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Terms and conditions

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B account

B Accounts background

The B accounts and services are provided by Clydesdale Bank PLC and Yorkshire Bank (which is a trading name of Clydesdale Bank PLC). When we refer to the "team at B", "we", "us" and "our"; we're referring to Clydesdale Bank PLC.

B is designed to be an intuitive digital banking service built into an app. It's available on our mobile banking apps and internet banking, and has lots of smart tools, evolving as it learns, to help you take control of your money.

B accounts can't be used for Business purposes.

B Current & B Instant Savings accounts

B makes saving an everyday part of banking to help you reach your goals. To help keep things simple, unlike your **B Current** account, your **B Instant Savings** account doesn't have an overdraft, you won't be issued with a card or cheque book and you won't be able to set up Standing Orders or Direct Debits. If you'd like to take money out of your **B Instant Savings** account, just transfer the money into your **B Current** account first and make your payment from there.

You may be able to make transfers from your **B Instant Savings** account to other accounts you hold with us. We'll tell you if you're unable to make a transfer into a particular account in branch or over the telephone. Apart from these transfers, you won't be able to make payments to other accounts.

If you close all of your **B Current** accounts, your **B Instant Savings** accounts will be closed or transferred to another instant savings account.

Getting started

These Terms and Conditions ('Conditions') cover our B Personal Banking accounts: **B Current** and **B Instant Savings**. Please read these Conditions and keep them safe. If there are any changes, we'll let you know. You'll need to read and agree to the Terms and Conditions for our Digital Banking Services. These terms cover the B Mobile Banking app as well as telephone and internet banking services if you use them. If your account comes with any extra benefits, you'll be given their conditions separately.

B account fees, interest rates and charges for our most common additional services are set out in the Tariff. If you'd like a copy of the Tariff and any other conditions that apply to you, please call the team at B on **0800 121 7365**. You can call from overseas on **+44 141 221 7300** (standard international rates will apply).

You can also find these documents online at: www.youandb.co.uk

You mustn't use your accounts for holding money for anyone else or use any balance as a security or other similar right unless you've agreed this with the team at B.

These Conditions mention Business Days, which are weekdays but not Bank Holidays. They also mention cut-off times – these are the times that payments and instructions can be processed up until in a day. The times differ depending on what you'd like to do so just ask if you'd like to know what they are.

Clydesdale Bank PLC (including Yorkshire Bank which is a trading name of Clydesdale Bank PLC) adheres to the Standards of Lending Practice, which are monitored and enforced by the Lending Standards Board: www.lendingstandardsboard.org.uk.

Eligible deposits with Clydesdale Bank PLC are protected by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any deposits you have with Clydesdale Bank and Yorkshire Bank. Any deposits you hold above the limit between these brands are unlikely to be covered. B is part of Clydesdale Bank and is therefore not a separate entity for the purposes of this scheme. Please ask for further information or visit: www.fscs.org.uk

Clydesdale Bank PLC is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register No. 121873. Clydesdale Bank PLC is registered in Scotland (no. SC001111). Registered office: 30 St Vincent Place, Glasgow G1 2HL.

Useful contact details

You can call the team at B on **0800 121 7365** or **+44 141 221 7300** if you're abroad (standard international rates will apply).

You can also contact the team in writing at: Team at B, Timor House, Mariner Court, 8 South Avenue, Clydebank, G81 2NR.

What can the team help you with?

General account things	Security
<ul style="list-style-type: none">Getting started and making the most of B.Keeping you in control with details of the money going in and out of your account, and your money in general.Keeping your account information up to date.	<ul style="list-style-type: none">What to do if your card or cheque book is lost, stolen or damaged or you've forgotten your PIN.What to do if you think someone knows your app, internet or telephone banking security details.Investigating what's happened if you think a payment's been made without your permission.

Going abroad?

Call the team at least 24 hours before you leave so they know you'll be using your card outside the UK.

You can ask the team for the currency exchange rate for when you pay by card whilst you're away. You'll also find the latest exchange rates online at: mastercard.com/global/currencyconversion/index.html

1. Making payments from your account

What you need to tell the team at B

Depending on your account and the channels you've signed up to use, you can make payments to payees (what we call the person, company, charity or other organisation you're paying) using any of our Digital Banking Services in branch or through a payment initiation service provider (by following the procedures required by such service provider to confirm the payment). A payment initiation service is where you authorise another business to give payment instructions to us relating to your accounts (rather than you giving those instructions to us directly by, for example, telephone banking).

Whichever way you choose to make a payment, you must give the account number, the sort code (if the account is in the UK) and any other information you're asked for so the payment can be made. You may be asked for the account name (this is sometimes a part of our security checks) but it won't form part of the payment instruction or be checked to see if it matches the account name linked to the account number and sort code.

You can also instruct us to make a payment via a payee (for example, in a shop) using the card we issue you with (including through digital wallet apps). You will usually confirm your consent to the payment instruction by putting your card into the card terminal at the payee's premises and entering your PIN or, where your card has contactless functionality, tapping your card on the card terminal.

Your payments will be processed if you have enough money in your account. If you're paying money into your account on the day you want to make a payment, please leave enough time for the money to clear into your account. When checking if you have enough money, make sure you consider any payments that are due to be taken from your account around the same time.

Making payments on future dates

Unless you're told otherwise, you must have enough money in your account by 3pm on the day you want to make the payment. If you're using Telephone Banking to make a future dated bill payment or transfer money, you'll need to make sure you have enough money in your account by 5am on the day you want to make the payment. Future dated payments may show as forecasted payments in or out at the end of the previous Business Day.

Sometimes you may not be able to make a future dated payment or transfer for the next Business Day if you've passed the cut-off time. If this happens, the team at B will let you know and you can either make the payment or transfer that Business Day or wait until the next Business Day to do it instead.

When will the payment be processed?

If you make a payment in sterling to a payee with a UK bank account, the team at B will either process it using our internal systems if they can, or use the Faster Payments system (apart from certain regular payments such as Direct Debits, Bank Giro Credit slip or card payments). If it's not possible to make a payment, the team at B will tell you and you can discuss alternative ways to make the payment.

Most payments will be processed, taken from your account and received by the payee on the same day (and usually within two hours) if you make the instruction before the cut-off time on a Business Day. If you instruct a payment after the cut-off time or on a non-Business Day, it'll be processed on the next Business Day but will show as having been taken from your account immediately and the payee may receive it that day. Cut-off times can be found in the Tariff.

The team at B will process transfers immediately unless they are future dated.

If you ask to make the payment on a future Business Day, it'll be taken and received by the payee on that date. Future payments instructed for non-Business Days will be processed on the next available Business Day and will be taken from your account and received by the payee that same day.

However, in certain circumstances, payments may not be made until the next available Business Day, for example if the team at B need to check certain payment details with you.

Using Giro slips and cheques

If you use a Giro slip in one of our branches to send money within the UK, the payment will usually reach the payee's bank on the next Business Day after the Business Day you deposit the Bank Giro Credit slip with us for those processed through the Image-based Clearing System (ICS) (See section titled "Paying in cheques") or two Business Days after the Business Day you deposit the Bank Giro Credit slip with us for all others, if we can process the payment before the cut-off time.

Using your debit card

When you use your debit card to buy things, it'll normally take between one and seven days for the payment to show up on your account. In some cases, for example, if you don't make the purchase on a retailer's premises or you use your card outside the UK to buy something, it can take longer.

If you use your debit card to take out cash or buy something in another currency, the amount will be converted into sterling using the Mastercard Exchange Rate at the time when the payment was charged to your account, which may not be the same date as when it was made. Similarly, if a payment is refunded to your account through your debit card, the amount will be converted into sterling using the Mastercard Exchange Rate at the time it's added to your account. You can find this rate by calling the team at B or by going to the following link: [mastercard.com/global/currencyconversion/index.html](https://www.mastercard.com/global/currencyconversion/index.html).

Your account statement will show any fees incurred and the exchange rate used.

Sending Money Outside The UK

If you want to send money outside the UK, including to a bank in another country or in a currency other than sterling (other than where your card lets you do this) please contact the team at B so they can tell you whether you can do this using your account and the terms that will apply to that payment.

Preventing fraud

Preventing fraud is important and so sometimes the team at B will need to speak to you before making a payment to make sure it's genuine. For debit card payments, this sometimes means the person processing the payment is contacted for more information. If the team at B is unable to speak to you for any reason, they may not make the payment.

The Current Account Switch Service (CASS)

If the CASS says that the payee has changed their account by moving to another bank or building society and gives new account details, the team at B will use these amended account details rather than the details you originally gave.

For more information on CASS, visit www.currentaccountswitch.co.uk

2. Paying money into your account

How you pay money into your account is important as it determines how long it'll take until the money is available for you to use and how any interest is calculated on it.

For automated credits paid into your account, you can contact us to find out when a payment will be available for use and when it will start to calculate interest. This will depend on, for example, currency of the payment.

Paying in cash

If you want to pay cash straight into your account, it must be in sterling. The cash will be added to your account immediately, will be available straight away and will be counted when interest is worked out on that day. If you'd like to pay in cash in another currency, the team at B will tell you the exchange rate and the Inward Foreign Payment Fee to convert it into sterling. If you pay cash in at another bank, it'll be added to your account on the Business Day it's received and may take time to reach us.

Paying in cheques

In relation to cheques paid into your account, there will be two clearing cycles running in parallel until the end of 2018 – "2-4-6" cycle and the Image-based Clearing System (ICS) cycle. ICS will clear both cheques and Bank Giro Credits and will replace the "2-4-6" cycle. For details on what clearing cycle is applicable to you please refer to our website or contact your Branch. More information on both schemes can be found at <https://www.chequeandcredit.co.uk>.

The tables tell you:

- how long it takes for interest to be payable on the cheque;
- when you will be able to withdraw the funds; and
- when you can be certain that the cheque won't bounce.

"2-4-6" cycle:

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

"ICS" cycle:

Day 1	By the end of Day 2
Cheque deposited	Interest payable, funds can be withdrawn and funds certain
Mon	Tues
Tues	Wed
Wed	Thurs
Thurs	Fri
Fri	Mon

These tables show you that:

	2-4-6	ICS
(a)	A cheque drawn on a bank within the UK in sterling will be shown as being credited to your account on the Business Day of receipt of the cheque by us.	A cheque drawn on a bank within the UK in sterling will be shown as being credited to your account on the Business Day of receipt of the cheque by us.
(b)	Such funds normally take three Business Days to clear for withdrawal and will not therefore be available for you to use until the fourth Business Day after the Business Day on which the cheque is paid in.	Such funds will be available for you to use by the end of the next Business Day after the Business Day on which the cheque is paid in.
(c)	When calculating interest, these funds will be counted in your balance two Business Days after the Business Day on which the cheque is paid in. Where the cheque is drawn on and paid into the same branch, we will pay interest from the day on which the cheque is paid in. Where a cheque is returned unpaid the amount of it will be debited to your account, and we will tell you about this. This can take place up to six Business Days after the cheque is paid in. You can be certain from the end of the sixth Business Day that we will not debit these funds without your permission (unless you are a knowing party to fraud).	When calculating interest, these funds will be counted in your balance by the end of the next Business Day after the Business Day on which the cheque is paid in. Where immediate value is given on the cheque, we will pay interest from the day on which the cheque is paid in. Where a cheque is returned unpaid the amount of it will be debited to your account, and we will tell you about this. Unless you are a knowing party to fraud then we will not debit these funds without your permission.
(d)	Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your account and the fees you will be required to pay. If you pay a non-sterling cheque into your account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your account.	Where we are able to accept cheques or other items drawn on a non-UK bank we will explain to you at the time the process which will apply, how long the funds may take to reach your account and the fees you will be required to pay. If you pay a non-sterling cheque into your account we will have to send the cheque to the bank on which it is drawn and so the payment may take time to reach your account.

Paying in using a Giro slip

When you use another bank to make a payment into your account by means of a Giro slip, the payment should reach us on the next Business Day after the Business Day you deposit the Giro slip at the other bank for those processed through ICS or two Business Days after the Business Day you deposit the Giro slip at the other bank for all others. During this time any cheques that you have deposited in the same transaction will be processed in the timescales in the tables above.

3. Stopping payments

You can cancel cheques, Direct Debits, Standing Orders and repeating card payments by getting in touch before the payment or next payment is made as explained below.

Cancelling A Cheque

If you no longer want a cheque to be paid, you may be able to cancel it if it hasn't already been paid in by contacting the team at B with the cheque number, amount and date, and who it's payable to. The Cancelling A Cheque Fee is shown in the Tariff.

Stopping Direct Debits and Standing Orders

If you want to make sure that no further payments are made under Direct Debits or Standing Orders, please tell the team at B by the end of the last Business Day before the payment due date. You should also contact the person collecting the payment. Sometimes a Direct Debit can be stopped on the payment date if you've already contacted the person collecting the payment.

You can't normally cancel a single payment under a continuing Direct Debit unless you dispute the amount or date of payment given to you in advance notice under the terms of a variable Direct Debit authority. Otherwise you'll need to cancel the whole instruction.

You can't cancel an individual debit card payment but if you've set up a series of card payments using your card number (also known as recurring payments or a continuous payment authority), you can cancel any future payments in the same way as a Direct Debit or a Standing Order up to the end of the Business Day before the next payment is due. You can also cancel the payment by directly contacting the person collecting the payment.

A payment may be refused by us for any of the following reasons:

- due to lack of funds in your account (in which case a Refusing A

Payment Due To Lack Of Funds Fee may be charged),

- you've given incorrect payment details,
- the team at B reasonably believes your account or account services are being used illegally or fraudulently,
- the team at B reasonably believes someone else may have rights over the funds in your account – for example, another joint account holder with a dispute,
- you'll be over the limits set for that type of payment or channel (these limits are applied to protect your account and us), or
- the payment would mean you use an overdraft which the team at B reasonably believes you may not be able to repay.

Unless the law prevents it, you'll be told as soon as possible if a payment has been refused and you can ask for the reason why.

Where we deny an account information service provider or payment initiation service provider that you appoint access to your account we will tell you by phone, SMS or letter that we have denied such service provider access (where we can identify them) and the reason for the denial of access before we deny access (where possible) or immediately afterwards (unless telling you would compromise reasonably justified security reasons or is unlawful). Account information services are services that allow you to see your accounts with different providers in one place.

The team at B can also refuse to make a card payment at any time if:

- you've reported your card as lost or stolen,
- they reasonably think it's necessary to protect your card and account's security,
- they're required to by law, a court or other authority,
- the card payment seems unusual compared with other card payments on your account, or
- they reasonably suspect fraud or illegality.

4. Overdrafts

Your **B Current** account lets you borrow in two ways – by asking for either an Arranged Overdraft (which you ask for in advance, and is normally cheaper) or an Unarranged Overdraft. You'll find all the details of the overdraft fees and interest rates in the Tariff.

Arranged Overdraft

This is borrowing within a previously agreed overdraft limit. To arrange a limit, you should call the team at B before you need it. If they agree to the limit, they'll give you all the information you need before you decide whether to set it up. If you have a joint account, you agree that the team at B may only give this information to one of you. You'll receive an Arranged Overdraft letter to confirm your agreement terms, including the Arranged Overdraft limit, any fees, the interest rate and any review date.

Unarranged Overdraft

You can ask for an Unarranged Overdraft by trying to make a payment (such as a Standing Order or Direct Debit) when you don't have enough money in your account or a suitable Arranged Overdraft limit in place.

If your request is agreed to, the money will be made temporarily available in your account to make the payment.

If your request is refused, the payment will be refused due to lack of funds and will be returned unpaid (meaning a Refusing A Payment Due To Lack Of Funds Fee may be charged).

Repaying your borrowing

Your Arranged Overdraft limit is regularly reviewed and if it needs to change, you'll usually be given 30 days' written notice. You may be asked to repay your Arranged or Unarranged Overdraft at any time, but you'll be given as much notice as possible.

If you ask to close your account (including because you've entered into a Current Account Switch Agreement with another bank), you must repay any money you've borrowed before you can close it. If you have an Arranged Overdraft and you're not using all the available limit at the time you tell us to close your account, you agree that you won't request any more borrowing.

5. Account fees

Overdraft fees you may have to pay are:

- a Monthly Arranged Overdraft Fee if you use an Arranged Overdraft
- a Daily Unarranged Overdraft Fee if you use an Unarranged Overdraft; or
- a Refusing A Payment Due To Lack Of Funds Fee. This fee will be charged when we refuse a payment from your account because there is not enough money in it (or it would take you past your Arranged Overdraft limit), and we refuse your request for an Unarranged Overdraft.

The amounts of the fees are set out in the Tariff. The Tariff explains how you may be charged overdraft fees including if a buffer amount, Fee Cap or the Monthly Maximum Charge on Unarranged Overdraft applies.

Monthly cap on Unarranged Overdraft Charges

Monthly Maximum Charge (MMC) is a monthly cap on charges for Unarranged Overdrafts. The MMC is the most you'd pay each month in fees, interest and charges for an Unarranged Overdraft. The MMC is

explained in detail below. It will apply only to Unarranged Overdraft Fees, charges or interest and not to Arranged Overdraft Fees, charges or interest.

1. Each current account will set a monthly maximum charge for:
 - (a) going overdrawn when you don't have an Arranged Overdraft; or
 - (b) going over/past your Arranged Overdraft limit (if you have one).
2. This cap covers any:
 - (a) interest and fees for going over/past your Arranged Overdraft limit;
 - (b) fees for each time we Allow A Payment Due To Lack Of Funds; and
 - (c) fees for each time we Refuse A Payment Due To Lack Of Funds.

You'll be sent an account summary at the end of each month with details of all fees and debit interest at least 14 days before they're taken from your account. They'll be taken even if you don't have money in your account or you've exceeded your Arranged Overdraft limit at the time.

Where there are transactions on your account, we will send statements containing details about your account free of charge at least monthly, unless otherwise agreed with you.

6. Interest

You'll find all debit and credit interest rates in the Tariff.

Interest paid by you

Interest you owe on your Arranged Overdraft will be worked out up to the agreed Arranged Overdraft limit at the rate set out in your facility letter or other agreement terms. The interest will be calculated at the end of each day on the cleared overdrawn amount in your account, and will be charged to your account the next month.

You'll be sent an account summary at the end of each month with details of all interest at least 14 days before it's taken from your account.

The interest will be taken even if you don't have money in your account or you've exceeded your Arranged Overdraft limit at the time.

Interest paid to you

Interest paid to you is called credit interest and is worked out on your account balance at the end of each day. This will be added to your **Current** account on the last Business Day of each month. This will be

added to your **B Instant Savings** account on the last Business Day in March, June, September and December.

Credit interest will be paid gross. Gross rate interest is the interest payable without taking account of any tax payable. From 6th April 2016 we will no longer deduct tax from the interest earned on your savings, following the introduction of a Personal Savings Allowance.

If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs.

If you would like to read more about your Personal Savings Allowance, please visit the Government website www.gov.uk.

Tiered and banded interest

If your account has tiered or banded interest rates, the interest will be automatically worked out based on the amount in your account at the time.

You may be liable for other external taxes or costs that are not paid through or imposed by us. For example, you may have a liability to higher rate tax depending on your individual circumstances.

7. Right of set-off

If you've failed to make a payment to the bank when it's due on any account (including a credit card, loan, mortgage or overdraft), the team at B can take the amount due from any account(s) you hold which are in credit and apply it to the debt. This is called the right of 'set-off'.

The team at B will only take from credit balances in accounts in your name (which are not held for the benefit of another person, for example, a trust account) and apply it to debts held with them in either your name, jointly

with another person or a business account where the account is in your name. The team at B will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

If we think we may exercise the right of set-off, the team at B will let you know at least 14 days before we use this right. If we've exercised our right of set-off, we'll promptly notify you of this. If you're in financial difficulties, you should contact the team at B to discuss your options.

8. Joint accounts

Any account holder can independently give instructions, including withdrawing the whole balance, creating a debt on the account or closing the account. Any account holder may instruct the team at B to only accept instructions from all account holders acting together. If this happens, all instructions must be given in writing and signed by each account holder. This means you'll be unable to use our Digital Banking Services.

Any account holder may be asked to pay back any money owing on the account and not just a share – this is known as joint and several liability. This means that each account holder is separately responsible for complying with these Conditions and is liable for all amounts owed on the account (whether or not they're aware of the debt).

Where we issue a paper statement, it will be sent to the account mailing address. If you need statements to be sent to other addresses too, please let the team at B know.

If there's a dispute between account holders, the team may ask permission from all account holders before processing your instruction.

If this happens, you won't be able to use Digital Banking Services to give instructions.

If an account holder dies, instructions from the surviving account holder(s) will be processed and the account will pass into their names.

9. Changes that might be made to your account

There is no expiry date on your account and we hope that you will be a customer for a long time. This means that the team at B may make changes to your account and these Conditions.

Changes to interest rates and fees

What we may do	When we'll tell you	What else you need to know
Change or introduce interest rates if they're more favourable to you.	We'll tell you no more than 30 days after the change.	Within three Business Days these changes will be posted on our website and in branch. Where there is a change to overdraft interest we will also put it in the press.

Change or introduce interest rates which are not favourable to you, or change or introduce fees (including a fee for a new account service or facility).

At least two months before we make the change, except for changes in relation to an Arranged Overdraft where we'll tell you 30 days before.

We'll write to you to tell you about these changes.
You'll be given the option to close your account without being charged any fees to do so if you don't want to accept the change.

Changes may be as a result of changes to our costs for providing your account or to Regulatory Requirements. Changes may also be made for any other reason whether or not they're set out in these Conditions.

Regulatory Requirements mean any obligation we have to comply with:

- under any law or regulation (including rules made by the Financial Conduct Authority, the Prudential Regulation Authority or other regulatory body), or
- as a result of a decision by a court, ombudsman or similar body, or
- under any industry guidance or codes of practice that we follow.

If there's a change in an interest rate or fee because of a Regulatory Requirement, it'll be a fair proportion of the cost that we reasonably estimate we'll incur.

If a term is found to be inconsistent with a Regulatory Requirement published after we publish these Conditions, it'll be treated as if it did reflect the relevant requirement. If operational changes need to be made to fully comply with the requirement, the team at B will make them as soon as they reasonably can and update these Conditions when they're next amended.

Changes to other terms

If the team at B reasonably think it's to your advantage, your account may be upgraded or they may improve the services you receive at no extra cost. These Conditions may also change if:

- we reasonably believe the change would make them easier to understand, fairer to you and not to your disadvantage,
- we'll be making reasonable changes to managing your account following changes in the banking and financial system, technology or the systems used to run the banking business (including introducing new systems or facilities),
- we withdraw or replace a service, or
- there's a change (or we reasonably expect there'll be a change) in Regulatory Requirements.

You'll be given two months' notice, except for any changes that have to be made sooner to follow Regulatory Requirements. Where changes are made for these reasons, you'll be able to close your account but you may lose interest and have to pay fees for any service provided. Please see section 10 'Closing your account' for further information.

Changes to additional benefits

If your account has additional benefits with their own conditions, you'll be given 30 days' notice if the team at B are making any changes or stopping your benefit.

You'll find information on changes to the B app in the Digital Banking

Services Terms and Conditions and further information on changes to other additional benefits in their conditions.

Exchange rates

We can change any exchange rates the team at B use immediately and without letting you know in advance.

You can find the latest and historical Payment Scheme Exchange Rates at: [mastercard.com/global/currencyconversion/index.html](https://www.mastercard.com/global/currencyconversion/index.html).

For Card Transactions made within the European Economic Area ('EEA') or in an EEA currency, you can find out the reference exchange rate by calling the team at B.

Other changes that might be made

These Conditions may be changed for any reason that isn't listed above, although if you don't want to accept the change you will be able to close your account at any time before the change takes effect without having to pay a fee to do so.

How you'll be told about changes

The team at B will tell you when any changes are coming into effect by writing to you. If you're given the option to close your account without charge before the change takes effect, the team at B will assume you've accepted the change unless you tell them before that date. If you choose to close your account, you won't be charged any fee to do so.

10. Closing your account

You can close your account, stop receiving any service or end this agreement completely by telling us. The team at B may ask you to confirm this in writing. When all your **B Current** accounts are closed, your **B Instant Savings** accounts will be closed or transferred to another instant savings account.

If, after opening the account, you change your mind, you can cancel this agreement and have your money returned without losing interest within 30 days (less any fee for any service provided), as long as you tell us within 14 days of receiving these Conditions. You can do this by contacting the team at B using the number provided in the 'Useful contact details' section.

After the 14 day window, you can then close your account at any time for any reason without charge. The team at B will forward any credit balance in your account to you after:

- you've told them that you want to close your account,
- you've returned or destroyed all unused cheques and cards, and
- you've repaid any money you owe us.

If you close your **B Instant Savings** account this will reduce the number of features you can use in the B app.

The team at B can close any or all of your accounts, stop providing you services or end this agreement by giving you two months' notice. If your account has any additional benefit, it'll end when the account closes.

It is possible to switch your **B Current** account. A number of banks now participate in the Current Account Switch Service (CASS), which is a free service for customers that lets you switch your current account from one bank or building society to another within seven days.

You can contact the team at B for a copy of the Current Account Switch

Agreement. Before the account can be closed, you must repay any Arranged or Unarranged Overdraft

You can use the CASS to transfer any regular payments and the team at B will forward any payments someone tries to make into your old account to your new account. If you don't use the CASS, you'll need to cancel any regular payments yourself (such as telling any third parties you have Direct Debits or Standing Orders with) and the team at B will try to return any money sent to the closed account to the sender.

In some exceptional circumstances we may end this agreement, stop providing services or close your account immediately if the team at B reasonably believes that:

- you've seriously or persistently broken the Conditions,
- you've acted fraudulently or illegally or your account is being used for an illegal purpose or for criminal activity,
- you have or may soon become bankrupt (in these circumstances, we may offer you an alternative service),
- you've given us false information,
- you weren't entitled to open your account,
- you've inappropriately authorised a person to give instructions on your account,
- you may cause us to break a law, regulation, code or other duty, or
- you use threatening behaviour to any of our staff.

We will provide five years of payment transaction history, or for a shorter period if you ask us to, at the time you close your account unless you tell us you don't want to receive this. We will provide this free of charge. If you tell us you don't want to receive this when you close your account, you can request this at any time for a period of five years after the account is closed.

11. Mortgage offsetting

What is mortgage offsetting?

Mortgage offsetting is an arrangement under which you use a credit balance on your **B Current**, **B Instant Savings** account(s) and any other applicable accounts that are eligible for mortgage offsetting arrangements – we call these together 'Offset Accounts' – to set against a debit balance on an Offset Mortgage and reduce the interest payable on your mortgage.

An Offset Mortgage is a mortgage account held with us or Yorkshire Bank Home Loans Limited (YBHL) which you've agreed with us should be included in the mortgage offsetting arrangements.

You need to agree with us which accounts you'd like to include in the mortgage offsetting arrangement. You can group your Offset Mortgages and Offset Accounts together into an 'Offset Portfolio' which may be made up of:

- up to 6 Offset Mortgages, as long as the borrowers in each are exactly the same people,
- up to 6 Offset Accounts (any mixture of eligible savings and current accounts as long as they were all opened after 1 December 2014), or
- up to 12 Offset Accounts where any of them were opened before 1 December 2014 (of which up to 6 can be eligible savings accounts and

6 can be eligible current accounts).

Who's eligible for mortgage offsetting?

Mortgage offsetting arrangements are only available to personal customers who have an Offset Mortgage, whether with or without other borrowers.

All account holders must be borrowers under the Offset Mortgage. If at any time this condition isn't met, the team at B can close or change the account by giving you two months' notice.

Interest on your Offset Mortgage

These terms below amend any terms relating to credit interest at any time mortgage offsetting arrangements are in place on an account.

The interest you're liable to pay on the Offset Mortgage(s) and credited to your Offset Accounts within the same Offset Portfolio will be reduced for any day when there's a credit balance on any Offset Accounts.

At the end of each day, the interest for each Offset Portfolio will be worked out as follows:

- the credit balance will be calculated based on the balance(s) on which interest would normally be available at the end of the Business Day,

- (b) then the difference between the total credit balance and total borrowing will be calculated,
- (c) if the total borrowing is more than your total credit balance, the team at B:
 - (i) won't pay interest for that day on the credit balance, and
 - (ii) will charge interest on the Offset Mortgage on the difference between the two balances at the interest rate(s) charged on the Offset Mortgage(s),
- (d) if your credit balance is the same or more than the total borrowing, the team at B:
 - (i) won't charge interest for that day on the Offset Mortgage(s), and
 - (ii) will pay interest on the difference between the two balances at the interest rate(s) which apply to credit balances on the Offset Accounts. If you've several Offset Accounts and the credit balance is more than the total borrowing, the excess will be allocated to those accounts for the purpose of allowing interest in the following order:
 - (a) according to interest rate allowed on the accounts – the highest interest rate to the lowest,
 - (b) the account opening dates – latest to earliest, then
 - (c) account number (highest to lowest).

If you have more than one Offset Mortgage and they're on different rates,

they'll be offset in the most beneficial way to you. This will generally mean that the offset will be applied to the Offset Mortgage with the highest interest rate.

As well as the usual monthly statement you'll receive, you'll also get a summary statement each month to give you an overview of your Offset Account(s) and the Offset Mortgage(s) within any Offset Portfolio.

Withdrawing from your offsetting arrangement

You or any joint borrower/account holder can tell the team at B to withdraw your mortgage offsetting arrangement on any account at any time by writing at least 7 days in advance.

The mortgage offsetting arrangement can be withdrawn at any time. You'll be given at least 30 days' notice. Within the 30 days after the arrangement is withdrawn, you can either close your account without having to give any notice or pay any extra fees, or you can repay all or part of your mortgage without any early repayment fees.

Any notice given either by the team at B or by YBHL in relation to an Offset Account, Offset Mortgage or the mortgage offsetting arrangements generally should be treated as also being given on behalf of the other.

12. Keeping you and your account safe

You must keep to these Conditions and any other account and service conditions. You must keep all information and material you're given safe. This includes your passwords, passcodes, PINs, security devices, cards and cheque books.

Cheques

When writing cheques, start writing well over to the left hand side and draw a line through any blank spaces to stop someone else adding words or figures, or forging your cheque.

Your card and your PIN

You should sign your card as soon as you receive it and memorise or write your card PIN down in a disguised manner promptly following receipt of the PIN notification and then destroy the PIN notification straight away. You can change your PIN to something more memorable at most ATMs but you mustn't choose a PIN that's easy for someone else to guess. Never let someone else use your PIN or do anything that would let someone else use it (for example writing it down and keeping it with your card). If you've

added an additional cardholder, please make sure they know how to keep their card and PIN safe.

The team at B will only follow an instruction if they reasonably believe that it came from you (or has been sent on your behalf), either in writing or in person, or your debit card was used, and they'll take steps to check this before processing it. If you think someone may use or has used your card or PIN, or your account, or that the security of your account has been or may be compromised in any other way, you must call the team at B as soon as possible. You must answer any questions you're asked about what's happened and provide any information requested, and this may be passed to the police.

If someone's taken money from your account because you haven't kept your PIN safe or secret or other account information secure, you may be responsible for any payments made as a result. You'll find more details in the 'What happens if something goes wrong' section.

Your calls may be recorded or monitored to ensure security and help maintain service quality. CCTV may be used in and around our premises to prevent and detect crime.

13. What happens if something goes wrong?

You should let us know if you think there is an unauthorised or incorrect payment on your account, even if a payment initiation service is involved in making the payment.

If we make a payment to an account at another bank and the beneficiary then tells their bank that the payment has not been received, we will as soon as possible refund the payment and any charges and interest you've paid or pay to you any interest you've missed out on. We will not provide a refund if:

- (a) your payment instruction was incorrect; or
- (b) we can show that the payment was actually received by the other bank (in which case they are liable).

If we receive a payment to you from another bank but don't credit it to your account straight away, we will immediately make available the amount of the payment to you and credit the corresponding amount to your account and refund you any charges you have incurred due to our failure. We will also refund / pay any interest to you so that it is as if you received the payment when you should have done.

If you ask us to send money within the UK and the recipient bank receives it later than the end of the next Business Day after we receive your instruction, you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).

We will, if you ask us to, immediately and without charge, make efforts to trace an incorrectly executed payment and we will notify you of the outcome.

Where your payment instruction was incorrect we will take reasonable steps to recover your money if the payment has gone missing and we may charge you a reasonable fee. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.

If you tell us a payment from your account wasn't properly authorised (for example, someone else made it without your consent), you can ask us for a refund. You must do this as soon as you can after the payments appear on

your account. We will refund you as soon as is practicable (and in any event no later than the end of the following Business Day) – including paying back the money, refunding any fees and interest you have paid, and paying any credit interest in the normal way. You won't have any further claim against us. If we later find you aren't entitled to a refund, we will take back from your account the amount we refunded, and re-charge any fees or interest (or both) you owe us, and we will also not give a refund if we have evidence which indicates that you have acted fraudulently.

Payments using your card or security details

Unless we believe you have acted fraudulently, we will always refund you in full for all unauthorised payments arising from the use of a lost or stolen card or security details:

- (a) arising after you have told us in the agreed manner that your card or security details have been lost or stolen or of the unauthorised use of your card or security details;
- (b) if we failed to give you contact details to allow you to report the loss, theft or unauthorised use of your card or security details;
- (c) where your card or security details have been used to buy something at a distance when you did not need to be physically present (such as online, telephone or mail order shopping).

We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments if you acted fraudulently. We will not give you a refund and you will be liable for all losses you incur arising out of unauthorised payments up until the time you notify us of the loss, theft or unauthorised use of your card or security details if:

- (a) you gave someone else permission to use your card; or
- (b) where the account was in credit at the time of the payment, you deliberately or with gross negligence failed to (i) use your card or security details in accordance with these conditions, (ii) notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your card or security details, or (iii) take all reasonable steps to keep safe your card and security details.

If an unauthorised card payment takes you into, or further into, an Arranged or Unarranged Overdraft, then we will not refund you up to the first £35 of the losses if:

- (a) we can show that you did not take reasonable care of your card or security details; or
- (b) you did not tell us promptly once you knew that your card or security details were lost or stolen.

The condition above will not apply if the card or security details were used to buy something at a distance.

You can make a payment by agreeing that someone else can take money out of your account without you knowing how much the payment is going to be. Examples might include renting a car or booking a hotel room. If the amount of the payment was for more than you were expecting, you can ask us for a refund if:

- (a) you made the payment in the European Economic Area;
- (b) your authorisation didn't specify the exact amount;
- (c) the amount of the payment is more than you could reasonably have expected to pay; and
- (d) you ask for the refund within eight weeks of the date the money left your account.

We may ask you for information which we reasonably consider necessary in order to investigate whether you are entitled to a refund. Within 10 working days of receiving your request for a refund or of us receiving any further information we have asked for to investigate, we will either refund you or refuse the refund and tell you why we're not refunding you (if we are able to do so). If we provide you with a refund, we will always ensure that any refund of interest dates back to the day that the relevant amount was debited from your account. Sometimes an organisation will ask us to block a certain amount of money on your account to make sure you've got enough money to pay for something. This is called "earmarking". Usually this happens where you don't know the cost at the time you authorise the payment (for example if you rent a car or stay in a hotel room). The organisation won't be able to ask us to block an amount unless you agree to an exact amount being taken from your account. Any amount we block will be released without delay as soon as we are aware of the actual cost. At the latest this will always be straight after the organisation asks us to make the payment.

We will contact you by SMS, a call or a letter if there are suspected or actual security threats relating to your account with us.

14. Complaints

You should receive the best possible service while banking with B. However, if you're not happy with any product or service you've received, we would like the chance to put it right. Our complaint handling procedures are in place to deal with your concerns when things go wrong. You can contact the team at B (using the number in the 'Getting started' section), or your local branch in person or in writing. You can also get in touch with the complaints team at B whose up to date details can be found on the website or in the complaint handling leaflet which is available in branch.

If our complaints team is unable to resolve your complaint or you're not satisfied with their response, you can refer the matter to the Financial Ombudsman Service.

You can find further details on the Financial Ombudsman Service

If you didn't authorise a cheque

If any of your cheques have been lost, stolen or issued without your authority, you should let the team at B know as soon as possible. You may also have to let them know in writing.

If you think a cheque has been paid without your permission, you'll be given a copy of the cheque and any questions you have will be dealt with as soon as possible. If your questions can't be answered within a reasonable time, the amount of the cheque (or the disputed amount, if less) will be returned to your account.

If the team at B later discover you weren't entitled to a refund, they may take back the refunded amount (or the disputed amount and any applicable interest, if less). You won't be given a refund for losses that are caused by abnormal or unforeseeable circumstances that are beyond our control.

Using the UK Direct Debit Scheme

If you make Direct Debit payments, you'll be given a Direct Debit Guarantee and those terms will apply instead of the terms above.

Payment errors

If the team at B are told that money has been paid into your account by mistake, we can take that money from your account without your consent. We'll only do this, however, if there are reasonable grounds to suspect the payment was paid into your account by mistake and if we're told of the mistake within a reasonable timescale.

The team at B will tell you as soon as we've done this to allow you to provide us with an explanation of events. If a reasonable period of time has elapsed and you've failed to satisfy us that you're entitled to the money, we'll return the payment back to the payer or paying bank. We'll do this even if this takes your account into an Arranged Overdraft but we'll act reasonably at all times and try to minimise any inconvenience to you.

Where we are unable to recover money from you that has been paid into your account by mistake we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, in particular by providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you such as your personal details).

website: www.financial-ombudsman.org.uk. There's no fee for raising complaint.

Their address is:

Financial Ombudsman Service Exchange Tower, London E14 9SR

Or by phone: **0300 123 9 123** or **0800 023 4567**

If your complaint is in relation to products or services purchased online you can access the Online Dispute Resolution Platform (ODR platform). As this platform will ultimately re-direct your complaint to the Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

15. Use of Personal Information

All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at:

www.youandb.co.uk/privacy

Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

16. General information

We won't be liable if we're unable to perform our obligations due directly or indirectly to:

- the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable, or
- our compliance with a UK or European Union law requirement.

We may at any time assign or transfer all or part of our rights under these Conditions (including our right to payment of any money you owe)

Your rights under these Conditions and your legal rights will not be affected.

You may not assign or otherwise transfer your rights under these Conditions unless we agree otherwise.

These or any other rights may be enforced at any time, even if we haven't insisted on strict rights in the past.

These conditions are governed by the law of the country in which your branch is situated and subject to the non-exclusive jurisdiction of the courts of that country.

These Conditions are written and available only in English and you'll be communicated with in English regarding any accounts.

Changes that might be made to your branch

If there are significant changes to opening hours, or your branch closes or moves, you'll be told in writing at least 2 months before with details of how you'll still receive your services.

www.youandb.co.uk



Protected

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