

Update to your Savings Terms and Conditions

This Framework Contract for Payment Services
is effective from 1 November 2009.

Together. We are



santander.co.uk

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Part 1:

Framework Contract for Payment Services

This leaflet provides a separate Framework Contract for the payment services that are set out in Condition 1 below and which may be available on your account from time to time. The Conditions in this Framework Contract are separate to your account's general conditions (and its special conditions where your account has them) and your tariff of charges (together referred to as 'your account's Terms').

To the extent that any of the Conditions in this Framework Contract conflict with any of your account's Terms, the Conditions in this Framework Contract will take precedence and will vary your account's Terms accordingly. This Framework Contract will continue until you or we terminate the Framework Contract in accordance with Condition 12 below or until you or we close your account in accordance with your account's Terms, as amended by this Framework Contract.

Our savings accounts are categorised into two types of accounts: **Payment Accounts** and **Non-payment Accounts**. An account will be a Payment Account unless it has some form of restriction on how money can be paid in or out of that account. For a list of all Payment Accounts, please see Appendix 1. Except where otherwise stated in these Conditions, all of these Conditions apply to both Payment and Non-payment accounts.

If you have any questions as to whether your account is a Payment or a Non-payment account please contact us on **0845 601 7802**.

Personal Security Details means any personal details, security processes or other procedures that we may require you to use or follow in order to confirm your identity and/or authorise a Payment instruction to us. These may include, for example, a password, selected personal information or other security numbers or codes that we give you or that you choose.

A **working day** means any day other than a Saturday, a Sunday or an English public holiday.

1 Payment services available on your account

- 1.1 These Conditions apply to the types of payment listed at Condition 1.2 below (referred to in these Conditions together as **Payments**), which you ask us to make from, or that you may receive or make into, your account. These Conditions apply only where these Payments are made to, or received from, a person in the European Economic Area (EEA) and that are made in sterling, Euros or another currency of the EEA.
- 1.2 The payments covered by this Framework Contract are (subject to section 1.3):
- (a) non-cash payments requested over the counter, by post or via one of our cash machines, or payments made using our telephone banking service or online banking service;
 - (b) payments made using the direct debit scheme (**Direct Debits**);
 - (c) cash payments into, or out of, your account (**Cash Payments**);

- (d) payments made via standing orders (**Standing Orders**);
 - (e) payments made using the Clearing House Automated Payments System (**CHAPS Payments**);
 - (f) BACS payments; and
 - (g) faster payments.
- Payments made using our telephone banking service or online banking service, **CHAPS Payments** and BACS Payments are collectively referred to in this Framework Contract as '**Electronic Transfers**'.

- 1.3 All the above may not be applicable to your account, please see your account's Terms
- 1.4 These Conditions do not apply to payments made into or out of your account by cheque (which will continue to be governed by your account's Terms), or any payments made to or received from banks (or other financial institutions) located outside of the EEA. Separate terms and conditions apply to these foreign payments, copies of which are available on request.

2 Information you need to give us when you make a Payment

- 2.1 Before you instruct us to make a payment on your account you must give us the following information (a **unique identifier**), so that we can identify the person you want to pay:
- (a) for cash payments at a Branch Counter and Electronic Transfer of funds;
 - i) the name of the person you want to pay (or the name of the account, if different);
 - ii) the account number and sort code.
 - (b) for payments using our cash machines;
 - i) your PIN (please note: you must not disclose your PIN to a member of staff or anyone else);
 - (c) for an international transfer of funds into your account;
 - i) your IBAN and BIC, which is found on your statement;
 - (d) for standing orders and automated payments into your Account;
 - i) the account number and sort code.

3 Instructing us to make a Payment

- 3.1 You can instruct us to make a Payment on your account by:
- (a) giving us a written instruction signed by you;
 - (b) using any card and PIN (or other Personal Security Details) if issued by us for use in relation to your account;
 - (c) using your card and PIN at one of our cash machines (or a cash machine that accepts your card);
 - (d) if you have registered for telephone banking service, by calling us on **0845 601 7802** and providing us with selected security details; or
 - (e) if you have registered for our online banking service, by logging onto our secure password protected website and following the online instructions,

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and where you give us a Payment instruction by any of the ways listed above, you will be consenting to us making that Payment on your account. Please note that not all of the above services may be available on your particular type of account.

4 When we will receive your Payment instruction

4.1 We will be deemed to have received your Payment instruction at the time that Payment instruction is actually received by us, except:

- (a) if we receive your Payment instruction (which is not a cash withdrawal from a cash machine) on any day that is not a working day, in which case we will be deemed to have received it on the next working day; or
- (b) if the payment instruction is received by us after 5pm, then we will be deemed to have received it on the following working day; or
- (c) if your Payment instruction is a deposit of cash using one of our cash machines, we will be deemed to have received it by 12 midnight the next working day; or
- (d) if your Payment instruction specifies that the payment is to take place on a specific day (or on the last day of a certain period), then we will be deemed to have received it on the due day specified, unless that day is not a **working day** in which case the following **working day** will apply.

5 Cancelling a Payment instruction

5.1 You can ask us to cancel a Payment instruction you have given us by telephoning us on **0845 601 7802**. If you want to stop a Direct Debit you must also tell the person to whom the Direct Debit is payable. A fee may be payable for requesting us to stop a Payment from your account, if a charge is payable this will be detailed in the tariff of charges. After we receive your Payment instruction, we will stop the Payment, provided that:

- (a) the Payment has not already been made;
- (b) you give us details of the date and amount of the Payment you want us to cancel, and the name, account number and sort code of the person you asked us to pay;
- (c) the Payment is not a card payment or cash payment; or
- (d) if it is an advance payment instruction (such as a direct debit or standing order) you instruct us to cancel the Payment no later than the end of the working day before the Payment is due.

6 When we will and will not make a Payment out of your account

6.1 We will make (or, where applicable, allow a third party to make) a Payment out of your account if you give us a Payment instruction in any of the ways listed in Condition 3.1, provided that:

- (a) you have enough available money in your account to cover the Payment;
- (b) the Payment is within any minimum or maximum limit applicable on your account or on the card which you used to make the Payment;

(c) we are satisfied that the Payment will not place us in breach of any legislation or law and that it does not relate to fraud or any other criminal act; and

(d) you are not in breach of any of these Conditions or any of your account's Terms.

6.2 If we refuse to make a Payment on your account we will tell you that we have done so, the reason why we refused and the procedure for correcting any factual errors that led to our refusal. We will tell you this information (or make it available to you) within three working days of the day we received your Payment instruction, normally by writing to you. We do not need to tell you of any refusal (or the reasons why) if this would otherwise be unlawful.

6.3 You will continue to earn your normal rate of interest on the value of any payment (which is due to be taken) from your account, until that payment is deducted.

7 Terminating or suspending use of your card or withdrawing your Personal Security Details

7.1 We may terminate or suspend your right to use a card or withdraw your PIN or Personal Security Details at any time if we believe that it is necessary for our protection (these reasons include:

- if we believe that this is necessary for **security** reasons;
- to prevent suspected unauthorised or fraudulent use of your card or account; or
- where we consider that there is a risk you will not be able to repay any money you owe us on your account).

7.2 If we need to terminate or suspend your right to use a card or withdraw your PIN or any other Personal Security Details:

- (a) we will tell you of our intention to do so and our reasons why beforehand, unless we are unable to tell you beforehand, in which case, we will tell you immediately after we do so;
- (b) whether we tell before or after, we will inform you of the withdrawal using any of the communication methods listed at Condition 13.1;
- (c) we do not have to tell you that we are withdrawing your PIN or Personal Security Details, if doing so would compromise our security measures or would otherwise be unlawful; and
- (d) you will need to apply for a new PIN or Personal Security Details by speaking to us by telephone, and after you have applied, we will reactivate and/or replace your withdrawn PIN or Personal Security Details as soon as possible, provided that the reason for its withdrawal no longer exists.

7.3 Cards remain our property and we may require you to return them to us and may ask anyone acting for us to retain them.

7.4 You may terminate your right to use a card by giving notice and returning it to us. Before returning your card you must cut it in several pieces, cutting it through the magnetic strip and any Chip.

7.5 Following termination, the Framework Contract and your account's Terms will continue to apply to any amounts you owe as a result of use of your card.

8 When money will be credited and debited to your account and when payments will start or stop earning interest on your account.

8.1 Except as explained in Condition 8.2, if we agree to make a Payment into your account, then:

- (a) When you take cash out of your account your account will be debited immediately. However when it's a cash payment into your account it will be credited when we receive the money (with the exception of cash machine deposits, see 8.1 b below).
- (b) Where it is a Cash Payment deposited via one of our cash machines, the Payment will be made available to you by 12 midnight the next working day after it is deposited in the cash machine.
- (c) Where the payment is an Electronic Transfer, Direct Debit or Standing Order from your account it will take up to three working days for the money to reach the account of the person you want to pay. Where the Payment is an Electronic Transfer, Direct Debit or Standing Order into your account, then it will take three working days for the money to reach your account.
- (d) We offer inbound Direct Debits on some savings accounts (that is the Direct Debit is set up on another account and the payment is received into your savings account). Where money is paid into your account through this method, interest will start to be earned on the day of receipt, and the money can be withdrawn four working days following receipt. If you wish to have your money available sooner than this, please arrange to have the payments made by alternative means.
- (e) Where the payment is an Electronic Transfer between Santander accounts the transfer will be instantaneous unless it is a transfer between Cahoot and Santander, or Santander and Cahoot, (in which case the transfer will take place the next working day). However you can still access your money in your originating account prior to the transfer taking place. You should ensure that sufficient funds are left in place for the transfer.

8.2 If your account allows and you ask us to make a Payment in any EEA currency other than sterling or euros to a person located in the EEA (other than the United Kingdom), then it will take up to four working days for that payment to reach the recipient's bank account.

8.3 If interest is payable on your account then interest will start to be earned on a Payment made into your account on the same working day that it is received and will stop being earned on the day it is deducted.

9 Varying this Framework Contract and interest rates

9.1 We may remove, change or add to any of the Conditions in this Framework Contract:

- (a) to conform with or anticipate any changes in the law, Codes of Practice or recommendations of the Financial Services Authority or any other appropriate regulatory authority;
- (b) to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- (c) to take account of a ruling by a Court, Ombudsman, Regulator or similar body;
- (d) to reflect general banking practice;
- (e) to make them clearer or more favourable to you;
- (f) to ensure that our business is run prudently;
- (g) to rectify any mistake that might be discovered in due course; or
- (h) for any other valid reason.

9.2 If we change any of the Conditions in this Framework Contract (other than interest rates or foreign currency exchange rates – as to which see Condition 9.3 and 9.4 below) or any fee which is payable by you in respect of our payment services, we will give you at least two months' personal notice of the change. Any change to your account's Terms that are not amended by this Framework Contract will be notified to you in the same way as previously set out in your account's Terms.

9.3 Unless any of your account's Terms say otherwise, we may at any time change any interest rate applicable to your account. If we make such a change we will give you at least two months' personal notice of the change, except where:

- (a) the interest rate is based on a reference rate (that is an independent index, such as in the case of interest rates, the Bank of England Base Rate); or
- (b) the change is to your benefit; or
- (c) your account is a Non-Payment Account,

in which case we give notice of the change within 30 days of it being made either by telling you about it personally or by putting notices in the national press or in our branches.

9.4 The exchange rates that we apply on foreign currency payments are based on market conditions. Details of our standard exchange rates of the day can be provided by our branches. We may change our exchange rate immediately and without notice to you.

9.5 If you are not happy with any of the changes (where we have given you advance notice) to any of the Conditions of this Framework Contract or any change to a fee referred to in Condition 9.2, you are free to end this Framework Contract and close your account immediately by telling us at any time during the notice period we give you for the change. In such situations, we will not charge you for ending this Framework Contract. Please see (i) Condition 12 for your and our general rights and obligations in ending this Framework Contract and (ii) your account's Terms for your and our general rights and obligations in closing your account. If you do not notify us that you are unhappy with any change (where we have given you advance notice) to the conditions of this Framework Contract or the fee referred to in Condition 9.2 before the end of the relevant notice period, you will be treated as accepting that change.

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10 Protecting against unauthorised Payments

- 10.1 If you believe that any of your cards or Personal Security Details relevant to your account have been lost, stolen or may have been misused or if you believe that your PIN or any of your security details have become known to another person, then you must notify us as soon as possible by telephoning **0845 601 7802**.
- 10.2 The care of your cards, PINs and security details is essential to help prevent fraud. To help protect against unauthorised Payments on your account you must:
- sign your card in permanent ink as soon as you receive it;
 - destroy the notification of your PIN and/or security details as soon as you receive them and never write down or record them;
 - always take reasonable steps to keep your cards safe;
 - never disclose your PIN or security details to anyone else, not even a member of our staff and do not allow anyone else to use your cards, PIN or security details (not even someone with whom you share a joint account);
 - when logging onto our online banking or telephone banking service, only enter those security details that are requested by our online banking screen or telephone banking service, and act on any further instructions we give you to ensure that your online banking and/or telephone banking is secure; and
 - if you think that anyone else (even a member of your family) knows your PIN change it at any of our cash machines and inform us immediately.
- 10.3 We may cancel your card or withdraw your PIN or any security details:
- if we believe that this is necessary for security reasons or to prevent suspected unauthorised or fraudulent Payments on your account; or
 - where we consider that there is a risk you will not be able to repay any money you owe us on your account, and if we do so, we will try to give you advance notice of the cancellation or withdrawal and the reason why (either in writing or by phone). If we are unable to give you advance notice, we will tell you as soon as possible afterwards. However we do not need to tell you at all of our intention to cancel your card or withdraw your PIN or security details, if doing so would compromise our reasonable security measures or would be unlawful.

11 Our liability for Payments on your account

- 11.1 If you believe that any Payment made on your account was not authorised by you (or any other person permitted to authorise withdrawals or payments from your account) or was made incorrectly, then you must notify us as soon as possible by telephoning **0845 601 7802**.
- 11.2 We are responsible for making Payments on your account correctly. Unless we can demonstrate to you (and, if applicable, the beneficiary's bank) that the beneficiary's bank received the Payment within the relevant payment execution time listed

at Condition 8 above (in which case the beneficiary's bank is legally required to make the Payment to the person you want to pay), we will, immediately after you tell us:

- promptly refund your account with sufficient money to ensure that your account is restored to the same position as it would have been had the incorrect Payment not been made;
 - promptly refund your account with any fees and/or interest we may have charged or you may have lost in connection with the incorrect Payment;
 - if you ask us to, immediately make efforts to trace the incorrect Payment and to notify you of the results of that action; and
 - where the incorrect payment is a payment into your account, we will, where possible, immediately re-transmit the correct payment instruction to the bank acting for the person from whose account the Payment was made.
- 11.3 However Condition 11.2 does not apply and we are not responsible for an incorrect Payment on your account:
- where you fail to tell us (using the means listed in Condition 10.1) of the incorrect Payment (with effect from 1 January 2010) without undue delay and in any case within 13 months of the date on which the Payment occurred, or in the case of a failed Payment, within 13 months of the date on which the Payment ought to have occurred; or
 - where the cause of the incorrect Payment is because you (or another person who is authorised to instruct us to make Payments on your account) gave us the wrong (or insufficient) unique identifier for us to make the Payment, as identified in Condition 2 above.

In these circumstances, we will have no liability to you but we will make reasonable efforts to recover any money paid out of your account or not paid into your account (as the case may be) as a result of the incorrect Payment.

- 11.4 Unless Condition 11.6 applies, we will be responsible for any unauthorised Payment made on your account, provided that you tell us (using the means listed in Condition 11.1) of the unauthorised Payment without undue delay and (from 1 January 2010), in any case within 13 months of the date on which the unauthorised Payment occurred.

Where we are responsible (and if Condition 11.6 does not apply) we will promptly refund your account with the amount of the unauthorised Payment taken from it and any fees and/or interest we may have charged in connection with the unauthorised Payment. We will also credit your account with lost interest that would have accrued on the amount of the unauthorised Payment

- 11.5 If we consider it reasonable to investigate any claim that a Payment on your account is either incorrect or unauthorised (for example where we suspect you have acted fraudulently or very carelessly in keeping your Personal Security Details safe) we will be entitled to investigate the transaction before taking any of the actions in Conditions 11.2 or 11.4. In these circumstances we will conduct our investigation as

quickly as possible and may ask you to assist reasonably in that investigation.

11.6 You will be responsible for all losses that occur on your account as result of an unauthorised Payment if:

- (a) you acted fraudulently or you authorised the Payment or the access to or use of the services by which the Payment was made; or
- (b) you deliberately failed to follow any of the safeguards in Condition 10.2 or to notify us of the unauthorised Payment in accordance with Condition 11.1, or in each case you acted with serious disregard in taking reasonable care to do these things.

11.7 Unless you have acted fraudulently, you are not liable for any unauthorised use of your card, PIN, any of your security details in any of the following cases:

- (a) before you receive them;
- (b) after you have notified us of their loss, theft or unauthorised use under Condition 11.1; or
- (c) if we have failed to provide the facilities for you to notify us in accordance with 11.1 of their loss, theft or unauthorised use; or
- (d) if the unauthorised use relates to the purchase of goods or services made online or by post (including mail order), email, fax, telephone or tele-shopping, unless the purchase relates to land or financial services, or is made using a vending machine, public pay phone or via an auction.

11.8 Where your card or any of your security details are used without your authority in circumstances other than those listed in Condition 11.7, then you will be liable up to a maximum of £50 for any losses incurred as a result, unless Condition 11.6 applies in which case you will be liable for the full amount.

12 Ending this Framework Contract and your account

12.1 Either you or we may end this Framework Contract at any time by giving the other notice. Neither of us need to give a reason for ending the Framework Contract. If we decide to do this, we will give you at least two months personal notice, except where we decide to end the Framework Contract because you are in breach of any of the Conditions in this Framework Contract or in your account's Terms, in which case we do not need to give you any advance notice.

Please note that for certain types of account early withdrawal charges may apply. Please see your account's Terms for more details.

For the avoidance of doubt ending this Framework Contract will not affect or end any account which is not covered by this Framework Contract (in particular a non-payment account which does not offer any of the Payments referred to in section 1.2).

12.2 If you or we end this Framework Contract in respect of one or more accounts then those accounts will be closed automatically and your account's Terms relating to the closure of those accounts shall apply. The Framework Contract will continue

in respect of accounts which you or we have chosen not to close.

13 Our communications with you

13.1 When we communicate with you in relation to Payments on your account or for any other reason relating to this Framework Contract, we will do so either personally or by any other means that we have agreed with you in advance. When we communicate with you 'personally', we will send you messages by post (including by way of messages included on or with your regular account statements), email or, if you have registered for online banking, via our secure online banking website.

13.2 If you want to communicate with us in relation to Payments on your account or for any other reason relating to this Framework Contract you should:

- (a) use the contact addresses and telephone numbers we have given elsewhere in these Conditions for use in relation to the particular communication you want to make (for example, to tell us of a suspected unauthorised Payment on your account you should use the contact details given at Condition 11.1); or
- (b) where no contact address or telephone is specified in these Conditions for the particular communication you want to make, you should email us at



info@bbsavings.santander.co.uk

or call us on



0845 601 7802

13.3 This Framework Contract is available in English only and all communications we will send to you will be in English. We will only accept communications from you in English.

14 Complaints

We hope that you will never find it necessary to make a complaint regarding our payment services but if you do a copy of our complaints procedure is available on request. Alternatively, you can email us at info@bbsavings.santander.co.uk or speak to one of our advisers on 0845 601 7802. If after you have given us the chance to put things right you remain unhappy you can contact the Financial Ombudsman Service. Their contact details and details of how to complain to the Financial Ombudsman Service are available at: www.financial-ombudsman.org.uk

15 Miscellaneous

15.1 Where your account's Terms require us to provide or make available a monthly (or more frequent) statement on your account, then that statement of account will include the following information in respect of all Payments made on that account:

- (a) a reference enabling you to identify the Payment (including where appropriate information relating to the person receiving or making the Payment);

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- (b) the amount of the Payment;
 - (c) any currency exchange rate applied to the Payment (including where appropriate information relating to the person receiving or making the payment);
 - (d) the date on which we received your Payment instruction;
 - (e) the date on which the Payment was credited/debited (as appropriate) to the account; and
 - (f) the amount of any charges paid in respect of the Payment.
- 15.2 Where your account's Terms do not require us to provide or make available to you a monthly statement of account, we will provide or make available (on request) this information to you as soon as practicable after each Payment has been made on your account.
- 15.3 This Framework Contract (and to the extent applicable, our relationship with you before you open your account) is governed by the same law that applies to your account's Terms. This will be English law. You and we agree that the courts of England and Wales will have non-exclusive jurisdiction to hear any disputes arising in relation to this Framework Contract, except where you opened your account in Scotland or Northern Ireland, in which case the courts of Scotland or Northern Ireland (as applicable) will have such jurisdiction.

- 15.4 Any information you provide to us under this Framework Contract shall be held by us under, and subject to, the same terms applicable to your account's Terms.

This Framework Contract (and your account's Terms) contain all the terms agreed between you and us regarding your Payments made on your account(s) and they supersede any prior terms, agreement, understanding or arrangement (whether in writing or oral) between us in relation to those Payments. If any Condition in this Framework Contract is found to be illegal, invalid or unenforceable under any applicable law, such Condition shall, insofar as it is severable from the remaining Conditions, be deemed to be omitted from this framework contract and shall in no way affect the legality, validity or enforceability of any of the remaining Conditions.

Appendix 1

Below is a list of our savings accounts which are classed as Payment Accounts as at 1 November 2009:

- Instant Access Saver
- Instant Saver
- Branch Saver
- eSaver
- Postal Account
- Flexible Saver
- Flexible Saver for Kids
- Flexible Passbook Saver
- Flexible Card Saver
- Bond Maturity Account
- Treasurer's Account
- Platinum Deposit Account
- Platinum Savings Account
- 50+ Saver
- Passbook Saver
- Rate for Life
- Timesaver Account
- Kidzone
- Direct Premium.

Part 2:

Important changes to our savings accounts

Separately from the Framework Contract, the following changes will take effect from 1 November 2009.

Tax

Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that such taxes or costs are paid.

Dormant accounts

We will participate in the Unclaimed Assets Scheme, set up by the Government, under the Dormant Bank and Building Society Accounts Act 2008. If you have not used your account for at least 15 years the balance will be transferred to a fund to be set up by the Government (reclaim fund). This fund has not yet been set up, but once it has we will start making transfers. You will always retain the right to reclaim your money. If you would like to track down a lost or dormant account please go to www.mylostaccount.org.uk to either complete an online request or download a dormant account form.

Using money between accounts (set-off)

If any money is overdue for payment on any other account you have with us (such as a loan, mortgage, credit card or overdraft) we may take the money you owe us out of your account by way of set-off or otherwise.

We can use our right of set-off where you have accounts which are held in your sole name as well as joint accounts you hold with another person. Where possible we will give you at least 7 days' notice, unless we reasonably think that you may move your money to stop us.

ISAs

From 6 October 2009, the annual ISA allowance increased to £10,200 per tax year for customers who are aged 50 or over by the 5 April 2010. Of this up to £5,100 can be contributed to a Cash ISA. From 6 April 2010 the increased allowances will apply to all eligible ISA customers.

Online transactions

To help keep your funds secure, we may limit the amount you can withdraw online or ask you to contact us for transactions that require additional authorisation.

Accounts that have been inactive for five years or longer

To help keep your funds secure and prevent fraud, you might need to provide additional ID before you can transact on savings accounts that have been inactive for five years or longer.

We are able to provide literature in alternative formats. The formats available are: large print, Braille, audio tape and PC disk. If you would like to register to receive correspondence in an alternative format please give us a call and ask for a 'Preferred Communication Request' form.

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