

Wesleyan Bank Ltd

General Terms and Conditions

Introduction

These Terms and Conditions explain our obligations to you and your obligations to us; and apply to all the accounts you have with us and the services we provide in connection with your accounts. They include the terms applicable to telephone and internet banking. The procedures you must follow for our Internet Banking Service are contained in the user guidance we give you in any form including electronic help texts. You must follow these procedures when using the services.

Your agreement with us is contained in these general Terms and Conditions, the additional conditions and the application form. The additional conditions include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service.

We will tell you what these additional conditions are when you open an account or apply for a new service. They are set out in material we publish which you can ask for at any time. We may also publish them on our website. If the additional conditions are inconsistent with these general Terms and Conditions, the additional conditions will apply.

Please take time to read them carefully. They are important because they are part of the legal agreement between you and us for your account. If you find any of the Terms or Conditions unclear and would like us to clarify anything written here, please contact us at Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE. Telephone: 0800 358 1122.

These Terms and Conditions are governed by the law of England and Wales. Any banking Terms and Conditions implied by law will also apply to this agreement. Wesleyan Bank Ltd is authorised for accepting deposits by the Financial Services Authority. It is registered in the FSA's register with register number 165116.

Definitions

In these conditions:

- **Wesleyan Bank Ltd** is referred to as **'we'** or **'us'**.
- **'account'** refers to any account you have with Wesleyan Bank Ltd.
- **'you'** means any customer operating an account with us and include (where appropriate) any person you authorise to give instructions on your accounts.
- **'working day'** means Monday to Friday from 9am to 5pm, unless that day is a bank holiday in England.
- **'automated payments'** include automated payments to and from your account and include BACS, CHAPS, standing orders, Direct Debits, internal payments between your accounts with us, payments made using the Faster Payment Service and payments made through our telephone service or our Internet Banking Service. (Not all automated payments are available on all accounts.)
- **'CHAPS'** stands for the Clearing House Automated Payment System and is an electronic process for bank-to-bank same-day payments made within the United Kingdom.
- **'nominated account'** is an account that you choose to receive transfers by automated payment from your account. It must be in the same name(s) as your account.
- **'reference rate'** means any rate which is linked or set against an externally set interest rate such as the Bank of England base rate.

Opening an account

The account is available for personal use by individuals or joint (not more than two) account holders who are permanently resident in the United Kingdom and aged at least 18 years. It may not be used by companies, partnerships or businesses.

You can open the account by completing and signing the application form and returning it to us together with your initial deposit.

When we receive an application we are obliged to verify the identity of the applicant and we may make any enquiries concerning the applicant that we think are appropriate; this may include undertaking a search with a credit reference agency. We may decline to accept any application (whether from a new customer or existing customer) without giving any reason.

Your right to cancel

After we receive your application form we will send you a cancellation notice. From the day you receive your cancellation notice you have 14 days to re-consider your choice of the account.

If you do decide to cancel, we will help you switch accounts or we will give you your money back with interest.

Joint accounts

If there are two or more people named as account holders, we are authorised to act upon instructions (in writing, by telephone or via our Internet Banking Service) given by either of the account holders, unless either of the joint account holders tells us that this authority is revoked, in which case we will act only upon the written instructions of both joint account holders.

Either one of you can withdraw the whole balance in the account irrespective of which of you deposited the funds.

If one of you dies, we will continue to accept instructions in connection with your account from the survivor.

If you no longer require a joint account, you must tell us how the funds are to be divided.

To the extent that there is a disagreement about who owns the money in your account or how it is to be operated, we may freeze your account. This means we will not allow anyone to take money out, pay money in (unless we agree) or carry out any other transaction until we are satisfied that the disagreement is settled.

If two persons are named as the account holder each person can be held fully responsible for any debt on the account. This is known as **'joint and several'** liability.

Contacting each other

We may contact you by post, telephone, e-mail or secure message using the latest address, telephone number or e-mail address you have given us. It is your responsibility to ensure that we have your current contact details.

We will normally contact only the joint account holder named first in our records subject to any legal requirements or unless you request otherwise. The first named account holder is responsible for passing information we send to the other account holder. The other joint account holder will be bound by the contents of such communication.

You can contact us at the appropriate address and telephone number we give you, or by internet following the user guidance.

We will record telephone calls between you and us, in order to keep a record of your instructions. If you disagree with us about any instructions you give over the phone we can use the recording to check what was said. Calls may also be monitored, to assist us in assessing the quality of our service.

Giving us instructions

Giving us instructions (automated payments)

This section applies to the following services: payments made using the online and telephone banking services, Faster Payments, BACS, CHAPS, Direct Debits, standing orders or any other automated payment.

Before we carry out instructions to make an automated payment on your account these must be authorised by you in one of the following ways: by calling Wesleyan Bank on 0800 358 1122 or logging onto our Internet Banking Service, by providing your personal security details to us and requesting an available withdrawal from your account; in writing and signed by you or an authorised person; providing your account details to complete an automated payment from your account.

We may tell you that instructions must be given in a specific way for a particular account or service.

Your instructions to carry out a payment can include a single payment, a series of recurring payments (including payments for an indefinite period) or pre-authorising a future payment of a certain (or uncertain) amount.

In the event that a transaction has not been properly authorised by you, you may authorise the transaction after it has been made by providing your consent to the payment either orally or in writing to us.

When you tell us to make a funds transfer via our Internet Banking Service, by post, by our telephone banking service or by standing order, and provided you tell us before 4pm on a working day, the maximum time it will take to reach the recipient's bank will be the next working day following the day the instruction was received. If possible we will use the Faster Payments system, meaning the funds will, in most cases, be available in the recipient's account the same day. The Faster Payments system depends on the recipient's account being able to receive the monies and on financial limits. If you request a same-day transfer this will be sent by CHAPS; there is a charge for this service as detailed in our account tariff.

Where we receive your instructions, and provided it is authorised as detailed above to make a payment from your account, we have set out below details of the transaction times for each type of payment and the time in the day prior to which your instructions must be received to allow the payment to begin being processed that day.

Type of automated payment out	Cut-off time	When the payment appears on your statement (transaction date)	When the payment stops earning interest	When the payment is available to the payee
Online Banking, Telephone Banking, Postal Instruction or Standing Order	Completed instruction by 4pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Next working day following the receipt of a request for payment
CHAPS	Completed instruction by 2.30pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Same day
Internal transfers to other Wesleyan Bank accounts	Completed instruction by 4pm Monday to Friday	On the working day you instruct us to send the payment	Immediately on the date we send the payment	Same day
Direct Debit (only available on Privilege and Cheque Accounts)	Not applicable	On the day we receive the request for payment	On the day we receive the request for payment	Three working days from the receipt of a request for payment

Where an instruction is received after the cut-off time specified above it will be treated as having been received on the next working day.

Certain automated payments may require additional authorisation in accordance with our security procedures. If this is necessary your instruction will be treated as being completed after the security check. If this happens, your payment will normally still be sent at the instructed time. We will always adjust the effective date for the interest to ensure that you never lose interest because of a security check.

When you give us an automated payment instruction you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK and any other details we ask you for, such as the name of the person you are sending the payment to, so we can make the payment. We may ask you to check and confirm your payment instruction. You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you sent us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.

We will not make a standing order payment from your account or a future-dated payment instruction on a day which is not a working day. If you ask us to do so, we will treat it as if the payment were scheduled to be paid on the next working day.

We will allow Direct Debit payments to be collected from your account on the date specified in the Direct Debit instruction. If you give a business or other organisation (in the UK) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.

If 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 who set it up. You should also contact them to let them know what you have done and why.

Other than in the case of future-dated payments and cheques, once a transaction is authorised by you it cannot be changed or cancelled because we start processing it when we receive it.

A future-dated payment can only be cancelled up to the end of the working day before the day set for its execution.

Where you have set up instructions for a number of recurring transactions you may cancel this instruction by contacting us. This will cancel any of the recurring payments which are set for execution after the end of the day of cancellation where this is a working day. Where the cancellation is received on a non-working day, it will cancel any recurring payments which are set for execution after the end of the next working day.

If you wish to cancel or change a Direct Debit, as well as telling us, you must tell the business or organisation to make sure the payment is cancelled.

Where you instruct us to make a payment to a person or account outside the UK, or in a currency other than in sterling, this is not covered by this agreement and you will be given separate conditions and details at that time.

For security reasons we cannot accept instructions by fax.

We are unable to process instructions sent to us via insecure e-mail. If you send us an e-mail, you cannot assume that it has reached us until we return an e-mail acknowledging receipt.

Giving us instructions (cheque payments)

You must complete cheques so that they are not easy to alter.

When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account.

It is your responsibility to make sure you have available funds in your account to cover any cheques you have written. If you do not have the available funds to make the payment or you have exceeded a limit we have applied to your account, the cheque will be returned unpaid.

You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. If you want to make a payment on a future date you can do so by instructing us in writing, by telephone or by our Internet Banking Service.

We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque; however, we reserve the right to return any such cheque unpaid.

We may debit any cheque to your account without notifying you even if the cheque contains technical irregularities.

If someone asks you to replace a cheque (for example because they have lost it or there is a problem with it) it is your responsibility to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

You can stop a cheque before it has been presented to us for payment unless it has been guaranteed. We may make a charge for stopping a cheque. Details of charges for stopping cheques are set out in our account tariff.

Refusing instructions

We may refuse to carry out a payment instruction if: you do not have the available funds to make the payment or you have exceeded a limit we have applied to your account; the payment instruction is not clear; the wrong security details have been used for your account; there is a legal requirement or a court or other authority that tells us to act in that way; the payment seems unusual compared with the way you normally use your account; we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain, a service or money illegally or fraudulently; you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so); a bankruptcy order is made against you or we think that one is likely to be made; an administration order has been made under the appropriate legislation which covers how you are to repay money you owe; we reasonably believe that someone else may have rights over money in your account (in this case we can also ask a court what to do, or do anything else we reasonably need to do to protect us); the relationship between you and us has irretrievably broken down (for example if you have been threatening or abusive to our staff); the terms of the account prevent completion of the transaction; circumstances beyond our reasonable control prevent us from offering a normal service (such as an act of terrorism, computer failure or industrial action); or any other reason set out separately in this agreement applies.

For security purposes we have internal controls on the maximum amount that can be taken out of your account in certain circumstances. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.

We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.

If we prevent you from using your account or refuse to make a payment under this condition, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce any inconvenience to you.

Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity, but in any case by the time the payment should have reached the bank you asked us to make the payment to.

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

Safeguards and corrective measures

A payment instrument is any personalised device or set of procedures used by you in order to instruct automated payments from your account.

You will not be able to give a payment instruction if we have stopped or suspended your ability to use a payment instrument. We can do this if we reasonably consider it necessary for reasons relating to the security of your account, or a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it will undermine our security measures, we will try and contact you by telephone or in writing in advance to tell you that we have done this and our reasons for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

We will allow the use of the payment instrument or replace it with a new payment instrument as soon as practicable after the reasons for stopping its use cease to exist.

You must use the payment instrument in accordance with the terms and conditions governing its issue and use as provided to you.

You must take all reasonable steps to keep its personalised security features safe at all times.

You must notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the payment instrument. For unauthorised payment transactions, notification must be no later than thirteen months after the debit date for the transaction.

We will ensure that appropriate means are available at all times to enable you to notify us of any loss, theft, misappropriation or unauthorised use of the payment instrument.

If you notify us as above, we will, upon your request, provide proof that such notification was made at any time during a period of eighteen months after the alleged date of the notification.

We will prevent any further use of the payment instrument once notification as above has been made by you.

As soon as you become aware of the loss, theft, misappropriation or unauthorised use of a payment instrument then you must contact us immediately on 0800 358 1122 (+44 121 212 0899 from abroad) or by writing to Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE.

Unauthorised and incorrectly executed payments

If you become aware that an automated payment has not been properly authorised by you or has been incorrectly executed you must notify us by calling 0800 358 1122. We will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount. This notification must be provided as soon as you become aware of the error and in any event within thirteen months of the date the transaction is debited to your account. If you do not notify us, or you notify us more than thirteen months after it was made, you will not be entitled to a refund under this condition.

We are responsible for a transaction which was not or which was incorrectly executed and you notified us in accordance with these conditions.

A claim for a refund will not be accepted if you have consented to the transaction.

We will not be liable where we can prove the payee's bank or building society is at fault.

You can ask us for a refund where a pre-authorised transaction did not specify the exact amount of the transaction at the time your authorisation to the transaction was provided and the amount charged by a supplier was more than you could reasonably have expected, taking into account normal spending patterns on account or the circumstances of the transaction, and you request a refund within eight weeks of the date the payment was made from your account.

We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to a refund.

This does not affect your rights under the Direct Debit Scheme.

Your liability

You are liable for all losses incurred in respect of an unauthorised automated payment transaction where you: have acted fraudulently; have with intent or gross negligence failed to comply with your obligations under these conditions.

Subject to the above you are liable up to a maximum of £50 for any losses incurred in respect of unauthorised payment transactions arising: from the use of a lost or stolen payment instrument; where you have failed to keep the personalised security features of the payment instrument safe from misuse.

You are not liable for any losses incurred in respect of unauthorised payment transactions processed by way of a payment instrument which arises after any notification.

Payments into your account (deposits)

You may pay money into your account by: sending us a cheque through the post (using one of the pre-paid envelopes provided); giving us instructions to transfer funds from another Wesleyan Bank account in your name (subject to the terms and conditions applicable to that account); by transfers from other banks or building societies; by direct transfer from Wesleyan Assurance Society products.

When you or someone else pays money into your account you cannot withdraw it until it has cleared. It also takes time before the payment has an effect on the interest we pay you. This depends on how the money is paid in. The table below sets out the number of working days before the money starts to earn interest and how long you have to wait to withdraw sums you pay into your account.

	When the payment appears on your statement (transaction date)	When you start getting the benefit of any interest (effective date)	When you can use the money (availability date)
Cheque	No later than the day after we receive it	Two working days after we receive it	Four working days after we receive it
CHAPS	On the day we receive it	On the day we receive it	On the day we receive it
BACS	On the day we receive it	On the day we receive it	On the day we receive it
Faster Payment	On the day we receive it	On the day we receive it	On the day we receive it
Bank GIRO	On the day we receive it	Two working days after we receive it	Four working days after we receive it
Internal transfers from other Wesleyan Bank accounts	On the same day	On the same day	On the same day
Transfers from Wesleyan Assurance Society	On the day we receive it	On the day we receive it	On the day we receive it
Direct Debit from an account	On the day we request it	Three working days from us requesting it	Four working days from us requesting it

If we receive a cheque after 3pm or on a day which is not a working day, we will deal with it as if we had received it on the next working day.

If any cheque or Direct Debit payment is returned to us without it being paid we will take the same amount out of your account and adjust the interest we have to pay you. We may re-present it for payment. If we do so we will treat it as a new transaction.

If you pay a cheque into your account and we let you take some or all of the amount of the cheque out of your account, that does not mean the cheque has been paid by the paying bank. If the cheque is returned to us without being paid we may take the amount of the cheque out of your account unless more than six working days have passed since the day we received the cheque. After six working days have passed we cannot take the amount of the cheque out of your account without your consent, unless you are a knowing party to a fraud.

Cheques paid into your account should be denominated in sterling and be made payable to you. We will not accept a cheque payable to a third party for the credit of your account. If you want to pay a cheque into your account you should write your account number on the back of the cheque and send it to us using the pre-paid envelopes provided.

For security reasons you should not send cash to us through the post. If you do so and it is lost before we receive it, we will not be liable for the loss.

If you receive money into your account in a foreign currency, the amount of the payment will be changed to sterling by our clearing bank on the day they receive it. They will use their standard exchange rate for buying the relevant currency that applies on the day they receive the payment. You can find out this rate by calling us. They may make a charge for this service which we will pass on to you. We will tell you the full amount of the payment and any charges that applied.

We may at any time refuse to accept further deposits to your account or limit the amount that may be paid in without giving any reason.

Available funds and overdrawn accounts

The available funds is the amount you can use to make payments out of your account each day. This will be the cleared credit balance that is available for you to use on your account. When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.

Where you do not have available funds to make a payment you will not be able to make that payment (and we will tell you we have declined your request). The charges that apply are set out in our account tariff.

The account may not be overdrawn, but if any debt arises on the account you will be responsible for repayment. You must repay all amounts owing to us on your account in full on our written demand together with any interest, charges or other applicable fees we may make. We will send any written demand by first-class post to the address you last notified to us. Any such demand will be treated as having been received by you 24 hours after posting.

You will pay interest on any overdrawn amounts. Please refer to the condition titled **'Interest'** and to our account tariff.

Set off

If we owe you money on a savings or other account under this agreement or another agreement with us, and you have failed to pay us any amount you owe us on an overdraft, personal loan or any other credit agreement you have with us, we may use the money we owe you to reduce or repay the amount you owe us. This is called a right of 'set off'. We can use our set-off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set off. If you have told us that money you hold on an account in your name is not yours, but someone else's, we will not use the set-off rights we have under this agreement against the money in that account.

We can use our set-off right where you have accounts which are only in your name as well as joint accounts.

If we are legally required to hold money in an account in your name for someone else, or pay it to someone else, then unless otherwise required by law we will only hold for, or pay to, that person what is left after we have used our set-off rights to repay what you owe us.

Internet Banking Service

The service is available for use from within the UK only. If you use our Internet Banking Service outside the UK, you do so at your own risk, as it may constitute an offence in that country.

The service is for use with personal accounts only and not for business purposes or clubs and unincorporated associations.

We will take reasonable care to ensure the security of and prevent unauthorised access to our Internet Banking Service.

You must ensure your computer and modem comply with the standards and requirements we tell you from time to time; carry out your own virus checks; follow the procedures and instructions in the user guidance that we give you from time to time; not attempt to change any software provided by us; not copy or allow any third party to use or copy any software provided by us without our consent; tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud.

When you access the service you must make sure that you are using your own computer or one which you have been given permission to use for the specific purpose of accessing the service, and no-one can see you do so, particularly if your computer is linked to a local area network.

You must always exit the service when leaving your computer unattended and must never let anyone else access the service with your customer security codes.

When you access the service you must ensure all the transactions and information you input are accurate. The records we maintain of any instructions you give us by computer will be final evidence of your instructions and of the time they are given except where there is an obvious mistake. You must not modify, delete or add to on-line data in any way.

We cannot guarantee the speed of the service or access to the service due to, for example, routine maintenance, or that the service will be free from interruption.

You must contact us immediately on the telephone number we give you if you become aware of an error or potential error in the service, or in any transaction resulting from any use of the service. You should check your statements and the date and time of the last use of the service on a regular basis.

You agree that, in the event that you have asked us not to send you information about our products and services, we may, nevertheless, advertise our products and services on the website through which you access the service.

Interest

We will give you details of our current rates of interest in our Interest Rate guide or other additional conditions. You can also find out about them by contacting us on 0800 358 1122 and on our website.

We may change our interest rates from time to time. For details of how interest rates can be changed please see section **'Changes to these conditions and the additional conditions'**.

We will calculate interest we pay or charge on a daily basis (unless we have told you otherwise).

The additional conditions will tell you when we pay interest on your account. We will pay interest by crediting your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.

Interest will be paid net of income tax at the statutory rate, unless you have registered as a non-taxpayer by properly completing and sending us the appropriate HM Revenue & Customs form (which we will send you by request). If you are a non-taxpayer but have not registered with us, you may be able to reclaim the tax from HM Revenue & Customs. We reserve the right to pay interest net of tax even if you have registered as a non-taxpayer.

Money paid into the account by cheque will start earning interest on the second working day after it is credited. In the case of other payments, interest will usually accrue from the working day on which we receive the funds. Please see section **'Payments into your account'** for further details.

Money taken out of your account will stop earning interest from the day on which the withdrawal is processed by us.

Charges

We can make charges, which may also be referred to as fees, for the services we make available to you. We set out details of our charges in our Account Tariff guide or other additional conditions. You can also find out about them by contacting us on 0800 358 1122 and on our website.

If you use a special service, we will tell you the charge.

We may take money out of your account to meet any charges that are due to us.

We may change the amounts we charge you from time to time. For details of how charges can be changed please see section **'Changes to these conditions and the additional conditions'**.

We may choose for any valid reason not to make a charge which you would otherwise have to pay.

If we incur an expense as a result of anything we are entitled to do in connection with your account, you have to pay us our reasonable expenses. This includes the cost of getting back any money you owe us and any legal proceedings started by or against us in connection with your account.

Statements

We will make a statement available each month there are any payments on the account and will provide you with a paper statement at least once a year. You can call us on 0800 358 1122 to ask us for a statement.

You can ask us to send a copy of a paper statement we have already provided but we may charge you for this service.

You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

We will correct any entries we make by mistake to your account as soon as possible after you tell us about them or we notice them.

We may put messages on your statements to tell you about changes to this agreement.

Ending this agreement, closing your account and ending a service

You can close an account, stop receiving any service for which you applied separately or end this agreement completely by telling us. We may ask you to confirm this in writing. If you end this agreement, you will not be able to make further use of your accounts but we will not close them until you have returned any payment instrument we have given you and any unused cheques and you have repaid any money you owe us, including the amount of any cheques, or other payment orders you have made, which have not been taken out of your account.

Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.

When you close an account it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.

If we decide to close an account, stop providing a service or end this agreement, we will give you at least two months' notice unless we can end the agreement immediately for any of the reasons set out below.

We may end this agreement, stop providing services and close your accounts immediately if we reasonably believe that you have seriously or persistently broken any terms of this agreement or any additional conditions including: giving us any false information at any time; using (or allowing someone else to use) the account illegally or for criminal activity; inappropriately authorising a person to give instructions on your account to operate it; behaving in a manner (for example, by abusing people who work for us) that makes it inappropriate for us to maintain your account; putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your account.

We may also end this agreement (and stop providing services and close your accounts) immediately if we reasonably believe that maintaining your account might expose us (or another Wesleyan Group company) to action or censure from any government, regulator or law enforcement agency.

We may take action immediately to close an account or stop providing a service, without terminating the agreement, if we discover, after opening it, that you are not eligible for that account or service.

If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.

If there have been no payments into or out of your account for fifteen years (or other period specified by law) and we have not been able to find you after making reasonable attempts, we may transfer any money in the account to the 'reclaim fund' (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable from the reclaim fund, and if you ask us we can help you to do this.

In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing any money in your account to your personal representatives.

If you are a joint account holder and one of you dies, we can, but are not bound to, continue to act on the instructions of the remaining joint customers, including allowing them to withdraw any or all money from the account and provide instructions relating to any services or benefits of the account.

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.

Using information about you

We will store and process your information on our computers and in any other way. By **'your information'** we mean personal and financial information we obtain from you or from third parties, such as joint account holders, credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when you apply for an account or any other product or service or which you or they give to us at any other time or; learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

Wesleyan Bank Limited is part of the Wesleyan Group. The Wesleyan Group is a group of Companies wholly owned by Wesleyan Assurance Society. In order to ensure that we and any other companies you deal with within the Wesleyan Group can provide you with a fully integrated service, we will need to disclose details about you and your accounts to other companies within the Wesleyan Group.

We may also need to disclose your information to other service providers or carefully selected third parties for these purposes. If you are a joint applicant, the Wesleyan may also disclose your information where necessary to other joint applicant(s).

We will use your information to open and administer your account and for other business purposes. This may include: to consider any applications made by you; helping us to make credit decisions about you and anyone to whom you are linked financially or other members of your household; to deal with your account(s) or run any other services we provide to you; to consider and implement business, product and technology developments; to undertake statistical analysis, financial risk assessment, money laundering checks, compliance and regulatory reporting, fraud prevention and debt tracing; to help us or our insurance underwriters to make decisions on insurance proposals and claims, such as life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim; to help us identify products and services which may be of interest to you (unless you have asked us not to).

By submitting information to us, you consent to our processing sensitive personal information about you where this is necessary or appropriate. **'Sensitive'** personal data may include, for example, information relating to medical health or criminal convictions, which we may use for assessment and servicing purposes.

We and the group may use, analyse and assess your information to maintain and develop our relationships with you. We may link your information between your account(s) and other products and services you have with us or the group and with information about others with whom you have a financial link.

The information you provide will only be disclosed outside the Wesleyan Group and its associated subsidiaries in the following circumstances: for the purpose of fraud prevention or where there is a legal or regulatory obligation to do so; to carefully selected third parties for processing purposes, for example to our agents or subcontractors for operational reasons or to our affinity partners if you have an affinity product; to licensed credit reference agencies as set out below; at your request or with your consent where you have provided your agreement.

We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt. We do not give information about savings accounts to credit reference agencies.

A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

You have a right of access to your information held by credit reference agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference agencies we may use.

You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

Each employee is personally responsible for maintaining customer confidentiality. We provide training and education to all our staff to remind them about their obligations. Whilst we take all reasonable precautions and security measures to protect your personal data, we cannot be held responsible for and therefore exclude any liability for loss or misuse of personal data, which is intercepted or otherwise accessed by unauthorised persons.

We, other members of the Wesleyan Group and carefully selected third parties, may contact you by letter or telephone to inform you about other products and services that may interest you. We try to limit our customer contact programme to acceptable levels, but if you wish to exercise your right to opt out, simply inform us by any means convenient for you. Remember, however, that opting out will stop us contacting you about any of our products or services that could benefit you.

If you e-mail us, or give us your e-mail address, we will keep a record of it for administrative purposes. We will not use it or pass it to any unauthorised third parties for research and marketing purposes, unless you have provided specific consent for us to use it in this manner.

Money laundering

Like other financial organisations, we are legally obliged to collect and record information confirming customer identity and report details of suspicious transactions to SOCA (Serious Organised Crime Agency).

Under the terms of the Data Protection Act 1998 you have the right to obtain from us a copy of the information held about you, upon payment of an appropriate fee. If you see inaccurate data, please let us know so that it can be corrected.

Changes to these conditions and the additional conditions

We can change the conditions (including the additional conditions) applicable to your account as set out below.

We will not change a fixed rate on your account or any other condition, if we have agreed to fix it, for the time we have agreed to keep it fixed.

Rates on 'tracker accounts' change automatically. A 'tracker account' is an account where the interest rate tracks a 'reference rate'. This is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England base rate is an example of a reference interest rate. We will tell you in the additional terms and conditions covering a tracker account when we will apply the new rate after the reference rate has changed.

We can change interest rates on an account which does not track a reference interest rate ('managed rates') to respond proportionately to actual or reasonably expected changes in regulatory requirements affecting us, or the costs of running our accounts, including changes in our funding costs (for example, changes to the Bank of England base rate).

We may also make changes to managed rates on your account, for a valid reason not stated in this condition. Where we do make a change for any valid reason we will do so in a reasonable and proportionate manner.

Such changes may be made without advance notice if the change is favourable to you. In these circumstances we will make the new rate available on our website and through telephone banking within three working days of the change. We will tell you about the change personally within thirty days.

We will give you at least two months' advance personal notice of other changes to a managed rate.

If we provide a new service or facility in connection with your account, we may introduce a new charge for providing you with that service or facility.

We may change our charges to respond proportionately to actual or reasonably expected changes in regulatory requirements affecting us, or the costs we incur in carrying out the activity for which the charge is or will be made. We may also change our charges for a valid reason not stated in this condition. Where we do make a change for any valid reason we will do so in a reasonable and proportionate manner.

We may upgrade your account or enhance the services we provide you if we reasonably consider this is to your advantage and there is no increased cost to you.

We may also change any of the other terms of this agreement for any of the following reasons: where we reasonably consider that the change would make the terms easier to understand or fairer to you; or the change would not be to your disadvantage; or to cover: the improvement of any service or facility we supply in connection with the account; the introduction of a new service or facility; the replacement of an existing service or facility with a new one; or the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year; or to enable us to make reasonable changes to the way we look after your accounts as a result of changes in: the banking or financial system; technology; or the systems we use to run our banking business; or as a result of a regulatory requirement (or where we reasonably expect that there will be a change in a regulatory requirement).

As long as you are able to end the agreement without charge (or we agree to waive any charge that would otherwise apply), we may change any of the terms of this agreement for any valid reason not stated in this condition.

We will give you at least two months' personal notice of all changes, except the changes to interest rates which we can make without notice as set out above. When we tell you about a change we will tell you the date it comes into effect. As long as the notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your agreement with us and not accept the change. We will not make any termination charge if you terminate your agreement in this case.

Some of the terms of this agreement reflect our understanding of regulatory requirements that will not have been published when this document is printed. If we find that any term is inconsistent with a regulatory requirement which is published after this document is printed, we will not rely on that term but will treat it as if it did reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new regulatory requirement when they are next reprinted.

Our liability

We will ensure that any person to whom we delegate any of the functions or responsibilities under these Terms and Conditions is competent to carry out those functions and responsibilities.

If we cannot provide any of our services or facilities to you, or there is a delay in acting on your instructions, because of an event or circumstance beyond our reasonable control (for example, equipment, software or communication failure or a power cut or a delay in the supply of services to us by a third party), we will not be liable to you for any loss or expense which you may suffer as a consequence.

Nothing in this agreement will exclude or limit any liability we have as a result of acting fraudulently or with extreme carelessness or any duty or liability we may have to you under applicable law or any liability that cannot lawfully be excluded.

Complaints

We undertake to provide the highest standard of service, whilst acting responsibly at all times. If, however, in the unlikely event that you do have a complaint regarding the service we provide on your account, please telephone our Customer Helpline on 0800 358 1122. A leaflet detailing how we deal with complaints is available on request. Where possible we will resolve the issue on the same day.

Alternatively, you can write to us addressing your letter to:

Complaints, Wesleyan Bank Ltd, PO Box 3420, Colmore Circus, Birmingham B4 6AE.

Complaints in writing will be acknowledged within five working days of receipt. You will receive a letter within four weeks either resolving your complaint or explaining the progress made. If you believe the response to your problem is unsatisfactory, you may write to the Banking Manager, Wesleyan Bank Ltd at the above address.

If you are still not satisfied with our response, you may wish to take your complaint to the Financial Ombudsman Service. In order to contact the Financial Ombudsman Service, you should write to them at: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone them on 0845 080 1800, by e-mail to complaint.info@financial-ombudsman.org.uk or look at their website <http://www.financial-ombudsman.org.uk>. The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.

Financial Services Compensation Scheme

Wesleyan Bank Ltd is a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000.

If we are unable to pay you what we owe you, you may be able to get compensation of up to £85,000 from the Scheme. The Scheme covers accounts for individuals and small businesses in the UK and European Union, whatever the currency.

To find out more, see the Scheme's website www.fscs.org.uk, call them on 020 7892 7300, email them at enquiries@fscs.org.uk or write to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsofen Street, London E1 8BN.

Wesleyan Bank Limited

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