

INTELLIGENT FINANCE CONDITIONS 2003

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SCHEDULE OF VARIATIONS REGISTERS OF SCOTLAND

AT EDINBURGH the twenty ninth day of May two thousand and three the deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:

WE, HALIFAX plc, incorporated under the Companies Acts and having our Registered Office at Trinity Road, Halifax, West Yorkshire, HX1 2RG, considering that we are about to make advances to be secured by standard securities to be given over land and buildings in Scotland have decided that the standard securities given to us are regulated by the standard conditions specified in Schedule 3 to the Conveyancing & Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and by the following variations which are referred to as the Intelligent Finance conditions 2003.

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INTRODUCTION

The Intelligent Finance plan is an exciting way for you to look after your finances. It is a single plan in which you can combine various types of financial products to make the most of your money. You can choose which products you want in your Intelligent Finance plan.

THIS BOOKLET SETS OUT HOW YOUR INTELLIGENT FINANCE PLAN WORKS AND THE CONDITIONS THAT APPLY TO IT AND THE JARS WITHIN IT.

PLEASE KEEP THIS BOOKLET SAFE IN CASE YOU NEED TO REFER TO THE CONDITIONS THAT APPLY TO YOUR INTELLIGENT FINANCE PLAN IN THE FUTURE.

These conditions are effective from 1st September 2003.



THE PLAN

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A.1 The different sections of this booklet

This section must be read alongside the other sections of these conditions depending on which types of **jar you** have in **your Intelligent Finance plan**.

A.2 Words with special meanings

A.2.1 In this booklet **we** have put some words in bold type because they have a special meaning. **We** tell **you** what these words mean below.

- **Added rate** – Any rate of interest **we** add to the **variable mortgage rate**. **We** may change this under condition A.8.
- **APR** – The annual percentage rate of the cost of credit which applies to any of **your jars**.
- **Authorised user** – Any person who **you** and **we** agree can have an extra **credit card**.
- **Balance transfer** – An amount **we** agree to pay someone else which will pay off all or some of a debt **you** owe to them.
- **Banking day** – Any day which is not a Saturday, Sunday or an English bank or public holiday. A banking day ends at 8.30 p.m.
- **Bank of England base rate** – The Bank of England's 'repo' rate of interest or any other rate that replaces it used by the Bank of England or any other body that takes over the Bank of England's responsibility for setting such an interest rate.
- **Built-up reserve** – The amount **you** build up by paying more than **your regular mortgage payment**. **You** can do this on a regular basis or by making one-off payments.
- **Capital** – The part of the **mortgage debt we** can charge **interest** on under these conditions. This is made up of:
 - any money **we** have lent **you** that **you** have not repaid;
 - any charge that **you** have not paid; and
 - any interest **you** have not paid off by the end of the **interest period** in which it became due.
- **Card transaction** – Any transaction (except guaranteeing a cheque) **you** make with **your credit card** or **debit card** or when **you** use it to get cash, foreign currency, goods or services or to pay money into any part of **your Intelligent Finance plan**. **You** may not have to show **your credit card** or **debit card** or sign anything to make a card transaction.
- **Cash advance** – The use of **your credit card** to get cash, travellers cheques or foreign currency and any transfer from **your credit card jar** to any other **jar**.
- **Credit balance** – The amount **we** owe **you** on any **jar** in **your Intelligent Finance plan** other than money in a fixed rate savings **jar** or any other **jar** balance that **we** say will not be a credit balance when **you** open the **jar**.
- **Credit card** – The credit card to be used in connection with the credit card **jar**.
- **Credit card agreement** – The agreement between **you** and **us** that **you** sign in connection with any **credit card we** issue to **you**.
- **Credit card transaction** – A transaction when **we** have taken all the necessary steps to carry out **your** or **your authorised user's** instructions to pay money out of **your credit card jar**.
- **Debit balance** – The amount **you** owe **us** on any **jar** in **your Intelligent Finance plan** but not:
 - the amount **you** owe **us** in any current account **jar** or savings **jar** where **you** have an unauthorised overdraft;
 - any money which **you** should have paid **us** but have not; or
 - any other **jar** balance that **we** say will not be a **debit balance** when **you** open the **jar**.
- **Debit card** – Any debit card **we** give **you** to use in connection with **your current account jar**. If this card has a cheque guarantee sign on it **you** may use it to "guarantee" a cheque **you** write to get cash goods or services.
- **Extra agreement** – An agreement between **you** and **us** about any mortgage **jar you** have which is separate from the **offer**. This agreement will only be valid if it is in writing or if its terms are set out in a letter, electronic communication (for example, an email) or other document from **us**.
- **Intelligent Finance plan** – A single account in which **you** can combine various types of financial products.
- **Interest date** – The day in each month when (unless condition A.75 applies) **we** include any unpaid interest in the balance on which **we** pay or charge **you** interest on **your Intelligent Finance plan**. This day must be between the 1st and 28th day of the month. When **you** apply to open the first **jar** in **your Intelligent Finance plan**, **you** can choose which day in each month **you** want **us** to use as the **interest date**. If **you** do not choose a date, **we** will do so. From then on, unless **you** decide to change it in accordance with condition A.712, the **interest date** will be the same day in each month. **You** must have the same **interest date** for all the **jars** in **your Intelligent Finance plan**. The last **interest date** will be the date on which the last **jar** in **your Intelligent Finance plan** is closed. For a personal loan **jar** or mortgage **jar**, the first **interest date** must be at least 14 days after **you** borrow the loan, or the first part of it. The **interest date** is also the date on which **you** have to pay **us** the **regular personal loan payment** and **regular mortgage payment**.
- **Interest period** – The period from the end of one **interest date** to the end of the following **interest date**.
- **Investment plan** – Any endowment or pension policy, personal equity plan (PEP), **ISA** or other investment connected with the **mortgage**.
- **ISA** – An individual savings account.
- **Jar** – One of the products **you** choose to have with **us** and which **you** and **we** agree shall form part of **your Intelligent Finance plan**.
- **Mortgage** – The agreement between **you** and **us** set out in the **mortgage deed** and sections A and F of these conditions.
- **Mortgage debt** – All the money **you** owe **us** under the mortgage **jar**. This includes interest and any of **our** charges and repayment fees **you** have not paid that relate to the mortgage **jar**.
- **Mortgage deed** – The legal document **you** sign giving **us** a mortgage security over the **property** in return for **our** providing the **mortgage loan** as varied or extended by agreement between **you** and **us** from time to time. If the **property** is in England, Wales or Northern Ireland, the document is described as a 'mortgage deed'. If the **property** is in Scotland, it is described as a 'standard security'.
- **Mortgage loan** – Each loan under the mortgage **jar we** make to **you** under these conditions.
- **Mortgage repayment period** – The period or periods for paying off the **mortgage debt**. This is set out in the **offer** and ends on the last day of the month in which **you** are due to pay **us** the final **regular mortgage payment**. Different parts of the **mortgage debt** can have different **mortgage repayment periods**. **We** may change a **mortgage repayment period** under condition F.8.
- **Offer** – **Our** written mortgage offer sent to **you** in connection with the mortgage **jar** and any written offer **we** make to lend **you** more money under the **mortgage**.
- **Personal loan agreement** – The agreement between **you** and **us** that **you** sign in connection with any personal loan **we** lend **you**.
- **Personal loan debt** – All the money **you** owe **us** under the personal loan **jar**. This includes interest and any of **our** charges **you** have not paid that relate to the personal loan **jar**.
- **Personal loan repayment period** – The period during which **you** pay the **regular personal loan payments**.

- **Personal security details** – The customer identification number **we** give **you** when **you** open **your Intelligent Finance plan** and the **plan security code**.
- **PIN** – Any personal identification number
 - **we** give **you** to use with **your debit card**; or
 - **we** give **you** or any **authorised user** to use with **your credit card**.
- **Plan security code** – Any personal identification number **you** choose for accessing **your Intelligent Finance plan**.
- **Pre-agreed reserve** – The amount described in the **offer** or an **extra agreement** as the “pre-agreed reserve”.
- **Property** – The property described in the **mortgage deed** and any interest in it.
- **Purchase** – A **credit card transaction** other than a **balance transfer** or a **cash advance**.
- **Regular mortgage payment** – The amount or amounts **you** must pay **us** on a regular basis as set out in the **offer**, or as notified to **you** by **us**, from time to time. **We** may change this under condition F.8.
- **Regular personal loan payment** – The amount or amounts **you** must pay **us** on a regular basis, as set out in the **personal loan agreement**, or as notified to **you** by **us**, from time to time.
- **Repayment fee** – Any repayment fee **you** have to pay if:
 - **you** repay a **special rate loan** before the end of the **repayment fee period**; or
 - **you** withdraw money from or close a savings **jar** on which **we** pay interest at a **special rate** or on which **we** require **you** to give **us** notice of a withdrawal without giving **us** the required amount of notice.
- **Repayment fee period** – The period during which **you** must pay the **repayment fee**. For a mortgage **jar**, this will be set out in the **offer** or an **extra agreement**.
- **Repayment scheme** – This is an arrangement by which **you** agree that:
 - **you** will pay all or some of the **capital** which the arrangement applies to after the **investment plan** owner receives any money due under an **investment plan**; or
 - **you** will pay all or some of the **capital** which the arrangement applies at the end of the **mortgage repayment period** or within any shorter period agreed between **you** and **us**.
- **Special rate** – Any interest rate (including capped, collared, discounted, fixed or tracker rate of interest) **we** pay **you** or **you** pay **us** (depending on the type of **jar**) and which **we** describe as a “special rate” in the letter **we** send **you** confirming that **you** may open the **jar** or, in the case of a mortgage **jar**, in the **offer** or an **extra agreement**.
- **Special rate loan** – Any part of the **capital** which a **special rate** applies to.
- **Special rate period** – Any period when a **special rate** applies.
- **Variable mortgage rate** – Intelligent Finance’s variable mortgage rate of interest set out in the **offer**. **We** may change this under condition A.8.
- **We, us and our** – Halifax plc, its successors in title and anyone who takes over or has the benefit of any of its legal rights in connection with all or any part of **your Intelligent Finance plan**.
- **Withdrawal** – A transaction made when **we** have taken all the necessary steps to carry out **your** instructions to pay money out of one of **your jars**. **Your** instructions may include **card transactions**, direct debits, standing orders, writing a cheque or any withdrawals made from **your Intelligent Finance plan**.
- **You and your** – The person or persons who own an **Intelligent Finance plan** and anyone who takes over their legal rights in connection with it.

A.2.2 Any reference to any legislation includes any statutory instrument made under it and any changes to either of them.

A.3 Opening and operating your Intelligent Finance plan

- A.3.1 To open an **Intelligent Finance plan** and to own a **jar** within it, **you** must be at least 16 years old.
- A.3.2 **You** cannot have a credit card **jar**, a personal loan **jar**, a mortgage **jar** or an overdraft unless **you** are at least 18 years old. If there are two of **you**, **you** must both be over 18.
- A.3.3 **We** will not allow someone (whether it is **you** or an **authorised user**) who is under 18 to have a **credit card** or a **debit card** which can be used to get credit.
- A.3.4 **We** may change the age at which customers can open any part of an **Intelligent Finance plan**. **We** may also introduce new schemes for different age groups or other categories of customer.
- A.3.5 **You** may open a **jar** within **your Intelligent Finance plan** on behalf of someone under the age of 16. If the person under 16 does not have to pay income tax, **we** will pay interest on the **jar** without deducting tax until the end of the tax year in which the person reaches the age of 16 provided the appropriate form is completed.
- A.3.6 To open or carry out any transactions on **your Intelligent Finance plan**, **you** must live in the United Kingdom.
- A.3.7 An **Intelligent Finance plan** can be owned by a maximum of two people.
- A.3.8 **Your Intelligent Finance plan** can be made up of different types of **jars**. **We** may set a limit on how many **Intelligent Finance plans** **you** may have.
- A.3.9 **We** may set a limit on how many **jars** of a particular type **you** may have in **your Intelligent Finance plan**. **We** can change this limit from time to time but **we** will give **you** 30 days’ notice before **we** do so. If **we** reduce the number of **jars** **you** can have below the number of **jars** **you** have at that time, **we** will not insist that **you** close any of **your jars**.
- A.3.10 To open and operate **your Intelligent Finance plan**, **you** must nominate one current account to be linked to each **jar** (other than a current account **jar**) within **your Intelligent Finance plan**. **You** need this so that **we** can transfer money in and out of **your Intelligent Finance plan**. The current account or accounts **you** nominate may be with **us** or a bank or building society which is a part of the United Kingdom clearing system. One of the **jar** owners must be the owner, or one of the owners, of the current account.
- A.3.11 **We** do not have to accept that anyone other than **you** has any right to or interest in the money in **your Intelligent Finance plan**.
- A.3.12 Unless **we** tell **you** otherwise, **you** can only have an **Intelligent Finance plan** for personal use. **You** must not use it as a sole trader, partnership, company or for any other kind of business account or as a club or charity account.

A.4 Accessing your Intelligent Finance plan

- A.4.1 Intelligent Finance does not have a branch network. **You** can only access **your Intelligent Finance plan** using the technology **we** tell **you** about from time to time.
- A.4.2 When **you** access **your Intelligent Finance plan** **we** will ask **you** to give **us** part of **your personal security details**.
- A.4.3 If there are two of **you**, **you** will each need **your own personal security details**.
- A.4.4 **You** must take all reasonable steps to keep **your personal security details** secret and to prevent anyone else accessing **your Intelligent Finance plan**. This includes, for example:
- A.4.4.1 not writing **your personal security details** down in such a way that someone else could use them to access **your Intelligent Finance plan**;
- A.4.4.2 not programming **your personal security details** into anything **you** use to access **your Intelligent Finance plan**;

- A.4.4.3 logging-off from the secure part of the Intelligent Finance website when **you** are not using **your** computer, telephone or any other piece of equipment; and
- A.4.4.4 not allowing anyone else to use any equipment **you** use to access **your Intelligent Finance plan** without taking suitable precautions.
- A.4.5 **You** must tell **us** as soon as possible if **you** think that someone else:
- A.4.5.1 knows **your personal security details** or any other details which might enable them to access **your Intelligent Finance plan**; or
- A.4.5.2 has tried or intends to try to access **your Intelligent Finance plan**.
- You** will be liable for any transaction carried out on **your Intelligent Finance plan** or any part of it until **you** tell **us**. **You** will not be liable for any transaction carried out on **your Intelligent Finance plan** over the internet where **you** are the victim of fraud. If **you** have been fraudulent or grossly negligent, **you** will be liable for any transactions before and after **you** tell **us**. Conditions B.12, B.13 and D.11 and section 83 of the Consumer Credit Act 1974, may limit any liability **you** have to **us**.
- A.4.6 **We** will take all reasonable steps to ensure that no-one other than **you** or **us** accesses **your Intelligent Finance plan**.
- A.4.7 **We** may suspend access to **your Intelligent Finance plan** if:
- A.4.7.1 **we** think that someone else is trying to access **your Intelligent Finance plan**;
- A.4.7.2 the wrong **personal security details** have been used for **your Intelligent Finance plan**;
- A.4.7.3 **you** are not keeping to these conditions;
- A.4.7.4 **you** enter into a voluntary arrangement with anyone **you** owe money to (or **you** are going to do so);
- A.4.7.5 **you** apply to a court for an interim order (that is a court order which gives **you** temporary protection from a claim made by somebody **you** owe money to);
- A.4.7.6 a bankruptcy order is made against **you** or **we** think that one is likely to be made;
- A.4.7.7 an administration order has been made under the County Courts Act 1984 which covers how **you** are to repay money **you** owe;
- A.4.7.8 **we** think **you** have tried to access any of **our** other customers' **Intelligent Finance plan** or any of **our** files, programmes or records;
- A.4.7.9 **we** think **you** have tried to introduce a virus or other harmful programme to **your Intelligent Finance plan** or any of **our** files, programmes or records or **you** have told someone else how to do so; or
- A.4.7.10 **we** think **you** are using **your Intelligent Finance plan** or any **jar** in it in an illegal way or in a way that **we** reasonably consider to be inappropriate or that harms or could harm the interests of **us**, **our** holding company or any subsidiary of **our** holding company.
- If **we** suspend access to **your Intelligent Finance plan**, **we** will contact **you**.
- A.4.8 When **you** access **your Intelligent Finance plan** using **your personal security details**, **you** are authorising **us** to carry out **your** instructions to **us**.
- A.4.9 **You** can change some parts of **your personal security details** by contacting **us**.
- A.4.10 For administrative or security reasons, **we** can ask **you** to change **your personal security details** at any time.

- A.4.11 **You** must not use the internet from outside the United Kingdom to apply:
- A.4.11.1 to open a new **jar**; or
- A.4.11.2 to borrow money from **us**.
- A.4.12 When **you** access **your Intelligent Finance plan**, **you** must follow any instructions **we** give **you**.
- A.4.13 **You** are responsible for making sure that **your** computer and other equipment and the software can be used with the **Intelligent Finance plan**.
- A.4.14 **We** will only accept instructions from **you** or someone who has a legal right to give **us** instructions.
- A.4.15 **We** may contact **you** to confirm **your** instructions or any steps **we** take following **your** instructions. If **we** do, **you** must let **us** know straight away if **you** think **we** have not correctly set out what **you** asked **us** to do.
- A.4.16 **We** will tell **you** from time to time which cash dispensers **you** can use with **your credit card** or **debit card**.
- A.4.17 If **you** access **your Intelligent Finance plan** using the internet (even if **you** also use the telephone), **you** should check **your Intelligent Finance plan** statement regularly. **We** recommend **you** do so at least once every 14 days.
- A.4.18 **You** should tell **us** straight away if **you** no longer have access to the internet.

A.5 What happens if your Intelligent Finance plan is in joint names?

- A.5.1 If **your Intelligent Finance plan** is a joint account, these conditions apply to both of **you** together and to each of **you** on **your** own.
- A.5.2 **We** may accept the instructions or signature of either of **you** in connection with **your** joint **Intelligent Finance plan**.
- A.5.3 If any **jar** within **your Intelligent Finance plan** is in the name of one of **you**, only that person can carry out transactions on it but both of **you** can view or receive information about transactions and balances on that **jar** as well as all other parts of **your Intelligent Finance plan**.
- A.5.4 If a **jar** in **your Intelligent Finance plan** is in the name of one of **you**, only that person is bound by the conditions that apply to that **jar**.
- A.5.5 When working out the interest **we** pay **you** or **you** pay **us**, **we** look at **your Intelligent Finance plan** as a whole and do not take account of which of **you** owns which **jars** and whether they are in sole or joint names.
- A.5.6 If **you** apply for a **jar** in **your** sole name within **your Intelligent Finance plan** held in joint names, details of **your** application may be provided to the other joint owner.
- A.5.7 If one of **you** dies, **we** will continue to accept instructions in connection with the **jars** held in joint names from the survivor, **we** will not accept instructions from the survivor in respect of **jars** in the deceased's sole name.
- A.5.8 **You** agree that when **we** send **you** a statement by post for **your Intelligent Finance plan**, **we** will send one statement addressed to **you** jointly.
- A.5.9 If **you** live at different addresses, **we** will send one statement addressed to both of **you** at the address of the person whose name appears first on **our** records for **your Intelligent Finance plan**. **We** will only send statements to one address.

A.6 Money paid into and out of your Intelligent Finance plan

- A.6.1 When **you** or someone else pays money into **your Intelligent Finance plan**, it takes time before **you** can use it. This depends on how the money is paid in. Money can be paid into **your Intelligent Finance plan** in a number of ways. **We** set these out and the total number of days before **you** can use the money in the following table. If the payment is a **regular personal loan payment** or a **regular mortgage payment** **you** will not be able to re-use it.

	When the payment appears on your statement (transaction date)	When you can use the money			
		Current account	Savings (availability date)	Credit card	Mortgage (built-up reserve)
Cheque	day we receive it	5 banking days after we receive it	7 banking days after we receive it	8 days after we receive it	5 banking days after we receive it
Banker's draft	day we receive it	day we receive it			
CHAPS	day we receive it	day we receive it			
Internal transfer between jars within your Intelligent Finance plan or another Intelligent Finance plan	same day or (if that day is not a banking day) the next banking day	same day			
Direct debit from an account (other than an Intelligent Finance plan)	3 banking days from us requesting it	service not available	7 banking days from us requesting it	8 days after we receive it	3 banking days from us requesting it
Standing order	day we receive it	day we receive it			
Bank GIRO	day we receive it	5 banking days after we receive it	service not available		
BACS (for example, salary)	day we receive it	day we receive it			

A.6.2 If **we** receive a cheque after 3.00 p.m. or on a day which is not a **banking day**, **we** will deal with it as if **we** had received it on the next **banking day**.

A.6.3 **You** cannot pay cash or cheques into **your Intelligent Finance plan** using a cash dispenser or at a Halifax plc branch or agency counter. For security reasons, **you** must not send **us** cash.

A.6.4 If any cheque or direct debit payment is returned to **us** without it being paid, **we**:

A.6.4.1 will take the same amount out of **your Intelligent Finance plan** and adjust the interest **you** have to pay **us** or **we** have to pay **you**; and

A.6.4.2 may represent it for payment.

If **we** represent a cheque or direct debit for payment, **we** will treat it as a new transaction.

A.6.5 If **you** want to pay a cheque into **your jar**:

A.6.5.1 more than six months after the date on the cheque; or

A.6.5.2 after the expiry date (if there is one shown on the cheque),

you will have to ask the person who made it out to **you** to write a new cheque or re-date the old cheque and put their initials next to the change. If **you** give us an out-of-date cheque **we** may return it to **you**.

A.6.6 **You** can take money out of **your Intelligent Finance plan** in a number of ways. **We** set these out and how **we** treat payments made from **your Intelligent Finance plan** in the following table.

	When the payment appears on your statement (transaction date)	When the payment stops earning interest (or is included in the interest calculation if you are overdrawn)			
		Current account	Savings (effective date)	Credit card	Mortgage (built-up reserve)
Cheque from your current account jar	day it is presented to us for payment	day it is presented to us for payment			
CHAPS	day we send the payment	day we send the payment			
Internal transfer between jars within your Intelligent Finance plan or to another Intelligent Finance plan	same day or (if that day is not a banking day) the next banking day	same day			
Direct debit	day we receive request for payment	day we receive request for payment			
Standing order	at the end of the banking day before we send the payment	3 banking days after we send the payment			
BACS (for example, transferring money to an account with someone other than Intelligent Finance)	3 banking days after we send the payment (except current account – day we send the payment)	day we send the payment	3 banking days after we send the payment		
Bill payment from your current account jar or credit card jar	banking day we send the payment	3 banking days after we send the payment			
Card transaction (excluding a cash withdrawal using your credit card)	day we are notified of the card transaction	day we are notified of the card transaction			
Cash withdrawal from your credit card jar	Day we are notified of the card transaction	Day we are notified of the card transaction			

A.7 How your Intelligent Finance plan works

A.7.1 When **you** or someone else pays money into **your Intelligent Finance plan**, it takes time before the payment has an effect on the interest **we** pay **you**. This depends on how the money is paid in. Money can be paid into **your Intelligent Finance plan** in a number of ways. **We** set these out and the total number of **banking days** before the money starts to be eligible to earn interest in the following table.

	When the payment appears on your statement (transaction date)	When do you start getting the benefit of any interest* (effective date)
Cheque	day we receive it	3 banking days after we receive it
Banker's draft	day we receive it	3 banking days after we receive it
CHAPS	day we receive it	day we receive it
Internal transfer between jars within your Intelligent Finance plan or from another Intelligent Finance plan	same day	same day
Direct debit from an account (other than an Intelligent Finance Plan)	3 banking days from us requesting it	3 banking days from us requesting it
Standing order	day we receive it	day we receive it
Bank GIRO	day we receive it	day we receive it
BACS (for example, salary)	day we receive it	day we receive it

* Provided the payment is not cancelled.

- A.7.2 **We** work out the interest on **your Intelligent Finance plan** on the basis of the balances at the end of each day. **We** do this calculation at the end of each **interest period**.
- A.7.3 When **we** work out the interest **we** pay **you** or **you** pay **us** on **your Intelligent Finance plan**, **we** look at the amounts in each **jar** on which interest is payable.
- A.7.4 At the end of each **interest period**, interest which has accrued during that **interest period** on any money **we** owe **you** or **you** owe **us** in **your Intelligent Finance plan** will be added to or taken away from (as the case may be) the balance of the relevant **jar**.
- A.7.5 There are three exceptions to the treatment of interest described in condition A.7.4.
- A.7.5.1 Interest which has accrued during the **interest period** on any money **you** owe **us** on a current account **jar** will be added to the money **you** owe **us** (or, as the case may be, taken off the money **we** owe **you**) on that **jar** at the end of the following **interest period**. If in any one **interest period**, **we** owe **you** interest on some days and **you** owe **us** interest on other days, **we** will take one amount away from the other and show the resulting figure on **your** statement.
- A.7.5.2 If **you** have asked for interest on a savings **jar** to be added to the **jar** once a year, interest will be added to the money **we** owe **you** (or, as the case may be taken off the money **you** owe **us**) on the **jar** on each anniversary of the opening of **your Intelligent Finance plan**.
- A.7.5.3 **We** work out the interest on credit card **jars** in the way set out in condition D.6.
- A.7.6 If **you** have a joint **Intelligent Finance plan**, when working out the interest **we** pay **you** or **you** pay **us**, **we** look at **your Intelligent Finance plan** as a whole and do not take account of which of **you** owns which **jars** and whether they are in sole or joint names.
- A.7.7 **We** will work out interest on the **credit balances** and **debit balances** for the **jars** in **your Intelligent Finance plan** (but not arrears and unauthorised overdrafts) in one of two ways, the choice is **yours**.

A.7.7.1 OPTION 1 – How **your credit balances** can work to reduce the interest **you** pay **us**

Where **you** choose Option 1, **we** arrange **your credit balances** in a stack, placing the balance on which **we** pay the lowest rate of interest at the bottom of the stack. **We** also arrange **your debit balances** in a stack, placing the balance on which **we** charge the highest rate of interest at the bottom of the stack. In either case, if two or more balances have the same interest rate, **we** will stack them in the order in which **we** opened the **jars** for **you**.

We will stop stacking any remaining **credit balances** or **debit balances** when **we** reach the point (the “cut-off point”) where:

- **we** have used up all the **credit balances**; or
- **we** have used up all the **debit balances**.

The effect of choosing OPTION 1 is that:

- **we** will not charge **you** any interest on any **debit balance** (or part of a **debit balance**) which is below the cut-off point.
- **we** will not pay **you** any interest on any **credit balance** (or part of a **credit balance**) which is below the cut-off point.

The appropriate interest rates will apply to any balance (or part of a balance) above the cut-off point.

A.7.7.2 OPTION 2 – How **your debit balances** can work to maximise the interest **we** pay **you**

Where **you** choose Option 2, **we** work out the cut-off point in the same way as under Option 1.

So **we** arrange **your credit balances** in a stack placing the balance on which **we** pay the lowest rate of interest at the bottom of the stack. **We** also arrange **your debit balances** in a stack placing the balance on which **we** charge the highest rate of interest at the bottom of the stack. In either case, if two or more balances have the same interest rate, **we** will stack them in the order in which **we** opened the **jars** for **you**.

We will stop stacking any remaining **credit balances** or **debit balances** when **we** reach the point (the “cut-off point”) where:

- **we** have used up all the **credit balances**; or
- **we** have used up all the **debit balances**; or
- the interest rate on a **credit balance** (or on the unused part of a **credit balance**) equals or exceeds the interest rate on the remaining **debit balances**.

The effect of choosing Option 2 is that:

- **we** will charge **you** interest on all **debit balances** at the appropriate rates.
- **we** will increase the rate of interest **we** pay on each **credit balance** (or part of a **credit balance**) which is below the cut-off point so that the rate **we** pay at each point in the stack of **credit balances** is the same as the rate **we** charge at the equivalent point in the stack of **debit balances**.

We will pay interest at the appropriate rates on any **credit balance** (or part of a balance) above the cut-off point.

A.7.7.3 Example

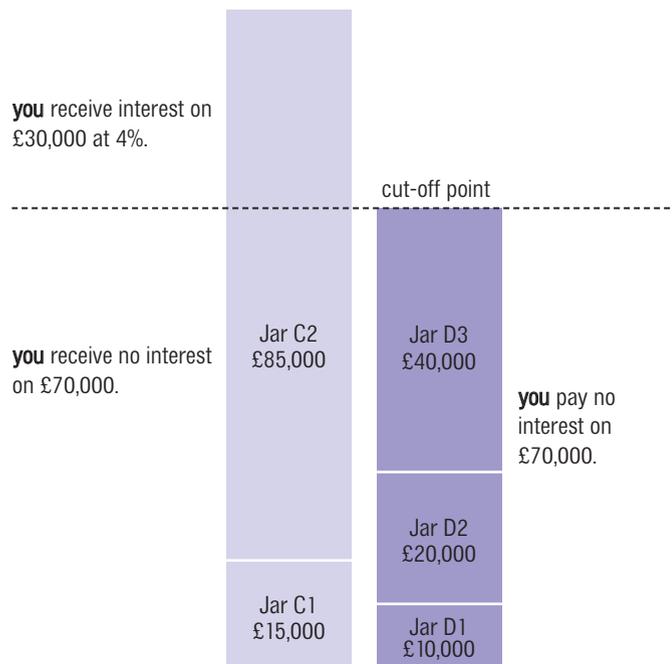
Suppose **you** have:

- a **credit balance** of £15,000 in jar C1 and the interest rate on the **jar** is 2%;
- a **credit balance** of £85,000 in jar C2 and the interest rate on the **jar** is 4%;
- a **debit balance** of £10,000 in jar D1 and the interest rate on the **jar** is 10%;
- a **debit balance** of £20,000 in jar D2 and the interest rate on the **jar** is 8%; and
- a **debit balance** of £40,000 in jar D3 and the interest rate on the **jar** is 6%.

The cut-off point comes at £70,000, when all the **debit balances** have been used up.

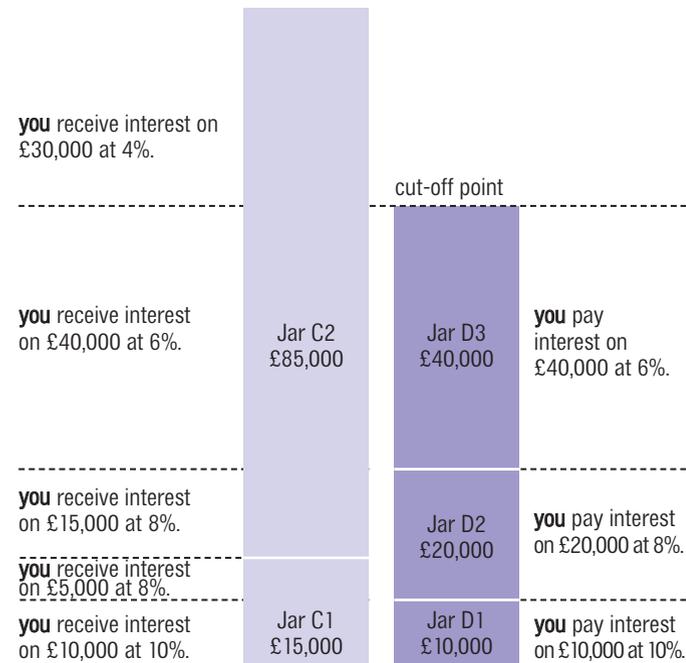
OPTION 1 means that:

- **we** do not charge **you** interest on jar D1, jar D2 or jar D3.
- **we** do not pay **you** interest on jar C1 or on the first £55,000 in jar C2;
- **we** pay **you** interest at the appropriate rate (4%) on the remaining £30,000 in jar C2.



OPTION 2 means that:

- **we** charge **you** interest at the appropriate rates on jars D1, D2 and D3;
- the rate **we** pay on the first £10,000 in jar C1 is increased to match the rate **we** charge on the £10,000 in jar D1 (10%);
- the rate **we** pay on the remaining £5,000 in jar C1 is increased to match the rate **we** charge on the first £5,000 in jar D2 (8%);
- the rate **we** pay on the first £15,000 in jar C2 is increased to match the rate **we** charge on the remaining £15,000 in jar D2 (8%);
- the rate **we** pay on the next £40,000 in jar C2 is increased to match the rate **we** charge on the £40,000 in jar D3 (6%);
- **we** pay interest at the appropriate rate (4%) on the remaining £30,000 in jar C2.



- A.7.8 **We** will charge **you** interest on any money **you** owe **us** that is not a **debit balance** at the appropriate interest rate that applies to the **jar** or **jars** in question.
- A.7.9 **We** will pay **you** interest on any money **we** owe **you** that is not a **credit balance** at the appropriate interest rate that applies to the **jar** or **jars** in question.
- A.7.10 If **we** have to deduct tax from any interest **we** pay **you**, **we** will do so and send **you** a tax deduction certificate after the end of each tax year. If **you** close a **jar**, **we** may send **you** a tax deduction certificate before the end of the tax year.

A.7.11 If a court orders **you** to pay **us** any money **you** owe **us**, **we** will continue to charge interest on the money **you** have to pay under the court order. For those parts of **your Intelligent Finance plan** which are governed by an agreement regulated by the Consumer Credit Act 1974, **we** will charge **you** interest at the interest rate set by the court. For those parts of **your Intelligent Finance plan** which are not governed by an agreement regulated by the Consumer Credit Act 1974, **we** will charge **you** interest at the interest rate due on the relevant **jar**.

A.7.12 **You** can change the **interest date** subject to the following conditions:

A.7.12.1 **you** cannot change the **interest date** more than twice in any 12 month period;

A.7.12.2 **you** must tell **us** what day **you** want to be the new **interest date** at least three **banking days** before the last old **interest date**;

A.7.12.3 if the proposed new **interest date** is earlier in the month than the old **interest date**, the first new **interest date** will fall on the corresponding day in the second calendar month after the month of the last old **interest date**; and

A.7.12.4 if the proposed new **interest date** is later in the month than the old **interest date**, the first new **interest date** will fall on the corresponding day in the first calendar month after the month of the last old **interest date**.

A.7.13 **You** can change **your** election for interest on a savings **jar** to be added to the **jar** once a month or once a year up to twice in any 12 month period.

A.8 When can we change interest rates?

A.8.1 **We** set out details of the interest rates for the different types of **jar** **you** can have with **us** online. **We** will also send **you** information about **our** interest rates by post at least once a year.

A.8.2 **We** can change **our** interest rates (other than fixed rates). **We** can do this if it is reasonable to make the change because of the following circumstances:

A.8.2.1 to reflect a change or changes in the **Bank of England base rate**;

A.8.2.2 to reflect changes in rates of interest charged or paid by other major banks or financial organisations;

A.8.2.3 to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar organisation or an undertaking to the Director General of Fair Trading or a qualifying body (as defined in the Unfair Terms in Consumer Contracts Regulations 1999);

A.8.2.4 to reflect changes to the law, codes of practice or the way **we** are regulated;

A.8.2.5 to reflect changes to standards published by other organisations which **we** agree will apply to **your Intelligent Finance plan** or any **jar** in it;

A.8.2.6 to reflect changes to the way **we** look after **your Intelligent Finance plan** or Intelligent Finance plans generally (including changes in the technology **we** use) because of:

A.8.2.6.1 the steps **we** have taken to modernise or improve **our** systems for managing Intelligent Finance plans generally; or

A.8.2.6.2 reasons outside **our** control;

A.8.2.7 because:

A.8.2.7.1 **we** are going to take over, take control of or acquire the business of another bank or organisation offering similar services;

A.8.2.7.2 **we** are going to be taken over or **our** business is acquired by another bank or organisation; or

A.8.2.7.3 any of those things has happened,

and the change will make sure that **our** customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.

Where **we** refer to changes in the above list, **we** mean changes **we** know or reasonably believe will happen or changes which have already taken place.

A.8.3 **We** can also change **our** interest rates (other than fixed rates) **we** charge **you** on money **you** owe **us** to reflect changes in the cost to **us** of raising the money **we** lend to customers.

A.8.4 **We** can also change interest rates (other than **special rates**) for any other valid reason.

A.8.5 If **we** change interest rates on any of the **jars** that **you** have, **we** will give **you** notice within 30 days of any change.

A.8.6 If **we** change the interest rate under condition A.8.4 (that is to say, if **we** change it for a valid reason which is not set out in condition A.8.2 or A.8.3), **we** will say so in the notice of the change **we** give **you** under condition A.8.5.

A.9 Charges and expenses

A.9.1 **We** can make charges in connection with any part of **your Intelligent Finance plan**.

A.9.2 **We** can make charges for services **we** make available to **you**.

A.9.3 **We** set out details of **our** charges in a leaflet and online.

A.9.4 **We** can change the amounts **we** charge **you**, make new or different charges and change the way **you** have to pay charges. **We** may do this to reflect changes to the cost of doing the work or providing the services.

A.9.5 If **you** belong to a category of customers which **we** reasonably believe should receive special treatment, **we** may also change the amounts of charges, make new or different charges or change how **you** have to pay charges to make the charges more favourable to **you**.

A.9.6 **We** can also change the amounts **we** charge **you**, make new or different charges or change how **you** have to pay charges for any other valid reason.

A.9.7 If **you** ask to use a special service, **we** will tell **you** the charge before **you** use the service.

A.9.8 If **we** change any of **our** charges in connection with **your mortgage jar**, **we** will give **you** at least three months' notice before the new charges come into effect.

A.9.9 If **we** incur an expense as a result of anything **we** are entitled to do in connection with **your Intelligent Finance plan** or anything **you** have done or not done, **you** have to pay **us** **our** expenses. This includes the cost of getting back any money **you** owe **us** and any legal proceedings started by or against **us** in connection with **your Intelligent Finance plan**.

A.9.10 If **you** do not pay any charge **we** make or expense **we** incur when **you** have to, **we** will charge interest on it until it is paid or, in the case of a current account **jar**, **we** take it away from the money **you** have with **us**.

A.9.11 **You** must pay **us** any tax properly chargeable on any change **we** make or expense **we** incur in connection with **your Intelligent Finance plan**.

A.10 Your statements

A.10.1 **We** will provide **you** with a statement once a month.

A.10.2 **You** should check **your** statements and let **us** know as soon as **you** can if **you** think that they are wrong.

A.11 Our rights

A.11.1 If **we** think that **your Intelligent Finance plan** or any part of it is being used or might be used for illegal purposes or if **we** find out that there is a disagreement about who owns the money in it or how **your Intelligent Finance plan** or any **jar** in it operates **we** may freeze **your Intelligent Finance plan** or part of it. This means **we** will not allow anyone to take money out, pay money in (unless **we** agree) or carry out any other transaction until **we** are satisfied that **your Intelligent Finance plan** is not being used for illegal purposes or the disagreement is settled.

A.11.2 If **we** delay in enforcing any term which forms part of these conditions, this will not affect **our** right to enforce it or the rest of the terms.

- A.11.3 If **we** choose not to enforce any term which forms part of the conditions which apply to **your Intelligent Finance plan** or any part of it, this will not affect **our** right to enforce the rest of those terms.
- A.11.4 If **we** cannot enforce any term which forms part of the conditions which apply to **your Intelligent Finance plan** or any part of it, this will not affect **our** right to enforce the rest of those terms.
- A.11.5 If **you** have to pay off immediately any debt **you** owe **us** on any **jar** **you** applied to open on or after 1st September 2003, **we** may reduce or pay off the debt by using the money in any other **jar** within **your Intelligent Finance plan**. **We** will notify **you** if **we** do so. If **you** have a joint **Intelligent Finance plan** but money is owed under a **jar** owned by only one of **you**, **we** will only use money in **jars** owned by the person who owes **us** the debt.

A.12 When can we change these conditions?

- A.12.1 If **we** give **you** at least 30 days' notice, **we** can change these conditions (except the conditions in section F), or the ones which apply to any services on **your Intelligent Finance plan**, for any valid reason.
- A.12.2 If **you** belong to a category of customers which **we** reasonably think should receive special treatment, **we** may also make changes to these conditions (except the conditions in section F), or the ones which apply to any services on **your Intelligent Finance plan**, to make them more favourable to **you**. **We** may do this by giving **you** at least 30 days' notice.
- A.12.3 **We** can change any of the services available with **your Intelligent Finance plan**. **We** will give **you** at least 30 days' notice (unless it is not practicable to do so, in which case **we** will give **you** as much notice as possible). **We** can make changes if it is reasonable to make the change for the following reasons:
- A.12.3.1 to reflect changes in market conditions;
- A.12.3.2 to reflect changes in the general deposit-taking practice or lending practice of banks and other organisations offering similar services (including the terms on which they offer similar products and services);
- A.12.3.3 to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar organisation or undertaking to the Director General of Fair Trading or a qualifying body (as defined in the Unfair Terms in Consumer Contracts Regulations 1999);
- A.12.3.4 to reflect changes to the law, codes of practice or the way **we** are regulated;
- A.12.3.5 to reflect changes to standards published by other organisations which **we** agree will apply to **your Intelligent Finance plan** or any **jar** in it;
- A.12.3.6 to reflect changes to the way **we** look after **your Intelligent Finance plan** or **Intelligent Finance plans** generally (including changes in the technology **we** use) because of:
- A.12.3.6.1 the reasonable steps **we** have taken to modernise or improve **our** systems for managing the **Intelligent Finance plans** generally; or
- A.12.3.6.2 reasons outside **our** control;
- A.12.3.7 because:
- A.12.3.7.1 **we** are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
- A.12.3.7.2 **we** are going to be taken over or **our** business is acquired by another bank or organisation; or
- A.12.3.7.3 any of these things has happened,
and the change will make sure that **our** customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories; or
- A.12.3.8 because someone else provides a service or facility for **you**, or in relation to **your Intelligent Finance plan**, and that person changes, suspends or withdraws the service or facility, or **we** reasonably believe they will do so.

Where **we** refer to "changes" in the above list, **we** mean changes **we** know or reasonably believe will happen or changes which have already taken place.

- A.12.4 Whenever condition A.12.3 allows **us** to change any of the services available with **your Intelligent Finance plan** or the conditions that apply to them, **we** may instead suspend or withdraw those services or facilities.
- A.12.5 If **you** have a **jar** on which **we** pay **you** interest at a **special rate** or a **jar** on which **you** have to give **us** notice before **you** withdraw money or before **you** can close the **jar** and **we**:
- A.12.5.1 change any of these conditions under condition A.12.1; or
- A.12.5.2 increase any charge, make new or different charges or change the way **you** have to pay charges for services on the **jar**,
you will not have to give **us** notice or pay a **repayment fee** if, at any time before the change to conditions comes into force, **you** close **your jar**.

A.13 Transferring of your rights and our rights

- A.13.1 **You** (or **your authorised user**) are not allowed to transfer or assign any of **your** rights or obligations under **your Intelligent Finance plan** without **our** permission.
- A.13.2 **We** have the right to transfer **our** right to receive any money **you** owe **us** under **your Intelligent Finance plan** under the general law or specific pieces of legislation.
- A.13.3 **We** can transfer **our** right to receive any of the money **you** owe **us** under **your Intelligent Finance plan** or any of **our** rights under **your Intelligent Finance plan**, if:
- A.13.3.1 **you** agree (**you** cannot refuse without good reason);
- A.13.3.2 **we** follow any code of practice then in force which relates to transferring similar financial products and which **we** and other major financial institutions support; or
- A.13.3.3 the person who takes over **our** rights agrees to use those rights as fairly as **we** would (based on how **we** handle similar rights under similar products which **we** were not transferring).
- A.13.4 **We** may transfer any amounts which **you** owe **us** under **your** credit card **jar** to **our** subsidiary, Halifax Credit Card Limited whose registered office is at Trinity Road, Halifax, West Yorkshire, HX1 2RG.
- A.13.5 **We** can transfer **our** obligations under **your Intelligent Finance plan** if **you** agree.
- A.13.6 If **we** transfer **our** rights or obligations under **your Intelligent Finance plan**, **you** must accept that the person who takes over **our** rights may rely on any statement **we** reasonably make about the transfer (such as the amount of money **you** owe).

A.14 Notices

- A.14.1 If **we** give **you** notice, **we** will do so in writing (either electronically or by post) to **your** last address known to **us**.
- A.14.2 If **you** give **us** notice, **you** may do so by telephone, on **our** website or in writing (either electronically or by post). If **you** give **us** notice over the telephone, electronically or on **our** website, **we** may ask **you** to confirm **your** notice in writing.
- A.14.3 A notice may give the date when it will come into force. This cannot be earlier than the date on which **we** give **you** the notice. If **we** do not give a date, the notice will come into force:
- A.14.3.1 24 hours after it is sent, if the notice is sent by email or electronically;
- A.14.3.2 48 hours after it is posted (if sent to an address in the United Kingdom) or 10 days after it is posted (if sent abroad).

A.15 What happens if someone else is looking after your finances?

- A.15.1 If **you** have appointed someone as **your** attorney or someone has been appointed by a court to look after **your** finances, **we** may allow them to use or close **your Intelligent Finance plan** or any part of it. If **we** do so, **we** may set reasonable conditions.
- A.15.2 If **we** allow someone else to use **your Intelligent Finance plan** or part of it under condition A.15.1, **you** may be legally responsible for anything they do with **your Intelligent Finance plan**.
- A.15.3 **We** may also freeze **your Intelligent Finance plan** or any part of it if **we** find out that a bankruptcy order is made against **you** or **we** reasonably think that one is likely to be made. This means **we** will not allow anyone to take money out of any part of **your Intelligent Finance plan**, pay money in or carry out any other transaction unless that person has a legal right to do so (for example, a trustee in bankruptcy).

A.16 When we can tell someone else about your Intelligent Finance plan?

- A.16.1 **We** may give details of **your Intelligent Finance plan**, any part of it or **your** name and address to anyone else if:
- A.16.1.1 the law says **we** must;
- A.16.1.2 **we** have a public duty to do so;
- A.16.1.3 this is necessary to protect **our** interests or the interests of **our** holding company or another subsidiary of **our** holdings company;
- A.16.1.4 **you** agree; or
- A.16.1.5 **we** are discussing transferring **our** rights or obligations under **your Intelligent Finance plan** or any part of it to someone else.
- A.16.2 **We** may also give the police or any prosecuting or regulatory authority any information they need if **we** think it will:
- A.16.2.1 help them;
- A.16.2.2 avoid loss;
- A.16.2.3 help recover any missing money **you** or **we** have paid or received in connection with **your Intelligent Finance plan**; or
- A.16.2.4 help recover anything **you** or **we** have lost or that has been stolen.
- A.16.3 **We** may also give credit reference agencies information about **your Intelligent Finance plan** because **you** have agreed to this by signing the form **we** send to **you** to confirm that **we** agree to open **your Intelligent Finance plan** or a **jar** within it which included an appropriate declaration. This includes giving the agencies information if **you** do not make a payment in connection with **your Intelligent Finance plan** or any part of it on time, or at all.

A.17 Closing your Intelligent Finance plan

- A.17.1 **You** may close **your Intelligent Finance plan** or any **jar** within it at any time by giving **us** notice. **We** will say how much notice **you** have to give **us** in the letter **we** send **you** confirming that **you** may open the **jar** or, if the **jar** is a mortgage **jar**, in the **offer** or any **extra agreement**. If the interest rate on a **jar** **you** want to close is a **special rate**, **you** may have to pay **us** a **repayment fee**.
- A.17.2 **You** must tell **us** if **you** want **us** to close **your Intelligent Finance plan** or any part of it. If **we** tell **you**, **you** must give back, or follow **our** instructions in connection with, **your** cheque books, **debit cards**, **credit cards** and pay **us** anything **you** owe **us** or how much **we** tell **you** if **you** are closing part of **your Intelligent Finance plan**.
- A.17.3 **We** may close **your Intelligent Finance plan** or any part of it by giving **you** written notice. Normally the notice will be at least 30 days.

A.17.4 **We** may close **your Intelligent Finance plan** or any **jar** within it immediately, if:

- A.17.4.1 **you** use **your Intelligent Finance plan** or any **jar** in it in an illegal way or a way that **we** reasonably consider to be inappropriate.
- A.17.4.2 **you** behave towards **us** or any of **our** employees or agents in a way that **we** reasonably consider to be inappropriate or offensive.
- A.17.5 If there are exceptional circumstances, for example, there is evidence of fraud, **we** can close **your Intelligent Finance plan** or any **jar** within it immediately unless the law says **we** have to tell **you** first.
- A.17.6 If **you** move to an address outside the United Kingdom or **you** apply from abroad, using the internet:
- A.17.6.1 to open a new **jar**; or
- A.17.6.2 to borrow more money from **us**,
- we** may close **your Intelligent Finance plan** or any **jar** within it. **We** will give **you** notice, but **we** will not let **you** use **your Intelligent Finance plan** during the notice period.

- A.17.7 If **we** close all **jars** within **your Intelligent Finance plan**, **we** may also close **your Intelligent Finance plan** itself.
- A.17.8 If **we** close **your Intelligent Finance plan** or any **jar** within it, **we** will, subject to condition A.17.9 return **your** money to **you** along with any interest **we** owe **you** on **your Intelligent Finance plan**.
- A.17.9 When closing **your Intelligent Finance plan** or a **jar** within it, **we** may pay the money **we** owe **you** to someone else if **we** have to do so.
- A.17.10 Unless **we** pay **you** interest at a **special rate** on a **jar** within **your Intelligent Finance plan**, **we** can close the **jar** and keep the money in it if:
- A.17.10.1 **you** have less than £100 in it;
- A.17.10.2 **you** have not taken any money out of the **jar** or paid any money into it for the past two years; and
- A.17.10.3 **we** have not been able to find **you** after making reasonable attempts.
- A.17.11 If **we** close a **jar** under condition A.17.10, **we** will re-open it if:
- A.17.11.1 **you** ask **us** to; or
- A.17.11.2 **we** think it is reasonable to re-open it.
- If **we** re-open **your jar**, **we** will pay back any money which was in the **jar** when **we** closed it. **We** will also pay any interest which the money would have earned if **your jar** had stayed open in the meantime.
- A.17.12 If **we** close a current account **jar** or a savings **jar** **you** have in **your Intelligent Finance plan**:
- A.17.12.1 **we** can still take the money out of **your jar** to cover any **withdrawal**; and
- A.17.12.2 **you** will still have to pay back any overdraft, interest or charges which **you** owe **us** on **your jar**.

A.18 Foreign currency transactions

If **we** tell **you** that **you** can use **your credit card** or **debit card** to make a **card transaction** in a foreign currency, the amount of the **card transaction** will be changed to pounds sterling on the date **we** take it out of **your jar**. **We** may also make a charge for this service. **We** will choose the exchange rate that will apply but **we** will always make sure that **we** choose a reasonable one.

A.19 Special Arrangements

- A.19.1 There are special arrangements if **you** want to pay foreign currency into **your Intelligent Finance plan** or take it out. Ask **us** for details.

A.19.2 Special arrangements apply to:

A.19.2.1 cash in foreign currencies;

A.19.2.2 cheques in foreign currencies or from foreign banks;

A.19.2.3 automatic credits.

If **you** need any more information, ask **us** for details.

A.20 General

A.20.1 Telephone calls to or from **us** (or someone acting on **our** behalf) may be monitored and recorded by **us** (or someone acting on **our** behalf). **We** may do this to check any instructions **you** give **us** over the telephone and to help **us** train **our** staff.

A.20.2 **We** may limit the amount **you** or someone else may pay into any **jar** in **your Intelligent Finance plan** if **we** think this is necessary to:

A.20.2.1 run **our** business lawfully;

A.20.2.2 make sure **our** financial regulator approves of the way **we** run **our** business; or

A.20.2.3 take account of changes in market conditions.

A.20.3 **We** may limit the amount **you** may take out of any **jar** in **your Intelligent Finance plan** if **we** think this is necessary to:

A.20.3.1 run **our** business lawfully; or

A.20.3.2 make sure **our** financial regulator approves of the way **we** run **our** business.

A.20.4 For administrative reasons, **we** can change any address, website or telephone number, **we** use in connection with any part of **your Intelligent Finance plan** or the name or number of any part of **your Intelligent Finance plan** by giving **you** notice first.

A.20.5 For similar reasons, **we** can also change the name of any service **you** use in connection with any part of **your Intelligent Finance plan**, without giving **you** notice.

A.20.6 **You** must give **us** an example of **your** signature if **we** ask **you** to.

A.20.7 **We** will keep any commission paid or allowed in connection with any insurance or other thing which **we** arrange.

A.20.8 **You** must give the **jars** in **your Intelligent Finance plan** individual names. **You** must not use the same name for more than one **jar**, a name that it is too similar to the name of another **jar**, or a name that is inappropriate, illegal, offensive or defamatory.

A.20.9 **We** will not be liable to **you** if **we** are unable to perform any particular service or **our** obligations to **you** for any reason outside **our** control.

A.20.10 Each paragraph and subparagraph in these conditions is separate from the others.

A.20.11 The Contracts (Rights of Third Parties) Act 1999 will not apply to the conditions in this booklet.

A.20.12 **You** must tell **us** immediately if **you** change **your** name, postal address, email address or telephone number.

A.21 Governing law

These conditions are part of the legal agreement between **you** and **us**. They are governed by English law except that those parts of these conditions applying to any **mortgage** will be governed by the law of the country in which the **property** is situated.



CURRENT ACCOUNTS

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B.1 The different sections of this booklet

This section only applies to current account **jars** within **your Intelligent Finance plan** . It must be read alongside section A.

B.2 How do you use your current account jar?

- B.2.1 **You** must not ask for money at the address which is printed on **your** cheques.
- B.2.2 On any day **you** may only withdraw cash of up to the maximum amount **we** set for cash **withdrawals** from cash dispensers. **You** must have enough money in **your** current account **jar** or an authorised overdraft.

B.3 When can we take money out of your current account jar?

- B.3.1 When a cheque **you** have written is presented to **us** for payment, if **you** do not have enough money in **your** current account **jar** (taking into account any authorised overdraft and the amount of any **withdrawal** which **we** have still to take out of **your** current account **jar**), **we** can refuse to pay the cheque. **We** may ignore any money that is paid into **your** current account **jar** later that day.
- B.3.2 **We** may let **you** set up a standing order or similar arrangement on **your** current account **jar** so that **you** can pay someone else. **We** can take the payment out of **your** current account **jar** on the day before **we** send it. **We** will send the payment on the date **we** are asked to pay it or as near to that date as possible. However, because of the way the banking system works, **we** will not be responsible for making sure the payment reaches that person by a given date.
- B.3.3 **We** may let **you** set up a direct debit on **your** current account **jar** so that **you** can pay someone else. **We** will make the payment when the person **you** have authorised to receive the payment asks **us** to. However, **we** will not be responsible for making sure the payment is made by a certain date. This is because of the way the banking system works and because the person that **you** have agreed to pay by direct debit has to ask for the payment to be made from **your** current account **jar** .

B.4 Using Cheques

- B.4.1 When **you** write a cheque **you** must put the actual date on it. If **you** put a future date on a cheque **we** can still pay it before the date on the cheque. If this happens, **we** will not pay **you** for any loss that **you** suffer as a result.
- B.4.2 **You** must not change any of the printed words on the cheques in **your** cheque book including the "Account Payee" crossing. **We** may pay a cheque even if **you** change one of the printed words on it.
- B.4.3 **We** may pay a cheque which **you** write to pay money out of **your** current account **jar** even if the date on the cheque is more than six months ago.
- B.4.4 Unused cheques belong to **us** . **You** must return them to **us** (or to someone acting for **us**) if **we** ask **you** to do so. For example, **we** may do this if condition A.11, A.15 or A.17 applies or if:
- B.4.4.1 **we** believe that the cheques are being used by someone else;
- B.4.4.2 **we** believe that **you** are not keeping to these conditions; or
- B.4.4.3 **we** need to replace them for technical, security or design reasons.
- B.4.5 If **we** think that **you** are not keeping to these conditions, **we** may refuse to give **you** new or replacement cheques.

B.5 Stopping payments

- B.5.1 **You** can stop a cheque or a direct debit if **you** tell **us** before **we** are asked to pay it. **You** cannot stop a cheque that **you** have used **your debit card** to guarantee (see condition B.8.1).

- B.5.2 **You** cannot stop a **card transaction** .
- B.5.3 If **you** want to stop a standing order, direct debit or similar arrangement to pay someone from **your** current account **jar** , **you** must let **us** know in enough time to let **us** cancel the payment.
- B.5.4 If **you** tell **us** to stop a direct debit payment, this will have the effect of cancelling the direct debiting instruction form **you** have given to the person who has requested the payment. If **you** want to use a direct debit to pay that person in the future, **you** will need to complete a new direct debiting instruction form.

B.6 Taking care of your debit card

- B.6.1 **We** may agree to give **you** a **debit card** if **you** have asked for one. **We** may ask **you** to pay a sum of money into **your** current account **jar** before **we** give **you** **your debit card** . If **you** pay this money in by cheque, **we** may wait until the cheque has cleared. **We** may then send **you** a replacement or new **card** . **We** will tell **you** what **you** can use **your debit card** for.
- B.6.2 **You** must sign **your debit card** as soon as **you** get it.
- B.6.3 **You** must take every care:
- B.6.3.1 to stop anyone else using **your debit card** ;
- B.6.3.2 not to keep **your debit card** with **your** cheque book;
- B.6.3.3 to keep **your debit card** safe and to prevent it from being lost, stolen or used by anyone else.
- B.6.4 **You** must only tell or show someone the numbers printed on **your debit card** if **you** need to do so to make a **card transaction** or to guarantee a cheque. **You** can also give the numbers if **you** report the loss or theft of **your debit card** or report that **your debit card** might be used by someone else.
- B.6.5 **You** should keep **your debit card** receipts safe and dispose of them carefully.

B.7 When can you use your debit card?

- B.7.1 Unless condition B.7.4, B.7.5, B.7.6 or B.7.7 applies, **you** may use **your debit card** from the "valid from" date (if there is one shown on **your debit card**) and until the expiry date shown on **your debit card** . **We** will pay for any **withdrawals** which **you** make by using **your debit card** by making an automatic transfer from **your** current account **jar** .
- B.7.2 **Your debit card** belongs to **us** . **You** must destroy it immediately after the expiry date.
- B.7.3 **You** may give **your debit card** back to **us** at any time.
- B.7.4 **You** must return **your debit card** to **us** (or to someone acting for **us**) if **we** ask **you** to. **We** may do this if condition A.11, A.15 or A.17 applies or if:
- B.7.4.1 **we** believe that **your debit card** is being used by someone else;
- B.7.4.2 **we** believe that **you** are not keeping to the conditions in sections A and B;
- B.7.4.3 **we** need to replace **your debit card** with a new one for technical, security or design reasons;
- B.7.4.4 **you** enter into a voluntary arrangement with anyone **you** owe money to (or **you** are going to do so);
- B.7.4.5 **you** apply to a court for an interim order;
- B.7.4.6 a bankruptcy order is made against **you** or **we** think that one is likely to be made;
- B.7.4.7 an administration order has been made under the County Courts Act 1984 which covers how **you** are to repay money which **you** owe; or

B.7.4.8 **your** current account **jar** is closed.

B.7.5 If **we** ask **you** to return **your debit card**, **you** must not use it again and **you** must return it to **us** as soon as possible. If **you** do use **your debit card** again, **we** may take out of **your** current account **jar** the amount of any **withdrawal** which **you** make by using **your debit card**. **We** may put a “stop” on **your debit card** to stop **you** using it.

B.7.6 If **we** think that **your debit card** is being used by someone other than **you**, **we** may (without telling **you** first) put a “stop” on the **debit card** to stop anyone using it.

B.7.7 **We** may stop **you** using **your debit card** (without telling **you** first) if **you** are not keeping to the conditions in sections A and B and **we** may refuse to give **you** a new or replacement **debit card**.

B.7.8 **We** will only withdraw facilities on **your debit card** (for example, removing the cheque guarantee function) after reviewing **your** personal circumstances or because of **our** experience of the credit risks of lending on current account **jars**. **We** will tell **you** what **you** can use **your debit card** for.

B.7.9 Unless it is **our** fault, if someone else refuses to accept **your debit card** or keeps it, **we** will not pay **you** for any loss **you** suffer (for example, if a shop assistant thinks that **your debit card** has been stolen).

B.8 How do you use your debit card to guarantee a cheque?

B.8.1 If **your debit card** has a cheque guarantee sign on it, **we** will always pay a cheque **you** write for no more than the amount shown on the cheque guarantee sign, if the person that **you** make the cheque out to complies with the Association for Payment Clearing Services Rules of the United Kingdom Domestic Cheque Guarantee Card Scheme. Copies of the rules are available from **us**.

B.8.2 **You** must not use **your debit card** to guarantee a cheque if the amount of the cheque is more than **you** have in **your** current account **jar** (taking account of any authorised overdraft and the amount of any **withdrawal** which **we** have still to take out of **your** current account **jar**).

B.9 How do you use your debit card to cash a cheque?

If **your debit card** has a cheque guarantee sign on it, **you** may also use it to guarantee a **cheque** to take cash out of **your** current account **jar**. **You** can only use **your debit card** in this way to cash one cheque a day.

B.10 Taking care of your PIN

B.10.1 **We** will give **you** a **PIN** if **you** want to use **your debit card**. **You** will be able to use the same **PIN** if **you** can use **your debit card** to make **card transactions**.

B.10.2 When **you** get the **PIN** to use with **your debit card**, **you** should change it to a number that **you** will remember easily. **We** will tell **you** how to do this.

B.10.3 **You** must take all reasonable steps to keep **your PIN** secret at all times. **You** must:

B.10.3.1 take every care to stop anyone else using it;

B.10.3.2 immediately destroy the piece of paper **we** send **you** to tell **you** what **your PIN** is; and

B.10.3.3 not write **your PIN** on **your debit card** or anything usually kept with it.

B.10.4 If **you** do write **your PIN** down, **you** must disguise it so that no one will know it is a “PIN”.

B.11 What should you do if your debit card, PIN or cheques are lost or stolen or you think they might be used by someone else?

B.11.1 **Debit card** and **PIN** – If **you** lose **your debit card**, if it is stolen or **you** think that someone else might use it, or if **you** think that someone else knows **your PIN**, **you** must tell **us** as soon as **you** can by telephoning [0845 605 9595 \(+44 131 131 658 3990 from abroad\)](tel:08456059595) or writing to [Intelligent Finance, 1 Baird Road, Kirkton Campus, Livingston EH54 7AZ](mailto:Intelligent.Finance@baird.com). Someone acting for **you** (for example, a card notification organisation) may contact **us** on **your** behalf. **You** must give **us** any help **we** think is necessary to try to recover **your debit card** or to find out who might have used **your debit card** or **PIN**.

B.11.2 Cheques – If **your** cheque book or a cheque is lost or stolen or **you** think that one of **your** cheques might be used by someone who should not use it, **you** must tell **us** as soon as **you** can by telephoning [0845 605 9595 \(+44 131 658 3990 from abroad\)](tel:08456059595) or writing to [Intelligent Finance, 1 Baird Road, Kirkton Campus, Livingston EH54 7AZ](mailto:Intelligent.Finance@baird.com). **You** must give **us** any help **we** think is necessary to try to recover **your** cheque book or any missing cheques or to find out who may have used them.

B.11.3 If **you** report **your** cheque book or a cheque as being lost, stolen or likely to be used by someone else and **you** find it again, **you** must:

B.11.3.1 tell **us** as soon as **you** can; and

B.11.3.2 not use that cheque book or cheque until **you** have told **us** **you** have found it.

B.11.4 **You** must not use **your debit card** if it has been reported as lost, stolen or likely to be used by someone else. If **you** find **your debit card** after **you** or someone acting for **you** has reported it, **you** must cut it in two pieces through the magnetic strip on the back of **your debit card** and through the hologram (if **your debit card** has one). If **you** use it to make a **withdrawal**, **we** may still take the amount of the **withdrawal** out of **your** current account **jar**.

B.12 When are you legally responsible if you lose your debit card or PIN or they are stolen or used by someone else?

B.12.1 Unless **you** have acted fraudulently or without reasonable care, **your** liability for the misuse of **your debit card** will be limited as follows:

B.12.1.1 if someone else uses **your debit card** before **you** tell **us** it has been lost or stolen or someone else knows **your PIN**, the most **you** have to pay is £50;

B.12.1.2 if **your debit card** has not been lost or stolen, but someone else uses **your debit card** details without **your** permission **you** will not have to pay anything; or

B.12.1.3 if **your debit card** is used before **you** receive it **you** will not have to pay anything.

B.12.2 There will be no limit to **your** liability for the misuse of **your debit card** in the following circumstances:

B.12.2.1 if **you** have allowed someone else to use **your debit card** or **your debit card** details;

B.12.2.2 if **you** have acted fraudulently; or

B.12.2.3 if **you** have acted without reasonable care or have not followed the instructions in conditions B.6 and B.10.

B.12.3 If there is a disagreement between **us** and **you** about the loss, theft or use of **your debit card** or **PIN**, **we** will only be able to get back any loss of more than £50 if **we** prove the necessary facts. **You** must help **us** fully in **our** investigations.

B.12.4 If **we** reasonably think that:

B.12.4.1 **you** or someone else is using **your** current account **jar** illegally;

B.12.4.2 **you** are not keeping to these conditions; or

B.12.4.3 **your debit card** or **PIN** has been lost, stolen or is being used by someone else,

we can refuse to carry out a **card transaction**. **We** can tell any relevant person that **we** have done this.

B.12.5 **We** will only refund **your** current account **jar** with the amount of a **card transaction** if **we** get some proof (that it is reasonable for **us** to accept) that **you** do not have to pay for the goods or services that **you** bought by making the **card transaction**.

B.13 Our legal responsibility for card transactions

B.13.1 If **you** never get **your debit card** from **us** (for example, it is lost in the post), **we** will be responsible for paying the amount of any **withdrawal** made using it.

B.13.2 **We** will be responsible for paying the amount of any **withdrawal** made with **your debit card** or **PIN** after **you** or someone acting for **you** gives **us** notice under condition B.11.1 unless:

B.13.2.1 **you** make the **withdrawal** or it is made by someone for **you**; or

B.13.2.2 **you** have been fraudulent or have acted without reasonable care as mentioned in condition B.12.2.

B.13.3 **We** will be responsible for any loss on **your** current account **jar** which occurs as a result of a fault in a cash dispenser or other system **you** use with **your debit card**. **We** will not be responsible if the fault was obvious to **you** or **you** were told about it by a message or notice.

B.13.4 **Our** responsibility under condition B.13.1, B.13.2 or B.13.3 will be limited to any amount (including interest) which **we** should not have charged to **your** current account **jar**.

B.13.5 **We** will not be responsible for any loss or expense which **you** suffer:

B.13.5.1 if **your debit card** is damaged;

B.13.5.2 if any bank, machine, terminal, retailer or anyone else refuses to accept the **debit card** or keeps it; or

B.13.5.3 if **we** cannot carry out any **withdrawal**, payment into **your** current account **jar** or other transaction on **your** current account **jar**, or if **we** cannot provide any services or facilities, because of strikes, power cuts, equipment not working or other causes beyond **our** reasonable control.

B.14 Overdrafts

B.14.1 If **we** agree to let **you** have an overdraft, **we** will decide **your** overdraft limit. **We** may change it at any time but **we** will only reduce **your** overdraft limit or withdraw the availability of **your** overdraft after reviewing **your** personal circumstances or because of **our** experience of the credit risks of lending on current account **jars**. **We** will tell **you** what **your** overdraft limit is.

B.14.2 Unless **we** agree that **you** can do so, **you** must not use **your** current account **jar** or allow anyone else to use it if:

B.14.2.1 this would make **your** current account **jar** go overdrawn (if **you** do not have an authorised overdraft) or over **your** overdraft limit (if **you** have an authorised overdraft); or

B.14.2.2 **your** current account **jar** is already overdrawn or over **your** overdraft limit.

B.14.3 If **we** pay a cheque (including one which is guaranteed), charge interest, make charges on **your** current account **jar** or carry out a **withdrawal** or other transaction and this makes **your** current account **jar** go overdrawn or go over **your** overdraft limit, this does not mean **we** have agreed to allow **you** to have an overdraft or to increase **your** overdraft limit.

B.14.4 Unless condition B.14.6 below applies, as long as **you** stay within **your** overdraft limit, **we** will charge **you** interest on **your** overdraft at **our** rate for authorised overdrafts.

B.14.5 If without **our** agreement, **your** current account **jar** goes overdrawn or **you** go over **your** overdraft limit, if **you** have one, **we** will charge **you** interest on the amount of **your** overdraft, including any authorised overdraft, at **our** unauthorised overdraft rate. **You** must also immediately pay **us** the amount that **you** are overdrawn or bring the overdraft back within **your** overdraft limit.

B.14.6 **We** may charge different rates, for authorised or unauthorised overdrafts, to different categories of customer. **You** can get details of the current rates and categories of customer (and the balances on which those rates must be paid) from **us**.

B.14.7 On each **interest date**, **we** will work out what interest **you** have to pay **us** on **your** overdraft for the **interest period** that is just ending. If **you** have to pay **us** interest in connection with **your** overdraft, **we** will give **you** at least 14 days' notice that **we** intend to add the amount of interest **you** owe **us** to the amount of **your** overdraft (or take it off **your credit balance**) before doing so.

B.14.8 If **we** have:

B.14.8.1 asked **you** to pay any money **you** owe **us** on **your** current account **jar**; or

B.14.8.2 got a court judgment for **you** to pay any money **you** owe **us** on **your** current account **jar**,

then, for as long as **your** current account **jar** is overdrawn, **you** will have to pay interest under condition B.14.7 and any charges on **your** overdraft. If **we** have got a court order for **you** to pay any money **you** owe **us** on **your** current account **jar**, condition A.7.11 will apply.

B.14.9 At any time, **we** may, subject to condition B.14.7, require **you** to pay **us** any overdraft, interest and charges which **you** owe on **your** current account **jar**.

B.14.10 If **you** close **your** current account **jar**, **we** will follow the steps in condition B.14.7 to work out the interest **you** have to pay **us** when **you** close **your** current account **jar**. **You** will also have to pay any overdraft and charges which **you** owe **us**.

B.15 What happens if your current account jar is in joint names?

B.15.1 **We** will accept the instructions or signature of either one of **you**.

B.15.2 Either one of **you** can withdraw the whole balance in the **jar** (including any funds available within **your** authorised overdraft limit), irrespective of which of **you** deposited the funds.

B.15.3 If **your jar** is overdrawn each one of **you** is responsible for repaying the whole amount **you** owe **us** and not just a part of it.

B.15.4 If one of **you** dies, **we** will continue to accept instructions in connection with **your jar** from the survivor.

B.15.5 If **your** relationship with each other ends, **you** must tell **us**:

B.15.5.1 how **you** want **us** to divide the money **we** owe **you** (if any) between **you**;

- B.15.5.2 how **you** intend to repay any money **you** owe **us** (whether under an authorised overdraft or an unauthorised overdraft); and
- B.15.5.3 what arrangements **you** want to make for payment of any standing orders and direct debits set up on the **jar**.
- B.15.6 If there is a disagreement about who owns the money in **your jar** or how it is to be operated, **we** may freeze **your jar**. This means **we** will not allow anyone to take money out, pay money in (unless **we** agree) or carry out any other transaction until **we** are satisfied that the disagreement is settled.
- B.15.7 **You** must not use a **debit card** which **we** supply to the other one of **you**.
- B.15.8 If **you** live at different addresses, **we** will send **you** any **debit cards** or cheque books to be used in connection with **your** current account **jar** to the address of the person whose name appears first on **our** records for **your Intelligent Finance plan**.

B.16 Automatic transfer of money between current account jars and savings jars

- B.16.1 If **you** have a current account **jar** and a savings **jar** in **your Intelligent Finance plan**, **you** can ask **us** to set up an arrangement where **we** will automatically transfer money from **your** savings **jar** (provided there is enough money in it) to **your** current account **jar** if the **credit balance** in **your** current account **jar** at the end of each **banking day** is less than an amount **you** tell **us** from time to time or **your** current account **jar** is overdrawn. The maximum amount **we** will automatically transfer on any **banking day** is £1,000. **We** may increase this maximum amount.
- B.16.2 **You** can only link one savings **jar** to each current account **jar** for the purposes of this arrangement.

B.17 Your rights

- B.17.1 **You** have the right to change **your** mind about opening a current account **jar** within **your Intelligent Finance plan**.
- B.17.2 If **you** wish to change **your** mind, **you** must tell **us** within 14 days of making **your** first payment into the **jar**. **We** will help **you** switch **your** money into another **jar** or **we** will give all **your** money back with interest. **We** will ignore any notice period and any charges on the **jar**. If **you** paid any money in by cheque, **we** will pay **you** the money back once seven **banking days** have passed since **we** received the cheque.



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C.1 The different sections of this booklet

This section only applies to the savings jars within **your Intelligent Finance plan**. It must be read alongside section A.

C.2 How do you use your savings jar?

We will tell **you** the smallest amount of money **you** must pay into each savings jar before **you** can open it.

C.3 When can we take money out of your account?

C.3.1 We can take money out of **your** savings jar to cover:

C.3.1.1 each withdrawal;

C.3.1.2 each cheque and any other item which is paid into **your** savings jar but later returned to **us** unpaid;

C.3.1.3 the interest which **you** have to pay **us** on any savings jar overdraft;

C.3.1.4 any charge which **you** owe **us** on **your** savings jar.

We may do any of these if **your** jar is in credit or overdrawn or if it goes overdrawn because of the amount that **we** take out of **your** savings jar.

C.3.2 We may let **you** set up regular transfers (but not direct debits or standing orders) from **your** savings jar to the current account **you** have chosen to link to the jar or any other savings jars within **your Intelligent Finance plan**.

C.4 Overdrawn accounts

C.4.1 **You** must not allow **your** savings jar to go overdrawn.

C.4.2 If **we** charge interest, make charges on **your** savings jar or carry out a withdrawal or other transaction and this makes **your** savings jar go overdrawn, this does not mean that **we** have agreed to allow **you** to have an overdraft.

C.4.3 If **your** savings jar goes overdrawn, **we** will charge **you** interest at the same rate or rates **we** set for unauthorised overdrafts on current account jars. **You** must also immediately pay **us** the amount that **you** are overdrawn (and any charges) so **you** are no longer overdrawn.

C.5 Your rights

C.5.1 **You** have the right to change **your** mind about opening a savings jar within **your Intelligent Finance plan** (except one where **we** pay **you** interest at a special rate).

C.5.2 If **you** wish to change **your** mind, **you** must tell **us** within 14 days of making **your** first payment into the jar. **We** will help **you** switch **your** money into another jar or **we** will give all **your** money back with interest. **We** will ignore any notice period and any charges on the jar. If **you** paid any money in by cheque, **we** will pay **you** the money back once seven banking days have passed since **we** received the cheque.

C.6 What happens if your savings jar is in joint names?

C.6.1 **We** will accept the instructions or signature of either one of **you**.

C.6.2 Either one of **you** can withdraw the whole balance in the jar, irrespective of which of **you** deposited the funds.

C.6.3 If **your** jar is overdrawn each one of **you** is responsible for repaying the whole amount **you** owe **us** and not just a part of it.

C.6.4 If one of **you** dies, **we** will continue to accept instructions in connection with **your** jar from the survivor.

C.6.5 If **your** relationship with each other ends, **you** must tell **us** how the funds are to be divided.

C.6.6 If there is a disagreement about who owns the money in **your** jar or how it is to be operated, **we** may freeze **your** jar. This means **we** will not allow anyone to take money out, pay money in (unless **we** agree) or carry out any other transaction until **we** are satisfied that the disagreement is settled.

C.7 Individual Savings Accounts

Key features

General

C.7.1 An ISA is an individual savings account in which all interest is paid tax free. There are different types of ISAs.

C.7.1.1 Maxi ISA – an ISA consisting of up to three components. It must include a stocks and shares component and may also include a cash component and a life assurance component. Each component must be provided by the same provider.

C.7.1.2 Mini ISA – an ISA which is invested solely in stocks and shares, held solely as cash or held solely in life assurance products. Each Mini ISA may be provided by the same provider or by up to three separate providers.

C.7.1.3 TESSA-only ISA – **You** may contribute to a TESSA-only ISA in addition to a Maxi ISA or three separate component Mini ISAs. Matured TESSA capital can be invested in either a TESSA-only ISA or in a cash component of a Mini ISA or in a cash component of a Maxi ISA.

C.7.2 **You** can pay in an amount equal to the capital proceeds of a TESSA which matured on or after 6th January 1999 into a TESSA-only ISA account. To do this **you** will need to provide **us** with the maturity certificate from **your** other savings provider.

C.7.3 **You** can pay the capital proceeds mentioned in condition C.7.2 into a TESSA-only ISA jar in more than one instalment but **we** must receive the full amount within six months of the TESSA maturing and **you** must not have another TESSA. These capital proceeds will not count as subscriptions for the current tax year. If **you** pay interest and bonuses from a matured TESSA into an ISA jar, these will count as subscriptions for the current tax year.

C.7.4 ISAs must be a part of **your Intelligent Finance plan**. **We** only provide the cash components for Mini ISAs and TESSA-only ISAs.

C.7.5 **You** can withdraw any of **your** money or close **your** jar, without giving **us** notice. The amounts which **you** deposit in these accounts in any tax year will be subject to the maximum subscription limits imposed by the Government.

C.7.6 On **your** written request, **we** will transfer or pay to **you**, as the case may be, ISA savings, interest, dividends and any other rights or proceeds in respect of such savings or any cash.

C.7.7 ISAs may be pooled with other non-ISA savings jars with the same notice periods for withdrawal for interest rate purposes.

C.7.8 To open and operate an Intelligent Finance ISA:

C.7.8.1 **you** must be 18 or over;

C.7.8.2 **you** must be either resident or ordinarily resident in the United Kingdom or qualify for ISA tax benefits;

C.7.8.3 **you** must not have already subscribed to a cash component, other than a TESSA-only ISA, in the same tax year; and

C.7.8.4 the jar must only be held in, and must remain in, **your** sole name.

C.7.9 In any tax year **you** can contribute to either a cash Mini ISA or the cash component of a Maxi ISA but not to both.

- C.7.10 Where the cash elements of **your ISA** comprises of more than one **jar** (for example, a direct access **jar** and a **jar** which is subject to a notice period for withdrawals) **you** may transfer funds between them without affecting the maximum subscription limits.
- C.7.11 Once **you** have deposited an amount equal to the maximum subscription limit for a tax year **you** may make no further subscriptions that tax year regardless of any withdrawals **you** have made.
- C.7.12 If **you** deposit less than the maximum subscription limit for one tax year, **you** may still only deposit an amount equal to the maximum subscription limits for subsequent tax years into **your ISA**.
- C.7.13 If **you** wish, **you** can transfer all of the value of current and previous tax years' subscriptions in **your** Intelligent Finance **ISA jar** to another **ISA** provider by notifying **us** in writing. **We** will carry out this transfer within 30 days of the date on which **we** receive **your** request. Partial transfers are not permitted.
- C.7.14 If part of **your ISA** is a **jar** which is subject to a notice period for withdrawals, **we** will not charge **you** a penalty if **you** decide to transfer **your** cash component to another **ISA** provider.
- C.7.15 If **you** die, any interest which **we** pay following the date of **your** death will not be exempt from tax.
- C.7.16 If:
- C.7.16.1 any of the information **you** give **us** in **your** application is found to be incorrect;
- C.7.16.2 **you** have subscribed to more than one cash component; or
- C.7.16.3 **you** have subscribed to both a Maxi and a Mini **ISA** in any tax year
- C.7.16.4 then **we** will tell **you** if **your ISA** has become void as it no longer satisfies the **ISA** regulations. In such an instance, **we** will pay **you** the full credit balance of **your ISA** with **us**.
- C.7.17 If **you** cancel an **ISA** within the cooling-off period, **your ISA** will be deemed not to have existed for the purpose of calculating whether **you** have exceeded the maximum subscription limit for the current tax year and **you** will be entitled to subscribe to a further cash component.
- C.7.18 If **you** fail to subscribe to **your** cash component in any tax year **you** must make another application to open a new cash component if **you** wish to invest in a cash component in subsequent tax years.
- C.7.19 **Your** cash components must not be used as security for a loan.
- C.7.20 **We** will write to **you** once a year to remind **you** of the terms of **your** cash component and **your** obligations.

C.8 Sole trader business savings jars

- C.8.1 If **we** say **you** can open a sole trader business savings **jar**, **you** may only use it as a sole trader account and **you** must not use it as a partnership, company or other kind of business account or as a club or charity account.
- C.8.2 **You** can only pay cheques made payable to **your** business into **your** sole trader business savings **jar** with the same name.
- C.8.3 If **you** wish to change the name of **your** sole trader business savings **jar**, for whatever reason, **you** must contact **us**. **You** must not change the name of the **jar** before **you** have contacted **us** and **we** agree that **you** can change the name. Failure to contact **us** may result in cheques not being accepted into **your** sole trader business savings **jar**.
- C.8.4 The sole trader business savings **jar** will be included in the way **we** work out interest on the **credit balances** and **debit balances** for the **jars** in **your Intelligent Finance plan** which is set out in detail in condition A.7.7.



CREDIT CARDS

if.com

D.1 The different sections of this booklet

This section only applies to credit card **jar**s within **your Intelligent Finance plan**. It must be read alongside section A and the conditions in **your credit card agreement**.

D.2 How to use your credit card jar

- D.2.1 We will give **you** a **credit card** when **your credit card jar** is opened. **You** (and **your authorised user**) must sign the **credit cards** as soon as **you** get them.
- D.2.2 The **credit card** can only be used subject to the conditions current at the time of use in sections A and D and in **your credit card agreement**.
- D.2.3 Unless **we** agree, neither **you** (nor **your authorised user**) must allow **your credit card jar** to go over **your credit limit** or use **your credit card jar** if it is already over **your credit limit**.
- D.2.4 We may refuse to carry out a **credit card transaction** if it would make **your credit card jar** go over **your credit limit**. **We** will take account of any **credit card transaction** which **we** know about and which is still to be processed.
- D.2.5 **Your credit card** must not be used as payment for any illegal **credit card transactions**.

D.3 When we can take money out of your credit card jar

- D.3.1 We can take money out of **your credit card jar** to cover:
 - D.3.1.1 each **credit card transaction**;
 - D.3.1.2 each cheque and any other item which is paid into **your credit card jar** but later returned to **us** unpaid;
 - D.3.1.3 the interest which **you** have to pay **us** under the conditions of **your credit card jar**;
 - D.3.1.4 any charge which **you** owe **us** on **your credit card jar**; and
 - D.3.1.5 any loss or expense **we** suffer in connection with **your credit card jar** unless any of conditions D.11.1, D.11.3 or D.11.4 apply.

D.4 Stopping payments

You can stop an instruction **you** have given **us** to make regular payments to someone who **you** have authorised to request payments from **us** if **you** tell the person **you** are paying in time. **You** cannot stop any other **credit card transaction**.

D.5 What other payments you have to make and when

- D.5.1 As well as the minimum monthly payment referred to in **your credit card agreement**, **you** must also pay **us** straight away:
 - D.5.1.1 any amount **you** owe **us** which is more than **your credit limit**; and
 - D.5.1.2 the amount of any **credit card transaction** which breaks the conditions governing **your credit card**.
- D.5.2 If **you** do not pay the minimum payment referred to in **your credit card agreement** within 60 days of the date on which **we** say **you** have to pay it, **we** will freeze **your credit card jar** and **your credit card**. **You** must not use **your credit card** until **we** say **you** can.

- D.5.3 We may ask for immediate payment of the full amount which **you** owe us on **your credit card jar**, if:
 - D.5.3.1 **you** (or **your authorised user**) have broken the conditions of **your credit card jar** (in which case, **we** will not ask for payment unless **we** have first given **you** seven days' notice, as required by the Consumer Credit Act 1974);
 - D.5.3.2 **you** die;
 - D.5.3.3 **you** are in financial difficulties (for example, if **you** are likely to be made bankrupt); or
 - D.5.3.4 **we** find out that **you** (or **your authorised user**) have told **us** something misleading or false.
- D.5.4 When **we** receive a payment **we** will use it first to pay any interest and charges **you** owe, what is left over will be used in the following order:
 - D.5.4.1 to repay all special offer **purchases you** have not paid by the previous **interest date**;
 - D.5.4.2 to repay all special offer **balance transfers** and **cash advances you** have not paid by the previous **interest date**;
 - D.5.4.3 to repay all special offer **purchases** since the last **interest date**;
 - D.5.4.4 to repay all special offer **balance transfers** and **cash advances** since the last **interest date**;
 - D.5.4.5 to repay all **purchases you** have not paid by the previous **interest date**;
 - D.5.4.6 to repay all **balance transfers** and **cash advances you** have not paid by the previous **interest date**;
 - D.5.4.7 to repay all **purchases** since the last **interest date**;
 - D.5.4.8 to repay all **balance transfers** and **cash advances** since the last **interest date**.

Where there is more than one transaction in the same category, **we** will repay them in ascending interest rate order starting with the one on which **we** charge interest at the lowest rate and ending with the one on which **we** charge interest at the highest rate.

- D.5.5 Any payment to **us** will take effect when it is credited to **your credit card jar**.

D.6 Interest payments

- D.6.1 If **you** pay **us** all the money **you** owe **us** on the credit card **jar** within 25 days of an **interest date**, **we** will not charge **you** interest on the amount of a **purchase** outstanding on that **interest date**. This does not apply to **balance transfers** or **cash advances**. **We** charge interest on these from the day **we** make them.
- D.6.2 If **you** do not pay the full amount as explained in condition D.6.1, **we** will charge **you** interest on the amount of each **credit card transaction** which **we** took out of **your credit card jar** during an **interest period**. **We** will do this from the date **we** took the **credit card transaction** out of **your credit card jar** until the following **interest date** (after which **we** will include the amount of the **credit card transaction** in the balance on which **we** charge interest under condition D.6.3).
- D.6.3 If **you** do not pay the full amount as explained in condition D.6.1, **we** will also charge **you** interest from the **interest date** on the whole balance outstanding on the **interest date** until **you** make a payment (after which, **we** will charge **you** interest on any balance which **you** still owe).
- D.6.4 If **you** have not paid an amount due on an **interest date** by the next **interest date**, **we** will add the interest **we** have charged on that amount to the balance **we** charge interest on under condition D.6.3.
- D.6.5 If **you** or **we** close **your credit card jar** **we** will follow the steps in conditions D.6.2 to D.6.4 to work out the interest **you** owe **us** when **your credit card jar** is closed. **You** will also have to pay **us** the full amount (including any charges) which **you** owe.

D.7 Taking care of the credit card

- D.7 **You** (and **your authorised user**) must do the following.
- D.7.1 **You** must take care to keep the **credit card** safe and to prevent it from being lost, stolen or used by anyone else.
- D.7.2 **You** must only tell or show someone the numbers on the **credit card** to make a **credit card transaction** or pay money into **your credit card jar**. **You** can also give the numbers if **you** report the loss or theft of the **credit card** or report that the **credit card** might be misused.
- D.7.3 **You** should keep **your credit card** receipts safe and dispose of them carefully.

D.8 When you can use the credit card

- D.8.1 Unless condition D.8.3, D.8.4, D.8.5, or D.8.7 applies, **you** (or **your authorised user**) may use the **credit card** from the “valid from” date until the expiry date shown on the **credit card**.
- D.8.2 The **credit card** belongs to **us**. **You** (or **your authorised user**) must destroy the **credit card** immediately after its expiry date.
- D.8.3 **You** (or **your authorised user**) must return the **credit card** to **us** (or to someone acting for **us**) if **we** ask **you** to do so. **We** may do this if condition A.11, A.15 or A.17 applies or if:
- D.8.3.1 **we** believe that **your credit card** is being used by someone else;
- D.8.3.2 **we** believe **you** (or **your authorised user**) are not keeping to the conditions in sections A and D;
- D.8.3.3 **we** need to replace **your credit card** with a new one for technical, security or design reasons;
- D.8.3.4 **you** enter into a voluntary arrangement with anyone **you** owe money to (or **you** are going to do so);
- D.8.3.5 **you** apply to a court for an interim order;
- D.8.3.6 a bankruptcy order is made against **you** or **we** think that one is likely to be made;
- D.8.3.7 an administration order has been made under the County Courts Act 1984 which covers how **you** are to repay money which **you** owe, or
- D.8.3.8 **your credit card jar** is closed.
- D.8.4 If **we** ask **you** (or **your authorised user**) to return the **credit card**, **you** (or **your authorised user**) must not use it again and must return it to **us**. **We** may also put a “stop” on the **credit card** to stop **you** (or **your authorised user**) using it.
- D.8.5 If **we** think the **credit card** is being used by someone other than **you** (or **your authorised user**) **we** may (without telling **you** or **your authorised user** first) put a “stop” on the **credit card** to prevent anyone using it.
- D.8.6 **We** may refuse to give **you** (or **your authorised user**) a new or replacement **credit card** if **you** (or they) are not keeping to the conditions of **your credit card jar**.
- D.8.7 If **we** reasonably think that:
- D.8.7.1 **you** (or someone else) are using **your credit card jar** illegally;
- D.8.7.2 **you** (or **your authorised user**) are not keeping to the conditions of **your credit card jar**; or
- D.8.7.3 **your credit card** or **PIN** has been lost, stolen or is being used by someone else,
- you** (and **your authorised user**) must stop using the **credit card** if **we** tell **you** to and **we** can refuse to carry out a **credit card transaction**. **We** can tell any relevant person that **we** have done this.

D.9 Taking care of the PIN

- D.9.1 **We** will give **you** the choice of whether **you** want a **PIN** to use with **your credit card**. **You** will be able to use the same **PIN** if **you** can use **your credit card** to make **card transactions**.
- D.9.2 When **you** get the **PIN** to use with **your credit card**, **you** should change it to a number that **you** will remember easily. **We** will tell **you** how to do this.
- D.9.3 **You** (and **your authorised user**) must take all reasonable steps to keep the **PIN** secret at all times. **You** (and **your authorised user**) must:
- D.9.3.1 take every care to stop anyone else using it;
- D.9.3.2 immediately destroy the piece of paper **we** send **you** to tell **you** what the **PIN** is; and
- D.9.3.3 not write the **PIN** on the **credit card** or anything usually kept with it.
- D.9.4 If **you** (or **your authorised user**) do write the **PIN** down, **you** (or they) must disguise it so that no one will know it is a “PIN”.

D.10 Loss, theft or misuse

- D.10.1 If the **credit card** is lost or stolen or if **you** (or **your authorised user**) think that they may be misused or that someone else knows the **PIN**, **you** (or **your authorised user**) must tell **us** as soon as **you** can by telephoning [0845 605 9595](tel:08456059595) (+44 131 658 3990 from abroad) or by writing to [Intelligent Finance, 1 Baird Road, Kirkton Campus, Livingston EH54 7AZ](mailto:Intelligent.Finance@eh547az.com). Someone acting for **you** (or **your authorised user**) may contact **us** on **your** behalf. However, **we** may tell **you** to write to **us** at the above address to confirm a notification given by someone acting for **you** (or **your authorised user**). **You** (and **your authorised user**) must give **us** any help **we** think is necessary to try to recover the **credit card** or to find out who might have used the **credit card**, or **PIN**.
- D.10.2 **We** may give the police or any prosecuting authority any information they need if **we** think it will help them, or that it will avoid loss or help get back the **credit card**, or any missing money.
- D.10.3 If **you** find the **credit card** after **you** have reported it under condition D.10.1, **you** must not use it. **You** must cut it in two through the magnetic strip on the back and through the hologram.

D.11 Responsibility for loss

- D.11.1 If **you** (or **your authorised user**) never get the **credit card** from **us** (for example, if it is lost in the post), **we** will pay back any money **we** have taken out of **your credit card jar** because the **credit card** has been misused by someone else.
- D.11.2 After **you** have received the **credit card**, **you** are responsible for any **credit card transaction** made by **your authorised user** or by any other person acting on **your** behalf.
- D.11.3 If **your** (or **your authorised user's**) **credit card** has been lost or stolen, or someone else knows the **PIN** or uses **your credit card** details without **your** permission, **you** will not have to pay anything. **You** may be responsible for all loss caused by the **credit card** or **PIN** being used by somebody who got the **credit card** with **your** permission.
- D.11.4 **We** will pay back any money **we** have taken out of **your credit card jar** because of a fault in a cash dispenser or other system **you** use with the **credit card**. **We** will not do this if the fault was obvious or if **you** (or **your authorised user**) were told about it by a message or notice.

D.11.5 **We** will not be responsible for any loss or expense which **you** (or **your authorised user**) suffer if:

D.11.5.1 the **credit card** is damaged;

D.11.5.2 any person or machine refuses to accept the **credit card** or keeps it; or

D.11.5.3 **we** cannot carry out any of **our** responsibilities to **you** because of strikes, power cuts, equipment faults, or other causes beyond **our** reasonable control.

D.12 Refunds and claims by you

We will only refund **your** credit card **jar** with the amount of a **credit card transaction** if **we** get proof (that it is reasonable for **us** to accept) that **you** (or **your authorised user**) do not have to pay for the goods or services that **you** bought by making the **credit card transaction**.

D.13 Closing your credit card jar

D.13.1 **You** may close **your** credit card **jar** by giving **us** notice. **You** must give back each **credit card**, having cut it in two as described in condition D.10.3 and pay **us** anything **you** owe **us** (see also condition D.6.5).

D.13.2 **We** may close **your** credit card **jar**, by giving **you** notice. Normally the notice will be at least 30 days. But, if there are serious grounds for doing so, for example, evidence of fraud, **we** can close **your** credit card **jar** immediately unless by law **we** must tell **you** first.

D.13.3 If **we** close **your** credit card **jar** **we** can still take money out of **your** credit card **jar** to cover any **credit card transaction** and **you** will still have to pay back any amount which **you** owe on **your** credit card **jar**.

D.14 Authorised users

D.14.1 **We** may supply an extra **credit card** to **your authorised user**.

D.14.2 **You** are responsible for all **credit card transactions** made by **your authorised user** and for all repayments on the **credit card**.

D.14.3 **You** (or **your authorised user**) may only cancel the extra **credit card** by telling **us** and returning it to **us** after cutting it in two as described in condition D.10.3.

D.15 Card Protection

If **you** take card protection through **us**, **we** will take the premium out of **your** credit card **jar**. **We** will treat it as a **credit card transaction**.

D.16 If you die

If **you** die, **your** personal representative must return all **credit cards** to **us** (or to someone acting for **us**) after cutting them in two as described in condition D.10.3. That person must pay everything **you** owe **us** on **your** credit card **jar** (see condition D.5.3).



PERSONAL LOANS

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E.1 The different sections of this booklet

This section only applies to personal loan jars within **your Intelligent Finance plan**. It must be read alongside section A.

E.2 Effective date of the personal loan agreement

We will treat the **personal loan agreement** as having been made on the date on which it is signed by a person **we** have authorised to sign it for **us**. **You** can only enforce it against **us** when it has been signed by that person.

E.3 Regular personal loan payment

- E.3.1 **You** must pay **us** the **regular personal loan payments** on the **interest dates** on which they are due in the way **we** say (for example, by direct debit or internal transfer from another part of **your Intelligent Finance plan**). If an **interest date** is not a **banking day**, **you** must pay the **regular personal loan payment** on the next **banking day**.
- E.3.2 **You** must make any payments other than the **regular personal loan payments** in the way and to the address **we** tell **you**.
- E.3.3 If **you** choose Option 1 for the way in which **you** want **us** to work out the interest **you** have to pay (see condition A.7.7) and the interest **you** have to pay in any **interest period** is less than the interest element of the **regular personal loan payment**, **you** still have to pay **us** the full **regular personal loan payment**. **We** will use the difference between the interest element in the **regular personal loan payment** and the interest **you** have to pay **us** to reduce the **personal loan debt**.
- E.3.4 The **regular personal loan payment** is used:
- E.3.4.1 first to pay the current **regular personal loan payment**; and
- E.3.4.2 then towards repaying any arrears on the **personal loan debt**.
- E.3.5 If **you** pay more than the **regular personal loan payment** in any month:
- E.3.5.1 this will reduce the **personal loan debt**;
- E.3.5.2 but **you** will not be able to gain access to this money again under this **personal loan agreement**.
- E.3.6 If the part of the **regular personal loan payment** intended to cover interest is more or less than the amount of interest **you** actually have to pay on the **personal loan debt**, this will not trigger the setting of a new **regular personal loan payment**.

E.4 Payment holidays

- E.4.1 **You** may miss up to two **regular personal loan payments** in any one calendar year if:
- E.4.1.1 **you** have kept to **your** obligations in the conditions in sections A and E;
- E.4.1.2 **you** do not have to pay off the **personal loan debt** immediately under condition E.5;
- E.4.1.3 **your** personal circumstances have not changed to the extent that **we** think that this will affect **your** ability to repay the **personal loan debt** over the remaining **personal loan repayment period**.
- E.4.2 **You** cannot miss a **regular personal loan payment** in the first or last six months of the **personal loan repayment period**.

- E.4.3 If **you** miss a **regular personal loan payment** in accordance with condition E.4.1, **we** will add the interest element of the missed **regular personal loan payment** to the **personal loan debt**. **You** will have to repay the missed **regular personal loan payment** and any interest due on it over the remaining **personal loan repayment period**. This will mean that **your regular personal loan payment** will go up. **We** will tell **you** what **your new regular personal loan repayment** is.

E.5 What happens if you do not keep to the personal loan agreement

- If any of the following happens, **we** no longer have to lend **you** the personal loan or any part of it or, if **we** have already lent **you** the personal loan, and depending on any notice required by the Consumer Credit Act 1974, **you** must pay **us** the **personal loan debt** straight away if:
- E.5.1 **you** do not pay any of the **regular personal loan payments** by the **interest date** in each month;
- E.5.2 **you** do not keep to any of **your** obligations under the **personal loan agreement** or the conditions in sections A and E;
- E.5.3 **you** have given **us** any false or misleading information;
- E.5.4 any of the following things happens to **you** (or, if there are two of **you**, the first one of **you** to whom it happens):
- E.5.4.1 **you** die;
- E.5.4.2 **you** enter into a voluntary arrangement with anyone **you** owe money to (or **you** are going to do so);
- E.5.4.3 **you** apply to a court for an interim order; or
- E.5.4.4 a bankruptcy order is made against **you** or **we** think that one is likely to be made.
- E.5.5 anybody takes any of **your** money or property to recover a debt; or
- E.5.6 **your** personal loan is made under a scheme operated for either:
- E.5.6.1 the people **you** work with; or
- E.5.6.2 the members of an organisation of which **you** are a member, and **your** membership of the scheme ends (or, if there are more than one of **you** and **you** are both members of the scheme, both of **your** memberships end).

E.6 Early repayment

- E.6.1 **You** may repay the **personal loan debt** at any time.
- E.6.2 If **you** ask **us** to, **we** will send **you** a statement showing the amount **you** must pay **us** which may be reduced by a rebate.

E.7 What happens if your personal loan jar is in joint names?

- E.7.1 Each one of **you** is responsible for repaying the whole **personal loan debt** and not just a part of it.
- E.7.2 **We** will accept the instructions or signature of either one of **you**.
- E.7.3 If one of **you** dies, **we** will continue to accept instructions in connection with **your** personal loan jar from the survivor.
- E.7.4 If **your** relationship with each other ends, **you** must ensure that the **regular personal loan payment** is made or the **personal loan debt** is repaid.



MORTGAGES

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MORTGAGES

F.1 The different sections of this booklet

This section only applies to mortgage jars within **your Intelligent Finance plan**. It must be read alongside section A.

F.2 The regular mortgage payments

- F.2.1 **You** must pay **us** the **regular mortgage payments** on the **interest dates** on which they are due. **You** then have to carry on paying **us** the **regular mortgage payments** until **you** have paid off the **mortgage debt** in full.
- F.2.2 **You** must pay **us** the **regular mortgage payments** in the way **we** say (for example, by direct debit or internal transfer from another jar within **your Intelligent Finance plan**). If **we** tell **you** to pay them by direct debit or internal transfer from another jar within **your Intelligent Finance plan**, **we** may also use the direct debit or internal transfer system to collect any of **our** charges **you** have to pay **us**.
- F.2.3 If **you** choose Option 1 for the way in which **you** want **us** to work out the interest **you** have to pay (see condition A.7.7) and the interest **you** have to pay in any **interest period** is less than the interest element of the **regular mortgage payment**, **you** still have to pay **us** the full **regular mortgage payment**. **We** will use the difference between the interest element in the **regular mortgage payment** and the interest **you** have to pay **us** to reduce the **mortgage debt**.
- F.2.4 If **we** give **you** at least 30 days' notice, **we** can change the way **you** have to pay the **regular mortgage payments** for any of the following reasons.
- F.2.4.1 Because changes in the banking system mean that:
- F.2.4.1.1 the way **you** make **your regular mortgage payments** has become, or is about to become obsolete;
- F.2.4.1.2 a quicker or safer way of making **your regular mortgage payments** has been introduced or become more widely available.
- F.2.4.2 To reflect any changes in the law, codes of practice, the way **we** are regulated, recommendations of the Financial Services Authority or any other regulatory body, standards published by other bodies which **we** agree will apply to **your Intelligent Finance plan** or **your mortgage jar**.
- F.2.4.3 To reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the Director General of Fair Trading or a qualifying body (as defined in the Unfair Terms in Consumer Contracts Regulations 1999).
- F.2.5 The **regular mortgage payment** is used:
- F.2.5.1 first to pay any unpaid interest; and
- F.2.5.2 then towards repaying the **capital**.
- F.2.6 If **you** do not pay the full **regular mortgage payment**, **we** may decide which part of the **mortgage debt** **we** are going to pay off with the amount **you** do pay.

F.3 Payment holidays

- F.3.1 **You** may miss up to two **regular mortgage payments** in any one calendar year if:
- F.3.1.1 **you** have kept to **your** obligations in the conditions in sections A and F;
- F.3.1.2 **you** have not given someone else a mortgage (standard security in Scotland) over the **property**;
- F.3.1.3 **you** have not let the **property** (even with **our** permission);
- F.3.1.4 **you** do not have to pay off the **mortgage debt** immediately under condition F.17;

- F.3.1.5 no one else is able to claim an interest in the **property** which could affect **our** right to sell it or which will rank ahead of **our** interests under the **mortgage**;
- F.3.1.6 **your** personal circumstances have not changed to the extent that **we** think that this will affect **your** ability to repay the **mortgage debt** over the remaining **mortgage repayment period**.
- F.3.2 **You** cannot miss a **regular mortgage payment** in the first six months or the last three years of the **mortgage repayment period**.
- F.3.3 If **you** miss a **regular mortgage payment** in accordance with condition F.3.1, **we** will add the interest element, if any, of the missed **regular mortgage payment** to the **mortgage debt**. **You** will have to repay the missed **regular mortgage payment** and any interest due on it over the remaining **regular mortgage repayment period**. This will mean that **your regular mortgage payment** will go up. **We** will tell **you** what **your new regular mortgage payment** is.

F.4 Suspending the repayments of capital

- F.4.1 A **repayment scheme** will apply to those parts of the **mortgage debt** **we** have agreed in the **offer** or on the **extra agreement** are to be on an "interest only" basis.
- F.4.2 If and while a **repayment scheme** applies:
- F.4.2.1 **you** do not have to repay the **capital** covered by the **repayment scheme** until the date set out in the **repayment scheme**; and
- F.4.2.2 **you** only have to pay **interest** on the **capital**.
- F.4.3 Even if there is not a **repayment scheme**, **we** may allow **you** to suspend the repayment of **capital**. If this happens:
- F.4.3.1 **you** must pay the reduced **regular mortgage payments** **we** tell **you**; and
- F.4.3.2 **we** can give **you** notice to start repaying **capital**. If this happens, **we** can, at any time, give **you** notice to increase the **regular mortgage payments** in the same way as mentioned in condition F.4.4.
- F.4.4 If **you** do not keep to the terms of the **repayment scheme**, or if any of the things in condition F.17 happen, **we** may write and tell **you**:
- F.4.4.1 that **we** have cancelled the **repayment scheme**; and
- F.4.4.2 that **you** must increase the **regular mortgage payments** so that **you** pay off the **mortgage debt** in full by the end of the **mortgage repayment period**.
- F.4.5 **Our** rights under condition F.4.4 are on top of **our** rights under conditions F.17 and F.18.

F.5 The mortgage debt

- F.5.1 **We** can divide the **mortgage debt** into different parts. **We** may also charge interest under conditions F.7 and F.9 at different rates on different parts of the **mortgage debt**. **We** may agree to allow different parts of the **mortgage debt** to be repaid over different **mortgage repayment periods**. Where **we** have divided the **mortgage debt** into different parts, **we** will allocate any of **our** charges or expenses to that part of the **mortgage debt** with which it is most closely connected or (if it has no particular connection with any part of the **mortgage debt**) proportionately between each part of the **mortgage debt**.
- F.5.2 Where **you** pay **regular mortgage payments** for different parts of the **mortgage debt** (whether or not on different dates or at different intervals), conditions F.2, F.3, F.6 and F.9 apply separately to the **regular mortgage payments** for each part of the **mortgage debt**.
- F.5.3 If **we** give **you** at least three months' notice, **you** must pay **us** the **mortgage debt** in full by the time the notice runs out.

F.6 Pre-agreed reserve and built-up reserve

- F.6.1 We will lend you the **pre-agreed reserve** or let you use the **built-up reserve** (or part of either of them) when you ask us to unless:
- F.6.1.1 we believe that you have not kept to your obligations in these conditions;
- F.6.1.2 you have given someone else a mortgage (standard security in Scotland) over the **property** without our permission;
- F.6.1.3 you have let the **property** (even with our permission);
- F.6.1.4 you must pay off the **mortgage debt** immediately under condition F.17;
- F.6.1.5 someone else is able to claim an interest in the **property** which could affect our right to sell it or which will rank ahead of our interests under the **mortgage**;
- F.6.1.6 your personal circumstances have changed and we think that this will affect your ability to repay the **mortgage debt** and the additional amount you have asked us for;
- F.6.1.7 we believe that there has been or is likely to be a material reduction in the value of the **property**.
- F.6.2 You cannot ask us to release any part of the **built-up reserve** until you have borrowed all of the **pre-agreed reserve**. You cannot ask us to release any part of the **built-up reserve** to you in the last three years of the **mortgage repayment period**.
- F.6.3 If we give you permission to:
- F.6.3.1 sell, give away or change the use of the **property** or any part of it; or
- F.6.3.2 release you (or either of you) from your obligations under the **mortgage**,
- we can make it a condition of giving our permission that we do not have to release the **pre-agreed reserve** or **built-up reserve** (or part of either of them). This will not affect any part of the **pre-agreed reserve** or **built-up reserve** we have released to you before we gave our permission.
- F.6.4 You should make sure that you ask us at least ten **banking days** before you want to borrow any part of the **pre-agreed reserve** or **built-up reserve**.
- F.6.5 We only have to release the **pre-agreed reserve** (or part of it) in the period we state in the **offer** or any **extra agreement**. We will review our willingness to lend you the **pre-agreed reserve** at the end of that period. We will tell you if we are prepared to offer you a new **pre-agreed reserve** and, if so, on what terms.
- F.6.6 When you pay money into your **built-up reserve** we will treat the payment as if it was a repayment of part of the **mortgage debt** for the purposes of any **repayment fees** payable in connection with **special rate loans**.

F.7 The interest we charge

- F.7.1 We start charging interest from the date we lend you money or, in the case of a charge we make or expenses we incur, from the date it becomes due.
- F.7.2 If we keep back or you choose not to borrow part of the money we have agreed to lend, we will only charge interest on the money we have actually lent.
- F.7.3 We will charge interest on **special rate loans** at the applicable **special rate**. We will charge interest at the **variable mortgage rate** on those parts of the **capital** which are not **special rate loans**.
- F.7.4 We may charge you an **added rate** in addition to the **variable mortgage rate** if we say so in the **offer** or any **extra agreement**.

- F.7.5 We may also charge an **added rate** of not more than 2% a year because:
- F.7.5.1 you have let the property;
- F.7.5.2 you have changed the way you use the property; or
- F.7.5.3 something has happened or is likely to happen which makes it more difficult for us to use our powers over the **property**.
- We will not impose a new **added rate** in addition to a **special rate** during a **repayment fee period**. We may cancel or reduce an **added rate** at any time by giving you notice.
- F.7.6 We will give you the choice of changing the **regular mortgage payment** each time the interest rate changes or having the same **regular mortgage payment** for a 12 month period.
- F.7.7 If the part of the **regular mortgage payment** intended to cover interest is more or less than the amount of interest you actually have to pay on the **mortgage debt**, this will not trigger the setting of a new **regular mortgage payment**.
- F.7.8 When we set a new **regular mortgage payment**, we will take into account the amount you owe us and the interest rates that apply at that time and, unless you tell us you want to pay the **mortgage debt** off sooner, how long the **mortgage repayment period** has left to run.
- F.7.9 We may change the interest rate by changing the **variable mortgage rate** or any **added rate**. We will not increase an **added rate** that we charge on a **special rate loan** during a **repayment fee period**.
- F.7.10 We will not increase our **variable mortgage rate** so that it is more than 2% above the **Bank of England's base rate**. If we charge you interest on the **mortgage debt**, or part of it, at a **special rate** which is linked to our **variable mortgage rate**, you will get the benefit of this protection on the **variable mortgage rate** element of the **special rate**.

F.8 Changes to the regular mortgage payments and the mortgage repayment period

- F.8.1 We may change the **regular mortgage payments** or the **mortgage repayment period** (or both). We may do this if we cancel a **repayment scheme** or we ask you to start paying **capital** again (see conditions F.4.3 and F.4.4), you pay off some of the **mortgage debt**, you borrow more money from us or we agree that you can stop paying **regular mortgage payments** for a period or if we need to reflect a change to:
- F.8.1.1 the interest rate (including a change caused by us applying, cancelling or changing an **added rate** or a **special rate**);
- F.8.1.2 the period during which an **added rate** or a **special rate** applies;
- F.8.1.3 the part of the **capital** which an **added rate** or a **special rate** applies to; or
- F.8.1.4 the amount of the **capital**.
- F.8.2 We may also change the **regular mortgage payment** if there is a change to the **mortgage repayment period** or the **interest date**.
- F.8.3 If we change the **regular mortgage payment**, we may work out the new **regular mortgage payment** in a way that can reasonably be expected to result in the **mortgage debt** being repaid in full by the end of the **mortgage repayment period**.
- F.8.4 We will give you notice if we change the **regular mortgage payments** or the **mortgage repayment period**.
- F.8.5 If we give you a notice extending the **mortgage repayment period**, the extension will not apply if, within seven days of getting our notice, you give us notice that you want to increase the **regular mortgage payments** so you can pay off the **mortgage debt** by the end of the current **mortgage repayment period**.

F.8.6 If you give us notice under condition F.8.5, we will tell you how much the **regular mortgage payments** will be to pay off the **mortgage debt** by the end of the current **mortgage repayment period**. If you do not keep up the increased **regular mortgage payments**, we may give you another notice giving you a longer **mortgage repayment period** and reducing the **regular mortgage payments**. Your right to give notice under condition F.8.5 will not apply to any extra **mortgage repayment period** we give you under this condition F.8.

F.9 Special rate loans

F.9.1 If we say so in the **offer** or in any **extra agreement**, we will charge you interest on the **special rate loan** at the **special rate** plus any **added rate** during the **special rate period**.

F.9.2 When condition A.7.4 allows us to charge you interest on any unpaid interest on the **special rate loan**, or on any charge which we add to the **special rate loan**, we may choose whether the interest is to be charged:

F.9.2.1 at the **variable mortgage rate** plus any **added rate**; or

F.9.2.2 at the **special rate** plus any **added rate**.

F.9.3 If and while the interest rate on **your mortgage loan** is or includes a **special rate**, the following limitations will apply to our right to change it for any of the reasons in conditions A.8.2, A.8.3 and A.8.4.

F.9.3.1 If the **special rate** is a fixed rate, we will not change it.

F.9.3.2 If the **special rate** is a capped rate, we will not raise the **special rate** to more than the maximum interest rate we set out in the **offer** or any **extra agreement**.

F.9.3.3 If the **special rate** is a collared rate, we will not reduce the **special rate** to less than the minimum interest rate we set out in the **offer** or any **extra agreement**.

F.9.3.4 If the **special rate** is a discounted rate, we may change the **special rate** by changing the **variable mortgage rate** but not the discount we take off the **variable mortgage rate**.

F.9.3.5 If the **special rate** is a tracker rate, we will change the **special rate** when the external rate (an interest rate not set by us) to which it is linked changes. We will change the **special rate** within 30 days of the official publication of the decision to change the rate to which it is linked. We will change the **special rate** in line with the change in the external rate. The **special rate** will be the amount above or below the external rate which applies at the time of the change as set out in the **offer** or any **extra agreement**.

If a **special rate** is a combination of two or more types of **special rate** (for example, a capped and collared rate), each of the relevant limitations described in this condition will apply.

F.9.4 We may, on giving you 30 days' notice, cancel the **special rate** or change the **special rate period** or the part of the **capital** which the **special rate** applies to if:

F.9.4.1 the **offer**, or any **extra agreement**, allows us to do this;

F.9.4.2 you do not keep to the terms in the **offer** or any **extra agreement**; or

F.9.4.3 you must pay off the **mortgage debt** immediately under condition F.17.

We will then charge interest at the **variable mortgage rate** plus any **added rate** (or the increased **special rate**).

F.9.5 During the **special rate period**, you can only pay off part of the **special rate loan** if the **offer** or any **extra agreement** says you can and you pay any **repayment fee** that applies.

F.9.6 From the end of the **special rate period**, we will charge interest at the **variable mortgage rate**, plus any **added rate** which applies, on the part of the **capital** which used to be the **special rate loan**.

F.10 Repayment fee

F.10.1 If the **offer** or any **extra agreement** says that you have to pay a **repayment fee**, you will have to pay it if any of the following happen during the **repayment fee period**.

F.10.1.1 You pay part of the **mortgage debt** (other than as part of a **regular mortgage payment** we have asked you to pay) which the **repayment fee** applies to. (If you pay off all of the **mortgage debt** to which the **repayment fee** applies, you must pay us all of the **repayment fee**. If you pay off part of the **mortgage debt** to which the **repayment fee** applies, we will only ask you to pay part of the **repayment fee**.)

F.10.1.2 You, we or anybody else sells the **property**. (If this happens we will add the **repayment fee** to the amount to be paid to us, or kept back by us out of the proceeds of the sale.)

F.10.1.3 You have to pay the **mortgage debt** immediately under condition F.17.

F.10.2 If you sell the **property**, we will not charge you a **repayment fee** if you are buying another property with the assistance of a **mortgage loan** from us on the same terms and for the same amount or more than the remaining **special rate loan** amount. If you borrow less than the amount of the remaining **special rate loan** on your new mortgage, we will work out the **repayment fee** you have to pay us based on the difference between the **special rate loan** amount on this **mortgage** and the **special rate loan** amount on the new mortgage.

F.10.3 We will not charge a **repayment fee** if we increase the interest rate under condition A.8.4 (that is to say, if we increase it for a valid reason which is not set out in conditions A.8.2 or A.8.3) and you repay the full **mortgage debt** within three months of our telling you of the change.

F.11 Your legal responsibility for the property

F.11.1 You agree to the following.

F.11.1.1 You must use the **property** as your only or main home unless we agree otherwise.

F.11.1.2 You must keep the **property** in good repair.

F.11.1.3 You must make any payments you have to pay in connection with the **property** on time.

F.11.1.4 You must keep to any obligations you have concerning the **property**.

F.11.1.5 You must get our permission before you:

F.11.1.5.1 sell any part of the **property**;

F.11.1.5.2 let any part of the **property**, change the terms of any lease or allow a tenant (if there is one) to give up their lease, give up possession of the **property**;

F.11.1.5.3 grant someone a licence or right to occupy all or part of the **property**;

F.11.1.5.4 give someone else a **mortgage** or other security over any part of the **property**;

F.11.1.5.5 give any part of the **property** away;

F.11.1.5.6 alter or extend the **property**;

F.11.1.5.7 change how the **property** is used or apply to any planning authority for consent to make such a change; or

F.11.1.5.8 negotiate, waive or settle any claim for compensation for the compulsory purchase, loss or reduction in the value of the **property**; or

F.11.1.5.9 apply for or get an improvement grant or other similar grant.

If **we** give **our** permission, **you** must keep to any reasonable conditions **we** set **you**.

F.11.1.6 **You** must carry out any building or repair work which:

F.11.1.6.1 we agree **you** can do;

F.11.1.6.2 is needed to maintain the value of the **property**; or

F.11.1.6.3 the law says **you** must do.

F.11.1.7 **You** must tell **us** if **you** are going to become the owner of a new or increased interest in the **property** or any land or building which includes the **property** (for example, if the **property** is leasehold and **you** buy the freehold). If this happens, **you** must send **us** any document giving **you** the new or increased interest. **You** must give **us** (if **we** ask for it) a new mortgage over the new or increased interest. **We** must approve the terms of the new mortgage deed (or standard security in Scotland).

F.11.1.8 If **we** ask **you**, **you** must deposit with **us** any document relating to the **property** or the ownership of the **property** held by **you** or on **your** behalf.

F.11.1.9 If **we** ask **you**, **you** must deposit with **us** any share certificate or membership certificate relating to **your** membership of a management company, or a residents' association or society (or other similar organisation) connected with the **property**.

F.11.1.10 **You** must pay **us** the amount of any claim **we** pay to anybody else because **you** have not kept to these conditions about the **property**.

F.11.1.11 If **you** do not keep to any of **your** obligations to do with the **property**, **we** may keep to them for **you**.

F.12 Our right to enter the property

We, or someone acting on **our** behalf, may come into the **property** to inspect it or to do any work **you** have not done. Unless **we** cannot contact **you** or it is an emergency, **we** will tell **you** beforehand. If **we** enter the **property** under this condition, it does not mean **we** have accepted the legal responsibilities of a mortgage lender in possession of the **property**.

F.13 Insuring the property

F.13.1 **You** must ensure that the **property** is insured at all times. The following terms will apply.

F.13.1.1 The insurance must be in the joint names of **you** and **us**. If this is not possible (for example, because a landlord leases the **property** to **you** and the insurance has to be in the landlord's name), **you** must arrange for **our** interest in the **property** to be noted on the policy.

F.13.1.2 The policy must cover the following risks: fire, lightning, aircraft, explosion, earthquake, storm, flood, escape of water or oil, riot, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, landslip, heave, collision, accidental breakage of glass and sanitary ware and accidental damage to underground services and any other risk **we** reasonably say and all risks covered by a comprehensive householder's insurance policy. If **you** wish, **you** may arrange for the policy to cover more risks.

F.13.1.3 **You** must be insured against public liability to anyone else.

F.13.1.4 The **property** must be insured for an amount not less than the full reinstatement value of the **property** and must include demolition costs and value added tax. This amount must be index linked or reviewed every year.

F.13.1.5 The excess (the amount of each claim **you** must pay) must not be more than the limits **we** set from time to time.

F.13.1.6 **You** must keep the insurance in force.

F.13.1.7 **You** must not do anything which would mean the insurance ends, is cancelled or becomes invalid.

F.13.1.8 **You** must show **us** details of the insurance and proof that it is still in force, if **we** ask **you**.

F.13.1.9 **You** must claim under the policy for any damage **you** are covered for unless **you** put the damage right.

F.13.2 **We** may insure the **property** if:

F.13.2.1 **you** are not insuring it (and **we** have not agreed that anybody else can insure it); or

F.13.2.2 **you** break the terms in conditions F.13.1 or F.13.6.

F.13.3 If **we** insure the **property**, **we** will decide:

F.13.3.1 who the insurer will be;

F.13.3.2 whether to insure the **property** direct or through an agent or broker;

F.13.3.3 what will be covered by the policy; and

F.13.3.4 the amount of the sum insured and any excess.

F.13.4 **We** may also insure the **property** if **you** ask **us** to arrange the insurance for **you**. **We** will insure it on the terms **we** agree with **you**.

F.13.5 Conditions F.13.6 to F.13.10 apply whoever insures the property.

F.13.6 **You** must make sure that nothing happens which may:

F.13.6.1 reduce the risks the **property** is covered for or the amount of the sum insured;

F.13.6.2 increase the premiums or the excess;

F.13.6.3 prevent or hinder any claim from being settled in full; or

F.13.6.4 make the insurance invalid.

F.13.7 **You** must tell **us** straight away if the **property** gets damaged and **you** or anyone else will need to make a claim.

F.13.8 **We** have a right to settle all insurance claims on reasonable terms.

F.13.9 **We** may use any money from a claim to:

F.13.9.1 repair or rebuild the **property**; or

F.13.9.2 reduce or pay off the **mortgage debt**.

F.13.10 If **you** receive any money from an insurance claim, **you** must hold all the money on trust for **us**, whether or not **we** agreed to the insurance.

F.13.11 Conditions F.13.3 to F.13.10 will apply to any contents insurance which **we** arrange for **you**, with **your** permission, or if **you** leave any contents in the **property** after **we** repossess it.

F.14 Other insurance

F.14.1 This condition F.14 applies to any of the following kinds of insurance taken out by **you** or anybody else in connection with the **property**.

F.14.1.1 Insurance taken out to cover any of **your** responsibilities under the **mortgage** (including **your** responsibility to pay the **regular mortgage payments**). (This does not include cover under a mortgage indemnity scheme.)

- F.14.1.2 Insurance for work carried out by a builder or other contractor.
- F.14.1.3 Any kind of title insurance or search insurance.
- F.14.2 **We** may pay for the insurance if no one else does.
- F.14.3 **We** have a right to settle all insurance claims on reasonable terms.
- F.14.4 If **you** receive any money from an insurance claim, **you** must hold all the money on trust for us, whether or not **we** agreed to the insurance.
- F.14.5 **We** may use any money from a claim to:
- F.14.5.1 reduce or pay off the **mortgage debt**; or
- F.14.5.2 make good the loss, damage or defect which the insurance money was paid for.

F.15 Your legal responsibility for the investment plan

- F.15.1 If an **investment plan** is used in connection with the **mortgage**, **you** must make sure that nothing is done which could mean that the **investment plan**:
- F.15.1.1 ends (unless the money due under the **investment plan** is paid to us);
- F.15.1.2 is cancelled;
- F.15.1.3 becomes invalid;
- F.15.1.4 loses any tax benefits; or
- F.15.1.5 is used to secure or pay off a debt owed to anyone else.
- F.15.2 **We** are under no duty to tell **you** if **we** find out that any of these things happen. If any of these things do happen, **we** can tell **you** to start the original **investment plan** again or to take out another **investment plan**.

F.16 Acting as attorney for you

- F.16.1 By way of security, **you** appoint **us**, and (as a separate appointment) anyone **we** appoint to receive any income from the **property**, to be **your** attorney. **You** cannot cancel this appointment until the money secured by the **mortgage deed** is paid off in full.
- F.16.2 **Your** attorney will be authorised to act in **your** name and on **your** behalf and will have the following rights.
- F.16.2.1 To receive any money due to **you** to do with:
- F.16.2.1.1 the **property**;
- F.16.2.1.2 any right to the **property** or power or claim over it;
- F.16.2.1.3 the insurance of the **property** or any guarantee or compensation relating to it; or
- F.16.2.1.4 any other insurance described in condition F.14.
- F.16.2.2 To enforce **your** rights or take over **your** right to make any claim or do anything else (including bringing or continuing court or arbitration proceedings) to do with:
- F.16.2.2.1 the **property**;
- F.16.2.2.2 the insurance of the **property** or any guarantee or compensation relating to it; or
- F.16.2.2.3 any other insurance described in condition F.14.

- F.16.2.3 To use any money received as **your** attorney to reduce or pay off the **mortgage debt**, put right any defect in the title to the **property**, repair or rebuild the **property**, or pay any money which **you** have not paid under the **mortgage**.
- F.16.2.4 To instruct anybody (such as a solicitor) who has any documents or accounting information (including tapes, films or computer records) about the **property** or the ownership of the **property** to let **us** look at them, take copies of them or ask for them to be sent to **us**.
- F.16.2.5 To transfer any share or membership right in any management company or residents' association or society (or other similar organisation) connected with the **property** which **you** are a member of.
- F.16.2.6 To ask for the cancellation and reissue of any certificate in respect of any share or membership right in any management company or residents' association or society (or other similar organisation) connected with the **property** which **you** are a member of.
- F.16.3 If the **investment plan** is one which **you** could assign to **us**, **your** attorney will have the following rights.
- F.16.3.1 To receive any money due to **you** under the **investment plan**.
- F.16.3.2 To take over **your** right to receive any money due to **you** under the **investment plan**.
- F.16.3.3 To sell, cash in, change or deal with the **investment plan** if **you** have to pay off the full **mortgage debt** under condition F.17 or if **you** die.
- F.16.3.4 To enforce any right which **you** have not enforced in connection with the **investment plan**.
- F.16.4 If the **investment plan** is one which **you** cannot assign to **us**, and **you** have to pay off the full **mortgage debt** under condition F.17 or if **you** die, **your** attorney may (so far as the law allows) do anything **you** could have done to end the **investment plan**, sell the investments in the **investment plan**, deal with the **investment plan** and receive any money due under the **investment plan**.
- F.16.5 If there is more than one of **you**, the attorney will act for all of them together and each of them separately.

F.17 When the mortgage debt has to be repaid immediately

If any of the things mentioned in this condition happen, **you** must pay **us** the **mortgage debt** immediately.

- F.17.1 If **you** do not pay any two **regular mortgage payments** (they do not have to be consecutive). **We** do not count **regular mortgage payments** **you** miss in accordance with condition F.3.
- F.17.2 If **you** do not pay any other money **you** owe under the **mortgage deed** within two months after **you** should have paid it.
- F.17.3 If **you** do not keep to any of **your** obligations under the conditions in sections A and F or in the **offer** or an **extra agreement** (other than an obligation to pay money).
- F.17.4 If **you** do not pay us the **mortgage debt** in full by the time any notice under condition F.5.3 runs out.
- F.17.5 If:
- F.17.5.1 **you** enter into a voluntary arrangement with anyone **you** owe money to (or **you** are going to do so);
- F.17.5.2 **you** apply to a court for an interim order; or
- F.17.5.3 a bankruptcy order is made against **you** or **we** think that one is likely to be made.
- F.17.5.4 anybody takes any of **your** money or property to recover a debt; or
- F.17.5.5 anybody applies for a court order or decree against **you** to do with the **property** and this could harm **our** security.

- F.17.6 If **you** have given **us** any false or misleading information.
- F.17.7 If the **property** is compulsorily purchased.
- F.17.8 If the **property** is in Scotland and **we** have given **you** a calling up notice under the Conveyancing and Feudal Reform (Scotland) Act 1970 and **you** have not paid **us** the full **mortgage debt**.
- F.17.9 At the end of the **mortgage repayment period**.

F.18 Our right to take possession of the property

- F.18.1 If **you** must pay off the **mortgage debt** immediately under condition F.17, **we** may:
 - F.18.1.1 make **you** leave the **property** (if **you** have not already done so) so that **we** can take possession of it;
 - F.18.1.2 sell the **property**;
 - F.18.1.3 use the other powers given to mortgage lenders under the Law of Property Act 1925 (if the **property** is in England or Wales), the Conveyancing and Feudal Reform (Scotland) Act 1970 (if the **property** is in Scotland) or the Conveyancing Acts 1881 and 1911 (if the **property** is in Northern Ireland);
 - F.18.1.4 use the extra powers **we** have under the conditions in section F;
 - F.18.1.5 let the **property** on any reasonable terms; or
 - F.18.1.6 if the **property** is in Scotland, ask the Sheriff Court of the district where the **property** is located for a warrant of summary ejection. **We** will only do this if **we** have given **you** at least seven days' notice to leave the **property**. **You** agree that, if **we** have given **you** this notice, **you** will not try to stop **us** getting a warrant of summary ejection and that **you** and everyone living there will leave the **property** when **we** tell them to.
- F.18.2 **We** may use **our** legal power to sell the **property**, the **investment plan** or the investments that make up the **investment plan** even if **we** have not taken possession of them. The restrictions in section 103 of the Law of Property Act 1925 and section 20 of the Conveyancing Act 1881 will not apply.
- F.18.3 If **you** agree, **we** may use **our** powers in this condition even though **you** do not have to pay the **mortgage debt** immediately under condition F.17.
- F.18.4 If **we** do not receive payment of the **mortgage debt** in full when the **property** is sold, **you** must pay **us** the money **you** still owe **us**. **We** will continue to charge **interest** on the money **you** still owe **us** until **you** pay it off in full.

F.19 Things left in the property

If **we** take possession of the **property**, **we** may remove, store, sell or dispose of anything **you** leave at the **property** (including animals). **You** will have to pay **our** expenses of doing this.

F.20 How we use the money received by us

- F.20.1 If **we** receive any money when **we** use any of **our** powers under conditions F.16 or F.17, **we** will use the money in the following order.
 - F.20.1.1 To pay off any unpaid interest.
 - F.20.1.2 To reduce or pay off the rest of the **mortgage debt** (except for the expenses mentioned below in this condition).
 - F.20.1.3 To pay all expenses of using **our** powers.

- F.20.2 Examples of **our** expenses are:
 - F.20.2.1 the costs of any legal proceedings in connection with the **mortgage** or the **property** (whether brought by, or against, **you** or anybody else);
 - F.20.2.2 the cost of valuing or inspecting the **property**;
 - F.20.2.3 the costs **we** pay to recover any money **you** owe **us**, or to create or protect **our** security, or in using **our** legal rights and powers in sections A or F relating to the **mortgage**;
 - F.20.2.4 **our** reasonable costs resulting from **you** breaking any of the conditions in sections A or F relating to the **mortgage**;
 - F.20.2.5 the costs of any insurance **we** take out or arrange under the **mortgage**; or
 - F.20.2.6 any administration fees **we** charge for any work **we** do or services **we**, **our** holding company or another subsidiary of **our** holding company provide in connection with the **mortgage** or the **property**.
- F.20.3 If **we** use **our** powers under conditions F.16.1 or F.18, **we** will pay any amount left over from the money **we** receive from the sale of the **property** to anybody who has a mortgage or other security over the **property** and, if there is none, to **you**.
- F.20.4 If **we** use **our** powers under conditions F.16.3 or F.16.4, **we** will pay any amount left over from the money **we** receive to anybody who has a mortgage or other security over the **investment plan** and, if there is none, to **you** or **your** personal representatives.

F.21 Continuing security

- F.21.1 The **property** and the **mortgage deed** are security for the **mortgage debt** and also for any other money **you** owe **us** under the conditions in section A that apply to a mortgage **jar** and under the conditions in section F. **We** will not release any security **we** hold until **you** have paid all this money.
- F.21.2 Condition F.21.1 does not apply to any money **you** owe **us** under an agreement which the Consumer Credit Act 1974 regulates unless **we** have met the terms of that Act.
- F.21.3 **You** promise to sign any document **we** may need to safeguard **our** security or to protect **our** interest in the **property** or any **investment plan**. **We** will prepare any document at **your** cost.

F.22 Your rights

- F.22.1 **You** may pay off all or part of the **mortgage debt** at any time without giving **us** notice (unless the **offer** or any **extra agreement** says that **you** cannot).
- F.22.2 **You** may use the **property** and keep any money (such as rent) from it until **you** have to pay off the **mortgage debt** immediately under condition F.17. **We** may ask **you** to pay the rent to **us** as a condition of allowing **you** to let the **property**.

F.23 Criminal damage compensation

- If the **property** is in Northern Ireland and suffers damage and the Compensation Agency agrees to pay compensation for the damage:
 - F.23.1 **you** will hold the compensation paid by the Compensation Agency to **you** on trust for **us**, unless an insurer has paid money under an insurance policy for the same damage, in which case **you** will only hold on trust for **us** the part of the compensation that is not paid to the insurer; and
 - F.23.2 **we** may use any money paid by the Compensation Agency to repair or rebuild the **property** or to reduce or pay off the **mortgage debt**.

F.24 What happens if your mortgage jar is in joint names?

- E.71 Each one of **you** is responsible for repaying the whole balance and not just a part of it.
- E.72 **We** will accept the instructions or signature of either one of **you**, this includes when **you** want to take a payment holiday, borrow the **pre-agreed reserve** or use the **built-up reserve**.
- E.73 If one of **you** dies, **we** will continue to accept instructions in connection with **your mortgage jar** from the survivor.
- E.74 If **your** relationship with each other ends, **you** must ensure that the **regular mortgage payment** is made or the **mortgage debt** is repaid.

IN WITNESS WHEREOF these presents typewritten on this and the sixty eight preceding pages are sealed with the Common Seal of us the said Halifax plc and subscribed for us and on our behalf by Michael Henry Ellis and George Edward Mitchell, two of our Directors, all at Edinburgh on the twenty eighth day of May two thousand and three.



M H Ellis, Director



G E Mitchell, Director



NOTE: THIS SCHEDULE ONLY APPLIES IF THE PROPERTY IS IN SCOTLAND

Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended)

Schedule 3

The standard conditions

1. It shall be an obligation on the debtor:
 - (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
 - (b) to permit, after seven clear days notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
 - (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.
2. It shall be an obligation on the debtor:
 - (a) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
 - (b) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
 - (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.
3. It shall be an obligation on the debtor:
 - (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
 - (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects;
 - (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.
4. It shall be an obligation on the debtor:
 - (a) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof,
 - (b) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
 - (c) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.
5. It shall be an obligation on the debtor:
 - (a) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and other such risks as the creditor may reasonably require;
 - (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
 - (c) to pay any premium due in respect of any such policy and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day, after the renewal date of the policy;
 - (d) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;
 - (e) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
 - (f) to refrain from any act or omission which would invalidate the policy.

6. It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and 'to let' in this condition includes to sub-let.
7. (1) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.
 (2) Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days notice in writing to the debtor, enter upon the security subjects at all reasonable times.
 (3) All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.
8. The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.
9. (1) The debtor shall be held to be in default in any of the following circumstances, that is to say:
 (a) where a calling-up notice in respect of the security has been served and has not been complied with;
 (b) where there has been a failure to comply with any other requirement arising out of the security;
 (c) where the proprietor of the security subjects has become insolvent.
 (2) For the purposes of this condition, the proprietor shall be taken to be insolvent if:
 (a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors.
 (b) he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate falls to be administered in accordance with an order under section 421 of the Insolvency Act 1986;
 (c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.
- 10 (1) Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part 11 of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.
 (2) He may proceed to sell the security subjects or any part thereof.
 (3) He may enter into possession of the security subjects and may receive or recover feu duties, ground annuals, or, as the case may be, the rents of those subjects or any part thereof.
 (4) Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
 (5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.
 (6) He may effect all repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.
 (7) He may apply to the court for a decree of foreclosure.

- 11 (1) The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a 'notice of redemption').
 (2) Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled.
 (3) (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgement signed by the creditor, or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
 (b) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgement of receipt by him shall be sufficient evidence of such notice having been given.
 (c) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.
 (4) When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.
 (5) Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.
12. The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

Interpretation

In this Schedule, where the debtor is not the proprietor of the security subjects, 'debtor' means 'proprietor', except:

- (a) in standard conditions 9(1), 10(1) and 12, and
 (b) in standard condition 11, where 'debtor' includes the proprietor.