

SAVINGS ACCOUNT

CONDITIONS

For use from 16 September 2018

WELCOME TO BIRMINGHAM MIDSHIRES

This booklet contains:

- information about how to contact us and how we will contact you;
- an explanation of what makes up our agreement with you for your savings account and related services;
- our General Savings conditions, divided into sections.

To help you find what you need, we list the main points of each section under 'What's in this booklet?'

Please:

- read this booklet carefully and keep it for future reference;
- ask us if you have any questions, using the contact details we provide;
- note that the examples in this document (shown by ⓘ) help to explain our terms but don't form part of the conditions.

For information about your statutory rights, please contact your local Trading Standards Department or Citizen's Advice Bureau.

You can check our interest rates online at [birminghammidshires.co.uk](https://www.birminghammidshires.co.uk) or by calling us on **0345 602 2828**. Our charges are set out in the Important Information section of this booklet and in the conditions for your account.

How to contact us

To tell us:	Call:
<ul style="list-style-type: none">About a change in contact details	<p>0345 602 2828 (Please check birminghammidshires.co.uk/about/contact for operating hours.)</p> <p>If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service.</p> <p>Write to us at: Birmingham Midshires Corporate Centre Pendeford Business Park Wobaston Road Wolverhampton WV9 5HA</p> <p>See Section M condition 26</p>
<ul style="list-style-type: none">You didn't authorise a payment	
<ul style="list-style-type: none">You think we've not made a payment correctly	
<ul style="list-style-type: none">You think someone knows your security details	
<ul style="list-style-type: none">About anything else	
<ul style="list-style-type: none">To make a complaint	

If you have an internet account and register for our online service, you can use it to view information about your account and make payments to and from your account online.

We strongly recommend you do not use email to give us confidential information or instructions.

Our automated telephone banking service is available to customers with a telephone account and allows you to check your balance, make deposits and withdrawals and check your interest rate. This service is available 24 hours a day and seven days a week, please call **0345 609 1970**.

Occasionally, repairs and maintenance may mean a service isn't available for a short time.

Any instructions you give us are not effective until we actually receive them.

How we can contact you

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat. You must have a current, working email address to open and operate an internet account.

We never ask for details about your account, security details or any confidential information by email. So please do not reply to an email asking for this information.

Meaning of words we've used

Electronic or electronically

Any form of message made by any type of telecommunication, digital or IT device – including the internet, email and SMS.

You must tell us if your name or contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

Recording calls

We may listen in to or record phone calls to:

- check we have carried out your instructions correctly and are meeting our regulatory requirements;
- help detect or prevent fraud or other crimes; and
- improve our service.

What's in this booklet?

Here is a list of the sections in this document, to help you find what's important to you more easily.

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Section A – Our agreement with you

Our agreement with you is made up of three kinds of conditions:

- The 'general savings conditions' in this booklet. They are the main terms for your savings account and for our overall relationship with you.
- The 'account conditions' given to you when you apply for an account. They are terms that apply only to your chosen savings account.
- The 'additional conditions', which are the details of interest rates, charges and other terms that apply to a specific account or service that are not set out in the general conditions or special conditions. We give these to you when speaking to you or in documents such as our application forms, letters, emails or leaflets, or on our website.

i Additional conditions include things like when we will pay interest and how to qualify for a particular account or interest rate.

If an additional condition or account condition conflicts with a general condition, the additional or account condition applies.

Our accounts are for personal customers resident in the UK. You must not open or use one for the purpose of a business, club, charity or other organisation without our agreement.

You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect

any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account.

If you have an account and you move abroad, we may allow you to keep your account. Most of our accounts must not be used to hold money for someone else (including as a trustee or personal representative for someone else).

You must be 16 or older to open an account with us. We no longer allow adults to open accounts on behalf of children.

Meaning of words we've used

Account	Any account you hold with us that is covered by this agreement.
Lloyds Banking Group	This includes us and a number of other companies using the Birmingham Midsheires, Halifax, Bank of Scotland and Lloyds Bank brands and their associated companies. You can find more information on the Lloyds Banking Group at lloydsbankinggroup.com
We, us, our	Bank of Scotland plc. Birmingham Midsheires is a division of Bank of Scotland.

We explain the meaning of some other words at the start of each section of this booklet.

Section B – Checks, account security and keeping you informed

We need to make sure that only you can access your accounts. This section explains what you and we both need to do to protect your information and accounts. It also covers the information we will give you about your account.

Meaning of words we've used

Security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code or (PIN)).
Access token	This is a code that we will send you by email when you apply for an internet account. You will need to enter your access token to use our online service for the first time.
Device	Anything such as a smartphone or another device that you can use in combination with your security details to access your account or give instructions.

1. How do we know we are dealing with you?

1.1 We will assume we are dealing with you and will provide information about your accounts and services and act on instructions (without further confirmation) if we have checked your identity, for example in one of the

following ways or in any other way we may introduce:

Method of instructing us	Check
In writing	Your signature
Telephone or online service	Use of your security details

2. How do you and we keep your account secure?

- 2.1 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 2.2 You must:
- follow instructions we give you, which we reasonably consider are needed to protect your accounts from unauthorised access;
 - not let anyone (even someone sharing a joint account with you) use your security details;
 - not let anyone give instructions or access information on your accounts unless they have a separate arrangement with us or you have authorised them to operate your account for you;
 - not email us confidential information or instructions (they must only be given through our online service);
 - do all you reasonably can to prevent anyone else finding out your security details.

❗ You should:

- carry out regular virus checks on devices you use to access online services.

❗ You should not:

- tell anyone your security details;
- change or copy any software we provide, or give it to anyone else;
- choose obvious passwords or codes (such as your date of birth) as part of your security details;
- write your security details on, or keep them with, your device or any documents for your savings account;
- write down your security details in a recognisable way; or
- let anyone listen to your calls with us, or watch you entering or using your security details.

- 2.3 You must tell us as soon as possible (see **'How to contact us'**) if you:
- (a) think any security details or access token has been lost, stolen, damaged or are being misused; or
 - (b) think someone can access your accounts without your authority or has discovered your security details;
 - (c) have lost a counter cheque or passbook or believe it has been stolen.
- 2.4 If we, the police or other authorities are investigating any misuse or alleged unauthorised use of your accounts, you

must provide any information and help that we or they ask for if the request is reasonable. We, the police or other authorities would never ask you for your security details. We may pass related information to other banks or companies involved in payment processing, or to the police or other authorities, in the UK or (if appropriate) abroad.

- 2.5 You are responsible for checking statements, passbook entries, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

3. How will you get statements and other information?

- 3.1 We will normally provide a statement each month that there are payments out of the account. You can ask us to provide statements less frequently than monthly, but we will always provide a statement at least once a year. Each statement will set out all the payments into and out of your account and will contain other information about those payments.
- 3.2 We normally send statements by paper. If you have an internet account, we will send you paper statements but you can also view your account transactions online.
- 3.3 You can also ask us for information about payments at any time. You can do this or order a paper statement through our telephone service.
- 3.4 If your account has a passbook, we will send you statements as set out above. We no longer update passbooks.

Section C – Making and receiving payments

In this section we explain how you can ask us to make payments from your account, how soon you can use money paid in and when we pay interest. You can also use a third party provider to make payments on certain accounts (you can find out more about third party providers in section H). If you do use such a provider those payments will be made in the same way we set out in this section. We also explain how to stop payments and what happens if something goes wrong. Payments include withdrawals and transfers to other accounts.

Meaning of words we've used

Cut-off time	The latest time we can process instructions or add payments to an account.
Device	Anything such as a smartphone or another device that you can use in combination with your security details to access your account or give instructions.
Linked account	An account that you nominate to make and receive electronic payments from your internet or telephone account. It must be an account in your own name(s) held with a UK bank or building society.
Security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code or (PIN)).

Working day	Monday to Friday (except English bank holidays). You can give some instructions for payments on non-working days, but we do not complete their processing on our systems until the next working day. This is explained below.
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The time periods below assume we receive a payment or payment instruction before the cut-off time on a working day. If it is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

4. How can payments be made into your account?

- 4.1 Subject to any restrictions in the account conditions and these general conditions, payments in sterling can be made into your account by cheque and direct transfer from another account. Cut-off times for payments into your account will depend on how the payment is made. The table below shows our cut-off times for receiving payments by cheque or direct transfer.

Method	Cut off time
Electronic transfer from another bank account (excluding Faster Payments)	End of the day
Faster Payments	Before 5pm on a working day
Cheque	Before 3pm on a working day

We only accept payments into your account in sterling. Do not post cash to us.

4.2 Direct payments received from another bank account

Paying-in method	Does the payment show in your account on the day it is received?	Can you use the money on the day it is received?	Does the payment affect any interest from the day it is received?
Electronic payment (including Faster Payment)	Yes.	Yes.	Yes.
Direct debit from your linked account	Yes (this will be three working days after you request the payment).	Yes.	Yes.

- 4.3 If you ask us to pay money into your account by direct debit from your linked account, the payment will be taken from your linked account and paid into your account three working days after your request.
- 4.4 If we receive a payment from your linked account and your account with us is closed when we receive the payment, we will return the payment to your linked account electronically.
- 4.5 You can ask to change your linked account over the phone, online or by post. It will take 10 working days from us receiving your request to make the change, following name and security vetting. If your linked account is a current account and we are notified that you have switched your account to another bank we will update the account sort code and number within the agreed timescales so long as the account is in your name.

4.6 Sterling cheques

Payments show in your account on the working day we receive the cheque.

The following table sets out the details of when you can withdraw funds that have been paid into your account.

For cheques we will use one of two clearing processes:

- The '2-4-6' process
- The 'Cheque Imaging' process (being introduced in 2018)

You will be told which process your cheque will follow when you pay it in.

Type of cheque	When will the payment affect any interest we pay?	When can you use the payment?	When can the cheque be returned unpaid?
Cheques using the 2-4-6 process.	From the second working day after we receive the cheque.	From the fourth working day after we receive the cheque.	Up to the end of the sixth working day after we receive it (even if you have already spent it). From then on we cannot take money from your account if the cheque is returned unpaid without your consent, unless you have been fraudulent.
Cheques using the Cheque Imaging process (being introduced in 2018).	By 11.59pm on the working day after we receive the cheque.	From 11.59pm on the working day after we receive the cheque at the latest.	Up to 11.59pm on the working day after we receive the cheque.

i 2-4-6 clearing process

If we receive the cheque before 3pm on a Monday, you will see it in your account the same day. It counts towards interest on Wednesday, you can use the money on Friday and we cannot take it out of your account after the following Tuesday.

i Cheque imaging process

If we receive the cheque on a Monday, you will see it in your account the same day. It counts towards interest and you can use the money on Tuesday by 11.59pm at the latest.

Important information

We may refuse a cheque for payment into your account if it is more than six months old.

4.7 General terms about payments

If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

If we become aware that a payment into your account was made by mistake or fraud within two months of receiving the payment, we will:

- make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount in the account); and
- tell you we will return the payment to the paying bank unless you tell us within 15 working days that the payment was not made by mistake or fraud. If you do not respond within 15 working days we will return the amount to the paying bank.

If we become aware that a payment into your account was made by mistake or fraud more than two months after the receipt of the payment, we will normally contact you before restricting your use of the amount in the account.

If we cannot return the amount to the payer, we may give information about you and your account to the payer's bank so they can recover the money.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:

- cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

If we receive a payment from you that we can't process (for example, you haven't provided us with your account number), we will return it within one working day to the account it was sent from if we have those account details.

5. How can you take cash or make payments out of your account?

5.1 You can ask us to make a payment from your account by phone, online or by letter. For certain accounts, the types of payment and the way you can make them may be limited. The account conditions tell you the payment services available on your account.

If you want to make a payment, we may check we are dealing with you as set out in Section B.

If we receive a payment instruction after the cut-off time on a working day or on a non-working day, we will act on it on the next working day. The cut-off time for making payments depends on how a payment is to be made, but is not usually before 3pm (UK time). You can ask us for details, and we have some extra information about cut-off times for particular payments in the Important Information, Section N.

If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-working day, in which case we will make the payment on the following working day.

You cannot make payments to an account outside the UK.

What happens if you don't have enough available funds?

If you ask us to make a future-dated payment and do not have enough available funds to make the payment on the due date, we will try again to make the payment later that day.

If there are still not enough available funds, we will make a final try on the next working day before rejecting the payment.

5.2 Payment details

For us to make a payment for you, we normally need the sort code and account number and any other details we ask for.

You must check that the details are correct before asking us to make a payment.

5.3 When can we stop you making payments?

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:

- security including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

If we do this, we will act in a reasonably appropriate way and will try to reduce your inconvenience.

Unless the law prevents us doing so or we reasonably believe it would undermine our security measures, we will try to contact you in advance to tell you we are doing this and why. If we cannot tell you in advance, we will tell you as soon as possible afterwards.

5.4 When can we refuse to act on an instruction?

We can refuse to make a payment if:

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any time) – we will let you know if we are stopping a payment for this reason;
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;
- you do not have available funds to make the payment or you have exceeded a limit we have applied to your account;
- the payment instruction is not clear or does not contain all the required details;
- the account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- there is a regulatory requirement that tells us to;

- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us);
- you tell us that you want to change your linked account and we haven't had time to verify the details of your new linked account; or
- any other reason set out separately in this agreement applies.

5.5 What happens if we refuse to act on an instruction?

Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you want to check whether a transaction has been accepted, you can call us (see '**How to contact us**').

Additional information about failed payments

You can contact us to find out (unless the law prevents us telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.

5.6 Making direct debits

A few of our accounts that have been open for a long time may allow direct

debits or similar payments. If we do allow them, the payment will be collected from your account on the date specified in any direct debit instruction you have given the business or other organisation in the UK. If the payment date or amount of money to be collected changes, then unless you agree otherwise, the business or other organisation you are paying will normally tell you at least 10 working days before.

5.7 Can you cancel or change a payment?

You cannot change or cancel a payment that you have instructed us to make immediately but you can cancel a direct debit and any other payment you asked us to make on a future date. To do this, you must tell us by 3pm on the last working day before the payment is due to be made. If you wish to cancel or change a direct debit, you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well.

If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs.

If a banking industry payment scheme such as the Current Account Switch Service tells us that a person you have asked us to pay has switched their account to another bank, we will update your instruction with the new account details. This will mean your payment reaches the correct account within the agreed timescales as set out in this booklet.

Section D – How long will your payment take?

If your account allows you to make payments, this section tells you how quickly we will send payments to the payee's bank. Please refer to your account conditions to see what payments you can make.

Type of payment	How long will the payment take to reach the payee's bank after we take it from your account?
Electronic payment you want to make straight away	<p>Where you ask us to make the payment by phone or online before 3pm on a working day, normally the same day. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments.</p> <p>Where you ask us to make the payment by writing to us and we receive your request by 3pm on a working day, within two working days after the day on which we receive your request.</p> <p>Please check with us if the bank or building society you want to send the payment to can accept Faster Payments. You can use our contact details at the front of this booklet.</p>
Future-dated payment to another UK bank account	Normally the same day we take the payment from your account. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments. Future-dated payments can be made on working days only.

The payee's bank must pay the funds into the payee's account on the day it receives the payment from us.

Section E – How we calculate interest and account charges

As long as you have enough money in your account, we will pay you interest on amounts we hold for you. We also have charges for some account services.

6. Where can you find information about our interest rates and account charges?

The documentation for your account will set out the rates or rate of interest we will pay on your balance. The Important Information section of this booklet sets out some of our charges for our savings accounts, other charges may apply to your particular account – check your account conditions for details.

You can also see our interest rates on our website at birminghammidshires.co.uk or by phoning us.

7. How do we work out how much interest to pay?

7.1 We work out the interest on your account daily and pay it into your account on the last day of each interest period. Interest periods are set out in the account conditions.

7.2 Your account will say whether we pay interest into the account. We will calculate any interest on amounts credited to your account as they become part of the account balance. This will depend on when and how the relevant payment is made into your account.

If we are due to pay interest on a non-working day, we will pay it up to and on the next working day unless the account conditions say otherwise. We pay interest at the end of a working day. You may not be able to withdraw the interest until the following day. You may not be able to see it as part of your account balance until shortly after midnight.

7.3 If you make a withdrawal from your account, we pay interest on the amount withdrawn up to and including the day before it leaves your account, unless you make the withdrawal on a non-working day. If so, we continue to pay interest up to and including the day before the working day after your withdrawal.

i If you make a withdrawal on a Saturday, we will pay interest on the amount withdrawn on the Saturday and Sunday, but not on the Monday (unless the Monday is a bank holiday).

7.4 Your account conditions will say whether we can pay your interest to another account. Where the date we pay interest on your account is not a working day, we will deduct the interest from your account that day but we will not be able to send it to the other account until the next working day and we will not pay interest in the meantime. For example, if interest is to be paid on your account on a Monday and this is not a working day, but Tuesday is a working day, the interest payment should reach your other account no later than Wednesday.

- 7.5 If you or we close your account, we will work out the interest we owe you on the day your account is closed, unless you are transferring the whole balance to another account with us.
- 7.6 If we pay interest on your account, we will pay it 'gross'. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.
- 7.7 We may take any charges you owe us from the same account. We will tell you the amount, and when the amount will be taken from your account, when you ask to use the service.
- 7.8 You must not allow your account to go overdrawn. If your account does go overdrawn, this does not mean we have allowed you to have an overdraft. You must immediately pay us back the amount you are overdrawn.


Section F – How and when we can make changes to this agreement

As this agreement could last a long time, we will need to change its terms occasionally. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. We will tell you about these changes, and how they will affect you, in advance. You may be able to close an affected account or end your relationship with us if you do not want to accept any change we tell you about.

This section refers to two types of account: 'payment accounts' and 'non-payment accounts'. The account conditions tell you which type you have.

8. What can we change?

- 8.1 We can change the general or additional conditions that apply to a particular account or service.

 We may change any of the terms in this booklet, and the interest rates and charges that apply to an account.

- 8.2 We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.

9. Why can we make a change?

Meaning of words we've used

Reference interest rate

An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England bank rate (also sometimes called the Bank of England base rate).

Regulatory requirement	Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.
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9.1 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Reason	For example
A change in regulatory requirements.	We may have to update our security terms because new legislation introduces tighter standards.
To do something positive for you.	Our payment terms may have to change because new technology enables you to make payments more quickly or conveniently.
A change in the cost of running our accounts, including changes in our funding costs.	Changes to the Bank of England bank rate that increase or decrease the amount we charge our borrowers may affect the interest rates we pay our savers.
Any other change that affects us, if it is fair to pass on its impact to you.	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.

9.2 We may also make changes for any other reason we cannot foresee.

i We may need to respond to changes in the banking sector caused by increased competition that affect how we provide our services and what we charge for them.

9.3 If the interest rate on your account is a 'tracker' rate, the rate will change automatically in line with the reference interest rate it is linked to. The account conditions will say how soon the tracker rate will change after a change in reference interest rate.

9.4 We can change our standard exchange rates at any time.

10. How and when will we tell you about changes and what are your rights?

Meaning of words we've used

Managed rate	A rate that we set, and can change, and that isn't a reference interest rate.
Material change	Changes to a managed rate where the balance of your account is £100 or more.
Non-payment account	A cash ISA, fixed-rate bond or other savings account that provides only a limited ability to make payments. The account conditions for an account will tell you if it is a non-payment account.
Payment account	A savings account that is not a non-payment account.
Published notice	A notice we put on our website and, sometimes, in national newspapers.
Personal notice	A notice we give you individually, for example by letter, electronically or in statement messages or inserts.

10.1 In the tables below, we explain how we give notice to change terms on particular accounts.

10.2 Non-payment accounts

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Interest rate increase	Personal or published.	As soon as possible, normally within 3 days.	Yes, unless the account conditions say you cannot.
Interest rate decrease that is not material (not tracker rates)			
Favourable or neutral changes to other terms	Personal or published.	No more than 30 days after.	
Material changes to interest rates (not tracker rates) that disadvantage you	Personal.	At least 14 days before.	Yes, within 30 days of the notice.
Interest rate change (tracker rates only)	Personal or published.	No more than 30 days after.	Yes, unless the account conditions say you cannot.
All other changes that disadvantage you	Personal.	At least 2 months before.	Yes, at any time before the change.

10.3 Payment accounts

Type of change	Notice	Timing of notice before or after the change	Can you close or switch your account without charge?
Interest rate increase (not tracker rates)	Personal or published.	No more than 30 days after.	Yes, unless the account conditions say you cannot.
Interest rate change (tracker rates only)	Personal or published.	No more than 30 days after.	Yes, unless the account conditions say you cannot.
All other changes	Personal.	At least 2 months before.	Yes, at any time before the change.

11. What are your rights if you want to close or switch an account in response to notice of a change?

For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details at the start of this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately. If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.

Section G – How we manage joint accounts

If two or more of you are joint account holders, you can each give us instructions on your own. Up to four people can hold an account jointly.

This section explains how we treat you and what happens if the arrangement between you comes to an end. Some of our accounts cannot be held jointly.

12. What do joint account holders need to know?

- 12.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, subject to condition 12.2. We can also rely on information given by any one of you about the other(s).

Examples of things any joint account holder can do without the knowledge of the other(s)

- Take all the money in an account.
- Close an account.
- End a service.
- Apply for services.
- Replace an account or service with another account or service covered by these general conditions.

We will accept the instructions of either or any one of you, unless we agree otherwise with you. On some accounts, if you ask us to, we can agree that we will only accept the instructions or signatures of both or all of you.

Examples of things we can do for one account holder that count as if we did them for the other(s)

- Provide any information about your account, but you can ask us to send you separate account statements if the account holders live at different addresses.
- Record and act on information that any of you gives us about another of you.
- Send a notice to just one of you.

12.2 You are each, separately, responsible for complying with the terms of this agreement. If any one of you does not comply, we can take action against any or all of you.

12.3 If any money is overdue for payment on any account one of you has with us, whether in your sole name or in joint names, we may take the money you owe us out of your account under Section J (set –off). If we think it would be fairer to you, rather than taking the money owed immediately, we may keep enough of any money owed and take this when you ask us to withdraw it during a fixed or special-offer term or at the end of the fixed or special-offer term. We can do this without giving you notice. We will not take the money from an account which, according to our records, you are holding on behalf of someone else (e.g., as trustee or executor).

13. What happens when the arrangement between joint account holders changes or ends for any reason?

13.1 When this agreement ends (or your account is closed), we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.

13.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all apply and agree to this.

13.3 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended. We may then close your account and, if we choose, offer each person the opportunity to open a new account in just their own name.

13.4 If one of you dies, we may continue to act on the instructions of the remaining account holder(s) but we do not have to do so. Acting on their instructions includes allowing them to withdraw any or all money from the account(s) and giving us instructions about any services associated with the account.

Section H – Can someone else operate your accounts?

14. How can someone else operate your account?

- 14.1 If you want or need someone else to operate your account, you must either sign a form we give you or grant a power of attorney to someone, which authorises them to operate your account.
- 14.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, if you go bankrupt or die.
- 14.3 For security reasons, we may not allow another person access to all of the services we provide to you. If we do allow them to use a service, you can tell them your security details as long as they agree to keep them safe.
- 14.4 We are not responsible for an act (or failure to act) by someone else allowed to operate your account as long as we did not know or suspect they were acting dishonestly towards you.

15. Third party providers

Meaning of words we've used

Third party provider

A service provider authorised by law to access information or make payments for you from your payment accounts.

- 15.1 You can instruct a third party provider to access information on your accounts or make payments from your accounts

online as long as it is open and transparent about its identity and acts in line with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you.

- 15.2 We may refuse to allow a third party provider to access your account if we are concerned about unauthorised or fraudulent access by that third party provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you in the way which we consider most appropriate in the circumstances. But we won't tell you where doing so will compromise our reasonable security measures or otherwise be unlawful.

We may make available to a third party provider a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.

- 15.3 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

Section I – Who is responsible for any loss?

It is important for you to understand what you and we take responsibility for and when you may be liable under this agreement.

Meaning of words we've used

Device	Anything such as a smart-phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
Security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code or (PIN)).

Additional information about payment refunds

Except for direct debits, we will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised.

If a payment goes to the wrong person or is delayed because you gave us the wrong details, we will not be liable but we will try to recover the payment for you. We may charge our reasonable costs for doing so. If a payment is delayed due to our error you can ask us to ensure that the receiving bank credits the payment to the payee's account as if it had been made on time.

16. Incorrect payments

16.1 When will we refund incorrect payments?

We will refund the amount of a payment and any charges you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction or we can show that the payment was received by the other person's bank. We will provide the refund without undue delay; or
- the payment was unauthorised (see 'Unauthorised payments'). We will provide the refund as soon as we can and in any event by the end of the next working day.

16.2 Are there any special rules about refunds for direct debit payments?

If your account allows you to make direct debits and you think there has been an incorrect direct debit payment, you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation setting it up.

- 16.3 You should tell the business or organisation what you have done and why. If they still think that you need to pay them, you will need to resolve the dispute with them directly. This does not affect your right to a refund as set out above.

17. Unauthorised payments

You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and interest you lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

1. If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

2. If we can prove you have been grossly negligent with your device or security details, you will be liable for payments from your account but only until you have told us your device or security details have been lost, stolen or could be misused. In some cases, you will not be liable for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your device or security details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet.

1. We are not liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary. These include delays or failures caused by industrial action (e.g. strikes), problems with another system or network, mechanical breakdown or data-processing failures.

2. We are not liable for losses or costs where a regulatory requirement means we must break this agreement.

3. We are not liable for business losses or costs you suffer (such as loss of business profits or opportunities) as a result of anything we have done, as we make this agreement with you as a personal customer.

18.2 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

18. What happens if we break the terms of this agreement?

18.1 We are responsible if you suffer loss because we have broken this agreement. There are three exceptions to this rule:

Section J – Using money between accounts (set-off)

Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you, including your Savings accounts.

Meaning of words we've used

Regulatory requirement	Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator:
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19. When can we use set-off?

- 19.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.
- 19.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise with us.

- 19.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (x) as shown below:

Money in account for:	Set off against money owed by:
You only	You
You only	You and x
You and x	You and x
You and x	x
You and x	You

- 19.4 Even if there is a court decision against you or you are fined, we can use money you have in your accounts to pay something you owe us (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 19.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens, the money available to the other person will be what is left after we add up what we owe on the affected accounts and subtract what our customer owes us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are prevented by law.

Section K – Ending the agreement or an account or service or suspending a service

20. Ending the agreement or an account or service

20.1 This agreement continues until you or we cancel or end it. The table below shows how this agreement (or any account or service) can be ended. If we end it, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason.	<p>None, unless the additional conditions for your account require notice.</p> <p>You may have to pay a charge if you close some accounts before the end of a fixed term.</p> <p>We may ask you to confirm in writing your request to close your account.</p>
Us	<p>If we reasonably consider that:</p> <ul style="list-style-type: none"> • there is illegal or fraudulent activity on or connected to the account; • you are or may be behaving improperly (for example, in a threatening or abusive way); • by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or • you have seriously or repeatedly broken this agreement in any other way. 	None.
	You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to the 'reclaim fund' (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.	For further details see Section N.
	Any other reason.	Two months (in writing).

- 20.2 When this agreement ends, any account covered by it will close and any service we provide under it will stop. You must also:
- (a) repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
 - (b) pay any charges up to the date the agreement, account or service ends;
 - (c) if your account allows them, cancel any direct payments (such as direct debits or standing orders) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 20.3 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.
- 20.4 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover anything you owe us or, if you have broken this agreement, any loss of ours that results.
- 20.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 20.6 After this agreement ends, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy statement. This is available at **birminghammidshires.co.uk/privacystatement** or by asking us.

21. Suspending an account or service

- 21.1 We may suspend an account or service if we think you don't want it anymore because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months' notice in writing before doing so.

Section L – Online and telephone service

Meaning of words we've used

Security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code or (PIN)).
Access token	This is a code that we will send you by email when you apply for an internet account. You will need to enter your access token to use our online service for the first time.
Device	Anything such as a smartphone or another device that you can use in combination with your security details to access your account or give instructions.

22. Online and telephone services

- 22.1 If you have an internet account you can use our online service to access your account using a computer, mobile tablet or other device. Our internet accounts cannot be opened for joint customers.
- 22.2 We don't charge you to use our internet or telephone service but your network operator or internet provider may charge you. Any charges for transactions using internet or telephone service will be set out in the Important Information section of this agreement or your account conditions.

- 22.3 You should be able to view information and perform transactions between accounts in the UK if you use our internet service in a country outside the UK.
- 22.4 If you want to use our online service from outside the UK, you are responsible for finding out whether it is lawful to do so in that country. You are responsible for complying with local laws. We are not responsible for any loss if you break local laws.
- 22.5 Once you have registered with our online service you must provide us with your username and access token before you can use the online service for the first time. We will send you your username by post and initial access token by email. Every time you use our online service you must give us your username, and password. You will also be asked for your memorable phrase or the answer to a security question.
- 22.6 When you phone the telephone service we may ask you to tell us, or key into your phone, numbers to identify you and your account and a selection of numbers from your password.
- 22.7 We may use software and other technology to detect viruses on the computer or device you use to access our online service. If we detect these we may suspend, restrict or block access to our online service or the use of your security details. If this happens you may not be able to access some or all of our online service until you have removed the virus or malicious software. If we tell you that you should use new security details to access your accounts, you must do so.

- 22.8 We may also de-register you or suspend your use of our online service if you haven't used your security details for a long time or do not use them for 90 days after registering. If we do this you can re-register or ask us to reactivate them at any time.
- 22.9 We may prevent access to our online service if you are using an outdated browser. The functionality of our online service may be affected by your browser settings. You can restore your access by updating to the latest version of the browser or by reinstating settings that have been disabled.
- 22.10 We may suspend, restrict or stop your use of our online service or the use of your security details if we reasonably think this is necessary because for example:
- (a) the security of your account or our online service is at risk;
 - (b) we suspect unauthorised or fraudulent use of your security details;
 - (c) a device is being used that we do not recognise or has been modified or is being used in an unusual way;
 - (d) we must comply with a legal or regulatory requirement;
 - (e) you have knowingly given us false information about yourself or another account holder;
 - (f) a systems failure has occurred;
 - (g) a third party has failed to supply services;
 - (h) there is another reason beyond our reasonable control; or
 - (i) our agreement with you ends.
- 22.11 If possible we will contact you before suspending, restricting or blocking your access to tell you we are doing this and why. However, we may not always be able to do so, for example because of legal or regulatory restrictions.
- 22.12 Disconnecting from the internet or leaving our website will not automatically sign you off from our online service. You must always use the sign off facility when you are finished and do not leave your device unattended while you are signed in. While you are online, if you have not used the site for more than a specific amount of time we will ask you to sign in again.

OTHER IMPORTANT INFORMATION

Section M – other important information

23. What happens if you do not meet the conditions we set for an account type?

- 23.1 We may change an account you hold with us to a different account if:
- (a) you stop being eligible for your existing account in any way;
 - (b) you are no longer resident in the United Kingdom; or
 - (c) you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months' notice.

We will only change your account to one that we believe is a reasonably suitable alternative.

24. Transferring rights and obligations

You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

25. Not enforcing this agreement

We may not always strictly enforce

our rights under this agreement; for example, we may allow you to withdraw funds when your account conditions do not allow this. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

26. How can you complain?

If you feel we have not met your expectations in any way, please let us know so that we can tackle the problem as quickly as possible. We have a three-step procedure to resolve your concerns.

(a) Step 1 – Tell us about the problem

Tell us about your complaint and how you think it could be resolved by calling us on **0345 602 2828** (please check birminghammidshires.co.uk/about for operating hours.), or by completing an online complaint form or by emailing us or you can write to us at:

BM Savings Customer Relations Team
Birmingham Midshires
Pendeford Business Park
Wobaston Road
Wolverhampton
WV9 5HA

We will try to resolve your complaint by the end of the third working day after you contact us. If we cannot do this, we will write to you within five working days to tell you what we

have done to resolve the problem, or acknowledge your complaint and let you know when to expect our full response. We will also let you know the name and contact details of the person or team dealing with your case.

(b) Step 2 – Follow-up

To follow up your complaint with Customer Services, you can ask the person you raised your complaint with to refer the matter to them or write to us.

(c) Step 3 – Contact the Financial Ombudsman Service if you aren't satisfied

If you disagree with the decision we make, you can refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at financial-ombudsman.org.uk

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

27. Law applying to this agreement

27.1 Unless you are resident in Scotland when the conditions in this agreement first apply to you, English law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.

27.2 If you are resident in Scotland when the conditions in this agreement first apply to you, Scots law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

27.3 This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

28. Transfer of interest

If you ask us to transfer your interest to an account at another bank or building society, we can only do this if that bank or building society has a UK bank sort code and receives Faster Payments.

29. Transfers out of your account

If you take out money by phone or using our online banking service, you'll need to transfer the amount you withdraw to another account, either with us or with another bank or building society with a UK sort code that receives Faster Payments. If you ask for this transfer through our online banking service, then we can only transfer to another account you hold, not to an account held by another person.

30. Maturities

If your account matures on a working day (at the end of any fixed term you chose or after 12 months if your account lasts for 12 months):

- we'll pay you interest up to and including that working day; and

- your account will automatically change to the relevant replacement account on the same working day. (If your account was a fixed-term account that did not allow withdrawals, this will also be the day on which you can take out your money without charge.) If that following day is not a working day, the change will happen on the next working day and we will continue to pay you interest at your existing rate up to the day before your account changes.

For example, if your fixed savings account matures on a Saturday, it will automatically change to a variable savings account on the following Monday (assuming it's not a bank holiday), and you will be able to take your money out without charge on that Monday. We'll pay you fixed-rate interest up to and including the Sunday.

If your account matures on a non-working day (at the end of any fixed term you chose or after 12 months if your account lasts for 12 months):

- we'll pay you interest up to and including the next working day; and
- your account will automatically change to the relevant replacement account the next working day. (If your account was a fixed-term account that did not allow withdrawals, this will also be the day on which you can take your money without charge.) If that following day is not a working day, the change will happen on the next

working day and we'll continue to pay you interest at your existing rate up to the day before your account changes.

- For example, if your fixed ISA matures on a Saturday, it will automatically change to a standard ISA on the following Monday (assuming it's not a bank holiday), and you will be able to take your money out without charge on that Monday. We'll pay you fixed-rate interest up to and including the Monday.

Section N – Additional Important Information

This section does not form part of the conditions for your account but provides further important information that you may need.

Who we are

- Our company details:
 - Birmingham Midshires is a division of Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
 - To find out more about our company, see the Registrar's website, www.companieshouse.gov.uk or call the Registrar on **0303 1234 500**.
- Our VAT number is 244155576.
- We lend money and offer savings, insurance and other financial services to our customers.

How we are regulated

- We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 169628.
- To find out more about us, see the Financial Services Register: www.fca.org.uk We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, www.ofcom.org.uk, Telephone **020 7981 3040**, Fax **020 7981 3333** or Textphone **020 7981 3043**.

Industry codes and memberships

- We are a member of the British Bankers' Association. Please see www.bba.org.uk to find out more.
- We subscribe to the Lending Code; you can get a copy of it from www.lendingstandardsboard.org.uk
- Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.
- We follow advertising codes regulated by the Advertising Standards Authority ('ASA'). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see www.asa.org.uk, call the ASA on **020 7492 2222** (Textphone **020 7242 8159**), email them at enquiries@asa.org.uk, Fax them on **020 7242 3696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

Dormant balances

- We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008, which enables money in dormant accounts (i.e., accounts that have been inactive for 15 years or more) to be distributed for the benefit of the community while allowing customers to reclaim their money.
- Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL), a not-for profit reclaim fund authorised and regulated by the Financial Conduct Authority.
- If we transfer the balance of your account to RFL, you will have the same rights

against RFL to reclaim your balance as you would have done against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on behalf of RFL. Therefore, you should continue to contact us in the usual way if you have any questions or complaints about dormant accounts or balances.

- Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). Any transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

Cancellation

We hope you're happy with the savings account you've chosen. However, if you're not, you have 14 days from opening the account (or, if you have opened your account by phone, from the date you receive your conditions if that is later) to cancel it without charge. Just give us your notice in writing by sending it to Birmingham Midshires, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HA.

If you have chosen an ISA and cancel within 14 days, you'll still be able to open another cash ISA in the same tax year. If you cancel your cash ISA after 14 days, you will not be able to open another cash ISA in the same tax year. This right to cancel does not apply to fixed-rate fixed-term accounts. Whenever you cancel, we'll repay any credit balance and pay interest on your account for the time your money was with us. Even if you miss the 14-day deadline, you may still close your account in line with the account conditions.

CHAPS

The cut-off time for making CHAPS payments is 2pm.

If we agree to make a CHAPS payment out of your account we will charge a fee of £35.

Tax

We will pay your interest gross. This means we won't automatically deduct tax from your interest. Depending on your personal circumstances, you may need to pay tax on the interest you earn and it will be your responsibility to pay any tax you owe to HM Revenue & Customs (HMRC).

Tax-free is the contractual rate of interest that applies when interest is exempt from income tax.

If a parent (including civil partner and step parent) gifts money to their child and the interest from it is more than £100 a year, then that interest counts towards the parent's personal savings allowance, and may be taxable depending on the parent's personal circumstances. This also applies if the interest on the gift added to any interest we've already paid makes a gross interest payment of over £100. This £100 threshold applies to each parent individually. All accounts a parent holds for the child (whether or not they are held with the same bank or building society) are taken into account. The £100 rule does not apply to parental contributions to a Junior ISA.

Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay tax which you do not pay us or pay through us.

Other information

We will communicate with you in English.

You can ask for a copy of this agreement or download it from our website.

For more information visit us at birminghammidshires.co.uk

All the information in this brochure was correct as at 16 September 2018.

Calls may be monitored or recorded.

If you'd like this in another format such as large print, Braille or audio CD please contact us. If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

If you need to call us from abroad you can call us on **01902 428 311**

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Information correct as of 16 September 2018.

