



# Current Account Switch Agreement

- (A) This Current Account Switch Agreement (“Agreement”) is made between you (the individual(s) or entity who or which demonstrates consent to its terms) and us, **first direct**, 40 Wakefield Road, Leeds LS98 1FD, United Kingdom.
- (B) The Agreement is made up of the Consent, the Service Conditions and information about Your Right to Cancel the Agreement. Please read it carefully as you will be legally bound by it. If you do not understand any part of it, please contact us (please refer to section 5 for details of how to do this).
- (C) The Agreement will end on the date which is 13 calendar months after the Switch Date, e.g. if the Switch Date is 7th January this year, this Agreement will end on the 6th February next year.
- (D) In this Agreement:
- Your “New Account” is the account held with us that you are switching to.
  - Your “Old Account” is the account that you are switching from at your Old Bank.
  - Your “Old Bank” is the bank you are switching from.
  - The “Switch Date” is the date that we will arrange for any credit balance to be transferred from your Old Account to your New Account. We will complete the switch of information about your payment beneficiaries and your regular payment mandates from your Old Bank to your New Account on the same day. The Switch Date must be a working day and not a bank holiday that is observed by either your Old Bank or us.

## Consent

You (or each of you, if more than one of you is required to authorise your account switch) agree and confirm that:

- You will be bound by the terms of this Agreement (made up of this Consent, the Service Conditions and information about Your Right to Cancel the Agreement).
- You have given your consent for us to switch your Old Account, which is a sterling current account, to your New Account.
- You will select and agree a Switch Date with us.
- The switch process begins 6 working days before the Switch Date.
- You have provided us with an Account Closure Instruction for your Old Account which cannot be reversed or cancelled by you any later than the close of business 7 working days before the Switch Date.
- You have given your consent to the redirection of all payments to and from your Old Account to be made to and from your New Account for 13 months after your Switch Date.
- All information that you have given to us for the purposes of the switch is complete and correct.



Old Account number: 18283128

Sort Code: 600404

New Account number: 78933839

Sort Code: 404760

You would like the Switch Date to be 22 November 2013 or any other date we agree with you.

Signature: \_\_\_\_\_ Printed Name: Mr W G Reade

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: 14 November 2013

## Service Conditions

### 1. The Current Account Switch Service

- 1.1 There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
- 1.2 You can change the Switch Date at any time up until the close of business 7 working days before the Switch Date that you have previously agreed with us.
- 1.3 The switch process begins 6 working days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.
- 1.4 We will ensure that your existing regular payment mandates (e.g. Standing Orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements. **Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.**
- 1.5 The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.6 If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set up them up on your New Account.
- 1.7 If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the 6th working day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.8 Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.



- 1.9 Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next working day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.10 If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.
- 1.11 For a period of 13 months after the Switch Date if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.12 During the 13 months after the Switch Date, payments received in sterling from within the UK by your Old Bank will be redirected and credited to your New Account on the same working day that they were received by your Old Bank.
- 1.13 During the 13 months after the Switch Date, payments received by your Old Bank in any currency other than sterling will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in sterling. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.14 Both we and your Old Bank have cut-off times (which may vary depending on the currency) after which any payments received are treated as being received on the following working day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to section 5 for details of how to do this).
- 1.15 You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 5 for details of how to do this). You need to do this by close of business on the working day before you expect the payment to be received by your Old Bank. **However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason "account closed".**
- 1.16 If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.17 If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).



- 1.18 If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 5 for details of how to do this) to make this request.
- 1.19 You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.

## **2. How we and your Old Bank will use your information**

In order to fulfil your Current Account Switch in accordance with this Agreement, we and your Old Bank may:

- 2.1 process, use, manage, control and release information that you give us, that we capture or that we already hold about you, including:
- information (such as details of payment beneficiaries) that you have provided to your Old Bank not only in relation to your Old Account but also in relation to any other account(s) you hold with your Old Bank; and
  - information about other individuals with whom you hold any accounts jointly either at your Old Bank or with us.

Note that this means that anyone with whom you hold your New Account jointly will be able to see the beneficiaries of payments that you have made on any of the accounts you hold with your Old Bank, including any account(s) that are not being switched under this Agreement.

- 2.2 reveal information about you to:
- any person working for us, your Old Bank or any entity within our or your Old Bank's group;
  - any data processor(s) to whom it may be necessary for us to reveal your information to in order to fulfil your Current Account Switch in accordance with this Agreement; and
  - the people and organisations that need to know that you have switched your current account to us, being people and organisations that want to send you money or collect money from you.
- 2.3 We and your Old Bank will only process, use, manage, control, release and reveal your information insofar as is necessary to complete your current account switch and we will keep your information only as long as we need to or are allowed to by law.

## **3. Errors and Complaints**

- 3.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible (and in any event within 13 months of the date that the funds transfer or payment is made) if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 3.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.



- 3.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer section 5 for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.
- 3.4 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are:

Address: South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: +44 (0)800 023 4567

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **4. This Agreement**

- 4.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes. We may make changes:
- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
  - to meet regulatory requirements;
  - to reflect new industry guidance and codes of practice which improve consumer protection;
  - to reflect the introduction of or changes to technologies or other innovations or changes to payment systems or schemes; and
  - to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.
- 4.2 If you ask us, we'll provide you with a further copy of this Agreement.
- 4.3 You can end this Agreement at any time by contacting us. If you end this agreement all payment redirection activities will stop (see paragraph 1.15 above for what will happen if payment redirection activities stop).
- 4.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.
- 4.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
- 4.6 If your address is in Scotland or Northern Ireland, the Laws of Scotland or Northern Ireland apply to this Agreement and the courts of Scotland or Northern Ireland may settle any related dispute. If you live elsewhere, the laws of England apply to this Agreement and the courts of England and Wales have non-exclusive jurisdiction to settle any related dispute.



## 5. Contacting Us

- 5.1 You can contact us by:
- e-mailing us on 24hours@firstdirect.com
  - writing to us at first direct, 40 Wakefield Road, Leeds LS98 1FD, United Kingdom
  - telephoning us on 08456 100 100
- 5.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, or by e-mail.
- 5.3 Our head office details are: **first direct**, 40 Wakefield Road, Leeds LS98 1FD, United Kingdom.
- 5.4 We are authorised by the Financial Conduct Authority with registration number DLFKJ5645646.

### Your Right to Cancel this Agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14 day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement, in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you exercise this right to cancel the Agreement at key times during the switch.

1. At least 7 working days before the Switch Date:
  - You can continue to use your Old Bank account because it will not be closed.
  - Details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account.
  - No balance transfer will take place.
  - No payment redirection activities will be undertaken.
2. During the 6 working days before the Switch Date:
  - Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
  - Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5 for details about how to do this) if you wish to cancel any of them.
  - The transfer of your Old Account balance to your New Account will be stopped provided we have enough time to notify your Old Bank that you have cancelled the Agreement before your Old Bank closes for business on the working day before the Switch.
  - No payment redirection activities will be undertaken after the Switch Date.
3. On the Switch Date, or later (and within the 14 day cancellation period):
  - Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
  - Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 5 for details about how to do this) if you wish to cancel any of them.
  - The balance transfer from your Old Account to your New Account will have been completed.
  - No payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the Switch Date. You can then request another bank or building society to switch your account from us. Please note that you may not be able to switch back to your Old Bank or to the type of current account you held with your Old Bank.