

# Personal savings

Helping you get great value from your savings



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# Welcome to HTB

Thanks for applying for an account with us. Our personal savings accounts are straightforward, competitive and great value. And because we're a British bank supporting local businesses, your money is directly boosting Britain's economy.

You'll find your terms and conditions (T&Cs) attached. Please take time to read them before proceeding.



Protected

## Your FSCS protection

The Financial Services Compensation Scheme, or FSCS, is there to **protect your money**. It guarantees that any deposits you have with us are protected up to £85,000.

It's important to note we don't share our FSCS cover with any other brand or financial institution. Some banks share cover with banks in the same group, meaning if you have money in multiple accounts across that group, you're still only covered up to £85,000 in total.

For more information, visit the **FSCS's site**.

## Using your account online

Once you've opened an account with us, you can use our online banking service. That means you can do some things, such as making withdrawals, giving us reinvestment instructions and viewing your transactions, at the click of a couple of buttons. If you want to open an additional account or get in touch, you will need to call us.

## Our accounts explained

We offer a few different accounts, with different rules on interest rates, the main ones being:

- **Fixed Rate accounts** – commonly known as bonds, these accounts offer interest rates that won't change during the term of your account. You won't be able to add or withdraw your money during the agreed term, which typically ranges from six months to five years, though.
- **Variable Rate accounts (easy access and notice)** – you can add your money at any time. You can withdraw money from an easy access account straight away, but for a notice account you'll need to tell us give us advance notice to make a withdrawal. Notice periods typically range from 30 to 180 days, depending on which account you open. We can change your interest rate, but we'll let you know in advance if we're going to reduce it: 30 days beforehand for Easy Access accounts, and the notice period plus 14 days for Notice accounts. It is important to know that the interest rate paid on your account may differ to that paid on similar accounts, depending on when you opened it. We'll get in touch from time to time letting you know what our current interest rates are and we recommend you keep an eye on our website. You can open a different account at any time and move your money to it, subject to the terms of your existing account.



Protected

## Paying money into your account

Adding money to your account is quick and easy. You can either:

- send an electronic payment, using the sort code and account number we gave you when you opened your account.
- pay money in by cheque, though it will take you longer to start earning interest this way.

You'll only be able to make payments from the account you nominated when you applied for an account with us – that's a current account held in your name at another UK bank or building society. Unfortunately, if money is sent from anywhere else, we'll send it back.

When you do make a payment, just be aware of what's called the 'Confirmation of Payee' scheme. Under this anti-fraud security measure, your bank or building society will check whether your name matches your savings account number at the time of the transfer and might tell you that they cannot identify us. This is because we are not members of the scheme. If you have any doubts about us, you can look us up on the **Financial Services Register** or give us a call. You can also check that the sort code and account number you are making the payment to is the one we gave you when you opened the account.

## What happens at maturity?

A Fixed Rate account reaches maturity at the end of the term.

We'll get in touch around three weeks before maturity explaining the options available to you. If we don't hear back from you, we'll put the money into an Easy Access account, which typically carries a lower interest rate than our other available accounts. So, to carry on making the most of your money, it's important you let us know what you want to do next.

## Opening another account

If you already bank with us, you can also open any of our other accounts. Just log into your account and follow the instructions from there.

## **Closing your account**

You can close your Easy Access account at any point quickly and easily online. And if you have a Notice account you can do the same, you'll just need to give us notice. Do note, though, that you won't be able to close a Fixed Rate account before the end of its term.

So you know, we'll never close an account without very specific reasons. You can check what those reasons are in the Ts&Cs.

## **Transferring your ISA**

It's straightforward to transfer the money from your ISA to a new ISA provider, but you'll need to do it through your new ISA provider's transfer system. If you take out your money yourself, without following the transfer process, it'll lose its tax-free status.

## **If you're not satisfied**

We'll do everything we can to make sure banking with us is easy, stress-free and productive. But please get in touch at any point if you're not happy with our service. You can email us at **[complaints@htb.co.uk](mailto:complaints@htb.co.uk)**. We'll be happy to help.

# Terms and Conditions

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## Personal Savings Account – Terms & Conditions

Saving Accounts Terms and Conditions for Retail Customers 2017 (version 4.0)

The Hampshire Trust Bank Saving Accounts Terms and Conditions for Retail Customers 2017 (version 4.0) are made up of the “General Terms and Conditions for Savings Accounts – Personal Customers”, the Additional Terms and Conditions and the Terms and Conditions for Online and Telephone Banking (as defined below).

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### General terms and conditions for savings accounts – personal customers

#### 1. General

1.1. In these terms and conditions:

- a. References to the singular include references to the plural and vice versa.
- b. Where it refers to one gender we include reference to the other gender.
- c. Where it says ‘you’, ‘your’ or ‘yours’ it means the person named in the Application as the Account Holder. If there is more than one Account Holder ‘you’, ‘your’ or ‘yours’ refers to each Account Holder individually and jointly. They also refer to anyone who takes over your legal rights or duties, including if you die and if your rights are transferred with our permission.
- d. Where it says ‘we’, ‘our’, ‘us’ or ‘Bank’ it means Hampshire Trust Plc trading as Hampshire Trust Bank, our successors or anyone who takes over our legal rights and responsibilities in relation to the Agreement.
- e. You may ask for a copy of these terms and conditions at any time.

1.2. Definitions

**“Account”** means your Bond, Notice Account or Easy Access Account provided by Hampshire Trust Bank or other savings account to which these terms and conditions apply that may be provided by Hampshire Trust Bank to you from time to time;

**“Account Holder”** means the person(s) named in the Application;

**“Additional Terms and Conditions”** means the additional terms and conditions that apply to your Bond (set out in 23 to 26), Notice Account (set out in 27 to 30) or Easy Access Account (set out in 31 to 34) or the additional terms and conditions that apply to any other savings account that may be provided by Hampshire Trust Bank to you from time to time (which may be provided to you as a separate document);

**“Agreement”** means the terms and conditions under which we operate the Account for you, which comprise these General Terms and Conditions for Savings Accounts, the Additional Terms and Conditions, the Online Banking and Telephone Banking Terms and Conditions the Key Features Document,



the Tariff and your Application. Which Additional Terms and Conditions apply to you will depend on the particular Account(s) you hold with us;

**“Application”** means your application to open an Account, including the application form and any other information you provided to us when you asked us to open the Account;

**“Authorised Signatories”** means individuals authorised to operate an Account;

**“Basic information about the protection of your eligible deposits”** means the document setting out the level of cover you are entitled to under the FSCS that we give to you when you open your Account with us, and is otherwise available on request;

**“Bond”** means a fixed period, fixed amount, fixed interest rate account;

**“Electronic Payment”** means payments sent or received using BACS, CHAPS, Faster Payments or any other electronic payment channel;

**“Easy Access Account”** means an account which allows you to give withdrawal instructions with no notice;

**“FSCS”** means The Financial Services Compensation Scheme;

**“Joint Account”** means your Account provided by Hampshire Trust Bank, which you hold jointly with another Account Holder;

**“Key Features Document”** means the document setting out product conditions relevant to your Account, including the rate of interest applicable to your Account, how such interest is charged to your Account, any notice periods that apply to instructions you can give us, and any withdrawal limits that apply;

**“Managed Variable Rate”** means an interest rate which we can vary at our discretion;

**“Mandate”** means a document listing the Authorised Signatories to an Account and their signatures;

**“Maturity Date”** means the day on which your Bond ends and on which we will repay your deposit and the interest you have earned;

**“Maturity Instructions”** means your Payment Instruction to us telling us what we should do with your money when your Bond matures;

**“Nominated Account”** means a personal current account held by you, in your name, at another UK bank or building society which you can use to make payments to your Account and which we can use to make payments from your Account;

**“Notice Account”** means an account requiring a requisite period of notice to be given for you to make a withdrawal;

**“Online Banking”** means a service provided by us which allows you to operate your Account and give us instructions online in accordance with the Online Banking and Telephone Banking terms and Conditions, and is available for the types of account which can be applied for using the online application process set out on our Website, or as we may otherwise notify to you in writing from time to time;

**“Online Banking and Telephone Banking Terms and Conditions”** means the additional terms and conditions that apply to your Online Banking and Telephone Banking that may be provided by Hampshire Trust Bank to you from time to time (which may be provided to you as a separate document);

**“Payment Account”** means an account defined as a payment account under the Payment Services Regulations 2017;

**“Payment Instruction”** means your instruction to us to process a payment transaction on your behalf;

**“Product Literature”** means our website, promotional leaflets, advertisements, letters, emails or any other medium we may use to provide you with information about our products and services;

**“Personal Information”** means any information which you provide to us in your Application or which we obtain through our dealings with you and through the operation of your Account;

**“Security Information”** means information, known only to you, which we will use to identify you when you give us instructions;

**“Tariff”** means the list of charges we make for certain services we may provide in the operation of your Account;

**“Tax Year”** means the period used for calculation of annual taxation liabilities, currently April 6 to April 5;

**“Telephone Banking”** means a service provided by us which allows you to operate your account and give us instructions by telephone in accordance with the Online Banking and Telephone Banking Terms and Conditions;

**“Website”** means [www.htb.co.uk/personal-savings](http://www.htb.co.uk/personal-savings);

**“Welcome Pack”** means the pack we will send to you confirming that we have opened your Account, which will include at least a copy of these General Terms and Conditions for Savings Accounts, our complaints procedure and our Tariff; and

**“Working Day”** means any Monday to Friday, excluding all UK public holidays.

- 1.3. The Agreement is governed by the laws of England and Wales. The courts of England and Wales will deal with any claim, dispute or difference arising from the Agreement.
- 1.4. You have the right to cancel the Agreement and close your Account within 14 days of the day after the date that your Account is opened or you receive your Welcome Pack, whichever is later. You can exercise your right to cancel by writing to us at the address set out in 6.3 or by contacting us using Telephone Banking. If you exercise your right to cancel, we will return any money you have deposited, along with any interest you have earned, to your Nominated Account. If you do not cancel within this period you will be treated as being bound by the Agreement.

## **2. About Us**

- 2.1. Hampshire Trust Bank is a trading name of Hampshire Trust Plc, a firm authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register under number 204601.
- 2.2. We are a company registered in England and Wales under registration number 01311315. Our registered address is 80 Fenchurch Street, London EC3M 4BY.
- 2.3. We are a member of the FSCS.
- 2.4. We subscribe to the Financial Ombudsman Service.

## **3. Opening an Account**

- 3.1. Our Accounts are available to private individuals aged 18 or over (except where the Key Features Document says otherwise), who are permanently resident in the United Kingdom.
- 3.2. The Account Holder will be the person named in the Application.
- 3.3. To open an account you must complete an application form and send it to us at the address indicated on the form. You can download an application form from our website or you can ask us to send one to you by post. Alternatively, you may open an account online using Online Banking where this service is available for the account you wish to open.
- 3.4. When you apply for your account using our online application form, your Account will be an Online Banking account; we are unable to operate an Account off-line if it has been applied for in this way (if you do not wish to use Online Banking or have Online Banking available to you, please ensure that you use the offline, postal application process to apply for your account).
- 3.5. You may open additional accounts using Telephone Banking but not your first account with us.
- 3.6. We will open your Account as soon as reasonably possible after receiving your Application, provided that we have been able to satisfactorily complete our legal requirement to verify your identity and address (see 5). When we have opened your Account we will send you a Welcome Pack.
- 3.7. Your account will be deemed opened by us:
  - a. Where there are no conditions set out in your Welcome Pack, on the date of issue of your Welcome Pack.
  - b. Where there are conditions set out in your Welcome Pack, when you have met those conditions or they have been withdrawn by us.
- 3.8. In order to minimise your risk exposure to fraud, we will bank any cheque that you send us as soon as it is received, rather than hold the physical cheque until completion of the account-opening process.

Where we do this we will hold the amount of the cheque on trust for you until we have opened your Account and deposited this amount into your Account. If your application is not successful, or is withdrawn, before we open your Account we will (unless we are not allowed to by applicable law) return the funds by electronic remittance to the bank account on which your cheque was drawn (even where this is not the Nominated Account set out on your application form).

- 3.9. In order to operate your Account you must also have a Nominated Account. This must be a current account in your name held with another UK bank or building society. Your Nominated Account must be capable of receiving Electronic Payments. You may have only one Nominated Account, irrespective of how many Accounts you hold with us.
- 3.10. We can refuse to open an Account without providing you with a reason. A contract will not exist between us until we have opened your first Account.
- 3.11. If you change any details after opening your Account, such as your name, address or contact details, you must tell us in writing immediately. We may require documentary evidence of some changes.

## **4. Joint Accounts**

- 4.1. You may apply for an Account jointly with other people, provided that they meet our eligibility criteria in 3.1.
- 4.2. You should only apply for a Joint Account if you understand the commitment you are entering into. The Agreement applies to each of you separately as well as both of you together. The British Bankers' Association leaflet 'You and Your Joint Account' explains this further, and you can download it from our Website.
- 4.3. Where more than one of you opened the Account, we will accept instructions on the Account from any of you.
- 4.4. An Account Holder may only be removed from a Joint Account with the written instruction of all other Account Holders.
- 4.5. If we receive conflicting instructions for a Joint Account, or become aware of a dispute between Account Holders, we will not accept any further instructions or process any transactions until all Account Holders have satisfactorily explained the reason for the conflict or dispute and given us clear instructions to continue with the ordinary operation of the Account. In these circumstances, we reserve the right to require all future instructions to be made by all Account Holders.

**5. Identification Requirements**

- 5.1. We are required by law to confirm and verify your identity. We will not open an Account until we have satisfactorily done this for every person named in the Application. You can find out more information about this on our Website.
- 5.2. In the first instance we will attempt to verify your identity by carrying out an electronic search. By making an application for an Account, you give us permission to carry out electronic searches to verify your identity. We will keep a record of any such search.
- 5.3. An electronic search may leave a soft footprint in your credit file. This will not affect your ability to obtain credit at other financial institutions.
- 5.4. If we cannot satisfy our legal obligations electronically, we will write to you and ask you to provide documentary evidence to confirm your identity.
- 5.5. We may complete any other checks we need to undertake to comply with applicable law, regulation and good banking practice.

**6. Contacting Each Other**

- 6.1. We may contact you in writing, by telephone or by email, or other form of electronic message, including SMS, using the contact details provided in your Application or using any new contact details you provide to us.
- 6.2. We may inform you of any new offers or services through our Product Literature.
- 6.3. Unless we tell you that you must contact us in a particular way, you may contact us:
  - a. using Online Banking;
  - b. using Telephone Banking
  - c. in writing by sending a letter to Savings, P.O. Box 74003, London, EC2P 2QR;
  - d. by telephone on 020 7862 6222; or
  - e. by email on [savings@htb.co.uk](mailto:savings@htb.co.uk).
- 6.4. The language of these terms and conditions is English. All communications that occur between us shall be in English.
- 6.5. We will generally only accept Payment Instructions, or other instructions to amend your Account by post, signed in accordance with the Mandate or issued in accordance with the Online Banking and Telephone Banking Terms and Conditions.
- 6.6. At our discretion, we may accept scanned copies of Instructions delivered to us by email. We do not recommend that you do this. You accept that this is a less secure method of delivering instructions to us and will hold us harmless against any and all loss, damage, claims, actions,

proceedings, costs and expenses which you may sustain as a result of issuing Instructions attached to an email.

We will never accept an Instruction contained in the body of an email.

- 6.7. We may respond to general queries by email, but we will never send any information about your Account to you by email or ask you to provide Security Information by email.
- 6.8. You must not contact us using any other form of electronic message, including SMS, social media platforms and instant messaging systems.
- 6.9. We may send you marketing messages and information about other products we believe you may be interested in by email, unless you have asked us not to do so.
- 6.10. If we contact you, or you contact us by phone or using Telephone Banking, we will ask you some questions about your Security Information to confirm that you are the Account Holder. We will not be able to discuss your Account unless you satisfactorily answer these questions. We will not accept Payment Instructions, or any instructions to amend details relating to your Account, by email.
- 6.11. We may record and monitor telephone calls and electronic communications.

## **7. Statements**

- 7.1. Statements contain important information about your transactions and your eligibility under the FSCS. You should check them carefully and inform us immediately if you believe there is a discrepancy on your statement.
- 7.2. We will provide you with a statement of your Account, in each month there are transactions on your Account. We may provide this to you in an electronic format or in the form of a paper statement and the Key Features Document will specify which.

## **8. Giving us Payment Instructions**

- 8.1. You may give us Payment Instructions in the manner indicated in 6 and subject to your Additional Terms and Conditions. You must take all reasonable steps to ensure your Payment Instructions and Security Information are kept safe and secure at all times and take reasonable steps to prevent unauthorised use of them and to ensure that no one else is able to use them to gain access to your Account. You should never write or otherwise record your Security Information in a way that could be understood by someone else, or tell your Security Information to someone else.
- 8.2. You must call us immediately on becoming aware of any unauthorised access to your Account or the loss, theft, misappropriation or unauthorised use of your Security Information or a Payment Instruction.

- 8.3. You must comply with the security procedures we tell you about from time to time.
- 8.4. Where you give us a Payment Instruction we will, at your request, provide you with details of:
- a. how long the transaction will take; and
  - b. any applicable charges, before executing it.
- 8.5. We reserve the right to refuse any Payment Instruction received by you if we have reasonable concerns around:
- a. the secureness of the Payment Instruction; or
  - b. any suspected unauthorised or fraudulent use of your Security Information or the Payment Instruction.
- 8.6. Where we refuse a Payment Instruction we will notify you of this and give you our reasons for doing so either before or immediately after we refuse the instruction, unless we reasonably believe it may not be safe to do so or we are prevented by law.
- 9. Payments into Your Account**
- 9.1. We will only accept payments into your Account in Sterling.
- 9.2. We will only accept payments into your Account made from your Nominated Account.
- 9.3. You may make payments into your Account by cheque or Electronic Payment.
- 9.4. If you make a payment into your Account by cheque, we will usually bank your cheque on the Working Day that we receive it. In common with standard UK cheque clearing cycles, your cheque will clear within six Working Days but you will start to earn interest sooner than this (see 11). You can find out more information about cheque clearing cycles at [www.chequeandcredit.co.uk](http://www.chequeandcredit.co.uk). Unless it says otherwise in the Additional Terms and Conditions for your Account, your money will be available for withdrawal on the sixth Working Day after we bank it (unless you are a knowing participant to fraud).
- 9.5. If you make a payment into your Account by Electronic Payment, we will apply it to your Account as cleared funds on the day we receive it, if we receive it before 1pm. If we receive it after 1pm, we will apply it to your Account as cleared funds on the next Working Day. Unless it says otherwise in the Additional Terms and Conditions for your Account, your money will be available for withdrawal on the Working Day we apply it to your account.
- 9.6. We will not accept payments into your Account in cash or by bankers draft.

## **10. Payments out of Your Account**

- 10.1. We will only make payments from your Account in Sterling
- 10.2. Unless it says otherwise in any Additional Terms and Conditions that apply to your Account, we will ordinarily only make payments from your Account to your Nominated Account or another Account with us by Electronic Payment. We will not make payments to third parties.
- 10.3. If you give us a Payment Instruction to make a payment from your Account, we will accept your Payment Instruction on the Working Day that we receive it, if we receive it before 1pm. If we receive it after 1pm, we will accept it on the next Working Day. Payments to another Account held with us or to a Nominated Account will be credited to your Account, or to the provider of your Nominated Account, by the end of the Working Day following the time of receipt of your Payment Instruction. The funds should be available to you immediately.

## **11. Interest**

- 11.1. Interest is calculated daily on the balance on your Account at the interest rate set out in the Key Features Document for that Account.
- 11.2. If you make a payment into your Account by cheque, it will start to earn interest on the second Working Day after we bank your cheque. It is possible that a cheque may not be met for payment ("bounced") up until the sixth Working Day after we bank it. If this is the case, interest will not then be earned during this period. You can, however, be certain from the end of the sixth Working Day that the cheque will be paid and you will earn interest on that amount (unless you are a knowing participant to fraud).
- 11.3. If you make a payment in to your Account by Electronic Payment, it will start to earn interest on the day we receive your payment, subject to the cut-off times in 9.5.
- 11.4. Interest is applied to your Account in accordance with the Additional Terms and Conditions and Key Features Document for that Account.
- 11.5. We can make changes to the interest rate applied to your Account if allowed under and in accordance with the Additional Terms and Conditions. You will be deemed to accept such changes unless you notify us otherwise. Unless the change is based on a reference rate or is more favourable to you, you will be permitted to terminate the Agreement before the change comes into effect without additional charge.



## 12. Closing Your Account

- 12.1. The Agreement will continue until you or we cancel or end it.
- 12.2. You may instruct us to terminate your Agreement at any time by telling us to do so in accordance with 6. If you have more than one Account, instructing us to terminate your Agreement will mean that we will close all of your Accounts with us. If you are required to provide us with advance notice to close an Account under the Additional Terms and Conditions relevant to that Account, your Agreement will remain in force in relation to that Account until the end of the relevant notice period, at which point your Account will close and your agreement will terminate.
- 12.3. You may close your Account in accordance with the Additional Terms and Conditions by giving us an instruction in writing and signed in accordance with the Mandate to the address set out in 6.3 or by using Online Banking or Telephone Banking.
- 12.4. We reserve the right to close your Account if you cease to be permanently resident in the United Kingdom.
- 12.5. We reserve the right to close your Account and to end this agreement if we, at our reasonable discretion, consider that it has not been operated in a manner satisfactory to us, or if we believe that you have contravened any of these terms and conditions or if, after requesting any information and documents to update our records in order to comply with regulations, such information and documents have not been received within a reasonable period of time.
- 12.6. We will ordinarily give you two months' notice to close your Account and to end the Agreement, however in exceptional circumstances we may take action to close your Account immediately by giving you notice (unless we are not permitted to notify you). Such circumstances include, but are not limited to, if:
- a. you are in repeated or serious breach of this of these terms and conditions or any Additional Terms and Conditions which apply to your Account;
  - b. we reasonably suspect that you have given us false information at any time which may have a significant impact on the services we provide to you;
  - c. we reasonably suspect that your Account is being used for an illegal purpose;
  - d. you behave in an abusive or threatening manner towards our staff;
  - e. we reasonably determine you were not or are no longer eligible to hold your Account (for example if you are using a personal Account for purposes connected with a business);
  - f. we need to close your Account in order to comply with Applicable Law;
  - g. a petition for bankruptcy is presented against you;
  - h. our Agreement with you is cancelled or terminated; or

- i. we reasonably believe that by maintaining your Account we may damage our reputation in an important way.
  - 12.7. If we close your Account, we will send your money to your Nominated Account, less any charges that may be due to us or any reasonable costs that we may have incurred.
  - 12.8. In the event of the death of a sole Account Holder, we will accept instructions only from the Account Holder's properly authorised representatives and only after sight of the original death certificate.
  - 12.9. You may not transfer your Account to any other party, except where it is a Joint Account and one of you dies, in which case the Account will pass to the surviving Account Holder. In this circumstance, we will require sight of the original death certificate.
- 13. Tax**
- 13.1. We will not deduct tax from your interest where it is paid on or after 6 April 2016, following the introduction of a Personal Savings Allowance. If you receive interest which exceeds your Personal Savings Allowance, you may be liable to pay tax on such interest directly to HMRC. For more information, please visit [www.gov.uk](http://www.gov.uk)
  - 13.2. Where you are (or we reasonably believe or are required to presume that you are) subject to the tax requirements of another country:
    - a. We may be required by law or by agreement with tax authorities to disclose or report information about you and your Account:
      - i. to HMRC, who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force; or
      - ii. directly to the tax authorities in other countries.

You agree that we may provide any documentation or information to HMRC and/or any other tax authority that we are required to provide to meet such obligations.
    - b. You agree to provide us, within 30 (thirty) days of us making a request to you, with any personal information, declarations or certifications that we are required to obtain to enable us to determine whether your account details will need to be reported to HMRC or another overseas tax authority in line with the bullet-point above.
    - c. You agree to inform us promptly in writing if any of your personal information changes or there is any change in circumstances following any certification that you may have provided to us.
    - d. We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations or pursuant to any agreement with a tax authority in accordance with this condition.

- e. If you do not provide us with information or documents we need in accordance with this condition, we may:
  - i. close your account; or
  - ii. if the law or other regulations require us to do so, apply a withholding tax to amounts, including interest, we pay to you.

#### **14. Authorising Another Person to Operate Your Account**

- 14.1. We will operate your Account in accordance with the instructions of another person where:
  - a. the Court of Protection or a bankruptcy Court Order has been issued appointing someone else to manage your financial affairs (including your Account(s), where these are expressly stated to be included or it is reasonable for us to imply this from the terms of the Court Order in question);
  - b. you or your attorney has sent us an original or certified copy Lasting Power of Attorney or Enduring Power of Attorney, duly stamped by the Court where this is required;
  - c. you are opening a parental trust account where the beneficiary fulfils the requirements set out in 15.2; or
  - d. you or your trustee(s) have sent us a certified trust deed or will (in the case of a will trust) evidencing to our reasonable satisfaction the existence of a trust over the Account(s) in your favour or benefit;
- 14.2. We may require any third party to satisfy our identification and verification requirements as set out in 5.
- 14.3. Where another person has been authorised to operate your account in accordance with 14.1, the terms of any authorisation will remain in force until we receive, and have had reasonable time to act upon, written notice of termination from you or the person whose authorisation is being terminated. Until such notification has been received we shall not be held liable for any use or misuse of information obtained by an individual who has previously been properly authorised by you for that purpose.
- 14.4. Termination of any authorisation granted in accordance with 14.1 shall not release you from any liability incurred prior to the date on which we receive your written notice of termination and have had reasonable time to act upon it.

#### **15. Trust Accounts**

- 15.1. Where permitted or agreed in accordance with 14.1, your Account can be opened and operated as a trust account. A trust account is where the account is opened in the name of the beneficiary and a third party is registered as a trustee to manage the account. The beneficiary does not have any access to funds held in a trust account on their behalf.

- 15.2. We will open a parental trust account where the beneficiary is under the age of 18 and the trustees are the beneficiary's parents and / or grandparents, without sight of a trust deed.
- 15.3. Where an Account has multiple trustees no one trustee has greater ownership rights over the account than another.
- 15.4. The beneficiary will not be able to access the Account without permission from the trustee, irrespective of the beneficiary's age.
- 15.5. A trustee can elect to be removed from the Account at any time. If they are a sole trustee, by doing this they will automatically release the funds to the Nominated Account, even where this triggers a penalty for early withdrawal. If there are multiple trustees the remaining trustees will continue to have access to the Account.
- 15.6. In the event of the death of a sole trustee the representative of that trustee can appoint a new trustee or release the funds to the Nominated Account. If there are multiple trustees the remaining trustees will continue to have access to the Account.

## **16. Data Protection**

- 16.1. Hampshire Trust Bank Plc is a data controller as defined in the Data Protection Act 1998.
- 16.2. The Data Protection Act 1998 protects individuals from improper use of information held about them.
- 16.3. All Personal Information you provide to us will be treated as private and confidential, even when you are no longer a customer.
- 16.4. We will use your Personal Information to provide and administer your Account, to keep our systems and records up to date, to give you information, to prevent and detect fraud, money laundering and other crime, to meet our regulatory obligations, to carry out statistical analysis, to develop and improve our services to you and other customers, and to protect our interests.
- 16.5. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing withdraw this consent by closing your account. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.
- 16.6. We may also use your Personal Information to provide you with marketing material. You can ask us not to do this.

16.7. We reserve the right to share your Personal Information with third parties for administrative purposes, fraud prevention and where we are required to do so by law (for example, where we are required to provide information about you in accordance with Condition 19.5).

16.8. You can ask for a copy of the information we hold about you by making a data subject access request (DSAR) to us in writing. You can find out more information about this from the Information Commissioners office at [www.ico.gov.uk](http://www.ico.gov.uk). We will charge you for providing this information and the charge is set out in our Tariff.

## 17. Complaints and Redress

17.1. We aim to provide you with the best level of service possible. However, in the event that you are not satisfied with any aspect of the service we have provided please contact us and we will do our best to resolve the situation. You can contact us by telephone on 020 7862 6222 or by writing to us at Hampshire Trust Bank, Savings, PO Box 74003, London, EC2P 2QR. A copy of our complaints procedure is included in the Welcome Pack and is available on our website and on request.

17.2. If you remain unhappy with the steps we take to resolve your complaint, and once we have fully completed our complaints procedure, you may be able to ask the Financial Ombudsman Service to investigate it further.

We will provide you with their contact details on request.

17.3. We are a member of the FSCS. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Details of the level of cover you are entitled to can be found in your Basic Information about the protection of your eligible deposits, and on our Website.

## 18. Claims on Your Account

18.1. If another person makes a claim for any of the funds in your Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else who owns or controls funds in the Account, we may:

- a. put a hold on your Account and refuse to process any Payment Instructions until we are satisfied that the dispute has ended;
- b. send the funds to the person we have good reason to believe is legally entitled to them;
- c. continue to rely on the current records we hold about you;
- d. apply for a Court order; or
- e. take any other action we feel is necessary to protect us.

## **19. Your Liability to Us and Our Liability to You**

- 19.1. We will be liable to you for any loss resulting from any failure, delay or error in carrying out your Payment Instructions on your Account (however caused) unless:
- a. the Payment Instruction is unclear or incomplete; or
  - b. where a payment has been made to a Nominated Account, we are able to prove the payment has been received by your Nominated Account provider.
- 19.2. We will not, however, be liable for any loss that arises from our failure to carry out our responsibilities under the Agreement that would result in us breaking any applicable law, regulation or code or that are due to any abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 19.3. Where we are liable for such loss, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount. We will not be liable for any loss of business, loss of goodwill, loss of opportunity, loss of profit or any loss to you that we could not reasonably have anticipated when you gave us an instruction under this Agreement.
- 19.4. If any loss arises because your Payment Instruction is unclear or incomplete, we will make reasonable efforts to recover your funds. If we are unable to do so we will, on your written request, provide you with all available relevant information to enable you to claim repayment of the funds.
- 19.5. If we are told (for example, by another bank) that a payment has been made into your Account by mistake, we may provide relevant information about the transaction to the paying party's (the sender's) bank if requested to enable them to recover the payment.
- 19.6. For the purposes of Conditions 19.4 and 19.5, information we may provide may include personal details such as your or the other party's (as applicable) name and address.
- 19.7. Where there has been an unauthorised transaction on your Account, you will be liable:
- a. for all losses, if you have acted fraudulently or if you have intentionally or with gross negligence failed to comply with the requirements under 8.1 and 8.2; and
  - b. in all other circumstances, for up to £35 of any losses arising from the misappropriation of your Security Information or a Payment Instruction, or the use of such information or instruction where that information or instruction has been lost or stolen, unless:

- i. it would not have been reasonably possible for you to discover the loss, theft or misappropriation before those transactions were made;
  - ii. we or one of our agents or employees (or those of our sub-contractors) are responsible for the loss of your Payment Instrument; or
  - iii. we were required to authenticate you for that transaction in the way required by applicable law, but did not.
- 19.8. You will not, however, be liable for any losses from unauthorised transactions after you have notified us of such transactions in accordance with 8.2, or if you are unable to do so and we are at fault for this.
- 19.9. Unless you are liable under 19.7 we will immediately refund you the amount of any unauthorised transaction and any charges or interest you paid because of it, and pay you any interest we would have paid you on that amount.
- 19.10. You must tell us if you become aware of any unauthorised or improperly executed transactions on your Account without undue delay. We will not be liable for such transactions in the circumstances outlined above if you fail to tell us within 13 months of such transaction being made, unless we were at fault in preventing you becoming aware of them.

## **20. Varying this Agreement**

- 20.1. You may not amend or alter the Agreement at any time.
- 20.2. Unless the Additional Terms and Conditions say otherwise, we will only amend or alter the Agreement:
  - a. where we reasonably consider it will make the terms and conditions easier to understand or fairer to you, or the change would not be to your disadvantage;
  - b. to reflect any changes in the cost of providing our services to you (where the change made will reflect the change in costs to us) (but we will not recover the same cost twice, for example by changing an interest rate as well);
  - c. to take account of a legal or regulatory requirement;
  - d. because of changes to, or the introduction of, any law, regulation, treaty, official directive or rule of any regulatory authority or organisation having jurisdiction, or any change in their interpretation, administration or application; or
  - e. where we consider it necessary to make reasonable changes to the way we look after your Account or provide services to you as a result of changes in technology or the services that we provide under this Agreement, provided that the change would not be to your disadvantage.

- 20.3. As long as you are able to end this Agreement without charge, we may change any of our terms (including the interest rate we pay you and our charges) for any reason not listed above, but we will not change a fixed rate on an Account for as long as we have agreed to keep it fixed.
- 20.4. Except for changes to interest rates that we can make without advance notice, or changes that operate to your advantage, unless the Additional Conditions say otherwise we will give you at least 30 days advance personal notice of a change, unless we are required to make the change sooner due to legal or regulatory requirements (in which case we will provide you with personal notice in advance of the change as early as possible).
- 20.5. When we tell you about a change that is not to your disadvantage we will make information about the change available on our website within 30 days of the change.
- 20.6. When we tell you about a change to your disadvantage we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date.
- 20.7. Where the change relates to an increase in your account charges or introduction of new account charges, you can close your account at any time before the change takes effect.

In these circumstances, if you ask us to close your Account, and you are required to provide us with advance notice to close an Account under the Additional Terms and Conditions relevant to that Account, the change will not take effect and your Agreement will remain in force in relation to that Account until the end of the relevant notice period, at which point your Account will close and your agreement will terminate.

- 20.8. Except for changes to interest rates and/or charges, for any other changes that operate to your disadvantage you can close your account within 60 days of receipt of notice of this change without having to give us notice in advance.

## **21. Set Off**

We may use any funds deposited with us to repay or reduce any debt which you may have with us (unless it says otherwise in any borrowing terms you agreed with us) either in your own name or jointly with anyone else as borrower, guarantor or in any other way. We do not have to provide you with prior notice of this, but we will tell you after we have done it.



## **22. Online Banking and Telephone Banking**

- 22.1. For Accounts where we provide Online Banking, we may accept electronic instructions from you using a computer or mobile device as described in the Online Banking and Telephone Banking Terms and Conditions.
- 22.2. Any use by you of Online Banking shall constitute your agreement to comply with the Online Banking and Telephone Banking Terms and Conditions.
- 22.3. To use Online Banking and/or Telephone Banking you must comply with any security procedures mentioned in this Agreement, including the Online Banking and Telephone Banking Terms and Conditions, or any other security measures we advise you of, and you must comply with the Online Banking and Telephone Banking Terms and Conditions.
- 22.4. We will provide you with instructions and guidance for using Online Banking and Telephone Banking on our Website and may also tell you about this by post or email. We may vary these instructions or guidance at any time so you must always check our Website to ensure that you are complying with our most up-to-date instructions or guidance before using Online Banking or Telephone Banking.
- Our Website will from time to time contain FAQs or similar further information and guidance; but if you remain in any doubt, please contact us on 020 7862 6222 between 9am and 5pm on a Working Day or such amended hours (temporary or otherwise) as we may post on our Website from time to time.
- 22.5. You must pay all internet service provider charges and any other charges you incur in accessing and using Online Banking and the costs of using the telephone service and obtaining and maintaining any equipment that you use for Telephone Banking.
- 22.6. If you authorise another person to operate your Account in accordance with 14, and you authorise that person to use Online Banking and/or Telephone Banking, you are responsible for ensuring that they comply with 22.3 and 22.4 above.

## **Additional terms and conditions for bonds**

### **23. General**

- 23.1. The conditions set out in 23 to (and including) 26 apply to any Bond you hold with us. They are additional to and should be read together with the General Terms and Conditions for Savings Accounts – Personal Customers set out above. If there is any difference between them, these Additional Terms and Conditions for Bonds apply instead of the Terms and Conditions for Savings Accounts – Personal Customers to the extent of the inconsistency.
- 23.2. We do not consider your Bond to be a Payment Account as described in the Payment Services Regulations 2009.
- 23.3. You have no right to cancel, or withdraw from, your Bond except for the reason set out in 1.4.

### **24. Making a Deposit**

- 24.1. You can only make one deposit into your Bond at the time we open it for you. You cannot make further deposits into your Bond, but you can open as many Bonds as you like unless it says otherwise in the terms and conditions of those Bonds.
- 24.2. The minimum and maximum allowable amounts that you may deposit are set out in the Key Features Document. If you make a deposit for an amount which is lower than our minimum allowable deposit or higher than our maximum allowable deposit we will return it to you without processing it and you will not earn any interest for the period we hold it.

## **25. Maturing Bonds, Withdrawals and Closing Bonds**

- 25.1. We will write to you approximately three weeks before the Maturity Date to advise you of your options and asking for your Maturity Instructions. Your options include reinvesting some or all of your funds into a new Account (subject to the terms and conditions of that new Account) or withdrawing some or all of your funds
- 25.2. If you ask us to reinvest some or all of your funds into a new Account, we will do this from the Maturity Date and you will start to earn interest on the Maturity Date.
- 25.3. If you ask us to withdraw some or all of your funds we will do this by Electronic Payment to your Nominated Account on the Maturity Date.
- 25.4. If we do not receive your Maturity Instruction at least two Working Days prior to the Maturity Date, or if funds remain in your matured Bond, we will deposit your money into an Easy Access Account. The rate on this Account may be lower than the rate paid on your matured Bond.
- 25.5. You may not withdraw funds from your Bond before the Maturity Date for any reason, except death of a sole Account Holder.
- 25.6. We will close your Bond on the Maturity Date.

- 25.7. You may not close your Bond before the Maturity Date for any reason.
- 25.8. We will not close your Bond before the Maturity Date for our convenience. However, we may do so in exceptional circumstances in accordance with the provisions set out in 12.

## **26. Interest**

- 26.1. The interest rate on your Bond is fixed. This means that we will not change it for any reason during the lifetime of your Account.
- 26.2. The interest rate applicable to your Bond is contained in the Key Features Document and will be confirmed in your Welcome Pack.
- 26.3. Interest is calculated daily on your Bond up to, but not including, the Maturity Date.
- 26.4. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be paid monthly, quarterly, annually or at maturity.
- 26.5. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be compounded to your Account or paid to your Nominated Account.

## **Additional terms and conditions for notice accounts**

### **27. General**

- 27.1. The conditions set out in 27 to (and including) 30 apply to any Notice Account you hold with us. They are additional to and should be read together with the General Terms and Conditions for Savings Accounts – Personal Customers set out above and the Key Facts Document for this Account. If there is any difference between these Additional Terms and Conditions for Notice Accounts and the Terms and Conditions for Savings Accounts – Personal Customers the Additional Terms and Conditions for Notice Accounts apply instead of the Terms and Conditions for Savings Accounts – Personal Customers to the extent of the inconsistency.
- 27.2. We do not consider your Notice Account to be a Payment Account as described in the Payment Services Regulations 2009.

### **28. Making Deposits**

- 28.1. You must make an initial deposit when you apply for a Notice Account. The amount of the initial deposit must be at least equal to the minimum deposit amount stated in the Key Features Document.
- 28.2. You may make unlimited additional deposits into your Notice Account provided that the account balance does not exceed the maximum set out in the Key Features Document or unless it states otherwise in the Key Features Document.

### **29. Transfers and Withdrawals**

- 29.1. Subject to 29.4 you may transfer money from your Notice Account to any other Notice Account you hold with us, or use it to open a new Bond or Notice Account, unless it says otherwise in availability and the terms and conditions of those Accounts. We will waive the notice period on your Notice Account if your new Account has an equivalent or greater notice period or term. You may also transfer money from your Notice Account to your Nominated Account, subject to the notice period.
- 29.2. You may only make a withdrawal up to the amount of the cleared balance on your Account. The Key Features Document may specify additional withdrawal limits.
- 29.3. Subject to 29.4 you may close your Notice Account at any time by giving us written notice in accordance with 6.
- 29.4. To make a transfer from your Notice Account, or to close it, you need to give us the required notice advised to you in Your Welcome Pack and contained in the Key Features Document. Once you have given us an instruction to make a transfer from your Notice Account, or to close it, we will treat any subsequent instruction to cancel the transfer or the closure of the Account as an application for a new Notice Account; however, we cannot guarantee that the same rate of interest will apply to this new account.

### 30. Interest

- 30.1. The interest rate on your Notice Account is variable and will be a Managed Variable Rate. The current rate at which it is set is stated in the Key Features Document and will be confirmed in your Welcome Pack.
- 30.2. We may change a Managed Variable Rate as a result of any actual or anticipated changes to:
- a. any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a “regulatory requirement”);
  - b. the base rate set by any Central Bank (such as the Bank of England) where this has an impact on the cost to us of operating or providing your Account;
  - c. changes to market rates, for example LIBOR, where this has an impact on the cost to us of operating or providing your Account; or
  - d. the costs we reasonably incur in operating or providing your Account (including funding costs if relevant).
- 30.3. We may also change a Managed Variable Rate for a valid reason that is not set out in this section 30.
- 30.4. If we make a change to your Managed Variable Rate of a material nature we will provide you with advance personal written notice of the change equal to the notice period on your Account or 30 days, whichever is greater, plus an additional 14 days.
- 30.5. If we make a change to your Managed Variable Rate of a non-material nature we will make information about the change available on our website as soon as reasonably possible after it comes into effect.
- 30.6. A change to your Managed Variable Rate will be considered to be a change of a material nature where the change is to your disadvantage and you have a balance of at least £100 (or equivalent) at the time we give you notice of the change.
- 30.7. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be paid monthly, quarterly or annually.
- 30.8. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be compounded to your Account or paid to your Nominated Account.

## **Additional terms and conditions for easy access accounts**

### **31. General**

- 31.1. The conditions set out in 31 to (and including) 34 below apply to any Easy Access Account you hold with us. They are additional to and should be read together with the General Terms and Conditions for Savings Accounts – Personal Customers set out above and the Key Facts Document for this Account. If there is any difference between these Additional Terms and Conditions for Easy Access Accounts and the Terms and Conditions for Savings Accounts – Personal Customers the Additional Terms and Conditions for Easy Access Accounts apply instead of the Terms and Conditions for Savings Accounts – Personal Customers to the extent of the inconsistency.
- 31.2. We do not consider your Easy Access Account to be a Payment Account as described in the Payment Services Regulations 2009.

### **32. Making Deposits**

- 32.1. You must make an initial deposit when you apply for an Easy Access Account. The amount of the initial deposit must be at least equal to the minimum deposit amount stated in the Key Features Document.
- 32.2. You may make unlimited additional deposits into your Easy Access Account provided that the account balance does not exceed the maximum set out in the Key Features Document or unless it states otherwise in the Key Features Document.

### **33. Transfers and Withdrawals**

- 33.1. You may transfer money from your Easy Access Account to any Notice Account you hold with the Bank or use it to open a new Bond or Notice Account, subject to availability and the terms and conditions of those Accounts. You may also transfer money from your Easy Access Account to your Nominated Account.
- 33.2. You may make unlimited withdrawals up to the amount of the cleared balance on your Account. The Key Features Document may specify additional withdrawal limits.
- 33.3. You may close your Easy Access Account at any time by giving us written notice in accordance with 6.

### 34. Interest

- 34.1. The interest rate on your Easy Access Account is variable and will be a Managed Variable. The current rate at which it is set, is stated in the Key Features Document and will be confirmed in your Welcome Pack.
- 34.2. We may change a Managed Variable Rate as a result of any actual or anticipated changes to:
- a. any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a “regulatory requirement”);
  - b. the base rate set by any Central Bank (such as the Bank of England) where this has an impact on the cost to us of operating or providing your Account;
  - c. changes to market rates, for example LIBOR, where this has an impact on the cost to us of operating or providing your Account; or
  - d. the costs we reasonably incur in operating or providing your Account (including funding costs if relevant).
- 34.3. We may also change a Managed Variable Rate for a valid reason that is not set out in this section 34.
- 34.4. If we make a change to your Managed Variable Rate of a material nature we will provide you with 30 days advance personal written notice of the change.
- 34.5. If we make a change to your Managed Variable Rate of a non-material nature, we will make information about the change available on our website as soon as reasonably possible after it comes into effect.
- 34.6. A change to your Managed Variable Rate will be considered to be a change of a material nature where the change is to your disadvantage and you have a balance of at least £100 (or equivalent) at the time we give you notice of the change or the change
- 34.7. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be compounded to your Account or paid to your Nominated Account.



Protected

# **Terms and Conditions**

## *Online and Telephone Banking*





## Terms and Conditions for Online and Telephone Banking

These terms and conditions apply to Online Banking and Telephone Banking. They are additional to and should be read together with the General Terms and Conditions for Savings Accounts – Personal Customers (the “General Terms and Conditions”) and Additional Terms and Conditions set out above and the Key Facts Document for this Account. If there is any difference between these Terms and Conditions for Online Banking and Telephone Banking and the General Terms and Conditions and Additional Terms and Conditions, the General Terms and Conditions and Additional Terms and Conditions apply to the extent of the inconsistency.

### 1. Online Banking Service

- 1.1. To access Online Banking, you must have at least one Account opened by us and you must have activated your access via our Website using the Security Information applicable to your use of Online Banking.
- 1.2. Online Banking is not available to anyone who is not a resident of the United Kingdom.

### 2. Technical Requirements, Performance Site and Internet Security for Online Banking.

- 2.1. To use Online Banking you need to ensure that the computer device you are using to access and/or use Online Banking (your “equipment”) meets the minimum technical requirements set out on our Website from time to time at [www.htb.co.uk](http://www.htb.co.uk).
- 2.2. We may change the minimum specification that you require in order to access Online Banking and may make operational changes to and alter the services currently available as part of our Online Banking service

at any time.

We will always notify you of such change by placing a message on our Website, or by text, email or by post. If a change in specification results in your equipment becoming incompatible with the requirements of our Online Banking service or you being unable to perform all of the functions of our Online Banking service previously performed, you are responsible for replacing or modifying your equipment so that you may properly access Online Banking.

- 2.3. You are responsible for obtaining and maintaining the equipment and ensuring that you hold all necessary authorisations, permissions or licences (for example, in respect of any software required to access statement information or to download forms). You are also responsible for ensuring that your equipment:
  - a. is kept fully operational;
  - b. is up to date with the latest anti-virus, anti-spyware, firewall and security patches (and we recommend that, where practical, you ‘virus-check’

information that we send you through Online Banking);

- c. contains software that is kept virus free;
  - d. is backed up at regular and frequent intervals so that your important data is protected; and
  - e. is protected from external attempts to gain access to your account information.
- 2.4. We cannot guarantee:
- a. the speed with which you will be able to access and use Online Banking; or
  - b. that you will have uninterrupted or continuous access to Online Banking.
- 2.5. We shall use reasonable endeavours to keep our Online Banking service free from viruses and corrupt files but due to the nature of Online Banking (in particular, the fact that Online Banking uses the Internet to communicate with you) we cannot guarantee that Online Banking is free from infection by viruses or anything else with contaminating or destructing properties. We shall not be liable for any loss or damage that you suffer if your equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default, otherwise we have no responsibility or liability with respect to your equipment.
- 2.6. Please remember that, if you use Online Banking outside the UK, it will be at your own risk, and you should check whether you are allowed to access it from the country you are in at the time. Some countries do not allow

encrypted data to be sent over a public phone network, for example,

so you may want to check this before using Online Banking outside the UK.

### **3. Changing Online Banking Details**

- 3.1. Items of information that you use for Online Banking are items of Security Information.
- 3.2. We may from time to time ask you to change the Security Information you use for Online Banking (your “Online Security Information”) if, for example, we believe that the security of your account or the safety of your Online Security Information has been compromised; and you must change your Security Information without undue delay (or in accordance with any other instructions we may give) if we ask you to do so, and you must change or use your Online Security Information in the way that we may from time to time request.
- 3.3. We can suspend or withdraw your Online Security Information with immediate effect if:
  - a. we believe that this is necessary for security reasons;
  - b. this is to prevent suspected unauthorised or fraudulent use of your Account (for example, where there have been multiple unsuccessful attempts to access your Account using Online Banking); or

- c. it is for a reason provided for elsewhere in these Conditions or in your Account Terms or the terms and conditions of any other service that you are accessing via Online Banking.
- 3.4. We may reactivate your Online Security Information if we reasonably believe that the reasons for suspending them are unfounded or no longer exist. You can re-set any suspended or withdrawn Security Information using Online Banking or, if you are finding it difficult to do this, by contacting us in writing or using Telephone Banking.
- 4. Using Online Banking and Safeguarding Security Information**
  - 4.1. We will, without further enquiry, allow access to Online Banking and process every instruction that is authenticated by use of the security procedures we require you to follow. This means that you are responsible for the genuineness and accuracy of all instructions and information given to us by means of those security procedures, from login to log-off. It is therefore essential that you check all instructions and information carefully before they are sent.
  - 4.2. If we make any changes to our security procedures, or if we change, suspend or withdraw your Security Information, we will tell you beforehand unless we are unable to do so, in which case we will tell you as soon as we can. We do not have to tell you beforehand and may be unable to provide full details or explanation afterwards if, for example, doing so would compromise our security or be unlawful.
  - 4.3. It is a condition of your use of Online Banking that you follow any instructions or guidance, including any safeguards such instructions or guidance may contain, that we provide in accordance with Condition 22.4 of the General Terms and Conditions.

## **5. Termination or Suspension of Online Banking**

- 5.1. In addition to Condition 8.5 of the General Terms and Conditions, we may, where we reasonably consider it appropriate for your or our protection, suspend, withdraw or restrict the use of all or any part of Online Banking. We will tell you as soon as practicable if we take such action. We may also end all or any part of Online Banking at any time by giving you at least 2 (two) months' notice.
- 5.2. If Online Banking ends in respect of one or more of your Accounts, or your Security Information is deactivated:
  - a. you must without undue delay securely destroy any Online Security Information;
  - b. you must promptly destroy or return to us any other documentation you have relating to Online Banking if we ask you to;
  - c. any rights and liabilities between us that have accrued at that time in respect of your Account, will continue to apply between us; and
  - d. we may still carry out instructions received but not processed by us at that time.

## **6. Telephone Banking Service**

- 6.1. Items of information that you use for Telephone Banking are items of Security Information.
- 6.2. Using Telephone Banking, you can reset your Online Security Information and can undertake any other transaction or service that is set out in the Key Features Document for the Account in question.
- 6.3. It is a condition of your use of Telephone Banking that you follow the safeguards set out in any instructions or guidance provided in accordance with Condition 22.4 of the General Terms and Conditions.

# Terms and Conditions

## *Cash ISAs*

## Additional terms and conditions for Cash ISAs

### 1. 1. General

- 1.1. The conditions set out in Clauses 1 to (and including) 8 below apply to any Cash Individual Savings Account (the “Cash ISA”) you hold with us. They are additional to and should be read together with the General Terms and Conditions for Savings Accounts – Personal Customers, set out above, and the Key Features Document for this Cash ISA. If there is any difference between these Additional Terms and Conditions for Cash ISAs and the General Terms and Conditions for Savings Accounts – Personal Customers, the Additional Terms and Conditions for Cash ISAs apply instead of the General Terms and Conditions for Savings Accounts – Personal Customers to the extent of the inconsistency.
  - 1.2. We offer two types of Cash ISA: an “Easy Access Cash ISA”; and a “Fixed Term ISA”. You can choose whether your Cash ISA is an Easy Access Cash ISA or Fixed Term ISA when you apply for the account as described in the Key Features Document.
  - 1.3. Easy Access Cash ISAs and Fixed Term ISAs differ from each other in some important ways, as set out in these Additional Terms and Conditions for Cash ISAs. It is important you read these conditions carefully to ensure you understand the different way these types of accounts are treated.
- Please note, we have indicated where a term is specific to either an Easy Access Cash ISA or a Fixed Term ISA. Where we refer to Cash ISAs in these terms and conditions – we are referring to both types of Cash ISA.
- 1.4. We do not consider a Cash ISA to be a Payment Account.
  - 1.5. Hampshire Trust Bank plc is the ISA Manager for any Cash ISA you hold with us.
  - 1.6. Terms and conditions applicable to ISAs are governed by the Individual Savings Account Regulations 1998 (the “ISA Regulations”) (as amended from time to time) or any replacement regulations or statutes.
  - 1.7. Any changes made by HM Revenue & Customs (“HMRC”) to the ISA Regulations that affect these Additional Terms and Conditions for Cash ISAs will apply as soon as they come into force. We are not obliged to notify you of any regulatory changes to Cash ISAs as the UK Government may change the tax status and the terms and conditions of Cash ISAs at any point in the future.
  - 1.8. We may appoint a third party to perform our functions or responsibilities to you in relation to your Cash ISA; however, we will only do so where we are satisfied that any person we delegate to is competent to carry out those functions and responsibilities

- 1.9. The funds in your Cash ISA must be, and must remain in your beneficial ownership and not be used as security for a loan.
  - 1.10. In accordance with HMRC rules, if you do not make a subscription to your existing Cash ISA in any Tax Year, you must complete a new application form if you wish to continue to invest in subsequent Tax Years.
  - 1.11. In the event of your death your ISA allowance may be inherited by your spouse or civil partner in line with HMRC's rules.
- ## 2. ISA eligibility
- 2.1. You must be resident or ordinarily resident in the United Kingdom for tax purposes to subscribe to a Cash ISA. If you move out of the UK and cease to meet this requirement, you can still retain the benefits of the ISA but will be unable to make further subscriptions to your Cash ISA.
  - 2.2. To benefit from your Cash ISA allowance for each Tax Year you must have applied, opened and subscribed to a Cash ISA prior to the end of the Tax Year. If you open a Cash ISA in one Tax Year but do not subscribe that year's maximum amount, any subscriptions you pay into your Cash ISA in the next Tax Year will count towards the next year's annual subscription allowance.
  - 2.3. Where you open a Cash ISA and do not make a subscription within a single Tax Year, the account will be treated as dormant at the end of the Tax Year and you will need to open a new Cash ISA.
  - 2.4. You may only subscribe to a Cash ISA with one provider in any Tax Year.
  - 2.5. You cannot pay into (subscribe to) a Cash ISA held within another provider in the same Tax Year in which you have made a subscription to a Cash ISA with us. You are, however, permitted to transfer your Cash ISA with us to another provider.
  - 2.6. A Cash ISA may only be held by an investor in his or her sole name. A Cash ISA cannot be a joint account or held on behalf of a person other than the account holder.
  - 2.7. We will notify you if, by any reason of failure to satisfy the provisions of the ISA Regulations, your Cash ISA has or will cease to qualify as an "Individual Savings Account" for the purposes of the ISA Regulations.
- ## 3. Cancellation
- 3.1. If you change your mind about opening the Cash ISA, you have the right to cancel it within 14 days of it being opened. You can do this by telling us that you wish to cancel by calling Customer Services on the number above, by writing to our Customer Services address set out at Clause 6.3 of General Terms and Conditions for Savings Accounts – Personal Customers above.

3.2. If you cancel within the 14 day period, we will return your money, including any interest that has accrued, and the money you have paid in will not count towards your annual ISA allowance for that Tax Year. You may then open another Cash ISA in the same Tax Year.

3.3. If you do not cancel within the 14 day period, your Cash ISA will remain open until it is closed and you may not be allowed to open another Cash ISA until the next Tax Year.

## **4. Deposits**

4.1. The minimum amount you can pay into your Cash ISA is £1.

4.2. The amount you can pay into your Cash ISA account each Tax Year is limited to a maximum annual subscription allowance which is set by the government. This maximum annual subscription allowance may change from time to time and will be detailed in your Key Features Document. The current year's limit is available online.

4.3. If the value of an individual deposit made into your account within a Tax Year causes you to exceed the applicable maximum annual subscription allowance, the whole individual deposit will be returned to you without interest.

4.4. If you subscribe to a Cash ISA, you will limit the amount of tax-free savings in shares, bonds or other investments you are allowed to make in stocks and shares or other types of ISA. We do not currently offer a stocks and shares ISA.

4.5. Fixed Term ISA: If you have a Fixed Term ISA, you may only make one deposit into a Fixed Term ISA at the time we open it for you, and in any event within 30 days of the account opening, subject to Clauses 4.1 to 4.4 and the Key Features Document.

4.6. Easy Access Cash ISA: If you have an Easy Access Cash ISA, you may make as many deposits from your Nominated Account into an Easy Access Cash ISA as you like during a Tax Year, subject to Clauses 4.1 to 4.4 above.

## **5. Maturity of Fixed Term ISAs**

5.1. Fixed Term ISA: If you have a Fixed Term ISA, the maturity date of your Fixed Term ISA is at the end of the term, as set out in the Key Features Document.

5.2. Fixed Term ISA: We will write to you a minimum of 30 days before the Cash ISA Maturity Date to advise you of your options and ask for your instructions. At maturity the Fixed Term ISA will automatically be changed to an Easy Access Cash ISA unless you advise us to do something else.

## **6. Withdrawals**

6.1. Fixed Term ISA: You can withdraw money without incurring a charge after the Cash ISA Maturity Date. Any withdrawals from a Fixed Term ISA prior to the Cash ISA Maturity Date will incur an early redemption fee. Please see your Key Features Document for further details.



- 6.2. Easy Access Cash ISA: You may make withdrawals from an Easy Access Cash ISA to your Nominated Account, or to any Notice Account you hold with us or to a new Bond or Notice Account, at any time:
    - a. provided there are sufficient funds available for withdrawal; and
    - b. subject to the availability and terms and conditions of those Accounts (as applicable).
  - 6.3. Once funds have been withdrawn from a Cash ISA in accordance with Clauses 6.1 and 6.2 above funds cannot be replaced. This means that any subscription you make to a Cash ISA at any time within the Tax Year will count towards your overall maximum limit, even if it is subsequently transferred, withdrawn, or paid to your Nominated Account or another account that you hold with us (as applicable).
- ## 7. Transfers
- 7.1. A Cash ISA may not be transferred from one individual investor to another.
  - 7.2. You may transfer your total Cash ISA balance for the current Tax Year to another ISA provider, subject to your Cash ISA not being subject to any criminal or fraud investigation. Please note that if you want to transfer any subscriptions you have made in the current Tax Year, you must transfer all of those subscriptions as it is not possible to transfer only some of the subscriptions made in the current Tax Year.
  - 7.3. If you transfer your Fixed Term ISA prior to the Cash ISA Maturity Date, the transfer will be subject to an early redemption fee as set out in the Key Features Document. Depending on the fee applied, the balance transferred out could be less than originally deposited. Please see your Key Features Document for further details.
  - 7.4. If you wish to transfer your Cash ISA with us to another ISA provider then you should request this through your new ISA provider, making a separate request for each Cash ISA you have with us and that you wish to transfer. You should not withdraw the funds from your Cash ISA and then pay them to your new ISA as those funds will lose their ISA status.
  - 7.5. Where we are transferring funds to another ISA provider we will do so in accordance with the ISA Regulations relating to transfers and these Additional Terms and Conditions for Cash ISAs.
  - 7.6. On receipt of a transfer instruction form from the new ISA provider we will send the funds and accompanying information to the new ISA provider within 5 working days of the date of receipt of the instruction form, or on expiry of the notice period or fixed term in accordance with your instructions.
  - 7.7. Cash ISA transfers are subject to a charge as set out in the Key Features Document.

7.8. You can transfer a cash ISA to us from another ISA provider by completing a Hampshire Trust Bank Cash ISA application and transfer request. We will send your transfer request to your existing ISA provider within 5 days of receiving it.

## **8. Interest**

8.1. Provided that you and your account continue to qualify under the ISA Regulations, your interest will be paid tax-free. The value of the tax benefit described depends on individual circumstances. The tax treatment of ISAs could change in the future.

8.2. We will pay interest on the balance of your Cash ISA at the rate set out in the Key Features Document.

8.3. Fixed Term ISA: If you have a Fixed Term ISA:

- a. until the Cash ISA Maturity Date the interest rate on your Fixed Term ISA is
  - ii. fixed; and
  - iii. calculated daily on your Fixed Term ISA up to, but not including, the Cash ISA Maturity Date; and
- b. on and following the Cash ISA Maturity Date, unless you have given us other instructions in accordance with Clause 5.2 above, your account will be changed to an Easy Access Cash ISA and interest will be payable in accordance with Clause 8.5 below.

8.4. Easy Access Cash ISA: If you have an Easy Access Cash ISA, the interest rate is variable and will be a Managed Variable Rate. The current rate at which it is set, is stated in the Key Features Document.

8.5. Interest will be paid on your Cash ISA as set out in the Key Features Document and will be compounded to your Cash ISA.

8.6. We may change a Managed Variable Rate as a result of any actual or anticipated changes to:

- a. any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a “regulatory requirement”);
- b. the base rate set by any Central Bank (such as the Bank of England) where this has an impact on the cost to us of operating or providing your Cash ISA;
- c. changes to market rates, for example LIBOR, where this has an impact on the cost to us of operating or providing your Cash ISA; or
- d. the costs we reasonably incur in operating or providing your Cash ISA (including funding costs if relevant).

8.7. We may also change a Managed Variable Rate for a valid reason that is not set out in Clause 8.6.

8.8. If we make a change to your Managed Variable Rate of a material nature we will provide you with 30 days advance personal written notice of the change.

- 8.9. If we make a change to your Managed Variable Rate of a non-material nature, we will make information about the change available on our website as soon as reasonably possible after it comes into effect.
- 8.10. A change to your Managed Variable Rate will be considered to be a change of a material nature where the change is to your disadvantage and you have a balance of at least £100 (or equivalent) at the time of the change or when we give you notice of the change.
- 8.11. Unless it says otherwise in the product conditions set out in the Key Features Document, interest may be compounded to your Cash ISA account or paid to your Nominated Account.

# Complaints Procedure



## Complaints Procedure

At Hampshire Trust Bank we are committed to providing the highest standard of customer service to you and all our customers. Occasionally we may not live up to these standards and if this happens we want to hear from you.

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### If you have a complaint

Letting us know you're unhappy with the service you receive is the best way of ensuring that we have an opportunity of putting matters right for you and improving our service in future for you and all our customers.

In the first instance you should raise your concern with the person or department you have been dealing with and they will endeavour to try and resolve your problem straight away.

If you aren't satisfied with the action they take you can make a formal complaint by contacting:

### Complaints

Hampshire Trust Bank,  
80 Fenchurch Street,  
London EC3M 4BY  
**complaints@htb.co.uk**

To help us investigate and resolve your complaint as quickly as possible it would be helpful if you could provide the following information:

- Your name and address
- Your account/loan number
- Contact details – Mobile or landline
- A clear description of your complaint
- Details of how you want your complaint resolved

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## **What we will do to resolve your complaint**

We will do our best to resolve your complaint as quickly as we can. Where we cannot resolve your complaint within the first 3 days of receiving it, we will provide you with a written acknowledgement of your complaint within 5 working days.

We will aim to resolve your complaint as soon as possible and will look to provide you with an update within 4 weeks. Should the complaint take longer to resolve than expected we will ensure that we issue you with a final response letter within 8 calendar weeks of receiving your complaint.

## **If you are still unhappy**

If you are still unhappy with our response to your complaint, you may be able to refer it to The Financial Ombudsman Service (FOS). FOS was set up by the Government to support unresolved disputes between Financial Service Firms and their customers. The service they provide is completely impartial and aims to provide fair and reasonable resolutions.

They can be contacted at:

### **The Financial Ombudsman Service**

Exchange Tower,  
London  
E14 9SR

Telephone:

**0800 023 4567**

Email:

**[enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)**

Website:

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**



Protected

[illegible]



## **Hampshire Trust Bank**


Savings  
PO Box 74003  
London  
EC2P 2QR

020 7862 6222  
[savings@htb.co.uk](mailto:savings@htb.co.uk)

Opening Hours:  
Monday - Friday, 9am - 5pm  
(excluding Bank Holidays)

[www.htb.co.uk](http://www.htb.co.uk)

Hampshire Trust Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Our FRN number is 204601. We are a company registered in England and Wales, registration number 01311315. Registered office: 80 Fenchurch Street, London EC3M 4BY.

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