

General Terms and Conditions

Effective from 1 July 2011.

The Santander Group has more than 150 years' experience in banking,
and more branches worldwide than any other international bank.



Alliance & Leicester International is part of  Santander

General Terms and Conditions of Deposit

Please take the time to read these Terms and Conditions. If you have any questions please call our International Customer Services Centre on +44 (0) 1624 641888. The effective date of these Terms and Conditions is 1 July 2011 and these Terms and Conditions supersede any previously issued General Terms and Conditions.

1 Introduction

- 1.1 Our Terms and Conditions are comprised of the General Terms and Conditions, which apply to all Alliance & Leicester International Limited savings accounts, as set out in this booklet, and Special Conditions, which apply to specific savings accounts. Special Conditions for our accounts are issued separately and should be read in conjunction with our General Terms and Conditions. In cases where our General Terms and Conditions and Special Conditions conflict with each other, then the Special Conditions will apply. References within our Terms and Conditions to 'Terms and Conditions' means our Terms and Conditions as may be amended, supplemented or varied by any new Special Conditions and any applicable overriding law.
- 1.2 Alliance & Leicester International Limited is a wholly owned subsidiary of Santander UK plc. The ultimate parent undertaking and controlling organisation of Alliance & Leicester International Limited is Banco Santander Central Hispano S.A., a company incorporated in Spain.
- 1.3 In addition to our Terms and Conditions, we may issue additional Legal Terms for the use of services which we offer, including but not limited to Legal Terms governing the use of the Alliance & Leicester International Internet Banking Service. These can be found on our [Website](#).
- 1.4 There may be further terms and conditions which apply to your Account by law but are not set out in our Terms and Conditions.
- 1.5 In our Terms and Conditions, the following terms should be interpreted as follows:

'**Account**' means your bank account operated and maintained by us in your name.

'**Agent**' means an individual or legal entity authorised by the Account holder(s) to act on their behalf and accepted as such by us.

'**Any Loss**' means any loss whatsoever that we are not prohibited from excluding by law, including but not limited to direct loss and damage, other banks' charges or losses, economic loss, special loss, punitive loss, currency exchange loss, indirect and consequent loss.

'**BACS**' means the Bankers Automated Clearing Service and its successors.

'**Banco Santander Group**' means Banco Santander Central Hispano S.A., its subsidiaries, associated and affiliated companies.

'**Banking Day**' means any weekday when we are open for business (excluding Saturdays, Sundays and bank holidays in the Isle of Man and any other days we notify to you). Bank and public holidays in the appropriate country or jurisdiction of the currency in which your Account is held may affect our ability to provide our full banking service, or may also cause a corresponding delay in the clearing or processing of transactions.

'**BIC**' means Bank Identifier Code and is the unique identification code for a particular bank.

'**Block or Blocked**' means an action of the Bank to preserve the funds held on an account, by means of restricting credits and debits to the Account as necessary to protect the Account holder(s), us or other third party.

'**CHAPS**' means the Clearing House Automated Payments System and its successors.

'**Direct Transfer**' means any transfer of funds through the banking system including but not limited to SWIFT payments, telegraphic transfers, BACS transfers, CHAPS payments or any other generally available electronic transfer method.

'**European Union Savings Tax Directive**' is a framework for laws between the member states of the European Union and associated territories, which requires each member state or associated territory (of which the Isle of Man is one) to allow the exchange of information between each other about European Union residents who earn interest on savings and investments in one European Union member state but live in another.

'**Foreign Currency**' means any currency other than Sterling.

'**Foreign Exchange**' means converting funds from one currency into a different currency.

'**IBAN**' (International Bank Account Number) is a European standard, used to identify each unique bank account.

'**Know Your Customer**' means our interpretation of our obligations to meet our regulatory requirements to know our customers, including but not limited to identity, location and financial circumstance.

'**Notice Account**' means any account on which funds cannot be accessed immediately without a Notice Penalty. A period of notice to withdraw these funds must be provided to avoid the penalty.

'**Notice Period**' is the period of time, in days, determined by the Special Conditions relating to the Notice Account held, that must be given by you to us to facilitate a withdrawal. Funds held on the Notice Account during the Notice Period will continue to earn interest until withdrawn.

'**Notice Penalty**' means a financial penalty that will be deducted if funds are withdrawn from a Notice Account without giving the required Notice Period. The penalty will be equal to the amount of interest payable on the amount withdrawn for the number of days of the relevant Notice Period, calculated using the interest rate applicable at the time of the withdrawal.

'**Our Office**' means our registered office in the Isle of Man.

'**Spot Value**' means two banking days forward from the trade date and usually refers to a foreign currency transaction.

'Statement' means the record of transactions issued periodically for a particular account.

'Sterling Area' means the United Kingdom, Channel Islands, Isle of Man and Gibraltar.

'SWIFT' means the Society for Worldwide Interbank Financial Telecommunications'.

'Tax Authority' means the Competent Authority charged with the collection of taxes in any country.

'Third Party' means an individual who you nominate to be able to access information and carry out certain Account operations on your behalf.

'Transactional Account' means an account where transactions are permitted and excludes a type of account where transactions are not permitted under the Special Conditions relating to the Account, for example a fixed rate bond.

'We', 'us' and 'our' mean Alliance & Leicester International Limited and its successors and assignees.

'Website' means our Website that contains all up-to-date information at www.alil.co.im.

'You' and 'your' mean the person who has signed the application form, or if more than one person, the persons who signed the application form or is authorised to sign on the Account as a Third Party.

- 1.6 In these Terms and Conditions, unless otherwise stated, a reference to a 'clause' is to a clause of these Terms and Conditions.
- 1.7 We may amend our Terms and Conditions by giving you notice in accordance with clause 21. Any such change(s) will be binding on all our customers.
- 1.8 We reserve the right to cease offering or withdraw any form of account without prior notice.
- 1.9 Our Terms and Conditions form part of the legal agreement between you and us. The laws of the Isle of Man govern this agreement. Both you and we submit to the non-exclusive jurisdiction of the courts of the Isle of Man.
- 1.10 In the event that any one or more of the phrases, sentences, clauses or sections of our Terms and Conditions is declared invalid or unenforceable by any court the remainder of our Terms and Conditions shall be valid, and construed as if such phrases, sentences, clauses or sections had not been inserted.

2 Applying for a savings account New Customers

- 2.1 To open an Account, you must not be restricted in your country of residence from opening an Account with us. Account acceptance will be at our sole discretion. Accounts will be maintained by us in the currency applicable to the Account opened. On opening an account we will send you notification in writing, detailing the Account number and the initial balance of your Account.
- 2.2 As a new customer to Alliance & Leicester International Limited, you must complete and sign an application form and provide the requested documentation before we will accept your initial deposit. By signing the application form you agree amongst other things to be bound by our Terms and Conditions (a copy of which you have received, read and understood). We reserve the right to take up references, including but not limited to, reviewing, the voters roll and instructing credit agencies and make any further enquiries as necessary to confirm details relating to applicants, account holders and certifiers of supporting documentation.

- 2.3 You must complete the application form and supply all documentation that we request, to meet our account opening procedures. In order for us to meet legal and regulatory requirements and fulfil our own policies and standards relating to our Know Your Customer obligations, we require you to provide us with documentary evidence of your identity, current permanent residential address, income and financial information. The Account that you have applied for may not be opened until we are satisfied that our legal, regulatory and internal standards have been fulfilled. We reserve the right to refuse any application or to request further documentation at any time.
- 2.4 If we agree to open an Account before you have provided acceptable documentation we will not be able to allow withdrawals until such evidence has been provided.
- 2.5 You must also provide a specimen of your signature (and if applicable all the signature(s) of any individual(s) you have authorised to operate your Account) when the Account is opened and at any other time when requested by us.
- 2.6 If you do not fully and clearly complete the signature mandate on your application form, we reserve the right to operate the Account based on the signature of any one Account holder until we are advised in writing of any other mandate.
- 2.7 If you are not the beneficial owner of the funds deposited in the Account, you must declare to us the name(s) of the beneficial owner(s) and provide us with such documents as we require relating to the beneficial owner(s).
- 2.8 If any other person who is not an Account holder is to be authorised to be a signatory on the Account, you must provide us with such documents as we require relating to such signatory or signatories before they are accepted as signatory or signatories on the Account. We reserve the right to refuse to accept additional authorised signatories at our discretion.
- 2.9 You must declare to us the source of funds deposited in the Account, the purpose of the Account, and the underlying source of wealth. We reserve the right to require additional information evidencing any of these factors before opening the Account or permitting withdrawals.
- 2.10 You will be responsible for any amounts owing to us on the Account.
- 2.11 We may refuse to carry out or allow any transaction or information amendment if we are not satisfied of the identity or authority of the person requesting the transaction or the lawfulness of the transaction.
- 2.12 If you send us any documentation in a language other than English, we will notify you of the applicable translation charge and obtain your agreement before it is translated. The charge incurred will be debited to your Account. We reserve the right not to accept a document in a language other than English which has not been translated to a standard acceptable to us.

Existing Customers

- 2.13 Any accounts opened subsequent to your initial application are subject to the Terms and Conditions, any amendment to Terms and Conditions and any additional terms and conditions that apply to new accounts that are not of the same account type as your initial Account. At our discretion, new accounts may be opened by telephone or in writing without the need for a further application provided that we have confirmed that we already hold sufficient documentation and information for you.

- 2.14 You may not transfer any of your rights or obligations in relation to your Account without our express agreement. If agreed by us, such a transfer shall be subject to our account opening processes and requirements in place at the time and will not be valid unless made in a manner approved by us and until registered in our records. We may refuse to permit a transfer without giving any reason.
- 2.15 We may at our discretion and without giving any reason refuse to open an account or accept a deposit from any person or entity.
- 2.16 We are entitled to treat the named Account holder(s) as the absolute owner(s) of the Account. We shall not (unless required by law) be bound to recognise any trust, interest or charge in or over the Account claimed by any other person even if we have express or other notice of this claim. We will not be liable for refusing or failing to recognise any such claim.
- ### 3 Paying money into your Account
- 3.1 For the initial deposit, payments can only be accepted if they are drawn on an Account in the applicant's name(s) or have been issued by a bank, a financial institution, an advocate, solicitor or lawyer and made payable to the applicant(s) or to us with the applicants' name. We may at our sole discretion accept initial deposits from sources other than those listed in this clause where the initial deposit is made at Our Office in the Isle of Man. Initial deposits in cash are only permitted from Isle of Man residents. We reserve the right to request additional information to verify the source of the funds and to refuse any deposit.
- 3.2 Deposits can only be made with Our Office in the Isle of Man, or other places in the Isle of Man as we may specify, in accordance with the minimum values and balance detailed in the Special Conditions applicable to the Account. You may not make deposits into your Account at any other office of the Banco Santander Group or at the offices of our clearing bankers.
- 3.3 Funds remitted to us will be applied to the specified Account within one working day provided that the originating or intermediary institution supplies full and correct details, or if remittance is by cheque, provided you have correctly quoted your Account details. Cheques received through the post below the minimum value specified by the Special Conditions applicable to the Account will be returned to the Account holder's correspondence address or, at our sole discretion, will be credited to your Account. We will not be liable or responsible for Any Loss as a result of any cheque below the minimum value not being presented for clearance or if the cheque(s) are lost or delayed in the postal system.
- 3.4 The maximum cash deposit we will accept into an existing Account is £1,000. The cash deposit service is only available to you if you have provided us with a current residential address in the Isle of Man. No cash transactions are permitted in US Dollars, Euro or any Foreign Currency and we reserve the right to refuse cash deposits at our absolute discretion.
- 3.5 Travellers' cheques, postal or international money orders are not accepted.
- 3.6 Only Sterling cheques drawn on a bank in Sterling Area will be accepted and these will take six Banking Days to clear before a withdrawal can be made against the funds deposited. No other cheques are accepted, including Sterling cheques drawn on a bank outside of the Sterling Area and cheques in a Foreign Currency.
- 3.7 We will not be liable, in respect of any funds being deposited or withdrawn, for Any Loss arising from delay in the transmission of funds due to causes beyond our control or for any charges levied by handling banks involved in the transmission of funds.
- 3.8 We may apply a limit to the amount that can be deposited in any particular type of account or by any one customer.
- 3.9 We reserve the right to refuse any deposit at our sole discretion. These funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by you.
- 3.10 Cheques to be deposited into your Account must be made payable to the Account holder or to 'A&L International re Account Holder' and must not be dated after the date of signature ('post-dated cheques'). We will not accept any responsibility for Any Loss arising as a result. We will return post-dated cheques to the Account holder's correspondence address. We will not hold them for banking at a later date. If you do post-date a cheque, we will not be held liable or responsible for Any Loss in respect of any cheque presented to us prior to the date of signature or for Any Loss whatsoever arising from the post-dating of the cheque. If you send us a cheque payable to you and it is drawn on a bank outside of the Sterling Area or in a Foreign Currency, the cheque will be returned to you and we will not accept any responsibility for Any Loss arising as a result.
- 3.11 We will make a charge for any cheques that you pay into your Account that are returned unpaid for any reason whatsoever. Such charges will be in accordance with our Schedule of Charges.
- 3.12 If a cheque is subsequently returned unpaid for any reason, we will debit your Account in full for the amount credited to your Account, together with any consequent interest that we may have paid on your Account and any charges incurred by us.
- 3.13 Where we receive Direct Transfer payments, the funds will be available for withdrawal as soon as they have been applied to your Account in line with the Special Conditions on your Account. If they cannot be applied to your Account for any reason, they will be returned to the originating bank, net of any charges and without interest.
- 3.14 SWIFT payments may be received by us in any currency. If we receive payments in your name for your Account in a currency other than that in which your Account is denominated, the payment will be converted into the currency of your Account, for Spot Value. This currency conversion will be performed without any further reference to the Account holder.
- 3.15 If you pay funds in one currency (for example Euros) into our bank account denominated in another currency (for example Sterling) these funds will be exchanged automatically on receipt and we will not be held liable or responsible for Any Loss.
- 3.16 In order to comply with anti-money laundering, drug trafficking and terrorism laws and regulations and to fulfil our Know Your Customer policies and standards, we reserve the right to request and obtain further information from you regarding the source of funds you have deposited with us. If you are unable to supply satisfactory evidence or explanations, these funds may be returned to the bank account from which they were received without interest. We will not be liable or responsible for Any Loss resulting from the return of such funds.

4 Withdrawing money from your Account

- 4.1 Withdrawals can only be made from **Our Office** in the Isle of Man or other places in the Isle of Man as **we** may specify, in accordance with the minimum and maximum values detailed in the Special Conditions relating to **your Account** once the funds have cleared. **You** may not make withdrawals from **your Account** at any other office of the **Banco Santander Group** or at the offices of **our** clearing bankers. No cash or cheque transactions are permitted in any currency other than Sterling.
- 4.2 **You** can withdraw money from **your Account** by asking **us** to:
- make a transfer to another **Account** in **your** name with **us**; or
 - make a **Direct Transfer** to an account in **your** name held with another bank or building society; or
 - pay away by **BACS** to another Sterling account held in the **Sterling Area**.
 - make a Sterling cheque payable to **you**. Cheques can only be either collected in person by **you** at **Our Office**, or posted to **your** registered correspondence address. **We** will not post cheques to any other address.
 - make a Sterling cheque payable to a third party, where **your Account** Special Conditions permit and the cheque is collected in person by **you** at **Our Office**.
 - pay cash up to a maximum £500 per **Account** holder per day at **Our Office** in the Isle of Man, or other places in the Isle of Man as **we** may specify subject to the Special Conditions. Repeat withdrawals are at **our** discretion and **we** do not need to give **you** a reason for **our** refusal.
- 4.3 **We** do not accept instructions or requests to place deposits on constant notice, rolling notice, or to close an **Account** and transfer funds to a new identical account in order to benefit from interest capitalisation.
- 4.4 Any withdrawal which reduces the balance to below the minimum acceptable balance for the **Account** may result in any remaining balance being added to the amount of the proposed withdrawal, and the **Account** being closed.
- 4.5 When making international **Direct Transfers** **you** should be aware that supplementary charges may be levied by intermediary banks. **You** will be responsible for any such charges and cannot opt to vary the way in which these are applied to the execution of the transfer. When **you** send **us** **your** instructions **you** must provide to **us** the full and correct banking details including the destination account name, account number, sort code, **BIC** or **SWIFT** code, **IBAN**, routing or other banking code(s). If **you** do not provide **us** with the full and correct information, monies are likely to be delayed and potentially lost, and **we** will not be responsible for **Any Loss** arising. If **you** have not supplied **us** with the full and correct **IBAN** and charges are raised by other banks or agents, **we** will recover these costs by debiting **your Account** or by requiring **you** to pay **us** the relevant sum. As a guideline international **Direct Transfers** will take up to six working days, however, **we** cannot guarantee the time taken as this will depend upon the local and intermediary banking system. **We** will not be responsible for **Any Loss** arising from a delay in a **Direct Transfer**.
- 4.6 **We** will make a charge for **Direct Transfers**, in accordance with **our** Schedule of Charges, which will be deducted from **your** outstanding cleared balance or from the amount sent if insufficient funds remain.
- 4.7 **We** reserve the right to select the method by which a **Direct Transfer** is made by **us**. Any request to 'transfer' funds will normally but not exclusively be interpreted as meaning a **Direct Transfer** by **BACS** or **CHAPS** unless **your** instructions clearly state otherwise. At **our** discretion, **we** may carry out an instruction for a **Direct Transfer** without the provision of the full bank details stated in clause 4.5 if **we** have made payments to that bank previously for **you**. **We** reserve the right to make payments by **BACS** when requested to make a cheque payment providing that **we** are in possession of the payment details of the recipient bank account.
- 4.8 **We** will endeavour to carry out **your** withdrawal instructions within one **Banking Day** after receiving them. **We** cannot accept instructions for withdrawals at specific times (commonly known as 'timed instructions'). In certain circumstances this may not be possible and the withdrawal instruction will be actioned as soon as possible.
- 4.9 **We** will not be liable or responsible for the value given to funds by a beneficiary bank.
- 4.10 **We** assume no responsibility for mail or other communication delays, external clearing system lead times, processing times or for **Any Loss** which may arise in relation to the operation of **your Account**.
- 4.11 **We** will not be liable or responsible for not completing **your** instruction if:
- **you** do not have sufficient cleared funds in **your Account**; or
 - **you** have not yet fulfilled **our** account opening requirements; or
 - **you** have failed to provide **us** with satisfactory details regarding the source of any funds **you** have deposited with **us**; or
 - a legal order has prohibited withdrawal from **your Account**; or
 - **we** have reason to believe there is a dispute between joint **Account** holders; or
 - **your Account** is closed, or otherwise **Blocked**; or
 - **you** have not provided **us** with complete and correct payment instructions; or
 - completing the instruction(s) may contravene law or regulation; or
 - the instructions have not been authenticated or signed in accordance with the mandate in respect of **your Account**; or
 - **we** are delayed from carrying out, or fail to carry out **your** instructions due to an event beyond **our** reasonable control, including but by no means limited to industrial action, or the failure of any of **our** machines, data processing systems, transmission links, internet banking system, or because there has been a failure in any part of the internal or external banking systems used to make direct payments or any terminal or telecommunication device used in connection with the external banking systems.
- 4.12 **We** reserve the right to contact **you** regarding withdrawal requests, in order to perform security checks. **We** will not be liable or responsible for the consequences of any delay or **Any Loss** arising as a result of **us** being unable to contact **you** to complete **our** security checks. It is **your** responsibility to ensure that **we** are provided with accurate and up to date contact details including telephone numbers.

- 4.13 We will accept signed instructions from you by post and fax or other means stated in the Special Conditions. We do not accept instructions by email. We reserve the right not to carry out any instruction if we are in doubt as to its authenticity.
- 4.14 Any withdrawal requests requiring currency conversion will be carried out at our prevailing exchange rate and subject to clause 5.

5 Foreign Exchange

- 5.1 We will provide Foreign Exchange services in the following circumstances:
- where a payment is made or an amount remitted in a currency which is different to the currency denomination of the Account which is to be debited or credited
 - where, on your specific request, some or all of the balance in your Account is to be transferred into a different account denominated in another currency or remitted to you or to another payee in a different currency in accordance with your instructions; and
 - where, on your specific request, some or all of the balance in your Account is transferred to an account at another bank which is denominated in a different currency.
- 5.2 Currency exchange services are provided subject to the provisions of clauses 3.14, 3.15, 4.14, 5.3 and clause 10 in its entirety.
- 5.3 We do not give any warranty as to the specific time during the day at which any exchange conversion deal requested by you or carried out under clauses 3 and 4 will be carried out and completed. If you request an indication exchange rate, we will provide such indication rate, which will be for indication purposes only. We do not give any warranty that this rate will be achieved on your currency exchange transaction. Exchange rates move constantly and you may obtain a lower or a higher rate. We will not be held liable or responsible for Any Loss as a result of movements in market rates, provided that we act on your instructions within a reasonable time frame. Our normal operating time frame is that if you make a valid request for an exchange of currency before our daily cut off time, the deal will be carried out the same day and if you make a request for an exchange of currency after our daily cut off time, the deal will be carried out the next day. If circumstances arise which prevent us from making your currency exchange within our normal operating time frame, we will not be responsible for Any Loss. Our cut off time will be notified to you on request. Foreign exchange deals will be made on a spot basis and funds in the required currency will be available two Banking Days after the deal is completed. The exchange rate applied will be our rate available on the day of the exchange transaction.

6 Stopping withdrawal payments

- 6.1 You cannot cancel or stop a cheque withdrawal or Direct Transfer from your Account once the cheque or Direct Transfer has been entered onto our systems.
- 6.2 We may stop cheques or recall funds made by Direct Transfer if we believe that the original instruction may not be genuine. We will use our best endeavours to stop the cheque or recall the funds. We will not, however, be held responsible for the delay or failure to stop cheques or recall funds in such circumstances or for Any Loss arising from any such delay or failure.
- 6.3 We reserve the right to refuse to accept a request to stop a cheque or recall a Direct Transfer.

7 Account disputes

- 7.1 If we reasonably believe that your Account is being used for illegal purposes or if we believe that there is a disagreement about who owns the money in your Account (including a disagreement between Account holders) we may Block your Account. This will mean that we will not permit any withdrawals or carry out any other instructions and may not enter into communication with you regarding any claim until we are satisfied that your Account is not being used for illegal purposes or that the disagreement is settled. In any event we shall be entitled to charge you with the amount of any legal or other costs incurred by us in protecting our interests. We will not be liable for Any Loss arising as a result of your Account being Blocked.
- 7.2 If we consider that there are reasonable grounds for believing that a dispute exists between joint Account holders, we reserve the right to require the signature of all Account holders for any transactions on the Account until we are satisfied that the dispute is settled.
- 7.3 In the event of any valid Court order, injunction or direction being presented to us which obliges us to restrict your use of the Account we reserve the right to debit the Account, at the time the relevant order, injunction or direction is specified or otherwise, with any costs we may incur. We will not be liable for Any Loss arising as a result of restrictions being placed on your Account as a result of any such order, injunction or direction being made.

8 Withdrawing money from an Account where notice is required

- 8.1 If you want to withdraw money from an Account where there are Special Conditions requiring you to give us written notice before we are obliged to pay you, you must give us written notice (signed by you) in accordance with those Special Conditions. Subject to any Special Conditions (which shall override the following if they conflict) this notice must state clearly:
- the amount you want to withdraw; and
 - the date when you want to withdraw the money; and
 - which method of payment under clause 4 you want us to make.
- 8.2 If we do not receive clear and full instructions from you within 14 days after we receive your original incomplete instructions, then we will treat your instructions as cancelled. If this happens you will need to give us new instructions to make a withdrawal from your Account. We will make reasonable efforts to contact you to ask you to clarify any unclear or incomplete instructions.
- 8.3 We will treat the period of notice as starting on the day when we receive full and clear instructions at Our Office. If you send us notice by fax we will treat the Notice Period as starting when we receive your fax. This will only apply if:
- the notice contains all of the information we require as detailed in clause 8.1; and
 - we receive the original instructions that you faxed to us signed by you at Our Office within 14 days after the fax transmission. We do not accept email instructions.
- 8.4 We will not make any payment out of your Account unless we have received your written notice or any notice pursuant to our telephone banking service set out in clause 12.

- 8.5 If **your** notice expires on a day when **Our Office** is not open for banking business, **we** will action **your** withdrawal on the next day **Our Office** is open for banking business, subject to the provisions of clause 4.8.
- 8.6 Where notice has been given for a penalty free withdrawal, **your** withdrawal must be made on the day requested. If the withdrawal is not made on the day requested, notice will be deemed to have lapsed and further notice will be required.
- 8.7 If **you** ask **us** to cancel **your** written notice, **we** may do so instead of accepting it but only if **your** request is received prior to **us** actioning the withdrawal. Once **we** have actioned **your** withdrawal **we** cannot cancel **your** request. If **we** allow **you** to change **your** notice **we** will tell **you** and **we** will treat **your** original notice as cancelled. If this happens **you** must give **us** a new notice for withdrawal.
- 8.8 If **we** receive more than one notice for any single withdrawal and the instructions in those notices are different **we** may choose not to accept either notice. If this happens **we** will tell **you**.
- 8.9 In the event of the death of the **Account** holder(s), the **Account** can be closed without notice or **Notice Penalty**, and interest will be applied up to and including the date of closure at the current interest rate for the **Account**.
- 8.10 Where an account is subject to a **Notice Period**, before a withdrawal may be actioned without loss of interest, the withdrawal amount to be placed on notice may not exceed the balance held at that time.
- 8.11 If a valid notice is not served on an account where notice is required, then a **Notice Penalty** will be applied. This is calculated as:
- Amount withdrawn x Number of days notice required by the applicable Special Conditions x
Interest rate applicable on day of withdrawal
Divided by the Day Count referred to in clause 9.6
- The **Notice Penalty** will be deducted from the accrued interest in the specified account. Where there is insufficient accrued interest to cover the **Notice Penalty**, then the **Notice Penalty** will be taken first from the accrued interest and any remaining amount of penalty due will be deducted from the remaining capital balance on the specified account in accordance with clause 10.3.
- 8.12 **We** will have no obligation to action a withdrawal request if a valid notice has not been served and **we** will not accept any responsibility for **Any Loss** arising as a result.
- ## 9 Interest
- 9.1 Where **we** are permitted by law to pay interest gross, without deduction of tax, **we** will do so. However, if law or regulations come into force which require **us** to deduct tax or any other externally imposed levy before paying interest to **you**, **we** reserve the right to make such deductions. **We** will have no obligation to refund any deductions where deducted in accordance with legislation and regulation and in good faith.
- 9.2 **We** reserve the right to request further evidence of residency or personal details in deciding whether changes in legislation or regulations apply to an **Account**. Where **we** consider that there is uncertainty then **we** may apply a deduction of tax until such time as the uncertainty ceases and **we** will not be responsible or liable for any loss arising from such delays.
- 9.3 It is **your** responsibility to declare any interest earned to the relevant **Tax Authority**.
- 9.4 Customers who are resident of European Union member states are subject to legislation pursuant to the **European Union Savings Tax Directive** (EUSTD). Under legislation relating to the EUSTD, Alliance & Leicester International Limited is required to exchange information on interest paid to all EU residents. To do this, **we** will provide **your** name, country of residence and the amount of interest **you** have received from **us** to the Isle of Man Government who will in turn forward this information to the tax authorities of the European Union member state in which **you** are resident.
- 9.5 **We** reserve the right to treat each party on an account independently for the apportionment of interest.
- 9.6 **We** will pay interest on **your Account** at the rate or rates published on **our Website** and on the dates applicable to **your Account** as given in the Special Conditions on **your Account**. **We** will calculate interest on an 1/365 basis for each day in the year for Sterling accounts, and on an 1/360 day basis for each day in the year for US Dollar and Euro accounts; consistent with international banking practices.
- 9.7 **We** may at any time vary the rate or rates on **your Account** without notice (excluding Fixed Rate Bonds and accounts where funds are subject to a fixed rate of interest). **We** will tell **you** about this within 30 calendar days of a variation coming into effect either:
- by placing a notice on **our Website**;
 - by placing notices in newspapers in the Isle of Man, the UK and in an international edition of a UK newspaper;
 - by writing to the first named **Account** holder; or
 - by sending a secure message via **our** internet banking service to the first named **Account** holder.
- Details of interest rates are available at any time on **our Website**, or can be obtained by contacting **Our Office**.
- 9.8 The **Account** balance will determine the rate of interest payable and **we** will automatically alter the rate when the balance in the **Account** exceeds or falls below the certain specified limits. **We** will calculate **your** interest on the amount which is in **your Account** at the end of each day, subject to clauses 9.9 and 9.10.
- 9.9 If the balance on any account falls below the minimum balance for the **Account**, **we** reserve the right to pay any rate of interest including 0% for the period during which the balance remains below the minimum.
- 9.10 Funds paid into **your Account** by **Direct Transfer** or in cash will accrue interest from the day following the day it has been applied to **your Account** up to and including the date of withdrawal. Cheques will accrue interest from the second **Banking Day** following the day they have been applied to **your Account**. For deposits in foreign currencies, interest will begin to be accrued from the day after the funds are credited to **your Account**, with reference to clauses 3 and 5.
- 9.11 If **you** have made a deposit by cheque, and the paying bank does not clear the funds then **we** will take any interest paid on those funds out of **your Account**.
- 9.12 Interest is paid in one of the following ways:
- By adding it to the **Account** (where not excluded by Special Conditions).
 - By transfer to another account held with **us**.
 - By transfer in Sterling to a bank account in the **Sterling Area**.

If no interest payment instructions are given by **you**, then interest will be added to the **Account**.

- 9.13 All interest payments must be made payable to an account of which **you** are the named **Account** holder(s).

10 Charges and set off

- 10.1 Our charges for banking services are set out in our Schedule of Charges which **we** issue periodically to **you** and are also available on our **Website** or by contacting **Our Office**.

- 10.2 **You** agree to pay to **us** all banking and handling charges incurred in the operation of **your Account** including, but not limited to, bank transfer fees, fees for the clearance of cheques or drafts and fees and commissions for the conversion of funds between currencies, whether levied by **us** or by other banks or agents.

- 10.3 **We** will take money out of **your Account** to meet any charges or penalties due and owing to **us**.

- 10.4 **We** may introduce charges for other banking services and may vary the amount of our charges for any of our services at any time, for any reason without giving **you** notice. **We** may also change the way **you** have to pay charges if it is reasonable to make the change.

- 10.5 **We** may make further charges for any costs incurred by **us** as a result of any negligent or improper act, default or neglect by **you**. Such charges may include a proper sum for the cost of time, facilities, accommodation and services of our offices, employees and agents as well as the recovery of any legal expenses incurred by **us** in relation to **your Account**. **We** may deduct such charges from the balance for the time being standing to the credit of **your Account**.

- 10.6 **We** may use credit balances held by **you** with **us** to reduce or repay any debit balances on any **Account** **you** hold with **us**.

- 10.7 **We** reserve the right to make a charge if **you** ask **us** to carry out special activities, such as investigations, research, interest calculations etc. **We** will advise **you** of the charge before **we** carry out **your** instructions.

- 10.8 In the event of any valid court order, injunction or direction being presented to **us** which obliges **us** to restrict the use of **your Account**, **we** reserve the right to debit the **Account**, at the time of the relevant order, injunction or direction is lifted, with any costs **we** may incur. **We** will not be liable for **Any Loss** arising as a result of any such order, injunction or direction being made.

- 10.9 **We** will not be responsible for any loss or expense **you** may suffer if **we** cannot provide any services or facilities by reason of, but not limited to, any of the following events:

- industrial action; or
- power cuts; or
- failure of equipment or transmission links.
- any other causes beyond our reasonable control.

- 10.10 **We** are not responsible or liable to pay any charges that **your bank** (or their intermediary bank) may apply for receiving a payment originating from **your** account with **us** or for any charges applied for sending a payment to **your** account with **us**.

11 Joint Accounts and other types of Account

- 11.1 **You** may apply for an **Account** jointly with up to three other people, subject to the Special Conditions of the account applied for.

- 11.2 If **you** hold an **Account** jointly with one or more other people, **you** must be aware that all joint **Account** holders are bound by our Terms and Conditions:

- jointly (that is, all equally); and
- severally (that is, bound as though he or she was the only **Account** holder).

If one joint **Account** holder dies, **we** will treat the surviving **Account** holder(s) as the beneficiary(ies) of the **Account**.

- 11.3 Letters, Statements and other material that **we** send to the first named **Account** holder on **your Account** will bind all joint **Account** holders. 'Care of' and 'PO Box' numbers may be used in a correspondence address but **we** will still require **your** full permanent address as part of our identification procedures as set out in clause 2.

- 11.4 In the event of a dispute arising between joint **Account** holders, clause 7 will apply.

- 11.5 **We** will accept instructions from any one joint **Account** holder or an **Agent** to withdraw the deposit or receive any interest or bonus from the **Account** where this person has been authorised to do so by all **Account** holders on the application form or afterwards in writing. The receipt of, or evidence of payment to a person so authorised shall be a good discharge by **us** for any payment to **you**.

- 11.6 Trustees, Corporations, Clubs, Charities and Societies may apply to open accounts with **us** provided that **we** agree to the request and the relevant application form is completed and supporting documentation has been fully provided and that **we** are satisfied with the nature and purpose of the **Account**.

- 11.7 The type of accounts which **we** offer to applicants referred to in clause 11.6 may differ from our standard Personal range of accounts. **We** will write to such applicants setting out any Special Conditions and interest rates for the **Account** they hold, and **we** reserve the right to refuse entry of applicants under clause 11.6 into standard products at our sole discretion.

12 Telephone banking service

- 12.1 **We** can provide a telephone banking service during our normal opening hours on each **Banking Day**.

- 12.2 **You** will be required to apply for the service either with **your** original application form, or subsequently by the completion of an additional application form for this service including provision of a security code.

- 12.3 The telephone banking service is available on Accounts held solely or jointly. However, where a joint **Account** is operated on an 'all to sign' basis, this service is not available.

- 12.4 If **we** accept **your** application for the telephone banking service, then this service is available on all **your** Accounts held in the same name and **you** do not need to apply for the service on each account. For the avoidance of doubt, any transaction request for any amount made using the telephone banking service will be made without further reference to any **Account** holder save for circumstances under clause 7, provided that the security code and any other security checks are correct and complete to **our** satisfaction.

- 12.5 An **Account** holder may cancel the telephone banking service, by providing written instructions to **us** at **Our Office**. Thereafter, **we** will employ best endeavours to comply with the cancellation request, provided that instructions have not already been actioned or entered onto our systems.

- 12.6 **You** must keep **your** security code secure and not disclose it to anyone except **our** staff.
- 12.7 **You** may authorise payments to accounts nominated on **your** nominated account form. The maximum number of nominated accounts is two. **We** reserve the right to limit the number of nominated accounts to one for certain types of **Account**. Cheques requested may be made payable to third parties subject to clause 4.2.
- 12.8 In the event of **you** authorising **us** to make a payment by cheque payable to the **Account** holder(s) **we** will send the cheque to the registered correspondence address of the first **Account** holder.
- 12.9 If **you** authorise **us** to make a payment and it is not clear by which method **you** would like **us** to make the payment, **we** reserve the right to make the payment by **Direct Transfer** and deduct any charges due for this service.
- 12.10 **We** have no obligation to verify the authenticity of any instructions received other than as stated in clause 12.4 and/or any Special Conditions. **We** have no responsibility in the event of the security code coming into the possession or knowledge of unauthorised persons through no fault of **our** own.
- 12.11 **You** must pay **your** own telephone charges resulting from the use of the telephone banking service.

13 Internet Banking Service

- 13.1 **You** may apply using the internet for **our** Internet Banking Service which can be found by visiting **our Website** and clicking on the relevant link.
- 13.2 Our Internet Banking Terms and Conditions will apply to **your** use of the Internet Banking Service and these can be found on **our Website**.
- 13.3 Our Terms and Conditions will continue to govern **your Account** in all respects except for the use of **our** Internet Banking Service.
- 13.4 In the event that circumstances beyond **our** control prevent **us** from providing **our** Internet Banking Service, **we** will not be liable or responsible for **Any Loss** arising due to delay or failure to complete any instruction provided by **you** using the Internet Banking Service.

14 Communication

- 14.1 The first named **Account** holder will be treated as the representative joint holder and will be the only **Account** holder entitled to receive communications from **us**. **We** will send all written notices, Statements and other information to the registered correspondence address of the first named **Account** holder or via secure message. **You** may choose and tell **us** the order in which **you** want **your** names to appear on **your Account**.
- 14.2 **We** will update **your Account** after each transaction **you** make, and **your Account** will be made available for **you** to view using **our** internet banking service.
- 14.3 **We** will send **you** a **Statement** at least once each year. For internet Accounts this may be provided electronically. **We** may, in addition, provide other records of transactions as **we** deem appropriate for particular types of deposit.
- 14.4 **We** will send **you** notices from time to time providing **you** with information about interest rates and changes in **our** products and services in accordance with clause 9.7. **You** may choose not to receive such notices but if **you** do, **we** will not be responsible for **Any Loss** which may arise as a result.

- 14.5 **You** must tell **us** in writing if **your** name, address, telephone number, email address, or any other details **you** have given **us** change. If **we** ask **you** for documentary evidence of this **you** must give it to **us** before **we** amend **our** records. Failure to provide the documentary evidence required may result in **your Account** being **Blocked** until such time as the acceptable documents are provided. Subject to **us** acting reasonably **we** will not be responsible for **Any Loss** which may arise as a result. **You** must provide **us** with a full mailing address at all times as it is not possible for **us** to hold correspondence for **you**.
- 14.6 **We** will treat all letters and other material **we** send to **you** as arriving two business days after they are posted to **you** in the Isle of Man or United Kingdom or elsewhere in the British Isles or seven days if posted to an address other than this.
- 14.7 **We** may retain any correspondence **you** send to **us** for possible future reference. **We** may also listen to and record telephone calls to monitor the quality of **our** service and to ensure compliance with or to prevent breaches of applicable law, rules and procedures. Recorded calls may be relied upon at a future date should a dispute arise.
- 14.8 If **you** think **we** have made an error on **your Account** **you** must let **us** know promptly so that **we** are able to investigate the situation as soon as possible. If **you** become aware of any transaction on **your Account** that has not been authorised by **you**, **you** must notify **us** immediately. For this purpose, **you** must check **your Statement** and correspondence from **us**. If it is necessary to investigate a transaction on **your Account**, **you** may be required to provide **us** with permission to involve the police, if **we** need to involve them.

15 Security

- 15.1 **We** are not obliged to accept any application to open an **Account** (unless required by law). If **we** refuse, the matter will be for **our** absolute discretion and **we** will not be obliged to give a reason.
- 15.2 **We** will accept instructions in respect of **your Account** from:
- **you**; or
 - anyone who has power of attorney for **you**, which **we** have accepted and noted in **our** records; or
 - anyone who has a legal right to give **us** instructions.
- 15.3 **You** must provide a specimen of **your** signature (and if applicable all the signature(s) of any individual(s) **you** have authorised to operate **your Account**) when the **Account** is opened and at any other time when requested by **us**.
- 15.4 **We** will only make payments or transfers from **your Account** on receipt of instructions in the appropriate form from **you** or an authorised signatory on **your Account**. Unless **you** have established a telephone banking service on **your Account** under the terms of clause 12, instructions must be original instructions signed in accordance with the **Account** mandate. **We** reserve the right to operate security checks.
- 15.5 Where a telephone banking service exists on **your Account** **we** will accept instructions only after ensuring that appropriate security measures have been applied, including the use of a security code as set out in clause 12.
- 15.6 **We** reserve the right to refuse communications provided by electronic means, including but not limited to email and faxed instructions, unless **we** are satisfied that appropriate and adequate security measures have been applied to protect the integrity, reliability and authenticity of the information communicated and to protect **you** and **us**

against the possibility of fraudulent or other unauthorised transactions on **your Account**.

- 15.7 **We do not accept responsibility for the security of any information sent by you, or to you, via email.**
- 15.8 a) **We are entitled to treat you as the absolute legal owner of the money in your Account. Unless the law says that we must recognise any other claims over your Account (such as trusts or charges) we will not be liable if we do not recognise such a claim. We will not be bound to recognise the interest or claim of any person other than the Account holder(s) in respect of money held in an Account, nor will we be liable in any way for Any Loss howsoever caused (including but not limited to Any Loss caused by our failure to recognise such interest or claim (except as required by law)) unless either sub-clause (b) or (c) following applies:**
- b) Clause 15.8 (a) will not apply if the **Account holder(s)** is or are acting:
- in a professional capacity in the course of a profession or business where **we have accepted the Account as a designated account or,**
 - as a trustee(s) subject to the terms of a trust account; and
 - in both instances the **Account** has been designated to that effect or **we have otherwise confirmed the arrangement in writing.**
- c) Clause 15.8 (a) will not apply if **we have registered the interest of a Receiver, Liquidator, Administrator or Trustee in Bankruptcy in respect of the operation of the Account.**

16 Personal information and data protection

- 16.1 **We are required to hold sufficient information about you to satisfy our standards for Know Your Customer information and to confirm your identity. If, at any time, we determine in our discretion that we need additional information or documentation from you, we will contact you to obtain it. You agree to provide such information promptly when requested and to protect both you and us, any failure to provide this information when requested may lead to your Account being Blocked until we receive the requested information.**
- 16.2 All information that **we** collect is collected lawfully and held for specified and lawful purposes in accordance with the Isle of Man Data Protection Act 2002. Your privacy is important to **us** and **we** will respect **your** personal information and do **our** best to ensure that the details **we** hold are accurate and kept up to date.
- 16.3 To enable **us** to provide and operate accounts and associated services, information supplied by **you to us** at any time, whether or not **you** become a customer, will be held by **us** and may be disclosed to other companies in the **Banco Santander Group**. Any information about **you** received by **us** and other companies in the **Banco Santander Group** (from **you** and third parties) will be kept confidential and secure. **We** will only disclose it to other companies in the **Banco Santander Group** either with **your** express consent or for any of the following legitimate business purposes to which **you** agree:
- for assessment and statistical analysis for **our** business or the business of the **Banco Santander Group**, including automated techniques such as behaviour and credit scoring and for considering any application **you** may make to **us** or them;

- to provide and operate accounts and associated services;
- to comply with **our** legal and regulatory obligations – in some jurisdictions and in some areas of **our** business, **we** are required by law or regulation or contract to monitor communications;
- to prevent, detect or investigate the commission of a criminal offence or a suspected criminal offence;
- to gather information as part of an investigation by a regulatory body or in connection with a legal claim;
- to ensure **our** compliance with applicable legal, regulatory and corporate governance requirements and with **our** policies, standards and procedures including the sharing of information to assist with compliance with **our** standards for **Know Your Customer** information;
- to respond to requests for records from clients, regulatory bodies or other authorised parties;
- to detect, investigate and enforce suspected breaches of **our** policies, standards and procedures;
- to investigate a complaint or otherwise to establish the existence of facts in the context of business transactions or communications;
- to ensure **our** efficient operation, management and security of **our** communications networks and systems;
- to check the quality and quantity of **our** employees' work;
- to monitor interactions between **you** and **us** for training purposes; and
- to develop and improve **our** products and services.

Please note that if **we** become aware of unlawful activities, information or content, **we** may remove or disable access to the relevant information and report the information to appropriate authorities.

- 16.4 **You** agree that **we** and the other companies in the **Banco Santander Group** may disclose **your** personal information:
- to credit reference agencies;
 - to **our** insurers, sub-contractors and persons acting as **our** agents who have agreed to keep **your** personal information strictly confidential and secure;
 - to linked suppliers to the extent that they need **your** personal information to provide their services to **us** and **you** and who have agreed to keep **your** personal information strictly confidential and secure;
 - for debt tracing and fraud prevention;
 - to any person to whom **we** transfer **our** rights and/or obligations under this agreement;
 - as required or permitted to do so by law, regulatory authority or court order;
 - where necessary to protect **your** and **our** interest; and
 - where disclosure is made at **your** request or with **your** consent. Where **we** disclose information to providers of services to **you** and **us**, which includes disclosing **your** name and address on payment instructions, **we** will take all reasonable steps to make sure that **your** information is only used in line with **our** instructions and **our** own strict policies on confidentiality. **We** may transfer **your** personal information in accordance with clause 16.3 and 16.4 to a company in the **Banco Santander Group** or third party located in another country and if **we** do so **we** will ensure that they agree to apply the same levels of protection as **we** are required to apply to **your** information.

- 16.5 We may use the information you provide to search fraud prevention and credit reference agencies to check the identity of any party related to the Account. Other organisations may become aware of those searches but this is not a credit check and will not be seen or used by other organisations to assess your ability to obtain credit. We may use information we receive from these agencies to manage the Account, recover debt, prevent and detect fraud, verify identities and meet any legal, regulatory or other obligation we have to meet our standards for Know Your Customer requirements.
- 16.6 You agree to promptly notify us in writing of any change of address or other change in your personal details so we can keep our records up to date in compliance with applicable law. If you fail to do so promptly, we shall not be liable for Any Loss arising as a result (and nor shall any other companies in the Banco Santander Group). However, we shall update and correct our personal data about you as soon as reasonably practicable after receipt of such details from you at Our Office.
- 16.7 For the purpose of verification or amendment of any inaccuracies, you have the right of access under the Isle of Man Data Protection Act 2002 to certain personal records that we hold about you. If you wish to exercise this right, you should write to The Manager (Data Protection) at Our Offices. We will charge you should we provide information under this clause in accordance with the provisions of the Data Protection Act 2002.
- 16.8 If you wish to exercise your statutory right to (a) opt out of fully automated decision-making about you or (b) opt out of having personal data about you used for direct marketing you must do so by notice in writing to Our Office and we shall action your 'opt-out' by noting this within any files of details about you held by us or other companies in the Banco Santander Group within a reasonable period required for processing.

17 Closing your Account

- 17.1 You may close your Account at any time (subject to cheque clearance) unless, under the Special Conditions:
- you must give us a minimum amount of notice to close your Account; or
 - you cannot close your Account until the end of a fixed term.
- Closures involving a payment in a non-Sterling currency will require a waiting period of two Banking Days in order that the appropriate currency funds can be obtained.
- 17.2 We may close your Account at any time and repay the balance to you, together with any interest due. We do not have to give you a reason for doing so. If we decide to do this, we will normally give you thirty calendar days written notice unless there are exceptional circumstances that require us to close the Account immediately.
- 17.3 If we close your Account under clause 17.2 or you close your Account under clause 17.1 we will return your money to you along with any interest due on your Account up to the date of closure. A Notice Penalty calculated as set out in the Special Conditions of the Account will apply if you wish to close your Account without giving us the minimum notice required under the Special Conditions of the Account.
- 17.4 We reserve the right to close your Transactional Account if we consider that it has become dormant and for a period of three years there have been no transactions (if permitted by the Special Conditions) and we have written to you asking if you wish to keep your Account open and

- we have received no communication from you; or
- at least one notice sent by us to you at your registered correspondence address has been returned and not delivered.

If requested, we will open a new account and credit the balance to it.

- 17.5 Should you change your mind and decide to close your chosen new Account, (with the exception of Fixed Rate Bond and any other accounts where funds are subject to a fixed maturity date and/or a fixed rate of interest), you may do so by notifying us in writing within fourteen days of the Account opening date. After fourteen days the notice conditions set out in the Special Conditions of the Account will apply. Refer to clause 8 for details. Where you have chosen to close your new Account within fourteen days of the Account opening date, subject to cheque clearance, your capital and any interest earned will be sent to the source bank account from which your initial deposit originated. The opening date of your Account will be deemed to have been notified to you in accordance with clause 14.6.

18 Advice

- 18.1 We do not provide (nor hold ourselves out as providing) advice on the suitability of facilities or services offered to you by us for your particular circumstances, nor do we exercise any judgement on your behalf, especially relating to your tax position, and neither we nor our employees shall be liable for Any Loss arising as a result of you availing yourself of the facilities offered by us (or not, as the case may be). It is your responsibility to take independent advice as to the suitability of facilities for your particular circumstances.

19 What happens if you die?

- 19.1 If you die and your Account is not a joint Account, your personal representative may have to obtain a grant of representation in the Isle of Man and provide a certified copy to us. We will require sight of the proof of death document and grant of representation, or a certified copy of these documents. Any powers of attorney or third party mandates attached to the Account will cease to be valid on the death of an Account holder.
- 19.2 Once he or she has a Manx grant of representation your personal representative can:
- use the Account, or any successor Account, for as long as we may allow;
 - close the Account, in which case the notice requirements (if any) set out in the Special Conditions will apply.
- 19.3 For the effect of the death of a joint Account holder, see clause 11.

20 Transfer of business

- 20.1 We may on giving you one month's prior notice in writing or electronic message, transfer the principal sum and interest in the Account to another bank including, but not limited to, a bank within the Banco Santander Group (the successor bank) offering similar deposit facilities and or substantially the same investment terms. For this purpose, you authorise us (a) to open an Account with a successor bank in your name, (b) to transfer your funds to the successor bank, and (c) to supply your Account records and personal details to the successor bank. We shall use reasonable endeavours to ensure that the successor bank pays and continues to pay interest on the amounts invested, without deduction of income tax or other relevant taxes or

levies unless required by law or regulations. On the transfer becoming effective, your Account with Alliance & Leicester International Limited shall be closed and our liability to you to repay the funds on deposit shall cease.

21 Changes to our Terms and Conditions

21.1 We may change our Terms and Conditions, but we will tell you that we have done so in accordance with clauses 21.2 and 21.5.

21.2 If we change our Terms and Conditions we will tell you about any changes by one or more of the following ways within thirty days following the change:

- Writing to you
- Sending you a message with your Account Statements
- Press advertisement
- Posting a message on our Website
- Emailing you
- Sending you a secure message via our internet banking service.

21.3 We may change our Terms and Conditions at any time for any of the following reasons:

- To allow us to raise additional funds, invest in new technology, change methods of operation or improve services or facilities; or
- To enable us to harmonise our banking or charging arrangements; or

- To conform with or anticipate any changes in our Know Your Customer standards; or
- To take account of a change or anticipated change in law or regulation or recommendations by our regulator or any other suitable regulator, or in market conditions or banking practice; or
- To reflect the decision of a Court, ombudsman, regulator or similar body; or
- To reflect any change in our ownership; or
- To rectify any mistake that might be discovered in due course: or
- To make them clearer or more favourable to you.

21.4 We may also change our Terms and Conditions for any other valid reason including but not limited to error or omission or to make any clarification considered necessary.

21.5 Notwithstanding clause 21.2 if a change to our Terms and Conditions is to your disadvantage we will tell you about it by writing to you at the correspondence address you have given to us, at least thirty days before the change. Under these circumstances, you can close your Account without giving us notice, at any time up to sixty days from the date of notification of the change. You will not have to pay any additional charges for doing so. If you do not close your Account within sixty days from the date of notification of the change you will be deemed to have accepted the changes.

Alliance & Leicester International is able to provide this document in large print, Braille and audio CD. If you would like to receive this document in one of these formats, please give us a call on +44 (0) 1624 641 888.

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