

Cash ISA Account terms and conditions (branch-based ISAs).

These terms and conditions will come into force after 14 August 2013 and we will publish the effective date 7 days in advance at cheltglos.co.uk/transfer and in branch.

Use of the name 'TSB Bank plc' is subject to regulatory approval.



TSB Cash ISA Account Conditions 2013 (branch based).

1. Definitions and interpretation

- 1.1 In these conditions, the words listed below have the meanings shown beside them:

'account'

Your TSB Cash ISA (which is a cash ISA).

'annual cash ISA allowance'

The maximum amount which may be paid into a cash ISA in each **tax year** as set by the Government.

'annual ISA allowance'

The maximum amount which may be paid into a cash ISA and a **stocks and shares ISA** in total in each **tax year** as set by the Government.

'base rate'

The Bank of England's repo rate (commonly referred to as its **base rate**).

'branch'

A **branch** of TSB Bank plc.

'TSB website'

www.tsb.co.uk

'cash ISA'

A designated individual savings **account** comprising cash deposits and/or other permitted investments.

'CHAPS transfer'

A transfer of money using the Clearing House Automated Payment System (a charge applies for this service).

'correspondence address'

The address you have told us we may use when sending notices to you under these conditions.

'cut-off times'

Depending upon the type of **transaction** you are making and the channel through which you are making it (for example, in **branch**), there may be a cut-off time on each working day such that instructions received after that time will not be processed until the next working day. The cut-off time for all channels is usually not before 3.30pm. Please ask if you would like to know the cut-off time for a particular **transaction**.

'electronic payment'

A payment to or from the **account** made by any means other than cash or cheque, or initiated by a paper-based authorisation process. 'identification evidence' Evidence which shows that you are who you claim to be.

'TSB account'

A TSB savings account or another personal current or savings account.

'nominated bank account'

Any account with another United Kingdom bank (or building society) which you nominate as the account into which you wish your interest to be paid.

'passbook'

A document issued to you which records details of all **transactions** on your account and which is required for the operation of your account.

'personal information'

Information which we hold about you and which (either on its own or with other information we hold) enables you to be identified.

'security details'

Processes, information or security procedures we ask you to follow or use to give us instructions. Examples include your **passbook** and identification evidence.

'stocks and shares ISA'

A designated individual savings account comprising stocks and/or shares and/or certain other qualifying investments.

'tax year'

The year from 6 April to 5 April.

'transaction'

Any addition to, or withdrawal from, your account, and any other operation (apart from the crediting of interest to your account) which changes the balance on your account.

'uncleared funds'

Any part of the account balance which, under the terms set out in condition 4, is not available to withdraw.

'we' and 'us'

TSB Bank plc.

'working day'

Any day from Monday to Friday except bank holidays or public holidays. Although some payments can be made on a nonworking day, the processing of these payments is not completed on our systems until the next working day as explained below in conditions 4 and 5.

'you'

The person named as the account-holder in the application or transfer form used to open the account, that person's successor and anyone authorised by law to operate the account.

- 1.2 The terms contained in these conditions are not intended to be enforceable by anyone other than you (including your successors and anyone authorised by law to operate the **account**) and us (including our successors).
- 1.3 We may delegate any of our functions or responsibilities under this agreement to a third party. If we do so, we will first satisfy ourselves that the third party is competent to carry out those functions and responsibilities.
- 1.4 Unless we give you specific notice to the contrary under condition 14, any general terms and conditions expressed to apply to all personal bank accounts with TSB Bank plc will not apply to your **account**.
- 1.5 You may request a copy of these conditions and other information about your **account** at any time by calling the Customer Service Helpline.

2. Personal details

- 2.1 To help prevent fraud and money laundering, we need to be able to confirm that you are who you claim to be. We may ask you for identification evidence and a specimen signature at any time. We will refuse to carry out any **transaction** for you until you have complied with our request.
- 2.2 We are entitled to assume that we are dealing with you and that you have agreed to us acting on any instructions, without getting further confirmation from you:
- (a) if you ask us to carry out a **transaction** using your **security details**; and
 - (b) otherwise, if you have signed a document containing the instructions.
- 2.3 You must provide a **branch** with prompt written confirmation (quoting the sort code and number of your **account**) of any change in:
- (a) your name;
 - (b) your permanent home or your **correspondence address**;
 - (c) your **nominated bank account** (if any); or
 - (d) your residence for tax purposes.

We may ask you for evidence to confirm the change.

- 2.4 If you notify a **branch** of a change of name under condition 2.3(a), you must also arrange for your **passbook** to be updated.

3. Opening and operating your account

Introduction

- 3.1 In this condition 3, we deal with the opening of your **account** and how you can then make additions to it or withdrawals from it. We cover related points here and in other conditions, such as when we describe how long it normally takes to process payments into or out of your **account** (conditions 4 and 5), subject to the circumstances in which payments can be refused (condition 6), cancelled by you (condition 7) or otherwise stopped (condition 11).

- 3.2 To open your **account**:
- You must be at least 16 years of age.
 - The money in your **account** must be, and must remain in, your beneficial ownership.
 - You must:
 - be resident in the United Kingdom for tax purposes; or
 - perform duties which, by virtue of section 28 of the Income Tax (Earnings and Pensions) Act 2003 (which applies to Crown employees serving overseas), are treated as being performed in the United Kingdom; or
 - be married to, or in a civil partnership with, a person who performs the duties mentioned in (ii), above.
- You must tell us if you cease to meet any of the requirements mentioned in (i) to (iii) above.
- (d) You must make an initial deposit of at least £100.
- 3.3 The start date for your **account** is the date on which the first deposit is made.
- 3.4 Your **account** must not be used as security for a loan.
- 3.5 You may subscribe to a maximum of one **cash ISA** and one **stocks and shares ISA** in any **tax year**.
- 3.6 We may refuse any application to open an account. We are not obliged to give reasons for doing so.
- How to make additions to your **account**
- 3.7 You must produce your **passbook** whenever you wish to make an addition to your **account** in a **branch**.
- 3.8 (a) You may make the initial deposit and any subsequent additions to your **account** in the following ways:
- by cheque or in cash at any **branch**;
 - by transferring money from another **TSB account** (not being a **cash ISA**);
 - by **electronic payment** from another bank; or
 - by transfer from a **cash ISA** account with us or another ISA manager which you have subscribed to in the same **tax year** or in previous years (in which case you must complete a **cash ISA** transfer form as part of the application);
- (b) Your initial deposit and any subsequent additions to your **account** must be in sterling. We do not accept payments in any other currency.
- (c) The maximum sum which may be added with us, money added by cheque cannot be divided between the **accounts**.
- (d) If you hold more than one account with us, money added by cheque cannot be divided between the accounts.
- (e) If you wish to make your initial deposit or any subsequent additions by transferring money from another **TSB account**, you should refer to the terms and conditions of the other Lloyds TSB account for an explanation of how to make the transfer and how the transfer will be carried out.
- 3.9 The maximum which may be paid into your **account** in each **tax year** is the **annual cash ISA allowance**, provided that this will not cause you to exceed the **annual ISA allowance**. After making a withdrawal you will not be able to pay more money into your **account** if you have already used your **annual cash ISA allowance**.
- 3.10 If you do not make any additions to your **account** during a **tax year**, you will need to complete a new application form if you then wish to make further additions in future **tax years**.
- 3.11 If and for so long as you cease to meet any of the requirements mentioned in condition 3.2(c)(i) to (iii), you will not be able to make any further additions to your **account**.
- How to withdraw money from your **account**
- 3.12 You must produce your **passbook**, or use or follow any other **security details** we ask you to, whenever you wish to make a withdrawal from your **account** or transfer your **account** to another ISA provider.
- 3.13 (a) You may withdraw money from your **account**:
- by cheque or in cash at any **branch**;
 - to another bank by **CHAPS transfer electronic payment** arranged in **branch**;
 - to another **TSB account** (not being a **cash ISA**) in your name by requesting a transfer in **branch** or by writing to us.
- (b) The maximum sum which may be withdrawn from your **account** in cash each day is £1,000.
- (c) If you withdraw money to another bank by **CHAPS transfer electronic payment** arranged in **branch**, you can choose for the payment to be made on a future date. If the date you choose is not a **working day**, we will make the payment on the next **working day**.
- 3.14 You can ask to transfer the whole of your **account** during a **tax year** in which you make payments into it, or the whole or part of your **account** deposits (and interest) from a previous **tax year** or years, to a **cash ISA** or a **stocks and shares ISA** with another ISA provider. You must complete a transfer application with your new provider who will send the transfer application to us. Within 5 **working days** of receiving the transfer application from your new provider, we will send your money and information to your new provider.
- 3.15 You may not transfer your **account** to another investor.
- 3.16 For security purposes we have internal controls in relation to certain **transactions** or on the maximum amount that can be taken out of your **account** in certain circumstances which may mean we refuse to carry out a payment **transaction** or require you to produce additional identification. We will let you know if we are stopping a payment for this reason Making withdrawals by **electronic payment**.
- 3.17 When you request an **electronic payment** to another account, you must give us the account name, the sort code, the 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 make the **electronic payment**. You are responsible for checking that the details are correct. We will not be liable if the **electronic payment** 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.
- 3.18 We will process any request to make an **electronic payment** to another bank on the **working day** that we receive your instructions, so long as we receive them before the cut-off time for that **working day**. If we receive your instructions at any other time, we will process the **transactions** on the next **working day**.
- 3.19 Any request to transfer money to another **TSB account** will be processed:
- straightaway if made in **branch**; or
 - within 24 hours of receiving your written instructions if made by post.
- 3.20 Where your "**nominated bank account**" is a current account and we are notified by a UK banking industry payment scheme such as the Current Account Switch Service that you have switched your current account to another bank, or a person you have asked us to pay has switched their current account, we will update your instruction with the new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.
- Information about **transactions**
- 3.21 Your **passbook** will show details of all **transactions** on your **account** together with any interest paid. You can get your **passbook** updated at any time in **branch**.
- 3.22 You are responsible for checking your **passbook**. You must notify a **branch** or telephone the Customer Service Helpline as soon as possible if you notice any errors on your **account**. If we notice any errors, we will correct them as soon as possible.

4. Timing of payments into your account

Cash

- 4.1 Cash paid into your **account** will be available for you to withdraw as soon as we receive it.
- 4.2 We receive cash paid in at a **branch** straightaway, even if it is paid in on a non-**working day** (for example, a Saturday).
- 4.3 Cash paid into your **account** starts to earn interest on the day we receive the cash or, if that day is not a **working day**, on the first **working day** after we receive the cash.

Cheques

- 4.4 Money paid into your **account** by cheque starts to earn interest on the day we receive the cheque or, if that day is not a **working day**, on the first **working day** after we receive the cheque.
- 4.5 Money paid into your **account** by cheque that is not from a **TSB account** will usually be available for you to withdraw on the fourth **working day** after we receive it. (For example, if we receive a cheque on Monday, the money will usually be available for you to withdraw on Friday.)
- 4.6 Money paid into your **account** by cheque from another **TSB account** will usually be available for you to withdraw on the same day that we receive the cheque or, if that day is not a **working day**, on the first **working day** after we receive the cheque.
- 4.7 Cheques from a bank outside the United Kingdom may take longer to clear.
- 4.8 Subject to condition 4.9, below, if a cheque which has been credited to your **account** is later returned unpaid:
- (a) we will deduct the amount of the cheque from your **account** balance.; and
 - (b) we will treat the money as never having been paid into your **account** and will cancel any interest earned on the money while it was credited to your **account**.
- 4.9 If a cheque which has been credited to your **account** is returned unpaid more than six **working days** after the date on which we received it, we will not be able to deduct the amount of the cheque from your **account** balance without your consent unless you have acted fraudulently. (For example, if we receive a cheque on Monday, you can be certain that the money is yours by the end of the day on Tuesday in the following week.)

Electronic payments

- 4.10 Subject to condition 4.12, an **electronic payment** into your **account** will start to earn interest and will be available for you to withdraw on the day we receive it.
- 4.11 If the payment to your **account** is by transfer from another **TSB account**, the terms and conditions of the other **TSB account** will tell you how long the payment will take to reach your **account**.
- 4.12 In some cases, a transfer of money under condition 4.11 can be processed on a day which is not a **working day** and may leave the other **TSB account** and be available for you to withdraw from your **account** on the same day. Where this happens, the money will not be shown as having been received into your **account** until the next **working day**.
Interest will continue to be paid on the money as if it remained in the other **TSB account** until it is shown as having been received into your **account**.
- 4.13 Electronic payments into your **account** will normally be received on the same **working day**, but in any event no later than the next **working day**, after the money is sent to us.
- 4.14 Where we are dependent on another bank sending us the **electronic payment**, we cannot guarantee when it will be received.
- 4.15 If an **electronic payment** which has been credited to your **account** is later reclaimed by the paying bank:
- (a) we will deduct the amount of the **electronic payment** from your account balance (If as a result your **account** becomes overdrawn, you must immediately pay us the amount you are overdrawn); and

- (b) we will treat the money as never having been paid into your **account** and will cancel any interest earned on the money while it was credited to your **account**.

5. Timing of payments from your account

Cash and cheques

- 5.1 Money in your **account** will earn interest up to, but not including, the day it is withdrawn by cash or cheque.

Electronic payments

- 5.2 If you ask us to make an **electronic payment** to a bank account which is not a **TSB account** we will use the Faster Payments Scheme if it is available and the organisation you are sending the payment to is a member of the scheme. We will take the money from your **account** on the same **working day** that we process your request, and it will normally reach the other bank within two hours but in any event no later than the end of the next **working day** after the processing. You will continue to earn interest on the money being transferred for up to one **working day** from it leaving your **account**, to allow for the time it takes to reach the other bank.

The other bank is required by law to pay the money into the **account** held with them when it receives it from us.

- 5.3 Subject to condition 5.4 below, if you ask:

- (a) to transfer money to another **TSB account** in **branch** or by writing to us; or
- (b) to transfer interest to a **nominated bank account** which is a **TSB account** under condition 10.8, the payment will be available for withdrawal and start to earn interest in the other account as soon as we process your request.

- 5.4 If the transfer of money under condition 5.3 is processed on a day which is not a **working day** it will leave your **account** and be available for you to withdraw from the other **TSB account** on the same day. Where this happens, the money will not be shown as having been received into the other **TSB account** until the next **working day**. Interest will continue to be paid on the money as if it remained in your **account** until it is shown as having been received into the other **TSB account**.

- 5.5 If we cannot make the payment using the Faster Payments Scheme you can contact us to ask if there is any other method available to make payment. We are not liable for failing to make a payment if the organisation you are sending the payment to is not a member of the Faster Payments Scheme.

6. When we may refuse to carry out a transaction

- 6.1 We may refuse to carry out a **transaction** on your **account** for one or more of the following reasons:
- (a) the balance in your **account** (ignoring any **uncleared funds**) is insufficient to meet the **transaction**;
 - (b) you fail to follow or use your **security details** as appropriate;
 - (c) you fail to produce identification evidence when asked;
 - (d) your instructions are not clear or you have not provided us with the correct details in the instructions;
 - (e) we are served with a court order which prevents us carrying out the **transaction**;
 - (f) we reasonably believe that someone else may have rights over the 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 ourselves);
 - (g) our regulator, or a body acting under statutory authority, has requested us to stop **transactions** of the relevant kind being carried out on your **account** and we reasonably believe that the request is valid;
 - (h) the **transaction** would prejudice any rights that have arisen under condition 9;
 - (i) we reasonably believe that you are acting under coercion, or have not given your free and informed consent to the **transaction**;

- (j) we receive instructions to carry out the **transaction** at a time when you are under the age of 18 and we reasonably suspect that the **transaction** would be imprudent or improper;
- (k) we reasonably believe that the **transaction** would result in you exceeding your annual **cash ISA** subscription limit or annual ISA subscription limit for that **tax year**;
- (l) any other reason set out separately in these conditions applies; or
- (m) if the organisation you are sending the payment to is not a member of the Faster Payments Scheme.
- 6.2 We may also refuse a **transaction** if we reasonably believe that it might cause us to breach a legal requirement or might expose us to action from any government or regulator.
- 6.3 Where we are not able to inform you immediately in **branch**, we will try to contact you by telephone or in writing to tell you that we are refusing a **transaction**. We will do this at the earliest opportunity.
- 6.4 We may decline to give our reasons for refusing to carry out a **transaction** if we reasonably believe that to do so would be in breach of the law, for example if it would involve the unauthorised disclosure of information which we hold about another person (being information which would enable that person to be identified).
- ## 7. Cancelling electronic payments
- 7.1 If you ask us to make an **electronic payment** from your **account**, we will normally be unable to change or cancel your request, unless you have asked for interest to be paid to another account under condition 10.8 or for a payment to be made on a future date under condition 3.13(c), in which case we can cancel the payment if you tell us in **branch** by the end of the last **working day** before it is due to be made.
- ## 8. Refunds for electronic payments from your account
- 8.1 Except in the circumstances set out in condition 8.2, below, if you ask to make a withdrawal from your **account** by **electronic payment** and it was not made correctly or never arrived, we will:
- (a) refund the amount withdrawn, together with any charges you paid as a result;
 - (b) pay you any interest you would have earned on that amount had it remained in your **account**; and
 - (c) if you ask us to, make immediate efforts to trace the payment and notify you in writing or by telephone of the outcome.
- 8.2 The circumstances in which we will not refund you under condition 8.1 are where:
- (a) you gave us the wrong payment details (see condition 3.16);
 - (b) we can show that the **electronic payment** was received by the other bank (in this case, the other bank must immediately put the money into the account to which you asked the payment to be made and refund any charges paid as a result of the payment not being made correctly); or
 - (c) you tell us about the problem more than 13 months after the payment was taken from your **account**.
- ## 9. Set-off
- 9.1 If you have failed to pay a debt which you are liable to pay us, we may retain some or all of the balance in your **account** and use it to reduce or pay off the debt which you have failed to pay. We will do so in accordance with any Code of Practice that applies to us (including any notice periods) or as directed by our regulator or similar body. For example, this means that we will only use money in your **account** to pay or reduce another debt if we think that you will still have enough money to meet essential living expenses.

- 9.2 We can use our set-off right, where you have accounts which are only in your name as well as joint accounts you hold with another person (X) as shown below:

Money in account belonging to:	Can be used to pay off a debt owed by:
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

10. Interest and charges

The interest rates we pay

- 10.1 We pay interest on balances of £100 or more at the TSB Cash ISA rates. You can find out details of the current TSB Cash ISA rates by calling our Customer Service Helpline or by visiting the **TSB website**.
- 10.2 We do not pay interest on balances of less than £100.
- Changing our interest rates
- 10.3 We may change either the annual or monthly interest rate applicable to your **account** without advance notice, if the change is to your advantage.
- 10.4 We can make other changes to the annual or monthly interest rate applicable to your **account**:
- (a) if the change is not material we will publish details of the change as soon as possible. We will only make changes without advance notice to respond proportionately to actual or reasonably expected changes in regulatory requirements affecting us or the costs of running our accounts, including changes in our funding costs (for example, changes to the bank of England **base rate**) or for a valid reason not stated in this condition;
 - (b) where the change is material we will give you advance personal notice of at least 14 days before making the change and you can close your **account** or give us instructions to transfer the **account** to a **cash ISA** or a **stocks and shares ISA** with another institution or to another **TSB account** which is a **cash ISA** without charge within 30 days of us telling you about the change.
- 10.5 Alternatively, we can change the interest rates by giving you advance notice under condition 14.
- Calculating and paying you interest
- 10.6 We calculate interest on the balance in your **account** on a daily basis. This means that, where you choose to have your interest paid monthly under condition 10.7, the interest we pay each month will vary according to the number of days in the month.
- 10.7
- (a) You may choose to have interest paid either monthly or annually.
 - (b) If interest is payable monthly, then we will pay the interest by crediting it to your **account** at the end of the first day of each month or (if that is not a **working day**) at the end of the preceding **working day**.
 - (c) If interest is payable annually, then, we will pay the interest by crediting it to your **account** at the end of the day on the anniversary of the day on which your **account** was opened or (if that day is not a **working day**) at the end of the preceding **working day**.
 - (d) Once you have chosen when you would like to have interest paid we cannot alter the frequency of interest payments.
- 10.8 You may choose to leave the interest paid under condition 10.7, above, credited to your **account** or you may choose to have it transferred to another TSB savings account (not being a **cash ISA**) or to your **nominated bank account** by **electronic payment**. If you choose to have the interest transferred, we will process the transfer the **working day** after we credit the interest to your **account** under condition 10.7(b) or (c), and the interest will normally reach the other bank account within two hours of the processing but in any event no later than the end of the next **working day** after the processing.

- 10.9 You will not have to pay income tax on the interest paid provided that you have complied with the relevant legislation.
- 10.10 If, by mistake, we pay you more interest than you are entitled to you must repay us the amount we have overpaid. This does not affect any right you have to pursue any claim you have against us if you suffer loss as a result of our mistake.

Charges

- 10.11 Charges for providing services in connection with your **account** are set out in our Banking Charges leaflet. You will have received a copy of the Banking Charges leaflet before you opened your **account**. Our power under condition 14 to vary these conditions includes power to vary the charges in our Banking Charges leaflet and to introduce new charges for services.
- 10.12 You may have to pay other taxes or costs, which are not paid through us or imposed by us.

11. Safeguarding your security details

- 11.1 We retain ownership of any **passbook**.
- 11.2 We may retain or request the immediate return of your **passbook** if we stop or suspend your ability to use it under this condition 11.
- 11.3 You must only use or follow your **security details** for the purposes set out in these conditions and do all you reasonably can to keep your **passbook** safe and to make sure that no-one finds out your other **security details**. For example, you should:
- (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your **account**;
 - (b) not allow anyone else to use your **security details**;
 - (c) not keep your **security details** with your **account** documentation; and
 - (d) not allow anyone to listen in to your conversations with us or watch you entering or making use of your **security details**.
- 11.4 You must notify a **branch** or telephone the Customer Service Helpline as soon as possible if you discover or suspect that:
- (a) your **passbook** has been lost or stolen;
 - (b) someone else knows your other **security details**; or
 - (c) someone may be accessing your **account** without your authority.
- We will keep a record of your notification and may monitor or record calls to the Customer Service Helpline. In any case where you suspect that a theft or fraud has been, or may be, committed, we may ask you to report your suspicions to the police and to provide us with any crime reference number which the police give you.
- 11.5 If you give us notice under condition 11.4, we will freeze your **account**. On receipt of written instructions signed by you, we may close your **account** and transfer the balance to a new account.
- 11.6 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. If we haven't done so already under condition 11.5, we can do this if we reasonably consider it necessary for reasons relating to:
- (a) their security; or
 - (b) their suspected unauthorised or fraudulent use.

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 will stop or suspend the use of your **security details** and our reason for doing so. If we are unable to tell you in advance we will tell you as soon as possible afterwards. You can ask us in **branch** or by calling the Customer Service Helpline to lift the freeze on your **security details** or to replace them as soon as the reason for the freeze has ended.

- 11.7 You will not be liable for any **transactions** you did not authorise yourself, even if they were made 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 grossly negligent 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 **account** without your authority or you break your obligations in condition 11.3), 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 liable to misuse.

- 11.8 If you tell us about a payment made from your **account** which was not authorised and for which you are not liable, we will refund the amount of the payment, together with any charges you paid as a result of the payment and will pay you any interest you would have earned on that amount (we will have no further liability to you). However, we will not do this if you tell us that the payment was unauthorised more than 13 months after it was taken from your **account**.

12. Closure and ineligibility for tax relief

- 12.1 We will write to tell you if, by reason of any failure to satisfy the requirements of the relevant tax legislation, your **account** is or will become no longer eligible for tax relief as a **cash ISA**.
- 12.2 Condition 12.3 applies if we are notified by HM Revenue & Customs, or we otherwise establish, that:
- (a) your **account** does not qualify for tax relief as a **cash ISA**; or
 - (b) you are not entitled to tax relief on some or all of the money which you pay into your **account** during any **tax year**.
- 12.3 (a) You agree that, if we have to make a payment to HM Revenue & Customs because your **account**, or any of the money in it, does not qualify for tax relief, then:
- (i) we may deduct the amount we have to pay to HM Revenue & Customs from the balance in your **account**;
 - (ii) if the balance in the **account** is less than the amount we have to pay, we may recover the shortfall from you.
- (b) If we receive a notice ("a repair notice") from HM Revenue & Customs telling us that we may 'repair' the **account** to make it eligible for tax relief, we will take the steps specified in the notice.
- (c) If we do not receive a repair notice from HM Revenue & Customs, but there are other steps ("remedial steps") which we can take to enable the **account**, or any of the money in it, to qualify for tax relief, we may take those steps if we choose to do so, but we will not be obliged to take them.
- (d) This paragraph applies if:
- there is a balance remaining in your **account** after we have deducted any amount from it under paragraph (a)(i), above;
 - we do not receive a repair notice from HM Revenue & Customs; and
 - there are no remedial steps which we are able and willing to take.

If this paragraph applies:

- (i) we will write to you, giving you a period of 14 days in which to instruct us what to do with the balance in the **account**;
- (ii) if you do not give us any instructions within the 14 day period, or you give us instructions which we cannot reasonably comply with, we will close your **account** and transfer the balance to a new instant access savings account in your name;
- (iii) the instant access savings account conditions in force at the date of the transfer will then apply.

- 12.4 If you die, your **account** will cease to qualify for tax relief as a **cash ISA** from the date of death.

12.5 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) we are transferring the balance to a new account under condition 11.5 or 12.3(d)(ii); (b) you are, or we reasonably consider you may be:
 - using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
 - acting fraudulently; or (c) we reasonably consider that by continuing to allow you to run your **account**:
 - we may break a legal requirement or a court order or other authority;
 - we may be exposed to action from any government or regulator.

At any time within two months after we have given you notice of our intention to close your **account**, you may give us instructions to transfer your **account** to another financial institution which provides **cash ISAs** or **stocks and shares ISAs**. If you give us such instructions then (unless we cannot reasonably comply with them) we will transfer your **account** to the institution you have specified.

If we close your **account** without giving you the notice beforehand, we will do so as soon as possible afterwards.

12.6 Unless we are transferring the balance to a new account under condition 11.5 or 12.3(d)(ii), or transferring your **account** to an institution you have specified in instructions given to us under condition 12.5, we will repay the balance in your **account** to you with interest until the date of closure.

12.7 You may close your **account** at any time without prior notice by visiting any **branch** or writing to us. The balance in the **account** must be withdrawn in one of the ways specified in condition 3.13(a).

12.8 If you apply for this **account** you will be able to change your mind and cancel your **account** at any time before the end of the 14-day period starting on the day your **account** is opened or the day you receive your welcome letter, whichever is later. If you cancel your Account within the 14-day period you are free to subscribe to another ISA in the same **tax year**. If you cancel within the 14-day period we will repay you any money you have paid together with any interest due on it, or help you to switch the balance to another account. If you miss the 14-day deadline, you can close your **account**, but you will not be able to open another **cash ISA**, either with us or with another provider, in the same **tax year**. To cancel this agreement you should tell us by writing to us in accordance with condition 15.2. There are no charges for cancelling your **account** agreement within the 14-day period, and you do not have to give any advance notice.

12.9 If you choose to exercise your right to cancel this agreement under condition 12.8, then:

- (a) you will not have to pay us any charges; and
- (b) you will not be treated as having subscribed to a **cash ISA** (except to the extent that the money in your **account** represents subscriptions transferred from another **cash ISA**).

13. Dormancy

13.1 We may treat your **account** as dormant if:

- (a) you have not asked us to carry out any **transactions** on the **account** or any other account with us for a continuous period of three years; and
- (b) you do not respond to a notice or communication asking if you wish your **account** to remain active.

13.2 For so long as we treat your **account** as dormant under condition 13.1, then:

- (a) we will refuse to carry out any **transactions** on the **account**; and
- (b) we will no longer send you any notices or communications in connection with the **account**.

13.3 If you later come forward to claim the **account** and produce any identification evidence which we reasonably request, then we will reactivate the **account**.

13.4 We participate in the Unclaimed Asset Scheme under the Dormant Bank and Building Society Accounts Act 2008. Under the Scheme, if you have not asked us to carry out any **transactions** on the **account** for a continuous period of 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the **account** to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred and any interest payable from the reclaim fund and if you ask us we can help you do this.

13.5 We are committed to reuniting customers with their money and we will try to contact you if we think your **account** is becoming dormant. If you think you have money in our accounts which you have forgotten about, you can also contact us and we will do our best to try to find it for you. For more information, please ask in **branch** or call the Customer Service Helpline. If you think you have dormant accounts with other banks you can visit www.mylostaccount.org.uk.

14. Changes to these conditions

14.1 We may vary these conditions at any time.

14.2 We may vary these conditions for the following reasons:

- (a) to respond proportionately to actual or reasonably expected changes in 'regulatory requirements' affecting us;
- (b) to respond proportionately to actual or reasonably expected changes in the costs of running our accounts, including changes in our funding costs (for example, changes to the **base rate**); or
- (c) for another valid reason not stated in this condition.

(A "regulatory requirement" is any law, regulation, code or industry guidance that applies to us).

14.3 We will give you at least 30 days' personal notice before the variation happens, unless it is to your advantage, in which case we can make the change immediately and will tell you about the change within 30 days.

14.4 If we make a disadvantageous change to the terms and conditions of your **account** you can close your **account** or give us instructions to transfer the **account** to a **cash ISA** or a **stocks and shares ISA** with another institution or to another **TSB account** which is a **cash ISA** without charge within 60 days of us telling you about the change.

14.5 When we say we will tell you about publish a change, we will make the change available in all our **branches** and on our website by the time of making the change or within three days after of it. We may also publish notices in national newspapers.

14.6 If we can notify you about a change in a different way we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements.

15. Notices

15.1 Any written notice or communication we give you under these conditions will be given either:

- (a) by posting or delivering it to your **correspondence address**;
- (b) by email or text message; or
- (c) in any other way which is sent to you individually.

15.2 Where these conditions provide that a notice from you to us must be given in writing, the notice must be given by posting or delivering it to a **branch** or to: TSB Savings, PO Box 16592, Birmingham B25 9GS.

16. Exclusion of liability

16.1 If we are in breach of these conditions, we will not be liable:

- (a) 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; or
- (b) as our agreement is made with you as a personal customer, for any business losses or costs you suffer (such as loss of profits or opportunities).

- 16.2 Nothing in these conditions 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.

17. Governing Law and Language

- 17.1 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 17.2 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.
- 17.3 The contract between you and us is in English and all future communications with you will be in English.

18. What to do if things go wrong

- 18.1 We recognise that sometimes things can go wrong. If there's a problem with any aspect of the service you receive from us, or with your **account** itself, please follow the steps described in conditions 18.2 to 18.7, below.
- Step one
- 18.2 Please talk to the manager of the part of our business you are dealing with and let them know what the problem is.
- Step two
- 18.3 If the manager cannot resolve your problem straightaway, your complaint will be passed to our complaints handling team. Alternatively, you can write to them direct at TSB Customer Relations, BX4 7SB.
- 18.4 The complaints handling team will send you formal confirmation that we have received your complaint within five **working days**. We'll then investigate and write to you again within four weeks with our view and any proposals for resolving your complaint. If, for any reason, we are still investigating your complaint after four weeks, we will write to you to let you know how things are progressing.
- Step three
- 18.5 If you're unhappy with our response, we'll pass details of your complaint to the manager of our complaints handling team for final review.
- 18.6 If we are still unable to reach an agreement with you to settle your complaint, we'll write to you with a "final response". You can then 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 emailing complaint.info@financial-ombudsman.org.uk. The decision of the Financial Ombudsman Service will be binding upon us.
- 18.7 If your complaint is still outstanding after eight weeks, then we'll write to let you know that even though we have not completed our investigation, you are entitled to refer your complaint to the Financial Ombudsman Service without waiting any longer.

How we are regulated

- We lend money and offer savings, insurance and other financial services to our customers.
 - We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 191240. We are also a member of the British Bankers' Association. Please see www.bba.org.uk to find out more.
- To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.
- Our company details
 - TSB Bank plc (company number SC095237) is a company registered with the Registrar of Companies for Scotland. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH.
 - To find out more about our company, see the Registrar's website, www.companieshouse.gov.uk or call the Registrar on 0303 1234 500.
- Our VAT number is 244155576.

Important information about compensation arrangements

We 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 compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at your local **branch**, refer to the FSCS website www.FSCS.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note **only** compensation related queries should be directed to the FSCS.

Deposits with us are held with TSB Bank plc. Accounts with TSB Bank plc include accounts in all its divisions and under trading names TSB and TSB Business. An eligible depositor's £85,000 limit relates to the combined amount in all accounts with TSB Bank plc.

- We are regulated by the Office of Communications ("Ofcom"). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, www.ofcom.org.uk, telephone 020 7981 3040, fax 020 7981 3333 or textphone 020 7981 3043.
- We follow advertising codes regulated by the Advertising Standards Authority ("ASA").
 - If you would like to complain to the ASA about any of our advertising, you can do so through their website, www.asa.org.uk
 - If you would like to find out more about the advertising codes or the ASA, please see www.asa.org.uk, call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at enquiries@asa.org.uk, fax them on 020 7242 3696 or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

We participate in the Unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008.

The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

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

Important information about your personal information

This information is not part of your TSB Cash ISA Account Conditions

Personal data and TSB Bank plc

Your information will be held by TSB Bank plc.

Your personal information may be shared within our group of companies so that we and other companies in our group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

Our group includes us, our holding company and any subsidiary of us or our holding company from time to time. More information on our group can be found at www.tsb.co.uk/privacy2.asp

We will share your personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at www.tsb.co.uk/privacy2.asp or contacting your local **branch**.

We may obtain information about you from credit reference agencies, fraud prevention agencies, and records in our group to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. This may affect your ability to obtain credit elsewhere in the future. We may also use credit scoring.

When you opened your account(s), your application may have been assessed using credit reference agency records relating to you and anyone with whom you have a joint account or similar financial association. If a joint application has been made and such a link did not already exist then one may have been created. These links will remain until you successfully apply for a "notice of disassociation" at the credit reference agencies.

If you provided information on behalf of a joint applicant we understand you had their permission to do so and they have agreed that we are authorised to search, link and record information about them at credit reference agencies.

We may ask you to provide physical forms of identity verification when you open your account(s). Alternatively, we may search credit reference agency files in assessing your application(s). The agency also gives us other details and information from the Electoral Register to verify your identity. The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.

We may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you. If you do not wish to receive this information please let us know.

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at www.tsb.co.uk/privacy2.asp or you can ask us for a copy. Please let us know if you have any questions about the use of your personal information.

Other information

- We will communicate with you in English.
- Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- For more information visit us at www.tsb.co.uk or go to any TSB **branch**.
- We will keep a copy of this agreement, which will be available from our website or on request.

If you'd like this in another format such as large print, Braille or audio please ask in branch.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) or Textphone on 08458 353 843 (lines are open 24 hours a day, 7 days a week).

TSB Bank plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland No. SC95237.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This information is correct as at May 2013.

