

# CAHOOT GENERAL SAVINGS TERMS AND CONDITIONS AND IMPORTANT INFORMATION

Effective for new accounts opened from 12 June 2023

# What's Inside

Thank you for choosing cahoot.

This document is split into 2 parts. It sets out the terms of your agreement and important information you need to know about our relationship and how your account will be operated.

### Part 1 General Savings Terms and Conditions

These are the terms and conditions (including fees) which apply to all savings accounts. This part covers important information you should know to manage your account.

### Part 2 Important information about your account

This part includes important information about the compensation arrangements which apply if we fail and cannot repay you, and what happens if your account becomes dormant.

Look for these icons within the document to help you understand the terms and conditions



Definitions



Examples



Page 23

### **PART 1 - GENERAL TERMS AND CONDITIONS**

### What's in these terms?

PART 1 - GENERAL TERMS AND CONDITIONS	3
What's in these terms?	3
SECTION A – YOUR AGREEMENT	4
Chapter 1: Setting the scene	4
SECTION B – USING YOUR ACCOUNT	5
Chapter 2: Paying money in	5
Chapter 3: Taking money out	6
SECTION C – KEEPING YOU AND US SAFE	8
Chapter 4: Stopping payments	8
Chapter 5: When we may not make a payment for you	9
Chapter 6: Checking it's you	10
Chapter 7: Using third party providers	11
Chapter 8: If things go wrong	12
SECTION D – EARNING INTEREST	15
Chapter 9: Interest	15
Chapter 10: When we can move money between accounts ('Set off')	15
SECTION E – OUR RELATIONSHIP	16
Chapter 11: Keeping in touch	16
Chapter 12: Joint Accounts	17
Chapter 13: Making changes	18
Chapter 14: Transferring this agreement to another person	20
Chapter 15: When we may not be able to provide our services	20
Chapter 16: The law and courts which apply to this agreement	20
Chapter 17: Closing your account or ending this agreement	21
SECTION F – OUR FEES	22
PART 2 – IMPORTANT INFORMATION ABOUT YOUR ACCOUNT	23

## **SECTION A – YOUR AGREEMENT**

### Chapter 1: Setting the scene

#### What does this agreement cover?

By opening a savings account, you enter into an agreement with us, Santander UK plc (trading as cahoot). This document sets out 'general terms' which apply to each account you open with us.



#### Can another person act on your behalf?

Yes. In these terms, 'you' generally means the person that has their name on the account.

But you can appoint someone else to manage your account for you, for example using a 'Power of Attorney'. Another person might also be appointed to act for you, for example if you have a mental incapacity.

If either of these things happen, we'll need to see proof that the other person has legal authority to act for you. We'll also check their identity. Once we've done those things, we'll record that and treat that person like you. This agreement will apply to all the things they do for you on your account (even if they cause you to break the agreement).

#### Do other terms and conditions apply?

As well as these terms, each account has separate conditions called 'specific conditions'. These are contained in the Key Facts Document for your account and are part of your agreement.

These cover things like:

- how you qualify for the account
- the interest rate
- the fees

If any specific condition conflicts with a general term, the specific condition will apply.

We'll also give additional terms when you ask us for a product or service. You'll need to agree to these before you can use the service.

As well as your terms, we'll also give you other information about your account and how to operate it. We'll do this here, in the Key Facts Document or in other documents we give you when you open your account. This information does not form part of our agreement. In these terms, you can spot this information easily because it will be in a pink box.

You can ask us for a copy of these documents at any time. They're also available on our website.

#### Other things you should know about the terms

We use some expressions which are used in the same way by all banks. You can find a list and explanation of these expressions on our website or you can ask us for a copy.

#### What your accounts can be used for

All accounts are for your personal use only. You may not use an account for any other purpose, such as for a business or to hold money for someone else.

#### Do you qualify for an account with us?

Unless your special conditions say differently, for all accounts you must be aged 16 or over and live in the UK. You must also be registered for Online Banking and meet any other requirements for a particular account, which you can find in the Key Facts Document for that account. If you move abroad (or plan to), you must let us know.

From time to time, we may also check if you still meet those requirements and may ask you for information to help us do this.

#### When we'll ask you for information

You must also give us any other information we reasonably ask for. This might include, for example, information we or other members of our group need for the following reasons:

- to comply with a law or regulation which applies to us or them or to reduce the risk of crime (such as money laundering, fraud, bribery, corruption, sanctions or terrorism finance);
- to keep our records up-to-date;
- to confirm a payment or activity on your account;
- to keep your account secure if we have concerns about a payment or activity on your account;
- to confirm where money in your account has come from;
- for tax purposes;
- to allow us to deal with a complaint you have made.

## **SECTION B – USING YOUR ACCOUNT**

## Chapter 2: Paying money in

You can only pay money into your account electronically. Here we explain how you can do that, when you can use the money and when it counts for interest.

Some payments take longer to process than others. We'll update your account balance as quickly as we can but you may not be able to use all of the money we receive until we have finished processing each payment.



#### When do we calculate interest?

We work out the interest we'll pay you at the end of each day. We usually do this after 8pm.

This means if you pay money into your account after then, you'll be able to use it immediately but it won't earn interest until the next day.

How you pay the money in	When you can use it	When you will earn interest	
Electronically			
In pounds sterling	Immediately after we receive the money	From the day we receive it	
In foreign currency	After we convert the money into pounds sterling using our exchange rate at the time we receive the money	From the day we have converted the money	

- Remember!
  - If you receive money from outside the UK or from within the UK in a foreign currency, the bank of the person who sent it may have used other banks to send the payment to us. Those banks' charges may have been taken from the amount of the payment and so you may receive less than you expect.
  - You can receive payments in most, but not all, currencies. Ask us if you want to know which currencies we accept.
  - We won't accept wage or salary payments into your account.

If we receive an electronic payment without all of your account details, we'll return the money to you or the person who sent it.



#### What is a working day?

Any day other than a Saturday, a Sunday or English public holiday. Where we make payments in or out of your account, the length of the working day will depend on our cut-off times for each type of payment and how you ask us to do this.

Some payment types can only be made Monday to Friday other than public holidays. But others, such as internal transfers or Faster Payments, can be made on any day.

#### The types of payment you can make

Unless we tell you otherwise here, in your account's specific conditions or when you apply, you can make payments from your account in any of the ways set out in the table below.

You can't make payments by card or cheque. You can only make payments immediately so you can't set up future-dated or regular payments from your account (such as a direct debit or standing order).

You'll stop earning interest on the amount of a payment from the day we take the money from your account.

Payment type	What you need to know about this		
Electronic payments			
Internal transfer	This is a payment you can make in pounds sterling to another account with us.		
Faster payment	This is a payment you make in pounds sterling to another person within the UK using the Faster Payment system.		
	There are limits on the size of the payment you can make. You can find details about these on our website. We'll also tell you about them if your payment exceeds a limit. If this means we can't send a payment in this way, we'll send it by CHAPS if you want us to.		
CHAPS	This is a same-day payment in pounds sterling you can make to another person within the UK. This is done through the Clearing House Automated Payments System. There is a charge for this type of payment.		
Foreign currency payment	This is a payment to another person inside or outside the UK in a currency other than pounds sterling.		
International payment This is a payment to another person outside the UK in pounds sterling or ano currency.			

#### The information we'll need to make a payment

To make a payment from your account, you'll need to give us the name of the person you want to pay and their account details.

We may also ask you for other information, such as the person's address. We'll let you know when you make the payment if we need anything else.



#### What are the account details?

This will be the account number and sort code for payments in pounds sterling in the UK. For foreign currency or international payments, this will be the equivalent details.

#### **Remember!**

- We'll make the payment using the details you give us so you need to check they are correct.
- For some payments within the UK, we'll ask the receiving bank to check if the name of the person you're paying matches the account details you give us. We'll share the result of that check with you and ask you to confirm the payment.
- Look at the result carefully it's there to help you avoid scams or mistaken payments. If you go ahead, we'll assume the account details are correct.

You agree that we may use your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services to you but may still use your data where we have a lawful reason to do so. For example, this may be because we need to retain records to meet our legal obligations.

#### Our cut-off times for making electronic payments and how long they take

The table below sets out our cut-off times for making payments and how long it will usually take for the person you're paying to receive the money. It may take longer if we delay acting on the payment for reasons set out in the 'Keeping you and us safe' section below.

The 'cut-off time' is the latest time you can ask us to make a payment on a day. If we receive your request on a working day before the cut-off time, we'll make the payment that day. If you ask us after the cut-off time, we won't start processing the payment until the next working day. The timings in the table below will then start from that day.

Payment type	Cut-off time Phone	Cut-off time Online	When the person you're paying will usually receive the money
Payments within the UK in po	ounds sterling		
Internal transfer Faster Payment	Opening hours	Any time	Immediately
CHAPS	1pm	Not available	Same working day
Foreign currency payments a	and international payments		
In pounds sterling to account	·S		
outside the UK	1pm	Зрт	Next working day
In euro to accounts			
inside the UK or EEA	11.30am	11.30am	Same working day
outside the EEA	11.30am	11.30am	Up to 4 working days. This wil depend on the destination of the payment
within SEPA	1pm	2.30pm	Next working day
In US dollars to accounts			
inside the UK or to the USA	1pm	Зрт	Same working day
outside the UK or the USA	1pm	3pm	Up to 4 working days. This wil depend on the destination of the payment
In any currency other than po	ounds sterling, euro or US dolla	ars to accounts	
inside or outside the UK	1pm	Зрт	Up to 4 working days. This wil depend on the currency or destination of the payment

these on the date you ask us to make a payment but some may take longer. If this happens, we won't make a payment until we have completed our checks.

• You can make foreign currency and international payments in lots of currencies and to most places, but not every currency or place is covered. Ask us if you want to know which payments we can do.

#### What is the EEA?

This is the European Economic Area.

It covers all the countries of the European Union plus Iceland, Norway and Liechtenstein.

#### What is SEPA?

This is the Single Euro Payment Area.

It is made up of all the countries in the EEA as well as the UK, the British Crown Dependencies of Guernsey, Jersey, Isle of Man, Andorra, French collectives of 'Mayotte' and 'Saint-Pierre-et-Miquelon', Monaco, San Marino, Switzerland and Vatican City State/Holy See.

#### Making foreign currency and international payments

If you want to make a foreign currency payment, we'll convert the amount in pounds sterling into the foreign currency you want to send using our exchange rate on the date we make the payment for you. We'll give you details of the current exchange rate (and our fees) when you ask us to make the payment.



#### What are our exchange rates?

We use our cahoot reference exchange rates for each currency. We have different reference exchange rates depending on the amount of money you're exchanging and if you make or receive a payment.

You can find details of our exchange rates by calling us.

If you make a foreign currency or international payment, we'll send the money to the person you're paying in the currency you choose. If that person's account is in another currency, the bank receiving the money may convert it using their own exchange rate.

If you make an international payment or foreign currency payment in the UK, we'll use other banks to help us send the money to the person you're paying. Those banks may take their charges from the amount of the payment. We have no control over the amount of these charges. This means the person you're paying may receive less than the amount you send. These charges are in addition to any fees we charge you for making the payment. We won't take our fees from the money you send.

In some cases, you can choose to pay all the charges or for the person you're paying to pay all the charges. We'll tell you about these options when you make the payment. If you choose to pay all the charges, we'll take them from your account immediately after we receive details from the other banks.

#### What happens if a foreign currency or international payment is returned

We'll pay the amount we receive into your account. This may be less than the amount you originally sent because:

- If it's an international payment, any other banks who have helped to return the money back to us may take their charges from the amount of the payment.
- If it's a foreign currency payment, we'll convert the payment into pounds sterling using our exchange rate on the day we receive it. The exchange rate may have changed from when we sent the payment.

#### What happens if you can't access your account but you need to make a payment

You may not always be able to access your account when you need it. If you need to make a payment and it can't wait until you can do it yourself again, you can call us or use our automated telebanking service.

## SECTION C – KEEPING YOU AND US SAFE

### Chapter 4: Stopping payments

We know you might change your mind or need to stop a payment you have asked us to make. We'll do what we can to help you. But, as we make payments immediately we usually can't stop them.

You'll need to give us any information we ask for about the payment so that we can do this. For example, we'll need the amount of the payment and the account details of the person you were paying.

### Chapter 5: When we may not make a payment for you

We'll make a payment for you if we can. But we may not do so in the situations below.

- You don't have enough available money in your account to make the payment.
- You haven't given us the correct account details or other information we have requested, or the information shared isn't clear or we know it isn't correct.
- The type of payment you want us to make or the payment instrument you are using is not available to us or the person you want to pay or we have withdrawn it.
- It may cause us to break or not follow any law, regulation, court order, code or other duty that applies to us.
- We reasonably believe that:
  - The instruction has not come from you (or someone authorised to act for you).
  - Your account is not secure or your security details may have been used fraudulently or without your permission.
  - We or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.
  - The payment may be connected to a scam, fraud or any other criminal activity. For example, because the payment is unusual or has features that suggest it may be connected to such activity or the account you're making the payment to has been connected to such activity.
  - Your account or any other account you hold with us or any member of our group has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- We're acting reasonably to protect against or reduce the risk of scams, fraud or other criminal activity. For example, payments to or through a person, business or sort code where we have seen or are aware of high levels of such activity.
- We're acting in response to guidance issued by a regulator, government or law enforcement body.
- Someone else may have rights over the money in your account.
- You haven't acted in the way you agreed in these terms. Either on more than one occasion or in a serious way. For example, this would include if you don't provide us with information we've reasonably asked for on more than one occasion.

While we're checking that none of the situations above apply, we may delay a payment in reaching its destination. This may happen even if everything later turns out to be fine.

If we reasonably believe a payment may be connected to a scam or fraud, including an 'authorised push payment scam' where you are tricked into sending money to a fraudster's account, we may contact you and ask you to confirm the payment before we make it. We may also delay making the payment up to the processing limits set out in these terms so that you have some time to check it and can cancel it if you need to. After you have checked the payment, if we still reasonably believe it is connected to a scam or fraud, we may still refuse to make it.

We may also apply payment limits to your instructions from time to time. For example, we may set limits on payments to certain accounts, sort codes or persons to protect you or us against fraud or prevent other criminal activity. Check our website or ask us if you want details of these limits. We may also apply other limits to protect your account – for security reasons we may not say what these are. We may refuse a payment if it is above any of these limits.

#### What we'll do if we don't make a payment

We'll tell you if we don't make a payment for you and the reason why unless we can't for legal or security reasons. How we tell you will depend on how you're making the payment. But we'll always do this in the way we think is most appropriate.

For example, if you're making a payment using Telephone or Online Banking, we'll usually tell you at the time.

We'll do this by the end of the working day after the working day you asked us to make the payment. If we can, we'll also tell you how to correct any errors that mean we haven't made the payment.

#### When we may not allow a payment into your account

We may not allow payments into your account where it's reasonable for us to stop this happening. This may happen, for example, if we reasonably believe that:

- the payment is connected to a scam, fraud or any other criminal activity.
- your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- the payment may cause us to break or not follow any law, regulation, court order, code or other duty or mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

When you try to use our services, for example, to access your account or make a payment, we need to be sure it's you that is doing this. If we can't be sure, we'll refuse your request.

#### How we check it's you

This depends on the information we receive or how you contact us. We'll assume we're dealing with you if your personal security details are used. We'll take this as your approval.



#### What are your personal security details?

These are the security processes we set up with you and the credentials we give to you or that you choose. These include things like:

- Passwords, PINs, security codes and memorable information
- Your fingerprint, voice, face ID or other biometric information

In some cases, we may also ask you to confirm some personal information we have about you or your account to check it's you.

#### When will you use them?

You'll use these details when you ask us to do things. This might happen when you access your account and make a payment using Online Banking or Telephone Banking.

#### What you need to do to keep your account secure

It's important that you keep your personal security details safe to prevent fraud and protect your account.

You must tell us as soon as possible if you think your personal security details have been used without your permission or if someone else knows them. You can contact us in any of the ways mentioned in this agreement.

We'll immediately cancel your personal security details to prevent misuse of your account.



#### Some ways you can keep your account and personal security details safe

#### What you should do

- Destroy securely copies of personal security details we send you or other account information you no longer need.
- Choose personal security details that aren't easy for others to guess. Make these different to other accounts you have.
- Set up your devices so that if you lose them no one else can access your personal security details or communications from us.
- Protect your personal security details when you use them. Try to ensure no one hears or sees them. We'll never ask for these in full. But, if you make a payment over the phone, we may ask you to give us individual parts of your details (for example, the third digit) so we can confirm it's you.
- Change your personal security details if you think someone knows them. We may ask you do this if we are concerned about your account's security.
- Follow any instructions we give to you about protecting your account.

#### What you shouldn't do

- Don't share your personal security details with someone else.
- Don't record your personal security details so it is easy for someone else to find out what they are.

#### What we'll do to keep your account secure

We'll do what we reasonably can to protect your account. For example, we use systems to monitor unusual behaviour on your account and detect fraud. This might identify unusual spending patterns or payment requests we receive from an unusual location. This will only happen if we have information about your device and we won't use it for any other purpose.

If we have a concern about a payment or the security of your account, we'll contact you. We may do this by phone, text or writing to you.

#### Blocking access to your account

We can block or withdraw your personal security details and block access to your account through Online or Telephone Banking. We may do this in the following situations. But we'll only do this where we think it's reasonable.

- We have concerns about the security of your account.
- We suspect your account or services may be used in an unauthorised or fraudulent way. This may happen, for example, if there are too many unsuccessful attempts to login to Online Banking.
- You haven't provided us with information that we've reasonably asked for.
- Allowing you to access your account might cause us to break or not follow any law, regulation, court order, code or other duty that applies to us or mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

If we do this, we'll usually tell you, and why, before we do so. If we can't tell you before, we'll tell you as soon as we reasonably can after. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate. We won't tell you if we can't for legal or security reasons.

We'll unblock your account and replace any personal security details (if we need to) when the reason for the block ends.

#### If you don't use your account at all

If you don't make any payments on your account for 3 years then we may treat your account as 'dormant'. This means we'll block access to your account and stop sending you statements and letters to reduce the risk of fraud.

You'll need to activate your account if you want to use it again. Contact us if you want to do this.

### Chapter 7: Using third party providers

You may want to use a third party provider with your account.



#### What is a third party provider?

We refer to them here as a 'TPP'.

They provide services which let you see information about all your online payment accounts in one place. These could be accounts with us or other banks, building societies or credit card issuers. They can also provide services which let you make payments from these accounts.

They need to be authorised to provide these services.

#### What is an online payment account?

Most accounts will be 'payment accounts' unless they have major restrictions on how you can pay money in or out. Examples include instant access savings accounts where money can be paid in or out with minimal restrictions.

If it is not a payment account, we call it a 'non-payment account'. Examples include fixed term bonds or accounts where you are charged a fee or lose interest if you make a withdrawal.

An 'online' payment account is a payment account which you can access using the internet. All cahoot accounts are online accounts.

If you do, you'll need to give the TPP your consent to access your account and provide their services. We'll then allow the TPP to access your account. We'll treat any payment instruction from a TPP as if it was from you.

It's important you check that any TPP you use is authorised by the Financial Conduct Authority. They should make this clear from the information they give you. You must not give your personal security details to a third party that isn't authorised. We'll assume it's you that's authorising us to let them access your account information and make payments. You'll then be responsible for any payments we make as a result.

#### When we'll block a TPP from accessing your account

We'll do this if we have concerns the TPP doesn't have your consent or is acting fraudulently.

Before this happens, we'll usually tell you that we intend to do this and why. If we can't, we'll tell you immediately after we do this. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate.

We won't tell you if we can't for legal or security reasons.

We'll unblock your account and allow the TPP to access it again when the reason for the block ends. If you remove your consent for a TPP to access your account, we'll tell the TPP that you have done this.

## Chapter 8: If things go wrong

#### What you should do

You must let us know as soon as you can if there is a problem with a payment. This may affect how we'll refund any payments.

#### When we might give you a refund

Usually, we'll refund you for a payment from your account if you have any of the problems in the tables below. We won't refund you if you've been fraudulent.

We can give other banks that are involved and the police any information necessary to enable them to carry out their investigations.

If a payment is made into your account by mistake we can take certain steps to correct that mistake depending on who made the mistake and the type of payment.

If we refund an unauthorised or incorrect payment, we'll restore your account to the position it would've been in if the payment hadn't been made. This means we'll refund the amount of the payment. We'll also pay you any interest or fees we've charged you for that payment, or any interest you would've earned. In all other situations where we give a refund, we'll refund you the amount of the payment.

#### When we'll take back a refund

If we discover that you weren't entitled to a refund after we've given it to you, we may take the money out of your account.

#### What's happened? A payment's been made from your account that wasn't authorised by you or someone allowed to make payments from your account. Will we refund you? It depends. If you didn't keep your personal security details safe as we told you to, either intentionally or very carelessly we won't refund you. When must you tell us? As soon as you can within 13 months of the payment. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the unauthorised payment we are not required to give you a refund. What will we do? We'll refund you the payment, before the end of the working day after you tell us, **unless** we know you've been very careless or we reasonably suspect you've been fraudulent. If we know or suspect this we may investigate it before making the refund. If you've been fraudulent or very careless, you'll be responsible for all payments until you tell us your personal security details have been lost, stolen or used without your approval. Unless you've been fraudulent, we'll always give a refund in the following situations. • We haven't provided a way for you to tell us about an unauthorised payment or any loss, theft or misuse of your personal security details. • The unauthorised payment is made when you buy something online. • We were supposed to check that you had authorised the payment, but we didn't do so in the way legally required.

#### Unauthorised payments

#### **Incorrect payments**

What's happened?	You gave us the right account details for the person you wanted to pay, but we sent the money to the wrong person or account.
Will we refund you?	Yes. It's our fault!
When must you tell us?	As soon as you can within 13 months of the payment. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you have spotted the incorrect payment, we won't give you a refund.
What will we do?	If you tell us in time, we'll give you a refund. We'll do this as soon as we can – this'll usually be before the end of the working day after you tell us. We'll also try to trace the incorrect payment and notify you of the results if you ask us to.

### Late payments

What's happened?	We haven't made a payment when you wanted us to.			
Will we refund you?	No. You meant to make the payment. But we'll make sure it is treated as if it was made on time.			
When must you tell us?	As soon as you can within 13 months of the mistake. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you have spotted the mistake, we aren't required to give you a refund.			
What will we do?	If you ask us, we'll ask the receiving bank to make sure the payment is credited to the payee's account as if it was made on time.			

### You give us the wrong details

What's happened?	You gave us the wrong account details and we made the payment.		
Will we refund you?	No.		
When must you tell us?	There's no time limit.		
What will we do?	We'll try to recover the payment for you. If we can't, you can try to recover the payment yourself. If you ask us to, we'll ask the receiving		
	bank for details about the payment and share these with you.		

### Payments made to a fraudster

What's happened?	Either of the following:		
	<ul> <li>You meant to send money to a particular person, but you were tricked into sending money to someone else.</li> </ul>		
	<ul> <li>You sent money to someone for what you believed was a genuine purpose, but it was actually fraudulent.</li> </ul>		
Will we refund you?	It depends on whether you should have realised you were being tricked.		
When must you tell us?	ell us? Whenever you discover it. There's no time limit.		
What will we do?	Once you have told us that you were tricked, we'll investigate whether you are entitled to a full or partial refund. When we do this, we'll look at everything that happened when the payment was made.		
We'll usually let you know within 15 working days after the day you tell us. But longer in exceptional circumstances.			
If we decide you're entitled to a refund we'll give you this without delay.			
	If we find you should've known you were being tricked into sending money to a fraudster you won't get a refund.		

### What happens if you receive a payment by mistake?

What's happened?	A payment is made into your account by mistake.		
Will we refund you?	No. You've not made a payment – you've received one.		
When must you tell us?	Tell us whenever you discover one. We'll also tell you if we think a payment was a mistake.		
What will we do?	It depends on who made the mistake and the type of payment:		
	If the person who sent the payment (or their bank) has made a mistake		
	Payment type	What we'll do	
	CHAPS	We won't take the money out of your account without your permission.	
	SEPA credit transfer	If you don't think the payment is a mistake, we'll let the sending bank know.	
	Faster Payment BACS	If we reasonably believe the bank who sent the payment (or the sender) has made a mistake, and they tell us within 2 months of making the payment, we may prevent you from using the money and we can take it out of your account to return it to the bank who sent it.	
		We don't need your permission to do this. If they tell us after 2 months we won't take the money out of your account without your permission.	
	We may share all relevant information with the bank who sent the money so the sender can trace it.		
	In all other cases, we'll only take the money out of your account if you agree.		
	If we have made a mistake Because we have incorrectly put the money into your account, we'll take the money back out of your account. We don't need your permission to do so.		

#### What happens if you receive a fraudulent payment?

What's happened?	A payment is made into your account which we suspect is linked to fraud or other criminal activity.
Will we refund you?	No. You've not made a payment – you've received one.
What will we do?	We can take the money out of your account. We won't ask your permission.

## **SECTION D – EARNING INTEREST**

### Chapter 9: Interest

We tell you the interest rate we'll pay on your account when you open it. Contact us or check our website if you want to know the current rate.

We work out the interest we'll pay on your account each day.



#### How we work out interest

When we calculate interest, we take the annual interest rate we tell you and divide it by the number of days in the year. We then apply this figure to the amount we hold or you owe us on your account each day.

#### When we'll pay interest

We may ask you to choose how often we pay interest when you open your account. If we do, you won't able to change this after your account is open.

We'll pay interest at least once a year. If we pay it annually, we'll do this on the anniversary of the day you opened your account. If we pay monthly, we'll pay you interest on the first day of each month after you open your account

The specific conditions for your account will explain when and how frequently this happens for your account or if this is different.

#### Income tax

We pay interest without taking off income tax. This is known as 'gross' and the interest rate we give you reflects this. If the total interest you receive in any tax year is more than any Personal Savings Allowance that applies to you, you may have to pay tax on this. You'll need to do this directly with HMRC. Further information is available on www.gov.uk, by searching for 'Personal Savings Allowance'.

Taxes or costs may apply that aren't paid through us or charged by us.

#### Alerts

We can provide you with alerts about the balance of your account and payments. You can find out more about these alerts and register for them in Online Banking or by calling us. You can also make changes at any time in the same way.

### Chapter 10: When we can move money between accounts ('Set off')

If any money you owe us is due for payment (such as on a loan, mortgage, credit card or overdraft), we may take this money out of your account. We call this our 'right of set off'.



#### Remember!

In this section, 'us' includes any member of the Santander Group of companies in the UK. This means we may take money from your account if you owe money to another Santander Group company in the UK.

#### How we can use this right

The table below sets out the accounts we can take money from and the amounts we can apply them against.

We can take money from	We can set-off that money against money owed by	
An account in your name	You You and another person	
A joint account between you and another person	You The other person You and the other person	

If we use our right of set-off, we'll make sure you have enough money to pay essential living expenses. We also won't take money from your account if a legal reason prevents us from doing so.

#### What we'll do if we use our right of set-off

We'll usually give you advance notice before we use our right of set off, but we won't if it's reasonable for us not to. For example, if we reasonably think you'll move any money to stop us, we may not do so. After we use our right of set-off, we'll always tell you how much money was moved out of your account.

## **SECTION E - OUR RELATIONSHIP**

### Chapter 11: Keeping in touch

#### How you can contact us

Here are the details if you need to contact us for any reason.

1	Ċ	6	٦	
1				

#### Online

Send us a secure message in Online Banking



#### By Phone

On 0330 678 2811 if you're in the UK

On 44 1908 937 222 if you're in another country



#### By post

cahoot, 1 Mays Meadow, Belfast, BT1 3PH



#### If you have speech or hearing difficulties

On 18001 0330 678 2811

If you have a textphone and wish to use the Text Relay Service



#### Remember!

- We'll only communicate with you in English. And we can only deal with communications from you in English.
- If you need information in another format, let us know. You can also find information about this on our website.

#### How we'll contact you

We'll need to contact you about your account for various reasons. For example, to let you know if there are changes to your terms and conditions and to send you statements relating to your account.

We'll send you secure messages in Online Banking. We'll contact you by post at the most recent address you have given us. If we have your email address or mobile phone number, we may also contact you in any of those ways.



#### Remember!

- Communications between us may contain confidential information. If anyone else has access to your email or mobile they may see this.
- It's important you tell us as soon as possible if your contact details change, such as your name, address, phone number or email address. If you don't, we won't be responsible if you don't get information or notices from us.

If we need to contact you urgently about your account, we'll use the fastest and most secure way of contacting you. This might happen, for example, if we suspect fraud on your account.

#### Statements

We'll provide you with information about your payments and any interest or fees on your account in Online Banking. We'll update this information each time you make a payment.

This information will also be in the statements we give you in Online Banking. How and when we give you statements depends on the type of account you have.

If you have a joint account, we'll only send one statement addressed to both of you unless you ask us to send a statement to each of you.

We won't send you a paper statement unless you specifically ask us for one. If you have a joint account, we'll send your statements to the address(es) you ask us to.

We may send you statements more or less often if we need to for legal or regulatory reasons.

#### If you may be subject to tax requirements in another country

To follow the law, we may be legally obliged to share information about you and your account with HMRC who in turn may pass this information on to overseas tax authorities. You agree that we can give documents or information to HMRC for this purpose.

If we ask you to give us personal information or documents so that we can decide if we need to share information with HMRC, you agree to do this within 30 days of our request.

You'll need to let us know if any of this information changes after you give it to us. We won't be responsible for any loss you may have if we disclose information about you in this way.

### Chapter 12: Joint Accounts

Unless the specific conditions say differently, all of our accounts can be held jointly with another person.

#### What does this mean?

Each of you can operate the account on your own, without the other's approval. This means, for example, we'll make payments if one of you asks us.

Each of you is separately responsible, and together you are jointly responsible, for any money which is owed to us on the account.

We'll give each of you access to Online Banking, but you can't use these jointly.

#### Changes to joint accountholders

We'll usually only remove a joint accountholder if you both ask us to do so.

If we reasonably believe that an accountholder is suffering or carrying out domestic or financial abuse we may remove one of the accountholders from the account without the agreement of the other accountholder.

#### What if you have an argument with another joint accountholder?

If one of you tells us there is a dispute between you, we may require all of you to approve further instructions about the account. For example, this means you won't be able to make any payments on your own through Online Banking.

Each of you will still be responsible for the account individually and jointly.

#### What if one of you dies?

If one of you dies, the remaining account holder may continue to operate the account in the same way as before.

We may share information about the account with the deceased's personal representatives. This could include historical information about how the account was used as well as statements and details about the state of the account up to when the person died.

If there is no surviving accountholder:

- we'll freeze the account. This means we won't make any payments out of the account.
- we'll hold the money until we receive instructions from your estate.

## Chapter 13: Making changes

This agreement may last for a long time, so we're likely to need to make changes to it from time to time. We might change these terms or your account's specific conditions. This includes the interest rates or fees (such as adding or removing fees) as well as other terms. We have listed below the reasons why we might make changes.

We'll only make changes for these reasons if it's reasonable for us to pass the impact of that change on to you – and we'll never make changes to cover the same cost twice. We can't predict the future, so we may also need to make changes for reasons that aren't covered here.

#### Reasons why we might make changes

- To take account of a change or a change we reasonably expect in the interest rates we receive or we have to pay.
   For example, this could be due to a change in the Bank of England base rate.
- To reflect a change or a change we reasonably expect in our underlying costs including any relevant funding costs.
  - For example, this could be due to changes to our borrowing costs or operational costs, such as for our staff and building costs that need to be allocated across our customer base.
- To take account of a change or a change we reasonably expect in law, regulation, industry code or guidance including any decision by an ombudsman, court, regulator or similar body.
  - For example, this might be where a court or the Financial Ombudsman makes a decision which has an impact on our customers. If that happens, we may need to make changes to this agreement to account for it.
- $\circ\,$  To take account of changes to how we do business, such as the introduction of new technology.
- For example, this could be to reflect advances in digital banking or the adoption of new ways of processing payments.
- $\circ\,$  To make our agreement clearer or more favourable to you.
- To reflect a change or a change we reasonably expect that affects us if it is reasonable for us to pass the impact of the change on to you.

#### Other changes

Where our agreement isn't for a fixed period, we may need to make changes without giving you a reason. This could be to our interest rates, fees or other terms. If we do this, we'll give you 2 months' notice before we make the change and let you close your account if you're not happy.

#### When we'll tell you about changes

The amount of notice we give depends on whether your account is a payment account or non-payment account. We explain what these are in the section 'Using third party providers'. If you're not sure what type of account you have, **ask us!** 

The tables below explain the types of changes we might make and when (and how) we'll tell you about them.

#### **Payment accounts**

Type of change	When we'll tell you	How we'll tell you
Increase the interest rate we pay you	Within 30 days of making the change	<ul> <li>Personally; or</li> <li>By putting a notice on our website.</li> </ul>
Reduce the interest rate we pay you	At least two months before the change	• Personally.
Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)	Within 30 days of making the change	<ul> <li>Personally; or</li> <li>By putting a notice on our website.</li> </ul>
Changes to our exchange rates	We'll make the change immediately and without telling you	<ul> <li>You can ask us for our latest exchange rates.</li> </ul>
Convert your account to another account in our range. For example, if you no longer qualify for the account or we decide to no longer offer that particular type of account.	At least two months before the change	• Personally.
All other changes	At least two months before the change	• Personally.

#### Non-payment accounts

Type of change	When we'll tell you	How we'll tell you
Reduce the interest rate we pay you	At least 14 days before the change	∘ Personally.
Increase the interest rate we pay you	Within 30 days of making the change	<ul> <li>Personally; or</li> <li>By putting a notice on our website.</li> </ul>
Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)	We'll make the change immediately and without telling you	<ul> <li>You can find out by calling us or on our website.</li> <li>You'll also see your interest rate in Online Banking.</li> </ul>
Changes to our exchange rates	We'll make the change immediately and without telling you	<ul> <li>You can ask us for our latest exchange rates</li> </ul>
Convert your account to another account in our range. For example, if you no longer qualify for the account or we decide to no longer offer that particular type of account.	At least two months before the change	° Personally.
Other changes that are not to your advantage	At least 30 days before the change	• Personally.
Other changes to your advantage	Within 30 days of making the change	<ul> <li>Personally; or</li> <li>By putting a notice on our website.</li> </ul>



#### What we mean when we say we'll tell you personally?

This means we'll send you a notification about the change. We may do this in any of the ways we contact you, such as by post, email, text, statement message or secure message in Online Banking.

#### If you're not happy with changes to your account

If you're not happy with a change relating to your account which we tell you about in advance, then you can close your account without charge. How this works depends on the account you have and the change.

When you must tell us you're not happy
Before the change takes effect
If the change is to an interest rate or fee Before the change takes effect. Or, within 30 days from when we tell you about the change if we give you less notice than this.
<b>For any other changes</b> Before the change takes effect. Or, within 60 days from when we tell you about the change if we give you less notice than this.
If B M F B

Unless you tell us within these timings, we'll assume you've accepted the change we've told you about.

### Chapter 14: Transferring this agreement to another person

#### What we can do

We can transfer any of our rights or responsibilities under this agreement to another person. For example, we may do this if you don't repay money you owe us and we appoint someone to collect it.

We'll only do this if all of the following apply.

- we consider that person is capable of performing our responsibilities.
- that person agrees to follow a statement of policy we approve before the transfer.
- that policy is no less favourable to you than the way we acted before the transfer.

#### You can't do this

You can't transfer any of your rights or responsibilities to anyone else. For example, you can't use your account as security for money you borrow from someone else.

### Chapter 15: When we may not be able to provide our services

We'll do our best to do what we say we will do in these terms. But there may be cases where we can't. We won't be responsible for any losses you may have if we can't do what we were meant to in the following situations:

- Something outside our control has happened which wasn't normal and we couldn't have predicted. And we wouldn't have been able to stop it from affecting you even if we tried our best to.
- We would be breaking a law or regulation if we did.

### Chapter 16: The law and courts which apply to this agreement

#### Which law applies?

English law.

#### Which courts will judge any disputes?

Usually this'll be the courts of England and Wales unless you live in Scotland or Northern Ireland. If so, you can use that country's courts too.

#### Making a complaint

If you're unhappy with our service for any reason, please contact us. We'll try to resolve your issue as quickly as we can.

You can also get further information on our complaints process, including our timescales for dealing with your issue, on our website or in our Complaints Leaflet. Ask us if you'd like a copy.

If you're not happy with how we deal with your complaint, you may be able to refer it to the Financial Ombudsman Service (FOS).



#### For details of how to complain to the FOS

Check www.financial-ombudsman.org.uk.

Under the Payment Services Regulations we have legal requirements to provide you with certain information about your transactions and how we operate your account. If you think we have failed to meet these requirements, you can complain to the Financial Conduct Authority (FCA).



#### For more information on how to do this

Check: www.fca.org.uk/consumers/how-complain/report-payment-services-e-money-firm

### Chapter 17: Closing your account or ending this agreement

We'll provide you with accounts and this agreement will last until you or we end it.

#### How you can do this

If you want to do this, then you just need to tell us.

- You can close your account during your 'cancellation period' if you change your mind and the interest rate we pay you is not fixed. This is 14 days starting from the day after we confirmed your account is open.
- You can also do this at any time online or by phone.

#### When we can do this without telling you

In some situations we may close your account or end this agreement immediately without telling you first. We'll only do this if we reasonably believe that:

- You haven't acted in the way you agreed in these terms. Either on more than one occasion or in a serious way. For example, this would include if you don't provide us with information we've reasonably asked for on more than one occasion.
- You've behaved abusively, offensively or violently towards our staff. Or you use abusive or offensive language in instructions you give us.
- You've become bankrupt.
- You've misused your account. This will include, for example, if you use your account for:
  - a business purpose.
  - looking after someone else's money when you haven't agreed this with us.
  - economic crime (such as money laundering, fraud, bribery, corruption, terrorism finance) or avoiding sanctions.
- You've acted dishonestly or you give us false or misleading information.
- You ignore repeated warnings we give you relating to dishonest schemes (such as scams or fraud risks on your account).
- You've acted fraudulently or illegally.
- Keeping your account open may cause us to break or not follow any law, regulation, court order, code or other duty that applies to us. Or, it means we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

#### How we can do this by telling you in advance

If we want to close your account or end this agreement in any other situation, we'll always give you notice before we do it. We'll give you 2 months' notice unless your account is a non-payment account, in which we case we'll give you 30 days' notice.

#### What happens if you or we close an account

Before an account is closed, we'll:

- take any money you owe us, including fees or interest which haven't yet been charged to your account.
- take any money we need to make any payments you have asked us to make.

Unless we can't for legal reasons, we'll then send you the money in your account plus any interest we owe you.

If you ask to close an account, we'll only close it and send you any money after you have paid off everything that you owe us. If we close an account and you still owe us some money, we'll close your account but this agreement will continue until you have paid everything that you owe us.

We can also help you switch to another cahoot account if you wish to.

#### When we won't return the money to you

We may retain money in your account and not pay it to you in some situations.

We'll only do this if another person claims that the money belongs to them or you don't address any concerns we have about the origin of the money.

If this happens, we'll close your account and hold your money in a separate account which you won't be able to access. These terms will continue to apply. We'll continue to hold the money until these issues are resolved.

### **SECTION F – OUR FEES**

Unless we say differently in your account's specific conditions, the table below sets out the standard fees for payments and other services on our savings accounts. All fees include any VAT unless we say otherwise. You can also find details of any additional fees for your account in the specific conditions.

We'll take any fee from your account when we make the particular payment or provide the service to you.

Payment type or other service	Fee
Paper statement	£5
Responding to a status enquiry or providing a banker reference	£10



#### What is a 'status enquiry' or 'banker reference'?

Occasionally, someone may ask you to show that you have an account with us. Or, they may want confirmation of how much money you have in your account. For example, a landlord might ask for this before they rent a property to you.

We can provide you, or another person for you, with a letter which confirms the status of your account. This might include, for example, what account you hold, when it was opened and the current balance. We'll only do this if you ask us to.

Payment type or other service	Fee
CHAPS payment	
Foreign currency payment	£25
International payment	
SEPA payment	Free

## PART 2 – IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

#### **Compensation arrangements**

We're covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account and not to each separate account.

For further information about the compensation provided by the FSCS, including the amounts covered and eligibility to claim please:

- ° call us on 0330 678 2811
- ask at your local Santander branch
- refer to the FSCS website www.FSCS.org.uk
- call the FSCS on 020 7741 4100 or 0800 678 1100

Only compensation related queries should be directed to FSCS.

#### Santander UK plc and cahoot

Santander UK plc is an authorised deposit taker and accepts deposits under this name and the cahoot and Santander Corporate and Commercial trading names.

#### Our regulatory status

cahoot provides savings and banking products to customers. cahoot is a division of Santander UK plc. Santander UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 106054).

Santander UK plc is also licensed and regulated by the Financial Conduct Authority in accordance with the Consumer Credit Act 1974 to provide the overdraft services on your current account.

To see details of our registration please visit the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Santander UK Registered office: 2 Triton Square, Regent's Place, London NW1 3AN.

#### **Dormant accounts**

We participate in the Dormant Assets Scheme. The purpose of the scheme is to enable money in inactive accounts to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

The scheme is run by Reclaim Fund Limited (RFL). RFL is a not-for-profit body which is authorised and regulated by the Financial Conduct Authority.

We may transfer balances to RFL if an account has been inactive for 15 years or more. If we do, you'll still have a right to this money and you'll be able to reclaim this from RFL. We'll be responsible for managing that process for RFL so contact us if you want to know how to get your money back.

cahoot is a division of Santander UK plc. Registered Office: 2 Triton Square, Regent's Place, London, NW1 3AN, United Kingdom. Registered Number 2294747. Registered in England and Wales. www.santander.co.uk. Telephone 0330 9 123 123. Calls may be recorded or monitored. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register. cahoot, Santander and the flame logo are registered trademarks.