

# 5 Year Fixed Term Deposit Account



## Who are we?

Scottish Widows Bank opened for business in 1995 and is part of the Lloyds Banking Group. The Bank aims to produce quality financial products with excellent customer service through telephone, postal or online banking.

## Key features

- A fixed rate of interest during the five year term.
- Minimum deposit £10,000.
- Maximum deposit £5,000,000.
- Available to new and existing Scottish Widows Bank customers.
- Not linked to any investment products.
- No partial withdrawals allowed unless the account is closed, which will be subject to a charge, as set out in clause 4 of our Terms and Conditions.

## Opening the Account

- This account is available in issues, each with a certain start date and maturity date – five years later.  
The fixed rate of interest you will earn during the five year term will be determined prior to each issue and available for you to check before you choose to open your account.
- You can open an account and deposit your funds at any time from when we announce the next issue until the actual start date for that five year term. However, we reserve the right to close an issue early if demand is higher than expected. Any account opened will earn a variable rate of interest equivalent to the Bank of England Base Rate, until the start date, when the fixed interest rate will begin.
- Simply complete the application form in this brochure and send to us with a personal cheque for the deposit or make your deposit by internal transfer from an existing Scottish Widows Bank account.

## Competitive interest rates

- Interest must be paid away to either another Scottish Widows Bank deposit account or an external bank account held in your name. Interest can be paid monthly, quarterly or annually. The contracted rate of interest on your account will be lower than the annual gross interest rate if you choose to have interest paid monthly or quarterly.
- Deposits made during the offer period will earn an interest rate equivalent to the Bank of England's Base Rate at the time. This interest will be included in your first interest payment after the fixed rate is applied.

- From the start date a fixed rate of interest will then apply for the five year term.  
The fixed rate applicable to each issue can be found on our website at [www.scottishwidowsbank.co.uk](http://www.scottishwidowsbank.co.uk) or by calling our Customer Service team on 0845 845 0829.

## Interest payment

The account will earn a variable rate of interest equivalent to the Bank of England Base Rate until the actual start date, when the fixed interest rate starts (this information is on the interest rate sheet for each issue). The interest earned during this period will be added to your original investment at the start of the fixed rate period, and will be paid net.

Interest will accrue at the fixed rate from the start date and will be paid monthly, quarterly or annually to your nominated account.

Interest will be paid net to UK tax payers until the start of the fixed rate period and on all deposits under £50,000 during the fixed rate period. Non tax payers can receive interest gross subject to us receiving confirmation of your tax status. The relevant HM Revenue and Customs registration form can be sent to you, upon request, when you open your account.

All deposits of £50,000 and over will be paid without tax taken off during the fixed rate period as these are classed as 'Qualifying Time Deposits' by HM Revenue and Customs (see below for further information). The interest earned still forms part of your taxable income and you'll be responsible for declaring the income to HM Revenue and Customs and paying any tax due.

To meet the criteria of a 'Qualifying Time Deposit' the maturity date stated at the outset of each issue will be a date which is at least one business day before the fifth anniversary of the start date. In line with this, the payment date for annual interest will be set to coincide with the maturity date. Consequently, the amount of interest paid each year will not always be for 365 days.

## Qualifying Time Deposits (QTDs)

An account is a QTD if the terms and conditions for the account meet these criteria:

- the deposit is at least £50,000
- repayment to be made at a specified time within 5 years of the QTD being made (repayment on the fifth anniversary is not acceptable) and the repayment date must be specified at the outset
- makes no provision for the right to repayment to be transferred

- prevents partial withdrawals
- prevents additions

If the terms and conditions meet the five criteria then interest must be paid gross – neither the saver nor the Financial Institution are able to change this.

## If your application has been submitted to Scottish Widows Bank by an Introducer, the following applies:

- Your Introducer will not be able to make withdrawals from or deposits to your account under this arrangement and will not be able to change any account details.
- Your Introducer will receive 0.3% commission annually based on the average balance of your account. This will be paid quarterly in January, April, July and October.
- By Introducer, we mean the firm that your individual introducer represents.

## Introduced by a Financial Adviser:

- In addition to the above we will advise your Financial Adviser of your account balance on request. By completing the Financial Adviser details and signing the declaration in the application form you will be agreeing to this.
- If this arrangement changes and you no longer wish us to do this, please confirm to us in writing.

## Deposits

- Your deposit can be made by cheque or internal transfer from an existing account.
- No additional deposits can be made.
- Cheques must be drawn on an account held in your name. Building Society cheques must be verified to confirm they are from an account held in your name.

(Please arrange for the issuing branch to stamp and sign the reverse of the cheque and add your name, sort-code, account number and roll number if applicable).

Third party cheques cannot be accepted.

- Please note that we can only accept funds transferred as above. Inward transfer of credits through the bank's money transmission system, e.g. bank giro credit, standing order or dividend mandate, is not possible as there can be identification difficulties and delays outside our control. Payments made in this way may be returned automatically.

## At maturity

- At least 30 days before the end of the five year term, we will send you a letter advising of your options. These are:
  - Roll over your current Term Deposit to the one existing at the time of maturity.
  - Transfer money to another savings account with Scottish Widows Bank.
  - Transfer money to your nominated external account.

- If we don't receive any instruction from you, your funds will automatically be rolled over to a Scottish Widows Bank Variable Rate Account with interest payable at the Bank of England Base Rate.

For more information please see Terms & conditions, number 5.

## Withdrawals

- No partial withdrawals allowed.
- If you need to withdraw your money before the end of the term, you can close your fixed rate deposit account, however you will be charged an amount equal to 365 days' interest. We will work this out at the rate at which we pay interest on your fixed rate deposit account.
- We may take this amount from the interest we owe you on your account which we have not yet paid. If there is not enough interest that we have not yet paid we will take this amount from your fixed rate deposit account.
- You can ask us to pay the money in your fixed rate deposit account into another savings account with Scottish Widows Bank or your nominated external account.
- On death of customers before the end of the term, the initial capital plus the full amount of accrued interest will be returned

## Terms & Conditions

Our agreement with you is made up of these terms and conditions that apply to the 5 Year Fixed Term Deposit Account ('the account') which the account holder(s) ('you') holds with Scottish Widows Bank plc ('us') and our interest rates sheet for your particular deposit account.

You can ask us for a copy of this agreement and our interest rates sheet, at any time.

These accounts are available to people aged 16 and over. Scottish Widows Bank Plc's registered office is:

PO Box 12757,  
67 Morrison Street,  
Edinburgh,  
EH3 8YJ.

We are registered in Scotland and our company registration number is No.154554. We are authorised and regulated by the Financial Services Authority. Our Financial Services Authority register number is 201601. The main business of Scottish Widows Bank is arranging, entering into and administering mortgages and accepting deposits.

## Our contact details

Our staff are available to deal with your requirements between 8am and 6pm weekdays (from 10am Wednesdays).

You can contact us by calling:

**0845 845 0829**

If calling from overseas telephone:

**0044 131 655 2000**

You can write to us at:

PO Box 12757

67 Morrison Street Edinburgh

EH3 8YJ

Our website is: [www.scottishwidowsbank.co.uk](http://www.scottishwidowsbank.co.uk).

You can contact us using any of these contact details unless we specify otherwise.

## Defined Terms

In these conditions, the following terms have the meanings shown beside them:

**'Annual Equivalent Rate'** means the notional rate of interest which would be equal to the contractual rate of interest if it were paid and compounded on an annual basis;

**'Bank of England Base Rate'** means the Bank of England's repo rate (commonly referred to as its base rate);

**'business day'** means Monday to Friday excluding bank holidays in England;

**'CHAPS transfer'** means a transfer of money using the Clearing House Automated Payment System. We will charge you a £25 administration fee to cover the cost of making this transfer.

**'cut-off time'** means the time on each business day such that instructions received after that time will not be treated as received until the next business day. The cut-off time is usually not before 6:00pm, although the cut-off time for CHAPS transfers is 2.00pm. Please ask if you would like to know the cut-off time for a particular transaction;

**'electronic transfer'** means a payment to or from the account made by any means other than cash or cheque. Examples include a direct debit; a CHAPS transfer; a transfer to or from another Scottish Widows Bank account and a transfer arranged by telephone.

**'Lloyds Banking Group'** means the group of companies which includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

**'pre-advised account'** means the account in your name(s) with another United Kingdom bank (or building society) which you nominate as the account from which or to which electronic transfers may be made;

**'Security Details'** can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes to make an instruction or confirm your identity.

**'Gross'** This is the contractual rate of interest payable before the deduction of income tax at the rate specified by law (currently 20%).

## 1. Payment Services

**1.1** Your payment instructions can be given to us (including withdrawal of consent) by:

- (a)** Telephone – we will require your security passwords to be confirmed prior to any transactions being carried out.
- (b)** Via post – we will accept instructions by letter or postal instruction forms (these are available via our website or on request to the customer services line). Your instruction must be signed and will be checked against our records upon receipt of your request.

**1.2** With regard to your payment instructions:

- (a)** Your instructions will not be effective until we receive them.
- (b)** If you ask us to make a payment, we cannot change or cancel the payment instructions because we start processing it when we receive it, (unless it is an instruction for a future date, in which case it can be stopped or recalled up to 6pm on the business day before the instruction is to be carried out.)
- (c)** Although some payments can be made on non-business days, the processing of these payments is not completed on our systems until the next business day.

**1.3** When you request an electronic transfer to another account, you must give us the other account name, sort code, account number and any other details we ask you for such as the name of the person you are sending the payment to, so we can arrange or make the electronic payment. You are responsible for checking that the details

are correct. We will not be liable if an electronic transfer goes to the wrong person because you gave us the wrong details. If it does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the money and, if we manage to do so, we may charge you our reasonable costs.

**1.4** When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:

- (a)** you must sign instructions given on paper; and
- (b)** if you are contacting us or giving us instructions by any other method (for example by telephone) you must do so using the Security Details we have given to you or agreed with you personally.

**1.5** As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.

**1.6** You will not be able to give a payment instruction using your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:

- (a)** the security of your Security Details; or
  - (b)** suspected unauthorised or fraudulent use of your Security Details. Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.
- 1.7** We may refuse to carry out a payment instruction if:
- (a)** you do not have available funds to make the payment;
  - (b)** the payment instruction is not clear or you have not provided us with the correct details in accordance with condition 1.3;
  - (c)** there is a legal requirement or a court or other authority tells us to act in that way;
  - (d)** the payment seems unusual compared with the way you normally use your account;
  - (e)** 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;
  - (f)** we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to

ask) a court what to do, or do anything else we reasonably need to do to protect us); or

**(g)** any other reason set out separately in this agreement applies.

**1.8** Please note that transactions can only be carried out when we are fully satisfied that identification requirements are met.

**1.9** We may refuse to accept a payment into an account or an instruction for a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

## 2. Payment into your Account (Deposit)

**2.1** You can only make the payment into your account in the following ways:

- (a)** by cheque; or
- (b)** by transferring money from another Scottish Widows Bank account in your name(s) (see condition 4).

**2.2** We will only accept a payment into your account in Sterling. The minimum deposit is £10,000. The maximum balance accepted by us is £5,000,000. No additional deposits can be made.

### Cheques

**2.3** Cheques must be drawn from an account you are named on. For your protection we recommend that personal cheques issued by you are made payable to: Scottish Widows Bank <Account Holder's Name>.

**2.4** Third party cheques are not permitted. Building society cheques must be verified to confirm they are from an account held in your name. (Please arrange for the issuing branch to stamp and sign the reverse of the cheque and add your name, sort code, account number and roll number if applicable).

**2.5** We do not accept inward transfers of credit through the bank's money transmission system, eg. bank giro credit, standing order or dividend mandate is not possible as there can be identification difficulties and delays out with our control. Payments made in this way may be returned automatically and may incur a charge, currently £10.

### 3. Payment out of your Account (Withdrawal)

No partial withdrawals allowed. Early access to funds is permitted on account closure. If you need to withdraw your money before the end of the term, you can close your fixed rate deposit account, however you will be charged an amount equal to 365 days' interest. We will work this out at the rate at which we pay interest on your fixed rate deposit account. We may take this amount from the interest we owe you on your account which we have not yet paid. If there is not enough interest that we have not yet paid we will take this amount from your fixed rate deposit account.

You can ask us to pay the money in your fixed rate deposit account into another savings account with Scottish Widows Bank or your nominated external account.

On death of customers before the end of the term, the initial capital plus the full amount of accrued interest will be returned.

### 4. Payments to and from another Scottish Widows Bank Account

- 4.1** You can instruct us to make a transfer between your account and any another Scottish Widows Bank account you have under the same name(s) with us, subject to the withdrawal restrictions in condition 3.
- 4.2** We will process your instruction the business day we receive it or, if we receive it after the cut-off time or on a non-business day, the next business day, subject to the withdrawal restrictions in condition 3.
- 4.3** When we process your instructions, we will debit the money from one account and it will be credited to the other account and available to withdraw, subject to the withdrawal restrictions in condition 3.

### 5. Charges and Interest

#### Charges

- 5.1** Where you close the account at maturity and wish to withdraw your money the same day, a charge (presently £25) will be applied to cover our transfer costs. Withdrawals by other forms of electronic transfer will be made free of charge. No other charges will apply to the account for standard services.

#### Exceptional Service

- 5.2** We may charge for providing you with any non-standard service which you request in connection

with your account. We will inform you of the charge before we provide the service.

#### Interest

- 5.3** Annual Equivalent Rate (AER) is based on interest paid and capitalised to the account once each year. We may change our interest rates, charges and charging dates under condition 11.

#### Interest Rates

- 5.4** Variable interest at the Bank of England Base Rate will apply to the account until the date when the specified issue of the 5 Year Fixed Term Deposit Account starts. After the start date a fixed rate, determined prior to the specified issue being promoted, will apply

#### Interest Calculation

- 5.5** Before the start date, interest is calculated on a daily basis from the day funds are cleared. This means that you will earn interest after the second business day in respect of cheques received for the credit of the account.

#### Taxation of Interest

- 5.6** Interest is normally payable net of lower rate tax (currently 20%) but may be paid gross if you provide us with the appropriately completed HM Revenue
- 5.7** All deposits of £50,000 and over will be paid without tax taken off during the fixed rate period as these are classed as 'Qualifying Time Deposits' by HM Revenue and Customs (see section 5.8). The interest earned still forms part of your taxable income and you will be responsible for declaring the income to HM Revenue and Customs and paying any tax due.
- 5.8** An account is a QTD if the terms and conditions for the account meet these criteria:

- the deposit is at least £50,000
- repayment to be made at a specified time within 5 years of the QTD being made (repayment on the fifth anniversary is not acceptable) and the repayment date must be specified at the outset
- makes no provision for the right to repayment to be transferred - prevents partial withdrawals
- prevents additions

If the terms and conditions meet the five criteria then interest must be paid gross - neither the saver nor the Financial Institution are able to change this.

Where any of the conditions cease to be met the QTD is broken and is no longer a QTD e.g.

- additions to the deposit (including capitalised interest) withdrawal of part of the deposit before it matures, and

- pooling the deposits with other deposits

For systems reasons, we will credit interest to the account and subsequently 'pay away' the interest on the same day without ever being added to the original sum which is allowable under the QTD rules and therefore does not break the QTD

Where a QTD is broken we will pay any accrued interest referable solely to the period in which the deposit was a QTD without deduction of tax. If the deal continues to run to maturity following a partial withdrawal/addition after a QTD has been broken tax must be deducted from any interest paid.

#### Interest Payments

- 5.9** The interest earned during the initial offer period will be added to your original investment at the start of the fixed rate period. The interest earned during the five year term will be paid away monthly, quarterly or annually to either another Scottish Widows Bank account or an external account in your name.
- 5.10** To meet the criteria of a 'Qualifying Time Deposit' the maturity date stated at the outset of each issue will be a date which is at least one business day before the fifth anniversary of the start date. In line with this, the payment date for annual interest will be set to coincide with the maturity date and consequently, the amount of interest paid each year will not always be for 365 days.

### 6. Maturity

- 6.1** At least 30 days before the end of the term we will send you a letter advising of your options. These are:
- Option to open another Fixed Term Deposit Account which is available at the time of maturity
  - Transfer money to another savings account with Scottish Widows Bank
  - Transfer money to your nominated external account
  - To allow the account to revert to a variable rate, equivalent to the Bank of England base rate.
- 6.2** If we do not receive instructions from you (or we cannot reasonably comply with your instructions), on the last day of the term (or the next working day if this falls on a Saturday, Sunday or Bank Holiday), the account will revert to a variable interest rate, equivalent to the Bank of England base rate.

### 7. Identification Requirements

- 7.1** To comply with Money Laundering Regulations, Scottish Widows Bank need to verify your identity when opening the account.

**7.2** Scottish Widows Bank may make searches now and in the future about you with an online reference agency who will supply information for the purpose of verifying your identity. Scottish Widows Bank may also obtain documents from you confirming your identity and address.

**7.3** You will not be allowed to operate the account until the Money Laundering checks are complete.

**7.4** The FSA's Factsheet "Proving your Identity" will help explain why we need to verify your identity. You can get a free copy from [www.moneymadeclear.fsa.gov.uk/pdfs/proving\\_your\\_identity.pdf](http://www.moneymadeclear.fsa.gov.uk/pdfs/proving_your_identity.pdf) or by calling them on 0845 606 1234.

### 8. Communication

- 8.1** On opening an account with us, you will be allocated an account number. Its purpose is to assist us in locating your account details in order to deal efficiently with your requirements. It is not a security code but should be quoted in all correspondence and in telephone enquiries.
- 8.2** When using our telephone banking service we may monitor or record telephone calls with you in order to check we have carried out your instructions correctly and to help improve our quality of service. We reserve the right to request additional account information as is reasonable to satisfy ourselves that the telephone caller is in fact the account holder.

#### Statements

- 8.3** You will receive annual statements and annual interest certificates. At the end of the term you will receive a closing statement and an interest certificate.
- 8.4** Where we say we will write to you, we will as appropriate do so by letter, email, text, statement messages or inserts or in any other way which is sent to you individually.
- 8.5** You are responsible for checking statements and other account information we give you. You must tell us as soon as you reasonably can (by telephoning our customer service staff on 0845 845 0829) if you notice any errors on your account. If you do, or if we notice any errors, we will correct them as soon as reasonably possible.
- 8.6** We will communicate with you in English.

### 9. Security

- 9.1** You must:
- (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;

- (b) not let anyone else use your Security Details. For personal accounts this also applies to someone sharing a joint account with you as he or she will have his or her own;
- (c) keep your Security Details secure and protected from damage;
- (d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
  - (i) choosing obvious passwords or codes (such as your date of birth) as part of your Security
  - (ii) writing your Security Details on, or keeping them with your banking documentation;
  - (iii) writing down your Security Details in a way that is recognisable;
  - (iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
- (e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so.

9.2 The Security Details you provide on your application form will be held securely on file for your protection. Security Details can be changed at your request providing notification is given in writing (evidenced as required) and signed in accordance with the application form.

9.3 If you think someone else may be able to use, or has used, your Security Details (because, for example, they have found out your password), you must tell us as soon as you reasonably can by telephoning our customer service staff on 0845 845 0829. If we ask, you must give us any information you know about the misuse of the Security Details. We will pass this to the police if we reasonably think that will be useful.

## 10. Refunds

10.1 We will refund the amount of a withdrawal 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, if:

- (a) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other bank (in this case, that bank is required by law to

make the payment immediately); or

- (b) you tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised and that you are not liable (condition 12 has more information on liability). We will not refund the payment if you tell us more than 13 months after the payment was made.

10.2 If a withdrawal was not made properly or never arrived, we will (if you ask us to) make immediate efforts to trace the payment and notify you in writing or by telephone of the outcome.

10.3 If you ask us to transfer money to your account by direct debit and the payment is not made correctly or never arrived we will:

- (a) (unless we can show it was the fault of the paying bank, or you gave us the wrong payment details – see condition 1.4) immediately ask the paying bank to make the payment to us again;
- (b) if you ask us to, make immediate efforts to trace the payment and notify you in writing or by telephone of the outcome; and
- (c) refund you any charges you paid as a result.

10.4 If we can show that it was the paying bank's fault they will be responsible for:

- (a) putting the amount of the payment back into your pre-advised account;
- (b) paying you any interest you would have earned on the amount had it not been taken from your pre-advised account; and
- (c) refunding you any charges you paid as a result of the payment not being made correctly or at all.

## 11. Variation

### Interest Rate Changes without advance notice

11.1 Before the start of the specified issue of the 5 Year Fixed Term Deposit account;

- (a) variable interest at the Bank of England Base rate applies. During this time rates "tracker rate" changes automatically. A "tracker rate" is where the interest rate tracks a "reference interest 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.
- (b) where the interest rate on a tracker account changes as a result of a change in the reference interest rate we will apply the new

rate with effect from the next business day.

11.2 After the start date of the issue of the 5 Year Fixed Term Deposit Account a fixed rate of interest will apply for the term.

### Changes with advance notice

11.3 By writing to you at least two months in advance we can change:

- (a) the terms that apply to a particular account or service (such as the margin on a tracker account, the benefits included with an account); or
- (b) any of the other terms of this agreement.

11.4 We will only make a change under condition 11.3 if you can end this agreement (or close the affected account or service) before the change takes effect if you do not want to accept the change:

- (a) without charge; or
- (b) we say we will not make a charge which would otherwise apply. Unless you close your account or end this agreement prior to the proposed change date, you will be deemed to have accepted the changes to your terms and conditions.

## 12. Liability

### 12.1 If we break this agreement:

- (a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures;
- (b) we will not be liable for any indirect loss resulting from our breach.

12.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your Security Details, unless we can prove either:

- (a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- (b) that you have been very careless with your Security Details (for example if you do not tell us as soon as you think someone has discovered your Security Details or is accessing your accounts without your authority or you broke your obligations in condition 8) in which case (depending on the facts of the case and any legal requirements

that apply) you may be liable for payments from your account but only until you have told us that your Security Details have been lost, stolen or could be misused.

If you are not liable for a payment 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, and will not have any further liability to you.

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

## 13. What we do with your information

13.1 We may hold information on you for administration, research, analysis, credit assessment, money laundering checks, fraud prevention and the marketing of financial and related products and services.

13.2 In accordance with the Data Protection Act 1998 you have a right to ask for a copy of this information (on payment of an administration fee. Please call our customer service staff on 0845 845 0829 for details) and the right to request us to change any of this information if it is incorrect. The information we hold about you is confidential. We will only disclose it outside Scottish Widows Bank and other Lloyds Banking Group companies when:

- (a) you give us your consent,
- (b) it is needed by our agents and others involved in running accounts and services for you,
- (c) we or others need to investigate or prevent crime,
- (d) the law permits or requires it, even without your consent,
- (e) there is a duty to the public to reveal the information,
- (f) we need to assist any body which monitors compliance with any code of practice to which we subscribe, in discharging its functions under the code,
- (g) we need to assist the Financial Ombudsman or our regulator.

We will remind you periodically that you can request us not to send you any marketing information regarding additional services and products of Scottish Widows Bank or other Lloyds Banking Group companies by writing to us at PO Box 12757, 67 Morrison Street, Edinburgh, EH3 8YJ, quoting your account number.

**13.3** We may check what you have told us and share information with fraud prevention agencies; therefore it is important that you give accurate information. If you give us false or inaccurate data and we suspect fraud, we will record this at the fraud prevention agencies. Law enforcement agencies may access and use this information. Scottish Widows Bank and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

**13.4** Scottish Widows Bank, and any company appointed on our behalf, may make such enquiries as we consider necessary to confirm the truth and accuracy of the information given. We may supply information provided to credit reference agencies and fraud prevention agencies. Information shared amongst third parties is only used to verify your identity and to assist with the detection and prevention of fraud. We may use credit reference agency and fraud prevention agency records about you to help make decisions about you, for example:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related services, and to manage your accounts
- for motor, household, credit, life, and other insurance proposals and claims
- for fraud prevention and detection, debtor tracing, debt recovery, and to check your identity to prevent money laundering
- checking details of job applicants and employees

**13.5** Your information may, in certain cases, be disclosed to other companies in the Lloyds Banking Group or agents acting on behalf of the Group, where the interests of Scottish Widows Bank require such a disclosure. Information, including full details of the conduct of your account and any transactions that you make, may be shared and used by Scottish Widows Bank plc and other companies within the Lloyds Banking Group, to enable them to identify and advise you, by post, telephone or other electronic media, of any products and services that may be of interest to you, unless you have advised us not to do so.

**13.6** Other Lloyds Banking Group companies will not make marketing approaches to you unless you already have a relationship with them.

**13.7** Sending your personal data by E-mail is not

secure. Only include your E-mail address if you agree to Scottish Widows Bank sending you E-mails.

**13.8** We may record and monitor telephone calls with you in case we need to check we have carried out your instructions correctly and to help improve the quality of our service.

## 14. Law

**14.1** Subject to conditions 14.2 to 14.3, the law of Scotland:

- (a) governs the contract between you and us; and
- (b) forms the basis on which relations are established between you and us before the contract is made.

**14.2** If you are resident in Northern Ireland when the conditions in this agreement first apply to you the law of Northern Ireland will apply for the purposes of condition 14.1.

**14.3** If you are resident in England or Wales when the conditions in this agreement first apply to you the law of England and Wales will apply for the purposes of condition 14.1.

## 15. Complaints

**15.1** Scottish Widows Bank has in place an internal complaints procedure, details of which can be obtained by telephone from our customer service staff on 0845 845 0829.

**15.2** Alternatively you can write to us at:

Customer Services Department  
Scottish Widows Bank plc  
PO Box 12757 67  
Morrison Street  
Edinburgh  
EH3 8YJ

If we are still unable to reach an agreement with you to settle your complaint, we'll write to you with a "final response". If you are not happy with our final response, or if you do not receive it within 8 weeks, you can (unless you are a larger business customer) refer your complaint to the Financial Ombudsman Service by writing to them at South Quay Plaza, 183 Marsh Wall, London E14 9SR; by telephoning 0845 080 1800 or by e-mailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The decision of the Financial Ombudsman Service will be binding upon us.

**15.3** Scottish Widows Bank are 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 small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. 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 £85,000 each (making a total of £170,000). The £85,000 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 scheme (including the amounts covered and eligibility to claim) please call us on 0845 845 0829 or refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

## 16. Joint Accounts

**16.1** This section applies to personal account holders if more than one customer is named in the application form for your account. We will open all the accounts you have requested on this application as joint accounts. The instructions in this form will apply to all future accounts you open in both of your names unless you specifically tell us otherwise.

**16.2** A joint account means:

- (a) Both of you are separately responsible for keeping to its terms. If either of you does not keep to them, we can take action against either or both of you singly or together.
- (b) We may give any information about the account to either of you (even if you request that both of you must sign instructions to us).
- (c) Either of you will be able to withdraw any money in the account (which may be without the other's knowledge). We will not be obliged to make any enquiries about the purpose of any transactions.
- (d) The account cannot later be put into just one of your names, unless you both agree.
- (e) If there is a dispute between you about your account, we may require you both to authorise transactions until you both agree how the account is to be run.
- (f) If either of you dies, we will pay any balance on your account to the other.
- (g) If a joint account is opened we will need to verify the identity of all account holders.

**Instructions from either or both of you**

**16.3** The option of both of you to authorise all instructions on your account is not available. This is because it is not possible for more than one customer to give an instruction at the same time by telephone.

## 17. Amendments

Requests to amend account details should be made in writing and be signed by you in accordance with the prevailing instructions. For your convenience standard amendment forms are available on telephone request to the customer services line. Notice of any change of name or bank details must be accompanied by appropriate evidence.

## 18. Death of Account Holder

**18.1** If a sole account holder dies, the personal representatives may close the account (upon presentation of such evidence of their authority as we may require) by withdrawing the balance of the account together with any interest accrued without notice or penalty. If applicable, if a joint account holder dies the account may continue in the name of the surviving account holder(s).

**18.2** Alternatively, the survivor(s) may elect to close the account by withdrawing the balance of the account together with any interest accrued.

**18.3** Where the holder of a Qualifying Time Deposit dies, the deposit can remain a Qualifying Time Deposit (and be entitled to gross interest) as long as the Qualifying Time Deposit conditions are not breached. But the Qualifying Time Deposit cannot then roll over into another Qualifying Time Deposit following maturity.

If the executor closes a Qualifying Time Deposit before maturity the account will cease to be a Qualifying Time Deposit on closure. Interest accrued up to the date of closure will be paid gross.

## 19. Notice to Close the Account

**19.1** This agreement will continue until you or we cancel or end it.

**19.2** You may end this agreement, or an account or other service under it, at any time by writing to us or phoning us, subject to the withdrawal restrictions in condition 3. Where you have not told us in writing, we may require confirmation in writing.

**19.3** We may close your account at any time. We will give you not less than two months' written notice of our intention to close your account unless:

- (a) you are, or we reasonably consider you may be:
  - (i) using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
  - (ii) acting fraudulently;
  - (iii) behaving improperly (for example, in a threatening or abusive manner);
- (b) we reasonably consider that by continuing to allow you to run your account:
  - (ii) we may break a legal requirement or a court order or other authority;
  - (iii) we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator; or
- (c) you have seriously or persistently breached these conditions in any other way. If we close your account without giving you the notice beforehand, we will do so as soon as possible afterwards.

## 20. Right to Cancel

If you are not happy about your choice of savings or investment account(s), please write to us within 14 days of opening your account at:

Scottish Widows Bank plc,  
PO Box 12757,  
67 Morrison Street,  
Edinburgh  
EH3 8YJ.

We will help you switch accounts or we will give you all your money back with interest. We will ignore any notice period.

## 21. Contracts (Rights of Third Parties) Act 1999

This contract is between the Account Holder(s) and Scottish Widows Bank plc. The terms of the Contracts (Rights of Third Parties) Act 1999 and any other legal third party rights are specifically excluded except to the extent that rights are expressly conferred on other Lloyds Banking Group companies. This means that only the parties to the contract (or their legal successor(s), assignee(s) or other security holders) and other Lloyds Banking Group companies may have contractual rights.

## 22. Commission

If your application was submitted to Scottish Widows Bank by your Introducer, they will receive 0.3% commission annually based on the average balance of your account. This will be paid quarterly in January, April, July and October.

**For further information on the products and services provided by Scottish Widows Bank, please call our Customer Service Staff on:**

**0845 845 0829**

**If calling from overseas: 00 44 131 655 2000**

**Or visit our website: [www.scottishwidowsbank.co.uk](http://www.scottishwidowsbank.co.uk)**



Scottish Widows Bank plc. Registered Office: PO Box 12757, 67 Morrison Street, Edinburgh EH3 8YJ. Registered in Scotland no. 154554. Authorised and regulated by the Financial Services Authority. Our Financial Services Authority register number is 201601.

Confirmation can be obtained by visiting the Financial Services Authority website at [www.fsa.gov.uk/pages/register/48719\\_07/11](http://www.fsa.gov.uk/pages/register/48719_07/11)