



# Fixed Rate eISA Issue 5

## Terms & conditions



## Terms and Conditions

These terms were last updated 1st April 2006

### Fixed Rate eISA (Issue 5) Annual Interest

#### 5.10% p.a. tax-free/AER for the first year

Once we have accepted a valid application, then these Fixed Rate eISA (Issue 5) Account Terms (known as the 'Terms') will form a legal and binding agreement between you and us. Please read them carefully before making an application.

If you do not already have one of our eSavings accounts, you must print the online application off and sign it. You will be deemed to have read, understood and agreed to the Terms.

If you already have one of our eSavings accounts, you can open an Account online, you will need to accept the Terms during the application process.

## Definitions

**Account:** Means the eSavings ISA account which you have with us. The Account is a Mini Cash ISA.

**Account Term:** One calendar year beginning on the day on which the Account is opened.

**Initial Deposit:** Means the opening deposit which must be a minimum of £3000.00.

**ISA:** An abbreviation for 'Individual Savings Account.'

**TOISA:** An abbreviation for 'TESSA Only Individual Savings Account'. This is an ISA where the funds came from a matured TESSA (Tax Exempt Special Savings Account).

**Nominated Account:** A personal UK bank or building society account that offers Direct Debit facilities which is held in your name.

**We/us/our:** Bradford & Bingley plc (a bank) whose registered office is at PO Box 88, Croft Road, Crossflatts, Bingley BD16 2UA and registered in England under company registered number 3938288 and our successors, transferees and assignees.

**You/Your:** The person named as the holder of the Account or the person named as the applicant in the application for the Account.

## 1. Interpretation

1.1 The headings are provided for ease of reference and shall not affect the interpretation of these Terms.

1.2 Any words in the masculine include the feminine and any words in the singular include the plural and the other way around.

## 2. Relationship

- 2.1 We act as the deposit taker for the Account.
- 2.2 It is your responsibility to inform us of any changes to your personal details (including your Nominated Account details and e-mail address) until the time your Account is closed.
- 2.3 We reserve the right for third parties to administer the Account on our behalf.

## 3. Eligibility & Account Opening

- 3.1 The following are the criteria for opening and operating an Account:
  - 3.1.1 You must be an individual aged 16 years or over.
  - 3.1.2 You must be resident and ordinarily resident in the UK for tax purposes (or be performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK or be married to or be in a Civil Partnership with such a Crown employee). This does not include the Isle of Man and the Channel Isles.
  - 3.1.3 You must hold a Nominated Account with a UK bank or building society that offers a facility to pay Direct Debits and you must have a valid e-mail address.
  - 3.1.4 You must agree to the ISA Declaration and the Terms.
  - 3.1.5 Unless you already have one of our eSavings accounts, you will need to satisfy the money laundering regulations. We will seek to validate your identity and residency via an on-line search facility or, if this fails to provide us the level of proof we require, to comply with regulations, we will ask you to provide proof of address and identity. If we require such documentary evidence to support your application, we will outline specific requirements.
  - 3.1.6 You must provide us with a valid National Insurance Number (if you have one).
- 3.2 If you fail to meet any of the qualifying criteria or cannot satisfy the money laundering regulations we reserve the right not to open your Account.
- 3.3 The Account may only be held in your sole name. The Account cannot be transferred from one investor to another.
- 3.4 The Account cannot be set up as a trustee account, or under a Power of Attorney. The Account cannot be opened by a club, charity, business or other organisation.
- 3.5 You cannot subscribe to both a Maxi ISA and a Mini ISA in the same tax year. You can only open one Cash Mini ISA in each tax year. By opening this Account, you will be limiting the amount of tax-efficient savings in equities that you can make if you have not already opened another Mini ISA component in the current tax year.
- 3.6 Unless you already have one of our eSavings accounts, the Initial Deposit (for £3000.00) can only be made by a personal cheque drawn on an account with a UK bank or building society held in your name. A cheque may take up to 8 working days to clear. Standard cheque clearance is 3 days. This will allow time for the cheque to go through the clearing system as cheques take several days to return unpaid. The Account will not be opened until the cheque is cleared.
- 3.7 If you already have one of our eSavings accounts, you can apply while logged into your existing account by making a transfer of funds from your eSavings account as the Initial Deposit (for £3000.00) provided that there are sufficient available funds and the terms of the eSavings account allows. If you already have one of our eSavings accounts, you will be able to access your Account using your existing User ID and password.
- 3.8 Unless you already have one of our eSavings accounts, all applications must be submitted via the internet on the application form provided. Photocopied application forms are not acceptable. If you already hold an existing eSavings account, you can log onto your account to apply on-line with a shortened application process.
- 3.9 You have the right to close your Account at any time in accordance with the Terms. You also have a statutory right to close your Account within 14 days of opening your Account by sending (by registered post) a written notice to us stating that you are cancelling your Account, addressed to Bradford & Bingley plc, PO Box 1086, Newcastle upon Tyne, NE99 1SD. If you do not cancel this Account, you will be bound by the Terms. There is no minimum duration for which you must hold your Account.
- 3.10 To qualify for the tax-free benefits of an ISA, your Account must be operated within the rules laid down by the Government, which are included within the Terms (and which may change in the future).
- 3.11 Your Account may not go overdrawn. Transactions will not be authorised unless you have sufficient cleared monies in your Account. Please see condition 3 for further details of cleared funds.

- 3.12 We reserve the right to withdraw this Account at any time but if we do existing customers will be guaranteed the Terms.
- 3.13 The Account is a sterling account. All deposits must be in pounds sterling.

## 4. Transactions

### 4.1 Account Opening

- 4.1.1 The Account is designed to be opened and operated over the internet. All Account information must be accessed over the internet. No passbook or certificate is issued for your Account. After the Initial Deposit, which must be made by cheque or a transfer from one of our existing eSavings accounts, in accordance with clauses 3.6 and 3.7 Transfers between the Account and any other Bradford & Bingley non-eSavings accounts that you may hold are not available. Please allow at least 5 working days for a new Direct Debit request to become effective from the date on which your mandate is processed by us.
- 4.1.2 When you open your Account, you must nominate at least one Nominated Account held in your name into which withdrawal proceeds can be deposited and from which (subject to the Terms) funds can be withdrawn and credited to your Account. Not all bank and building society accounts offer Direct Debit facilities and it is your responsibility to ensure that the Nominated Account(s) offer the ability to hold a Direct Debit mandate. Your Nominated Account must not be in the name of or held for a third party, a sole trader, a partnership or a company.
- 4.1.3 We cannot be held responsible for ISA applications that are not received before the end of a tax year. It is your responsibility to get all paperwork and cleared funds to us 2 working days prior to the Tax Year end (at the very latest) to ensure that an Account can be opened prior to the end of tax-year. We cannot be held responsible for any postal delays or incomplete applications. Please also note that it may take up to 8 working days to clear a cheque and you cannot make transactions on your account until the cheque has cleared.

4.1.4 All deposits and withdrawals are subject to a minimum £1.00 per transaction.

### 4.2 Deposits

- 4.2.1 After the Initial Deposit, you cannot make any deposits during the Account Term.
- 4.2.2 After the Account Term:
  - 4.2.2.1 you will be able to transact online provided that there is a cleared credit balance
  - 4.2.2.2 deposits can only be made by Direct Debit from a Nominated Account, or transfer from one of our suitable eSavings accounts held in your name, or a 'transfer in' of an existing cash ISA (see clause 4.4 for details).
  - 4.2.2.3 deposits into the Account can be made only in line with the annual ISA subscription limits, which are set by the Government.
  - 4.2.2.4 you can request deposits by Direct Debit (a) on a one-off basis, (b) for a regular amount at a specified frequency, or (c) for a specified amount on a future date. You waive any right to receive notice of any deposit given under the Direct Debit guarantee.
  - 4.2.2.5 for deposits, your instructions will be processed as soon as practicable. For deposits made prior to midday, funds will usually be credited to your Account two working days later (e.g. request on Monday, funds arrive Wednesday). If a deposit request is made after midday, or on a weekend or English Bank Holiday the funds will normally arrive three working days later (e.g. request on Monday afternoon, funds arrive Thursday). Any payments to your Account by Direct Debit may take up to 4 working days to reach your Account, from the day you originate the transaction – please take this into consideration, especially when making transactions around the end of the tax year. We cannot be held responsible for deposits intended for one tax year that are not received until the next, or for any Direct Debits received that are subsequently returned unpaid by the institution where the relevant Nominated Account is held.
  - 4.2.2.6 Only when a deposit becomes cleared funds will it be available to you to transact online.
- 4.2.3 The annual maximum subscription limit for the Account is currently £3,000 per tax year (running from 6th April to 5th April the following calendar year). Withdrawals have no effect on this limit.

4.2.4 Cheques paid into accounts within clearing banks normally take 3 working days to process before the money becomes available to be withdrawn. This is called the 'clearing cycle'. Bradford & Bingley are not a clearing bank and operate a 7 day cheque clearing cycle. This is to allow time for the cheque to go through the clearing cycle as unpaid cheques can take several days to return. Withdrawals cannot be made against money paid into your Account by cheque until the eighth working day after a cheque has been credited to the Account. Interest is calculated from the day after the cheque is paid in.

#### 4.3 Withdrawals

4.3.1 Withdrawals are not allowed during the Account Term.

4.3.2 After the Account Term:

4.3.2.1 withdrawal requests can be made without any requirement to give notice. Your instructions will be processed as soon as practicable. Upon receipt of a withdrawal request, funds will be withdrawn from your Account immediately. If the withdrawal request is made prior to midday, funds will usually be credited to your Nominated Account two working days later (e.g. request on Monday, funds arrive Wednesday). If a withdrawal request is made after midday, or on a weekend or English bank holiday, the funds will normally be credited to your Nominated Account three working days later. You should note that it can take up to 4 working days for withdrawn funds to arrive in your Nominated Account.

4.3.2.2 you are unable to withdraw against funds paid into your Account by Direct Debit for a period of up to 6 days after the funds have arrived in your Account. This is because the institution where the relevant Nominated Account is held may still recall the payment for a limited period after the funds have arrived in your Account.

4.3.2.3 the Account offers penalty-free access to your monies, provided that all charges have been paid. Monies withdrawn cannot be transferred to any account other than your Nominated Account. All withdrawals must be made via BACS transfer apart from emergency CHAPs withdrawals, which can be made as detailed in clause 4.3.2.4

4.3.2.4 if you need to make an urgent withdrawal of funds, a same day CHAPs request can be made, by telephone or the internet, prior to midday for a same day withdrawal. This service is subject to an additional charge, which will be deducted from your Account balance (before the CHAPs withdrawal is made), and details of the current charges will be provided to you before requesting this service. Please note that the same day service only applies to requests made before midday on a working day (i.e. it excludes weekends and English bank holidays).

4.3.3 The Account may not go overdrawn and there must be sufficient cleared funds to pay charges before making any withdrawals. Withdrawals will not be authorised unless you have sufficient cleared monies in your Account.

4.3.4 Any drawing against an uncleared cheque or other payment is on the basis that you must immediately repay us the amount of the drawing if the cheque does not clear or the payment does not reach your Account.

4.3.5 Payments cannot be made from the Account to accounts held by third parties and the Account offers no bill payment facility.

#### 4.4 Transfers In

4.4.1 Transfers in are not allowed during the Account Term.

4.4.2 After the Account Term:

4.4.2.1 you can request the balance of existing cash ISAs or TOISA held in your name to be transferred into the Account. Such requests must be made in writing using the dedicated 'Transfer In' form on the web-site. Your transfer in will be managed by the Bradford & Bingley eSavings unit on your behalf.

4.4.2.2 accounts where the balance can be transferred in are either mini cash ISAs or consolidated mini cash/TOISA holdings or a TOISA.

- 4.5 Transfers Out
  - 4.5.1 During the Account Term you can transfer the whole of your Account balance to another cash ISA provider however you will lose an amount equal to 90 days interest (at the rate which interest is paid on your account) on the amount transferred. Partial transfers out are not available.
  - 4.5.2 After the Account Term:
    - 4.5.2.1 you can transfer the funds held in your Account to another cash ISA provider. You are able to transfer the whole of your ISA balance to another cash ISA provider. Partial transfers out are not available.
    - 4.5.2.2 if you wish to transfer any funds from the Account to another cash ISA provider, you should contact the new provider; who will contact us to request the funds. We will aim to process and complete a transfer out request within 30 days from receipt of the instruction.
    - 4.5.2.3 transfers of funds from the Account to another Bradford & Bingley cash ISA will be made as quickly as possible. We aim to complete such requests within a maximum of 7 days.
- 4.6 Transactions – General
  - 4.6.1 Once a transaction request has been processed, it cannot be cancelled.
  - 4.6.2 In the event of a genuine emergency, difficulty or if the web-site is unavailable for any reason, withdrawal transactions can be requested by telephone by calling 0845-601-7802, but are subject to us first verifying your identity. We reserve the right to refuse to accept telephone requests in the event of persistent abuse of this facility or if we have not been able to verify your identity to our satisfaction. Please note that we are unable to process deposit requests by telephone. Calls from BT landlines cost a maximum 3.95p per minute. Other companies rates will vary. Calls may be monitored and recorded.
  - 4.6.3 If we fail to carry out your instructions or do so after an unreasonable delay or incorrectly, we will be liable for any resulting loss not exceeding the value of any interest you did not receive or had to pay as a consequence (and subject to you providing us with satisfactory evidence of such lost interest), but we will not be liable for any indirect losses. We will not be liable if we could not carry out your instructions due to a factor outside our control.

## 5. Account Freezing

- 5.1 We may freeze your Account if we suspect that it is being used illegally or if there is a dispute about your Account.

## 6. Errors

- 6.1 While we will try to operate your Account accurately, mistakes may occur. If you are aware that an amount has been incorrectly credited or debited to your Account you should notify us immediately by secure e-mail (via the 'contact us' section of the web-site once you are logged on) or by calling us on 0845-601-7802. Calls from BT landlines cost a maximum 3.95p per minute. Other companies rates will vary. Calls may be monitored and recorded. For security please have your Account details ready. If you withdraw funds with the knowledge that they were incorrectly credited to your Account we may take steps to recover the money from you or take it from your Account and take such other proceedings or actions as may be appropriate.
- 6.2 If we become aware of a transaction anomaly on your Account we will notify you and amend the error accordingly, including removing any money incorrectly credited to your Account.

## 7. Statements

- 7.1 You will not receive regular written Account statements, as statements can be viewed on-line and printed out (subject to a maximum of 2 years' data).
- 7.2 You agree to examine all statements made available to you that set out transactions on the Account. You agree that unless you object in writing to Bradford & Bingley plc, PO Box 1086, Newcastle upon Tyne NE99 1SD to any of the matters contained in the statements within six months of the date of transaction appearing on your statement on the site, you will be deemed conclusively to have accepted all the matters contained in them as true, complete and accurate in all respects.

## 8. Interest

- 8.1 Interest is paid on all credit balances and is calculated daily, and paid annually on the anniversary of the opening of your Account
- 8.2.1 The interest rate on the Account is fixed for the Account Term.
- 8.2.2 After the Account Term the interest rate on the Account is variable and will be equal to the rate payable on our instant access ISA currently our ISA Easy Saver. If the interest rate on the Account changes, you will receive personal notification by e-mail within 30 days of the change taking effect. It is your responsibility to ensure that your postal and e-mail addresses are valid and that you check your e-mail account regularly. If circumstances beyond our control arise, which prevent us giving notice by e-mail, we will provide you with personal notification of interest rate changes by alternative means (e.g. post).
- 8.3 Deposits earn interest from the day after the funds are received in your Account up to (and including) the day on which a withdrawal is made or the Account is closed.
- 8.4 After the Account Term balances below £1,000 will earn a nominal rate of interest. Please see our rate schedule.
- 8.5 Interest can either be credited to your Account or alternatively can be paid out through BACS to a Nominated Account. If you want to change your interest payment instructions, your request must be received by the 20th of the month in order for the change to take effect that month. To make a change to interest payment instructions, please log on to the web-site and go to the 'account maintenance' area. If you have interest paid into a Nominated Account, the funds should be available on the first working day of the next month.
- 8.6 Provided that your Account is operated within the rules of an ISA as laid down by Government, we will pay interest gross (that is tax-free).
- 8.7 AER stands for Annual Equivalent Rate. The AER illustrates what the interest would be if interest was paid and compounded each year:
- 8.8 After the Account Term we reserve the right to add, amend or withdraw interest rate tiers to the Account.
- 8.9 After the Account Term we may increase the interest rate at any time.
- 8.10 After the Account Term we may reduce the interest rate at any time for any one or more of the reasons set out in clause 8.11.
- 8.11 The reasons mentioned in clause 8.10 are:
- 8.11.1 reflect changes which have occurred, or which we reasonably think are about to occur, in the rates of interest which other financial institutions pay to their savers;
- 8.11.2 reflect a change which has occurred, or which we reasonably think is likely to occur, in the interest we earn on any funds which savers have invested with us and which we have placed on the money market;
- 8.11.3 enable us to set the interest rate which we pay to our savers at a level which will attract or retain business from savers;
- 8.11.4 make sure that our solvency level is prudent and continues to satisfy the requirements of our regulator;
- 8.11.5 enable us to harmonise the interest rates which we pay to our savers with those paid by any other financial institution whose business we acquire;
- 8.11.6 reflect any of the following:
- a change which has been made or is about to be made in:
    - the law;
    - regulatory requirements; or
    - any relevant code of practice;
    - a decision by a Court;
    - a decision, recommendation or guidance by an ombudsman, regulator or similar body;
- 8.11.7 reflect changes in the cost of managing your savings account (including changes caused by developments in the technology we use).
- 8.12 Each of the reasons listed in clause 8.11 is to be treated as a separate contractual term. If any one or more of those reasons is invalid, the validity of the others will not be affected.
- 8.13 After the Account Term we may also reduce the interest rate for any other reason which is valid, provided that:
- 8.13.1 We give you notice of the reduction at the earliest opportunity by personal e-mail; and
- 8.13.2 You are then free to close the Account immediately without loss of interest.

## 9. Tax

9.1 In all circumstances you are responsible to the Inland Revenue and we cannot accept any liability.

## 10. Change to Account Terms and Conditions

10.1 We may change these Terms and Conditions at any time in accordance with the following provisions.

Changes may consist of the addition of a new term or the alteration or the deletion of an existing term.

10.2 We may make a change where:

10.2.1 the change is to your advantage; or

10.2.2 the change will make the terms easier to understand

10.3 We may also make a change where the change is not clearly to your disadvantage and is made for one or more of the following reasons:

10.3.1 To reflect a change in the general practice of other financial institutions which offer to the public:

- savings accounts;
- eSavings accounts;
- ISA accounts; and/or
- e-ISA accounts.

10.3.2 To provide for innovations or improvements in the way we look after our Account, or in the services or facilities we offer to customers with an Account;

10.3.3 To reflect any of the following:

10.3.3.1 A change which has been made, or is about to be made, in:

- the law;
- regulatory requirements; or
- any relevant code of practice.

10.3.3.2 A decision by a Court or tribunal;

10.3.4 To reflect any decision, recommendation or guidance by an ombudsman, regulator or similar body.

10.4 If we make a change for a reason set out in clause 10.3, we will ensure that the extent of the change is not greater than is justified by the reason for making it.

10.5 Each of the reasons listed in clause 10.3 is to be treated as a separate contractual term. If any one or more of those reasons is invalid, the validity of the others will not be affected.

10.6 If we make a change under clause 10.2, we will make the change immediately and tell you about it by personal e-mail within thirty days. If we make a change under clause 10.3, we will give you not less than 30 days' prior notice by personal e-mail of the change.

10.7 We may also make a change which is clearly to your disadvantage, provided that we give you not less than 30 days' prior notice of the change. We will give you notice under this clause by personal e-mail.

10.8 You will be free for a period of 60 days following the giving of our notice under clause 10.7, to close your Account without having to pay any extra charges or interest for doing so.

## 11. Charges

11.1 We may at any time reduce or abolish any charge which applies to your Account with immediate effect and without notice.

11.2 We may introduce a new charge or increase an existing charge for your Account for any one or more of the reasons:

11.2.1 To reflect any new or increased costs which we incur in:

- improving the way in which we look after your Account;
- introducing a new or improved service or facility for your Account;
- complying with any decision by a Court or tribunal;
- complying with any change which has been made, or is about to be made in:
  - the law;
  - regulatory requirements; or
  - any relevant code of practice; or
- complying with any decision, recommendation or guidance by an ombudsman, regulator or similar body.

- 11.2.2 To reflect any increased costs that we incur in looking after your Account as a result of a fall in the value of money;
- 11.2.3 To enable us to harmonise the charges which we make to our customers with the charges made by any other financial institution whose business we acquire.
- 11.3 If we impose a new or increased charge for a reason set out in clause 11.2, we will ensure that the amount of the charge is not greater than is justified by the reason for imposing it.
- 11.4 Each of the reasons listed in clause 11.2 is to be treated as a separate contractual term. If any one or more of these reasons is invalid the validity of the others will not be affected.
- 11.5 If we impose a new or increased charge under clause 11.2, we will give you not less than 30 days' prior personal notice by e-mail of the change.
- 11.6 In addition to the charges referred to in 11.2, we may also recover from you any reasonable costs if we do any work, incur any costs, charges, expenses or liabilities:
- as a result of your default, or
  - in responding to any request which you make, or
  - directly as a result of any act or omission by you.
- 11.7 Where clause 11.6, applies, you will:
- 11.7.1 Pay to us the full amount of any costs, charges or expenses which we incur (including an administration fee to cover the cost to us of any work done by our officers, employees and agents) unless you can show that they were unreasonably incurred or are unreasonable in amount; and
- 11.7.2 Indemnify us against any liabilities reasonably incurred by us as a result of 11.6.
- 11.8 Any sums which are payable by you under clause 11 which are not paid, or any deposits that were paid into your Account and are subsequently returned unpaid, may be recovered from you by deducting such sum from the balance of your Account after having given you notice of our intention to do so in writing.
- 11.9 Notwithstanding the Account cannot be overdrawn, in the event that we deduct a sum in accordance with Clause 11.8 and there is an insufficient balance credited to your Account to meet such sum, you accept liability for interest at our then current rate for unauthorised overdrafts in respect of the whole or any part of such sum that exceeds the balance of your Account for the period from deduction until the overdraft is repaid.

## 12. Closure

- 12.1 We reserve the right to close your Account at our discretion if it is being misused, or you cease to meet the ISA eligibility criteria, or in the event of a breakdown in the relationship between you and us. If we close your Account we will give you at least 30 days' notice by personal e-mail (to give you the option to transfer out), however we reserve the right to close your Account without notice if there are exceptional circumstances, such as suspected fraud.
- 12.2 You can close your Account at any time without loss of tax exemptions and without notice or loss of interest.
- 12.3 You must close your Account by requesting a closing withdrawal when logged onto the secure web-site. Please remember that by closing your account, you lose the tax advantages. If you are wanting to re-invest the funds within an ISA but held elsewhere, you should contact your new provider and ask them to 'transfer in' the funds from this Account into your new ISA on your behalf.
- 12.4 Once we have processed the closure in line with your request, any outstanding balance in your Account together with interest from the date of the last interest payment up until the date you close the Account, will be transferred to your Nominated Account. The closing funds will be available in your Nominated Account in line with the timescales for a standard withdrawal.
- 12.5 Once your Account is closed, you will be unable to continue to view your details on the site. It is your responsibility to print out any account details (e.g. statements, transaction history) prior to logging off from the secure web-site after closing your Account.
- 12.6 Once an Account is closed, it cannot be re-activated or re-opened.
- 12.7 In the event of your death, any interest will be paid to your Account net of tax with effect from the date of your death and your Account will cease to be an ISA. When your Account is closed, we reserve the right to claw back any overpayment of interest from the closing balance.

## 13. Unclaimed Balances

- 13.1 We may close the Account if we cannot trace you after reasonable enquiry and either:
    - 13.1.1 The balance credited to the Account is less than £100 and there has been no transaction on the Account for at least three years; or
    - 13.1.2 The balance credited to the Account is £100 or more and there has been no transaction on the Account for at least five years.
- This does not affect your right to claim the balance together with interest that would have accrued on it if your Account had remained open.

## 14. Security

- 14.1 As part of the application process you will be asked to provide responses to 4 "memorable data" questions. You should ensure that your memorable data responses are not known to anyone else and cannot easily be guessed by anyone else. If you already hold an eSavings account with us, the same "memorable data" will apply to the Account.
- 14.2 You will have to enter your user name and password to access the Account web-site. It is your responsibility to keep your user name and password secure and to alert us immediately if you suspect that someone knows your user name and/or password; or if you have misplaced any record of your user name and/or password, or if you forget your user name or password. You must also notify us if you become aware of any unauthorised use of your user name and password or any other breach of security regarding the Account web-site. We will not be liable for any losses incurred as a result of you failing to treat your user name and/or password securely, or if you have acted fraudulently or negligently.
- 14.3 You are responsible for any instructions given to us using your user name and password or memorable data responses, whether through the web-site or by telephone, and we are entitled to treat such instructions as genuine, and act upon them, unless we have received from you prior notification of unauthorised use or disclosure of your user name and/or password or memorable data responses.
- 14.4 We advise you not to access your Account from a public computer, e.g. in an internet café.
- 14.5 The Account web-site includes a facility that gives you the option to change your password when you first log on to the web-site. In addition, you can change your password at any time via the 'maintenance' section of the web-site once logged in. In the event that you have lost or forgotten your password you can contact us by telephone and an operator will ask you a series of security questions based on your memorable data.  
Once your identity has been verified to our satisfaction you will be issued with a new user name and password, which will be sent to you separately. Until you receive your new user name and password, you can make emergency transactions by telephone, subject to us successfully verifying your identity.

## 15. Use of the website

- 15.1 You will be entitled to access and use the web-site in accordance with the Terms once we have confirmed to you acceptance of your application for the Account. You will not be entitled to amend or alter the Terms at any time.
- 15.2 You are responsible for ensuring that your Equipment meets all relevant technical specifications necessary to use the web-site and is compatible with the web-site. You can view the web-site using Internet Explorer versions 5.0 and Netscape Navigator 6.2 or above. Your equipment will need at least the following minimum specification; any IBM compatible 486DX/66MHz or higher processor; Windows 95, Windows 98, Windows, Windows 2000, Windows XP or Windows NT 4 (service pack 3 or above) operating system. 16Mb RAM for Windows 95 or Windows 98 & 32Mb for Windows ME, Windows 2000, Windows XP or Windows NT 4, mouse, keyboard, and modem. It is your responsibility to log off the web-site if you plan to leave your browser unattended, otherwise third parties may gain access to your personal details and Account. The web-site will automatically log you off after 20 minutes of non-usage.
- 15.3 You will be responsible for all Internet service, telephony or other fees and charges incurred by you with any third party in accessing the web-site. You must not attempt to interfere in any way with the proper working of the web-site and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, web-site, router, or any other Internet connected device.

- 15.4 In the event that you encounter any technical problems with the web-site you may contact us on 0845-601-7802. The availability of the web-site could be restricted depending on the severity of the problem.
- 15.5 You are only permitted to use the web-site for your own personal non-commercial purposes, and you may not in any way make the Account available to any third party.
- 15.6 The web-site may provide links to other web-sites that are not under our control. We shall not be responsible in any way for the content of any such other web-site. We provide such links only as a convenience and the inclusion of any link does not imply any warranty, endorsement or other acceptance of responsibility or liability by us in respect of the content (including but not limited to materials and services) contained in or offered by any such web-site.
- 15.7 We take no responsibility for any third party banner advertisements on the web-site or any frames surrounding the web-site. The presence of any such advertisements on the web-site does not represent any endorsement or other acceptance of responsibility or liability by us for any goods or services advertised or goods or services provided or offered on any web-site to which any such advertisement links.

## 16. Liability

- 16.1 We use reasonable skill and care in selecting the providers of content and providing secure access to the content and the web-site and in providing the Account. However, because of the inherent nature of the internet and the number of sources from which we may obtain content we do not give any warranties, express or implied, or make any representations as to the:
  - 16.1.1 accuracy,
  - 16.1.2 adequacy,
  - 16.1.3 access or inability to access, or any delay in access,
  - 16.1.4 security of access, and/or
  - 16.1.5 suitability or security of the web-site or use of any content.
- 16.2 We exclude to the fullest extent permitted by law any statutory or implied conditions and any liability (whether or not in contract) for any losses, costs or damages resulting from or relating to the:
  - 16.2.1 accuracy,
  - 16.2.2 adequacy,
  - 16.2.3 access or inability to access, or any delay in access,
  - 16.2.4 security of access, and/or
  - 16.2.5 suitability or security of use of the web-site or any content except where caused by our willful default or negligence. In no event will we be liable to you for lost profits, indirect or punitive or consequential damages.

## 17. Retention & Set Off

- 17.1 We may set off all or any of the credit balance on your Account against any indebtedness you may have to us, (whether under a mortgage, loan, guarantee, overdraft on another account or otherwise) which is due for payment or repayment but which has not been paid or repaid as the case may be. Interest will not be paid on any credit balance after it has been used in this way.

## 18. Incapacity or infirmity

- 18.1 If after reasonable enquiry it appears to us that you are incapable of managing your financial affairs through age, infirmity or mental disorder and that no-one has been appointed with lawful authority to look after your financial affairs, we may allow withdrawal of all or part of your Account balance (subject to the Terms) by anyone who reasonably appears to us to have custody or care of you or the management of your financial affairs. The receipt of that person shall be binding on you.

## 19. Trusts and Assignments

- 19.1 We need not recognise any trust or charge or other claim of anyone else over your Account, investment or other property unless obliged to do so by law or by order of a competent Court or other authority. Except in cases where we are so obliged, we will not be held responsible for omitting or neglecting to recognise any such trust, charge or claim.
- 19.2 Your rights to the Account may not be assigned and you may not use them as security for a loan.

## 20. Settlement of Disputes

We have an internal complaint procedure to resolve disputes with customers. Any dispute which cannot be resolved under this procedure may be referred to an ombudsman service or any court with the relevant authority.

### Initial Review

If you have a complaint we want to sort this out as quickly as possible. Please email us at [enquiries@savings.bradford-bingley.co.uk](mailto:enquiries@savings.bradford-bingley.co.uk) providing your account details. We will then try our very best to help you. Alternatively you can write to us at Bradford & Bingley plc, PO Box 1086, Newcastle upon Tyne NE99 1SD.

### Independent Review

If, for whatever reason, you're not happy with our final response you can refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Their telephone number is 0845 080 1800 and they will investigate your complaint on your behalf.

## 21. Notices

- 21.1 Any notice to be given to us under these conditions must be in writing addressed and sent to the Company Secretary at our Registered Office: PO Box 88, Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA.
- 21.2 Where we send a notice or other document by post, it will be treated as properly served if we post it to you in a prepaid envelope addressed to the address you notified to us. The notice or document will be treated as served 48 hours after it is posted if it is posted by first-class mail and ten days if it is posted by second-class mail. Where we send a notice or other document by e-mail, it will be treated as properly served immediately it is sent if we sent it to the e-mail address you have notified to us.
- 21.3 Where we are required to give you personal notification in accordance with these Terms, that notification will normally be by e-mail. If circumstances beyond our control arise, which prevent us giving notice by email, we will provide you with personal notification by alternative means (e.g. post).
- 21.4 If for any reason your ISA becomes void, we will notify you in writing and will advise you of what action needs to be taken.

## 22. Governing Law, Jurisdiction and Language

- 22.1 The laws of England and Wales govern the Terms (and any negotiations before opening the Account).
- 22.2 You and we agree that the only courts to have jurisdiction over any dispute relating to your Account or its operation will be the Courts of England and Wales.
- 22.3 The contract and all communications with you about the Account will be in English. The information is valid today.

## 23. Deposit Protection Scheme

In the event of Bradford & Bingley plc ceasing to trade, your deposit is covered by the Financial Services Compensation Scheme, which was established under the Financial Services and Markets Act 2000 and of which Bradford & Bingley is a member. In respect of deposits with an office of the bank in the UK, payments under the Scheme are limited to 100% of the first £2,000 of a depositor's total deposits with the bank and 90% of the next £33,000, resulting in a maximum payment of £31,700. Most depositors, including individuals and small firms, are covered and deposits denominated in all currencies are treated alike. Further information regarding the Compensation Scheme can be obtained from us on request.

## 24. Stakeholders standards

Please note that this account is not a stakeholder product.

## 25. Banking Code

Bradford & Bingley subscribes to the Banking Code