 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 you have paid, and paying any credit interest in the normal way. You won't have any further claim against us.

- 2.6.13 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.
- 2.6.14 Unless we believe you have acted fraudulently, we will always refund you in full for all unauthorised payments arising from the use of lost or stolen security details:
- (a) arising after you have told us in the agreed manner that your security details have been lost or stolen or of the unauthorised use of your security details;
  - (b) if we failed to give you contact details to allow you to report the loss, theft or unauthorised use of your security details; or
  - (c) where your 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).
- 2.6.15 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.
- 2.6.16 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 you security details if:
- (a) you gave someone else permission to use your security details; or
  - (b) you deliberately or with gross negligence failed to (i) use your security details in accordance with these Conditions, (ii) notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your security details, or (iii) take all reasonable steps to keep safe your security details.

## 2.7 Our Right of Set-Off

- 2.7.1 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 any other Clydesdale Bank, Yorkshire Bank or Virgin Money accounts 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) 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.
- 2.7.2 We will not set-off all the funds in your account where we are required by our regulators to leave you with money for everyday essential spending.
- 2.7.3 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.

## 2.8 Making changes to this Agreement

- 2.8.1 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

- 2.8.2 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:
- a) tracker rates, which follow the Bank of England Base Rate; and
  - b) 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.	No later than three 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 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

- 2.8.3 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.
- 2.8.4 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 maintenance fee (if applicable).

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

- 2.8.5 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 2.8.6 applies:
- (a) the change is favourable to you;
  - (b) our costs for providing your Account have gone up, or we expect them to;
  - (c) we are introducing a new service, feature or benefit;
  - (d) 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;
  - (e) we will be making reasonable changes 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);
  - (f) we withdraw or replace a service; or
  - (g) 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.
- 2.8.6 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 2.8.5 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.
- 2.8.7 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.
- 2.8.8 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

- 2.8.9 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

- 2.8.10 We can change the reference exchange rates that we use under Condition 2.5.3 immediately and without letting you know in advance. This reflects the way that foreign exchange markets change on a regular basis, but Condition 2.5.3 tells you how you can find our reference exchange rates.

### Copy of the Conditions/Summary of changes

- 2.8.11 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes and tell you where you can find a copy of the full terms and conditions.

### Closing/Moving Stores

- 2.8.12 If we close or move your Store 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.

## 2.9 General

- 2.9.1 By agreeing to these Conditions you are confirming to us that the money in your Account is, and whilst in your Account will remain, yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so. Assignment of the balance by way of security or otherwise is not allowed unless agreed by us.
- 2.9.2 We will not be liable if we are unable to perform our obligations under the Agreement due (directly or indirectly) to:

- (a) 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
  - (b) our compliance with a requirement of UK law.
- 2.9.3 The Bank may at any time assign all or part of the Bank's rights under these Conditions (which includes our right to payment of any sums due to us by you) and may disclose to any actual or potential assignees such information regarding you and your affairs as the Bank, so far as reasonably necessary to facilitate 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 your rights under these Conditions unless agreed by us.
- 2.9.4 If we are asked to provide a bankers' reference about your ability to undertake transactions and commitments we will give a reply in general terms to the enquirer provided we receive your express written consent.
- 2.9.5 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.
- 2.9.6 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.
- 2.9.7 These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.
- 2.9.8 Our failure to insist on our strict rights under these Conditions will not prevent us from enforcing these or any other rights.
- 2.9.9 We'll contact you by SMS, phone or letter if there are suspected or actual fraud or security threats relating to your Account.
- 2.9.10 We'll write to you at least once a year with details about our range of savings accounts.

#### 2.10 Cancellation Right

You can cancel the Agreement by using the contact details which were provided to you when you opened your Account, within 14 days of conclusion of the Agreement, which is the date upon which your Account is opened. Your right to cancel will lapse on the expiry of this period. 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 overdraft and/or any debit interest and/or any charges in relation to the Account before you cancel the Agreement, you will have to pay us within 30 days of the date you cancel all such outstanding amounts incurred, together with any further debit interest which will continue to accrue in accordance with these Conditions relating to the Account until full repayment is made. The debit interest rate and charges are set out in the Tariff.

#### 2.11 Good Banking

We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact your Store or relationship manager.

#### 2.12 Resolving Your Complaint

##### If you're not happy, we're not happy

We'd love to think we always get it right. But we're only human and sometimes we slip up. If we do, let us know and we'll try to fix it, without any charge to you for raising your complaint directly with us. You can ask us for more information about how we handle complaints through any of our channels.

You may not be satisfied with our complaint decision/resolution letter, or we may not have provided it within timescales required by the Financial Conduct Authority. If so, you may be able to ask the Financial Ombudsman Service (FOS) to look at your complaint. You need to do this before six months from the date of our complaint decision/resolution letter.

FOS is a free, independent organisation which can help to settle disputes between customers and financial services firms. More details can be found on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### 2.13 Telephone Calls and Security

We draw to your attention that 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 [virginmoney.com/privacy](http://virginmoney.com/privacy)

#### 2.14 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 [virginmoney.com/privacy](http://virginmoney.com/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.

### SECTION 3

#### Product Specific Conditions

##### 3.1 Regular Home Saver Account

###### On this Account:

- 3.1.1 The Account is only available to customers wishing to save a deposit towards their first mortgage.
- 3.1.2 The minimum deposit required to open this Account is £200. There is no maximum deposit amount.
- 3.1.3 The minimum amount required to maintain this Account is £200.
- 3.1.4 Subject to Condition 3.1.15, you are required to make at least one deposit each month of a minimum of £200. There is no maximum monthly deposit amount.
- 3.1.5 We will not agree to borrowing by overdraft or otherwise.
- 3.1.6 We will not issue you with any Cards.
- 3.1.7 We will not issue you with cheque books and we will not allow standing orders or Direct Debits.
- 3.1.8 Withdrawals from your Account must be made by transfer to any one of your other suitable accounts with the Bank or any other UK bank account, you should speak to your Store for further information. Withdrawals cannot be made using our Telephone/Internet Banking Service.
- 3.1.9 You must give us 40 days' notice to make a withdrawal from your Account.
- 3.1.10 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), or if the amount being withdrawn is to be used as all or part of a deposit against an approved Clydesdale Bank or Yorkshire Bank first time buyer mortgage.
- 3.1.11 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.
- 3.1.12 Interest on credit balances will be calculated on a daily basis at the prevailing rate applicable to your Account (as described in the Tariff) and credited to your Account on the last Business Day of each calendar quarter;
- 3.1.13 Where funds are withdrawn from the Account and are used as all or part of a deposit against an approved Clydesdale Bank or Yorkshire Bank mortgage or against an approved mortgage with another financial institution, the Account must be closed or any funds in the Account transferred to a more appropriate product when funds advanced under such mortgage have been drawn down.
- 3.1.14 For joint accounts, on the death of an Account Holder, Condition 2.4.6 will apply and 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.
- 3.1.15 You may take one payment holiday during any rolling 12 month period. This means you will not have to make a minimum deposit of £200 for the month in which you are taking the payment holiday. The rolling 12 month period begins on the date the account is opened.
- 3.1.16 If your mortgage application is approved you will qualify for a cash back benefit which will be available in connection with your Clydesdale Bank or Yorkshire Bank first time buyer mortgage if you save the deposit with a Regular Home Saver Account and providing the following criteria have been met on your Account:
  - (a) a minimum amount of £200 has been deposited per month for a 12 month period, or as referred to in Condition 3.1.15, a 13 month period if you have chosen to take a payment holiday during a rolling 12 month period; and

- (b) you have saved a minimum deposit of 5% of the Property Value being purchased with a Clydesdale Bank or Yorkshire Bank first time buyer mortgage.
- 3.117 Eligibility for the cash back depends on the amount you save, as follows:
- (a) if you save a deposit in this account of at least 5% of the Property Value being purchased, you will qualify for £500 cash back if your application for a Clydesdale Bank or Yorkshire Bank 95% Loan To Value (LTV) mortgage is approved; or
  - (b) if you save a deposit in this account of at least 10% of the Property Value being purchased, you will qualify for £1,000 cash back if your application for a Clydesdale Bank or Yorkshire Bank 90% Loan To Value (LTV) mortgage is approved.
- 3.118 The future availability of 90% and 95% LTV mortgages from Clydesdale Bank or Yorkshire Bank cannot be guaranteed. If our maximum LTV is lower, for example 80%, you will require a deposit of 20% but you will still qualify for £1,000 cash back.
- 3.119 Save for where Condition 3.113 applies if you wish to close your Account, in addition to the provisions of Condition 2.1.4, you must provide us with 40 days' notice.

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



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

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