

Introduction

Section 1 of this document contains the General Terms and Conditions which apply to our current, savings, and ISA accounts and related services (including overdrafts, cards, online and telephone services). Section 2 of this document contains additional Product Specific Terms and Conditions.

These accounts and services may also have additional conditions that apply. These are detailed in our Interest Rate and Charges leaflet as well as our Debit Card or Linkcard Terms and Conditions, and Internet Banking Terms and Conditions. If there is any conflict between the additional conditions and these General Terms and Conditions and Product Specific Terms and Conditions, then the additional conditions apply to the extent of the conflict. You should read these documents carefully and retain a copy for future reference. The terms and conditions contained within these documents and any application form represent the contract between you and us. These General Terms and Conditions do not apply to our lending products except overdrafts.

A copy of these General Terms and Conditions, Product Specific Terms and Conditions, and any additional conditions, will be given to you when you open an account or when you apply for a new service and are available on request during the life of your agreement with us from your branch and are available on our website.

Depending on the specific account(s) you hold with us, we provide you with facilities enabling you to carry out the following transactions:

- Paying in and withdrawing money;
- Setting up regular payments such as standing orders and direct debits;
- Paying in cheques to your account and drawing cheques on your account;
- Making electronic payments such as CHAPS and Faster Payments;
- If we have issued you with a Linkcard or debit card:
 - Withdrawing cash from an ATM whose provider participates in the payment scheme indicated on your Linkcard or debit card; and
 - Making purchases and requesting cashback at the point of sale (where this facility is offered) from retailers who participate in the payment scheme indicated on your debit card.

Section 1

General Terms and Conditions

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1 DEFINITIONS

In these General Terms and Conditions, a number of words and phrases have a special meaning, which is explained here or in the additional conditions.

- 1.1 “account” - the account with us in your name(s).
- 1.2 “automated payment” – BACS, Faster Payments, direct debits, standing orders, internal payments between your accounts and card transactions. Not all automated payments are available on all accounts.
- 1.3 “ATM” – an Automated Teller Machine.
- 1.4 “BACS” – Bankers Automated Clearing System – a system which processes automated payments between banks.
- 1.5 “banker’s draft” – a payment service similar to a cheque issued from your own account which we provide for you. We will take the amount of the banker’s draft out of your account at the same time as we write or print the draft. A fee may be charged for this service.
- 1.6 “card” – Visa Debit Card, Visa Electron Debit Card or Linkcard or any other card we issue to you from time to time.
- 1.7 “card transaction” – any transaction you make using your card, for example, to withdraw cash from a cash machine or purchase goods.
- 1.8 “cash withdrawal” – a deduction from your account in the form of cash.
- 1.9 “CHAPS” – stands for Clearing House Automated Payment System and is an electronic process for bank to bank same day payments made within the United Kingdom. A fee will be charged for sending payments using this service.
- 1.10 “cut-off” means a time on a working day by which we must receive a payment instruction or by which we must receive funds into your account. The applicable cut-off times vary for the different services we provide and payments we receive. All cut-off times quoted refer to London time.
- 1.11 “debit card” – a card we may issue to you which will enable you to withdraw cash from your account via ATMs as well as to make purchases from retailers. The debit card terms and conditions will apply to your use of the debit card.
- 1.12 “direct debit” – an instruction from you to us allowing someone to take money from your account. Instructions may allow the amount to be taken to be altered without further consent being required from you, however, you must be told the amounts and dates beforehand by the beneficiary. A fee will be added to each payment made in this way.
- 1.13 “faster payments” – an electronic system which processes payments between banks. A fee will be charged for this service.
- 1.14 “foreign cheque deposit” – a cheque drawn in a foreign currency which you wish to pay into your account.
- 1.15 “foreign cheque purchase” – a cheque which we will provide to you in a foreign currency, for example US dollars. We will debit the Sterling equivalent of the foreign cheque from your account plus any additional charge for this service.
- 1.16 “foreign currency” – a currency other than Sterling.
- 1.17 “FCA” means the Financial Conduct Authority or any successor body from time to time.
- 1.18 “PRA” means the Prudential Regulation Authority or any successor body from time to time.

- 1.19 “internal transfer” – payments made between your accounts held with us. A fee will be charged for this service.
- 1.20 “Linkcard” – a card we may issue to you which will enable you to withdraw money from certain types of account via ATMs. You cannot use this card to carry out any other types of transactions. The Linkcard Terms and Conditions will apply to your use of the card.
- 1.21 “payment account” – an account you have with us that enables you to make and receive particular types of payments. We will tell you if we treat your account as a payment account in the Product-Specific Terms and Conditions for your account.
- 1.22 “PIN” – personal identification number we give to you or which you choose to use with your card.
- 1.23 “reference rate” - any rate which is an externally set interest rate such as Bank of England Base Rate.
- 1.24 “security details” – any security procedure or process agreed personally between you and us and which we ask you to use for authorisation of a payment for example using a PIN with your card or your internet banking login details and passwords (if you are registered for internet banking).
- 1.25 “standing order” – an instruction you give to us to make payments, usually on a regular basis, to a specified account at a bank or building society. The instruction can also be used to set up internal standing orders between your accounts held with us. A fee will be added to each non internal standing order payment made in this way.
- 1.26 “Sterling” – pounds Sterling, the lawful currency of the United Kingdom
- 1.27 “we”, “us” and “our” - Airdrie Savings Bank, 56 Stirling Street, Airdrie ML6 0AW.
- 1.28 “website” – means our internet presence at www.airdriesavingsbank.com or such other website addresses as we may direct you to from time to time.
- 1.29 “working day” - any day between 9.15am and 4.45pm, Monday to Friday which is not a Bank or Local Holiday. Details of the dates of Bank and Local Holidays are available from your branch.
- 1.30 “you”, “your” and “yours” - the customer(s) in whose name the account is held.
- 1.31 Any use of examples, for instance where we use the word “including”, is meant to be illustrative only and is not exhaustive.

2 CONTACTING EACH OTHER

- 2.1 If you change your name or address or any other contact details then you must tell us immediately. To tell us of a change please visit an Airdrie Savings Bank branch or send a signed instruction to your branch. For name changes, we may request further information to verify the change. If you do not tell us of a change then you may not receive important account information, including notices of changes to your account.
- 2.2 We may contact you by post, telephone or electronically (such as by e-mail, SMS or via a secure area of our internet banking website, if you are registered for this service) using the contact details you have given us.
- 2.3 You can contact us by telephone, by writing to us, by email or by calling in at any one of our branches on a working day. Any notices from you to us must be in writing and sent to one of our branches or our Head Office.
- 2.4 You can write to our Head Office at Airdrie Savings Bank, 56 Stirling Street, Airdrie, ML6 0AW or call us on 01236 766851. Call costs may vary depending on your service provider. Our branch contact details can also be found on our website or you can email us at info@airdriesavingsbank.com.
- 2.5 Telephone calls and electronic communications may be monitored or recorded for training purposes and to enable us to meet our obligations to you.
- 2.6 If your card is lost, stolen or you think someone knows your security details you must contact your branch without undue delay if within office hours, or call us on 0845 601 0306 (out of hours answer phone available 24 hours per day, 7 days a week).

3 OPENING AN ACCOUNT

- 3.1 Different accounts are available for personal and business customers. You should read the application form and any eligibility criteria shown in the Product-Specific Terms and Conditions carefully before applying for an account.
- 3.2 An account should only be used for business purposes if it has been designated as a business account as advised to you in the Product-Specific Terms and Conditions or the additional conditions for your account.
- 3.3 By signing the account application form, you represent that the information you provide in it is accurate in all respects and you will be understood to have accepted the terms and conditions applying to the account that you are seeking to open. Please contact us in advance of signing the application form if you are unsure about anything.

4 COOLING OFF

- 4.1 If you are not happy about your choice of account within 14 days of the later of opening your account or receiving the terms and conditions applicable to your account, you can ask to switch to another of our accounts or cancel your account.
- 4.2 If you cancel or switch your account, we will give you all your money back with any interest it has earned and we will ignore any notice period and any extra charges.
- 4.3 If, before switching or cancelling your account, we have supplied you with any services or you have any outstanding transactions on your account (for example, you have written cheques or there are pending card transactions) then you will have to pay our charges for supplying those services and we will deduct those charges and the amount of the outstanding transactions from the amount we return to you.

- 4.4 To cancel your account you must return any cards or chequebooks issued to you and send a written, signed instruction confirming the cancellation of your account to the branch where your account is held or you can call into that branch in person.
- 4.5 The cooling off period does not apply to Fixed Term Accounts or Monthly Income Accounts.

5 PAYMENTS INTO YOUR ACCOUNT

- 5.1 Payments into your account can only be made in Sterling, unless we agree to accept and are able to negotiate a foreign cheque deposit or the deposit of foreign currency, further details of which are set out below.
- 5.2 To ensure that payments into your account are processed correctly you will need to provide us or the person who is paying money into your account with your account name, account number and sort code. You need to provide additional information if you are receiving a CHAPS payment and this is covered in section 5.7 below.
- 5.3 Not all of our accounts accept all types of payment. You should read any additional conditions carefully to ensure your account accepts the types of payment you require.
- 5.4 The timing of any payment into your account depends on how the payment is made. If the payment is received after the applicable cut-off time (as shown below), it will be processed by us on the next working day.

5.5 Cash

If cash is paid into your account over the counter at one of our branches, we will add this to your balance and you will be able to use it immediately. Interest will accrue from this point (if applicable).

5.6 Automated Payments

Where we receive automated payments into your account, we will add this to your balance on the same working day that we receive it. You will be able to use it immediately after we add the amount to your balance. Interest will accrue from this point (if applicable).

5.7 CHAPS

To receive a CHAPS payment into your account you will need to provide the person who is sending the CHAPS with details of our CHAPS provider together with your account number and sort code. Details of our CHAPS provider can be obtained by contacting your branch. Where we receive a CHAPS transfer for you, the funds will be credited to your account and made available to you on the same working day as we receive them, provided it is received before the cut-off time. The cut-off time for receiving CHAPS payments into your account is 4.30pm. Interest will accrue from this point (if applicable).

5.8 Cheques

If you deposit a Sterling cheque drawn on a UK bank, the funds will be available for you to use, interest will be payable and the cheque cannot be returned unpaid as shown below. The cut-off time for paying a cheque into your account is 4.45pm.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
CH		I		£					P						
	CH		I				£			P					
		CH		I				£			P				
			CH				I		£					P	
				CH				I		£					P

Working day 0 – We receive the cheque before the cut-off time.

Working day 2 – The account starts to earn interest on the money paid in or reduces the balance on which overdraft interest is charged.

Start of working day 4 – The money is available to withdraw (if it is an account that allows immediate withdrawals).

End of working day 6 – After the end of the sixth working day, the cheque cannot be returned unpaid (provided you have not deliberately committed fraud). Up until the end of day 6, a cheque may still be returned unpaid and the money may be reclaimed from your account.

5.9 Foreign Cheques

For foreign cheque deposits or for cheques which are not drawn on a UK bank, different cheque clearing procedures and longer time periods may apply than those stated above. For foreign cheque deposits, under a certain value, we will convert the amount of the cheque into Sterling at our published rates on the day that the cheque is deposited to your account, less any applicable fee. Full details will be advised to you when the cheque is presented.

5.10 Foreign Currency

Deposits of foreign currency will be first converted into Sterling using the bank's published rates on the day that the currency is presented. The cut-off time for receiving foreign currency to be deposited into your account is 4.45pm. Details of the exchange rate and charges will be advised to you at the time the currency is presented for conversion.

5.11 Refusing Deposits

If we have a valid reason, we may refuse to accept a payment into your account. See section 7.6 and 7.7 for further details.

5.12 Payments by Night Safe

The contents of the bag are only received by us on the working day after the bag has been placed in the Night Safe and will be credited to your account on that day.

6 PAYMENTS OUT OF YOUR ACCOUNT

6.1 Withdrawals and other transactions

Where we receive a properly authorised instruction from you to carry out a transaction and your instructions are received before the cut-off time of 4.45pm other than:

CHAPS	1.30pm
International Payment	1.30pm
Standing Order	3.00pm
Card transactions	The time on a working day that we receive your instruction
Faster Payments	(See section 6.9)

we will treat your instruction as having been received that working day.

6.2 For instructions received outside these timescales, your instructions will be treated as having been received on the next working day.

6.3 Your instruction must contain the following information:

6.3.1 For Faster Payments and CHAPS or to make a transfer between accounts held by us, you must provide the name (or account name, if different), account number and sort code of the person you want to pay. You must complete a Faster Payments or CHAPS request form (unless you give the instruction via internet banking, in which case the procedures set out in the internet banking conditions will apply);

6.3.2 For standing orders, you must provide the account number and sort code of the person you are paying and you must complete a standing order form;

6.3.3 For international payments, you must provide further detailed information (such as Bank Identifier Codes and International Bank Account Numbers). Please speak with your branch for further details.

6.4 Direct debits are set up by the organisation you are paying and you must complete an instruction form with that organisation.

6.5 There is a maximum amount of cash that you can withdraw from your account in any one day. This amount changes from time to time and you can find out what this amount is by visiting or telephoning your branch.

6.5.1 You should be aware that debit card transactions are not always real time and may be debited to your account on another working day.

6.6 Depending on the type of account you hold, you may be able to instruct us to make a Faster Payment to a named payee at another UK bank, for credit on the same working day, subject to the applicable cut-off time for giving instructions as shown at section 6.9. We may charge you a fee for this service and details can be found in our Interest Rate and Charges leaflet.

6.7 Where you have instructed us to send a Faster Payment on a future date your account will be debited and the payment remitted on that date (or on the next working day, if the future date is not a working day).

6.8 The maximum amount that can be sent in any single transaction as a Faster Payment is £100,000. Should you wish to send a payment which exceeds this amount then you should contact your branch.

- 6.8.1 Payments set up using our Internet Banking service are subject to different terms. Please refer to our Internet Banking Terms and Conditions for further information.

6.9 Faster Payment Cut Off / Remittance Times

Cut-off Time	Time Payment Remitted
9.15am to 12.00 noon	12.30pm (same working day)
12.01pm to 3.00pm	4.00pm (same working day)
3.01pm to 4.45pm	8.30am (following working day)
Future dated instructions and Standing Orders	8.30am on date instructed

7 GIVING US INSTRUCTIONS

Instructions

- 7.1 You authorise us to accept and act on your instructions. All instructions, except those carried out using a card or via internet banking, should be in writing to us and include:
- 7.1.1 your signature(s);
 - 7.1.2 your account number; and
 - 7.1.3 the sort code of your branch.
- 7.2 If you or an authorised signatory/ies sign an instruction in accordance with your mandate to us, you will be deemed to have consented to that instruction.
- 7.3 Where your account has a passbook, your passbook should be presented when you want to make a withdrawal from your account.
- 7.4 Where your instructions are not in writing (for example, they are given over the telephone, via internet banking or by use of your card), we will accept and act on them if they have been confirmed by use of the correct security details which we notify you of from time to time. By using the correct security details before giving the instruction, you will be deemed to have consented to that instruction.

7.5 Time of receipt of instructions

We will be deemed to receive your instructions as follows:

- 7.5.1 Instructions given on paper or in a branch – the working day that we physically receive your instructions;
- 7.5.2 Telephone – at the time on a working day that you make the call; and
- 7.5.3 Recurring instructions – on the working day on which the each recurring payment is to be made.

If we do not receive your instructions on a working day, your instruction will be deemed to be received by us on the next working day.

7.6 Our right to refuse to act on instructions

We can refuse to act on any instruction that you send to us, including but not limited to any instruction, where:

- 7.6.1 you have exceeded your maximum daily withdrawal limit or any transactional limits we apply to your account;
- 7.6.2 we reasonably believe the instructions are unclear, incomplete or incorrect;
- 7.6.3 you behave inappropriately or improperly towards our staff (for example, in an abusive or threatening manner). In this event we may also close your account where it is reasonable to do so;
- 7.6.4 authorisation has not been given in accordance with the terms and conditions applying to your account or processing the instruction would cause you to breach the terms and conditions of your account;
- 7.6.5 we receive conflicting instructions;
- 7.6.6 we suspect fraud or reasonably believe that to process the instruction would be unlawful or would cause us to breach any regulatory requirement;
- 7.6.7 you are already in breach of these terms and conditions or any other agreement you have with us;
- 7.6.8 we have suspended your security details and/or any card we have issued to you in accordance with our rights under in section 24;
- 7.6.9 we become aware of a dispute between you and any other joint account holder (in which case we may require instructions to be given by both or all of you);
- 7.6.10 you have insufficient funds in your account and/or to pay any fees that would become due; or
- 7.6.11 you are a business customer and you cease trading.

- 7.7 If we refuse to make or accept a payment we will notify you by letter, telephone or by posting a message in the secure area of our internet banking website and, if possible, give our reasons for doing so and how to correct any factual errors that led to our refusal. You can get further information about the refusal by contacting your branch unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information.

7.8 Withdrawing instructions

Your instructions may not be withdrawn after we have received them, except:

- 7.8.1 for transactions which are agreed to take place on a date later than the date we receive your instruction, provided we receive notice of withdrawal by no later than 4.45pm on the working day before the due date; or
- 7.8.2 for recurring transactions (such as direct debits or standing orders) if they are to be debited after the working day on which we receive your written notice of withdrawal.

8 DIRECT DEBITS

- 8.1 Depending on the type of account you hold, you may be able to set up a direct debit on your account to enable payment to a named payee to be made while the direct debit instruction is in place. The Product Specific Terms and Conditions for your account will tell you if you can set up direct debits on your account.
- 8.2 A remittance fee will be debited from your account for each payment made by direct debit. Details of this fee can be found in our Interest Rate and Charges leaflet.
- 8.3 We may cancel a direct debit after three presentations where no payment is made due to insufficient funds.
- 8.4 If you cancel a direct debit through us you should also advise the person collecting the direct debit. You can cancel a direct debit by telling the person who collects it that you wish to cancel it however, you should also notify your branch.
- 8.5 If we do not pay a direct debit due to insufficient funds in your account then we may debit your account with a fee. Details of this fee can be found in our Interest Rate and Charges leaflet.

8.6 Direct Debit Refunds

We will refund direct debit transactions in accordance with the rules of the Direct Debit Guarantee Scheme.

You may ask us to refund a direct debit if:

- 8.6.1 at the time you authorised the payment, the payee did not tell you the amount of the payment in question;
- 8.6.2 the amount of the payment in question was higher than what you reasonably expected to pay;
- 8.6.3 we agree that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns and other relevant circumstances; and
- 8.6.4 you ask us to make the refund within eight weeks of the date the payment is taken from your account.

If we agree to refund a direct debit, we will credit your account with the amount of the refund within 10 working days of your request. If we do not agree to the refund, we will tell you why we do not agree to the refund within 10 working days.

9 STANDING ORDERS

- 9.1 Depending on the type of account you hold, you may be able to set up a standing order on your account so that you can make regular payments to a named payee. The Product Specific Terms and Conditions for your account will tell you if you can set up standing orders on your account.
- 9.2 A remittance fee is added to each external standing order payment made. Details of this charge can be found in our Interest Rate and Charges leaflet.
- 9.3 We reserve the right to cancel a standing order after three presentations where no payment is made due to insufficient funds.
- 9.4 If we are unable to pay a standing order due to insufficient funds in your account then we will apply the charge specified in our Interest Rate and Charges leaflet without further notice to you.

10 STATEMENTS

- 10.1 We will provide you with a regular statement of your account by post or make one available in the secure area of our internet banking website (if you have registered for internet banking and have opted to receive online statements). If your account is a payment account, we will provide a statement at least once a month, unless instructed otherwise by you. If your account is not a payment account, please refer to the additional conditions for details of how often you will receive a statement.
- 10.2 Your statement will include details of any interest payable and details of the transactions on your account and any associated fees.
- 10.3 We may make a charge if you ask us to provide you with a duplicate statement or if you ask us to provide you with your statement other than by post or via internet banking. Please see our Interest Rate and Charges leaflet for details of the charges we apply.
- 10.4 You should check your statements carefully upon receipt and contact us without undue delay if you do not recognise a transaction or there is an error.
- 10.5 Where your account is not a payment account and is passbook based, your passbook is your statement of your account.

11 PROTECTING YOUR ACCOUNT

- 11.1 In order to protect your account against misuse you must follow the instructions contained in the account opening pack, these terms and conditions and any other applicable terms and conditions (such as for your card or for internet banking) and communications we send to you. In particular, you must :
 - 11.1.1 keep your passbook in a safe place;
 - 11.1.2 keep your PIN and your other security details secret and not write them down in a way that can be understood by another person;
 - 11.1.3 not let other people use your security details and not tell them to anyone else other than when providing instructions to us;
 - 11.1.4 destroy any security details we send to you immediately upon receipt;
 - 11.1.5 sign your card in permanent ink as soon as you receive it;
 - 11.1.6 tell us without undue delay if you think someone else may know any of your security details; and
 - 11.1.7 act with reasonable care, including taking reasonable steps to prevent unauthorised use of your security details.
- 11.2 If you think that your passbook, chequebook or any security details have become lost or stolen or your security details have been misused or have become known to another person, you must notify us without undue delay by contacting your branch on a working day or by telephoning 0845 6010306 (out of hours answer phone available 24 hours per day, 7 days a week).
- 11.3 Provided you have not acted fraudulently, deliberately or with gross negligence, you are not responsible for any unauthorised use of your chequebook, card, passbook or security details:
 - 11.3.1 after you have notified us of the loss, theft or unauthorised use in accordance with section 11.2; or
 - 11.3.2 if we have failed to tell you how to notify us of its loss, theft or unauthorised use; or

- 11.3.3 before you receive it.
- 11.4 Provided you have not acted fraudulently, deliberately or with gross negligence, you will not be responsible for more than £50 of any losses incurred as a result of your failing to keep your security details safe or where your card or security details have been lost or stolen.
- 11.5 If you have acted fraudulently, deliberately, or with gross negligence you will be responsible for the full amount of your loss and any losses that we suffer as a result.

12 CHEQUE BOOK

- 12.1 Depending on the type of account you hold, you may be able to apply for a chequebook. The Product Specific Terms and Conditions for your account will tell you if you can apply for a cheque book on your account.
- 12.2 Cheques must not be dated for a date in the future i.e. post dated.
- 12.3 When you pay a cheque out of your account, we may decide not to pay it if:
 - 12.3.1 There is not enough money in your account or payment of the cheque would cause your account to exceed any arranged overdraft limit; or
 - 12.3.2 The cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
 - 12.3.3 We have reasonable grounds to suspect fraudulent activity.

A fee may be charged for returning a cheque under these circumstances and this is detailed in our Interest Rate and Charges leaflet.

13 STOPPED CHEQUES

- 13.1 You can stop a cheque by giving us your signed instruction in writing prior to the cheque being presented for payment. A fee is payable for this service and is set out in our Interest Rate and Charges leaflet.
- 13.2 The following details must be provided to us to allow us to action the request:-
 - 13.2.1 Your account number;
 - 13.2.2 The cheque number;
 - 13.2.3 The amount of the cheque;
 - 13.2.4 The payee of the cheque; and
 - 13.2.5 The date of the cheque.

14 CARDS

- 14.1 Depending on the type of account you hold with us, you may be able to apply for one of the following cards:
 - 14.1.1 Visa Debit Card – A dual purpose card which can be used as a Debit Card or ATM Card. Applicants must be 18 years or over.
 - 14.1.2 Visa Electron Debit Card - A dual purpose card which can be used as a Debit Card or ATM Card. Applicants must be 18 years or over.

- 14.1.3 Linkcard – A single purpose ATM Card which will allow you access to LINK ATM's in the UK. Applicants must be 11 years or over.

The Product Specific Terms and Conditions will tell you if you can apply for a card.

- 14.2 You can request not to receive a PIN with your card.
- 14.3 A daily maximum cash withdrawal limit applies to withdrawals via ATMs. Please refer to the relevant Product Specific Terms and Conditions for further details.
- 14.4 We make no charges for using your card in an ATM. However, other ATM providers may make a charge for using their ATMs.
- 14.5 Further Terms and Conditions for these cards are contained within the Debit Card and Linkcard Terms and Conditions.

15 OVERDRAFTS

- 15.1 Arranged overdrafts may be available if you are 18 or over, subject to application by you and assessment by us (which will include a credit search), depending on account type. Unless we agree otherwise in writing you must not allow your account to become overdrawn or to exceed the amount of any arranged overdraft.
- 15.2 Our unarranged borrowing rate of interest (as specified in our Interest Rate and Charges leaflet for that particular account) will apply to the amount of any overdraft which has not been specifically arranged with us in advance and the Service Charges which we impose for returned items and for letters about the unarranged overdraft (see section 15.4) will apply in addition, as applicable.
- 15.3 We may, at our sole discretion, choose to pay an item even although this puts the balance on your account into overdraft where no overdraft has been arranged. We may be required to pay certain items and this may have a similar effect. In these circumstances this does not mean we have increased your arranged overdraft limit or arranged an overdraft for you for this amount, or that we will necessarily pay any other item which would have the same effect. If you wish to opt out of such an arrangement you should contact your branch who may be able to arrange alternative(s).
- 15.4 If we do agree to your request made in this way, we will honour the payment and make funds available on your account temporarily for that purpose. We will charge you, where appropriate, the following fees stated in our Interest Rate and Charges leaflet for this service, which may differ according to the account type you have with us or whether you are a business or personal customer. These fees are:
- 15.4.1 The Daily Unarranged Borrowing Fee is applicable to Diamond Accounts, and Business Diamond Accounts. The Daily Unarranged Borrowing Fee will be charged on these accounts for each day on which we make a payment in response to a request from you and where the borrowing on your account at the end of that day exceeds the available funds. This fee will be debited to your account as it becomes chargeable, without any further notice to you; and
- 15.4.2 The Monthly Unarranged Borrowing Fee is applicable to Diamond Accounts, Electron Accounts, and Business Diamond Accounts. The Monthly Unarranged Borrowing Fee will be charged on these accounts for each calendar month during which we make a payment on any day in response to a request from you and where borrowing on your Account at the end of that day exceeds the available funds. The Buffer Amount applies to the Monthly Unarranged Borrowing Fee. We will notify you of the Monthly Unarranged Borrowing Fee at least 14 days before it is debited to your Account.

If you wish to opt out of such an arrangement you should contact your branch who may be able to arrange an alternative account and card to facilitate this.

- 15.5 If you arrange an overdraft on the account or we agree to increase the amount of an existing overdraft limit then we will write to you setting out the terms and conditions of the overdraft including the applicable rate of interest and any charges.
- 15.6 Where an overdraft is created which has not been arranged (an “unarranged overdraft”), we will write to you within 3 months setting out the terms and conditions of the overdraft including the applicable rate of interest and any charges.
- 15.7 All of our overdrafts are repayable on demand, unless we agree otherwise in writing.

16 JOINT ACCOUNTS

- 16.1 If you have a joint account, you can authorise us to act on any instruction from any of you (unless the account mandate provides otherwise). This means that any one of you can withdraw the whole balance from the account.
- 16.2 If you have a joint account, it is not possible to remove any one of you from the agreement e.g. if the relationship between you ends. The account will need to be closed and, if we choose, we can offer each of you the opportunity to open a new account in your sole name(s).
- 16.3 If we find out that any of you is declared bankrupt we may put a hold on the account and not make further payments until we receive instructions from the account-holder who is not bankrupt and the person appointed to handle the bankrupt’s assets.
- 16.4 If one of the account holders on a joint account dies then we will, subject to any rights we or a third party may have, treat the survivor as having a right to the money in the account.
- 16.5 If you have a joint account, you will each be responsible for any money owing on your account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended. This is called “joint and several” liability.

17 INTEREST

- 17.1 We will tell you the interest rate that applies to your account and when it is paid or credited when you open it. This information is also available:-
 - 17.1.1 In our Interest Rate and Charges leaflet;
 - 17.1.2 On our website;
 - 17.1.3 By asking our staff at our branches; and
 - 17.1.4 By looking at notices in our branches.
- 17.2 Interest on arranged overdrafts will be calculated daily on the account balance at the rate shown in our Interest Rate and Charges leaflet for the type of account you hold, or the rate shown in the facility letter or other agreement we have setting out the terms of the overdraft arrangement.
- 17.3 Interest on unarranged overdrafts will be calculated daily on the account balance at the rate shown in our Interest Rate and Charges leaflet for the type of account you hold, or the unarranged overdraft interest rate shown in the facility letter or other agreement we have setting out the terms of the overdraft arrangement.

- 17.4 Unless the Product Specific Terms and Conditions say otherwise, we will calculate any interest daily on the account balance and credit or debit it to your account monthly.
- 17.5 For the purpose of calculating interest we work on the basis that there are 365 days in a year, unless it is a leap year in which case interest is calculated on the basis that there are 366 days in the year.
- 17.6 The tax treatment of the rate of interest payable depends on the individual circumstances of each banking customer and may be subject to change in the future.

18 CHANGES TO INTEREST RATES

- 18.1 Unless the additional account terms say otherwise, we may change the rate of interest charged on money you borrow from us and paid on money you have in your account(s) with us in accordance with these terms. If the rate applicable to your account follows a reference rate we may change the margin between it and the reference rate.
- 18.2 When we notify you personally of a change in the interest rate applicable to your account, we may do this by post, email, a message on your statement or by a notification posted in the secure area of our internet banking website.
- 18.3 When we notify you of a change in the local press, the notice will be published in such local newspapers as we think appropriate within 3 days of the change taking effect.
- 18.4 We may change how we charge or pay interest in accordance with these terms. For example, we may introduce different interest rates for different transaction types or tiered interest rates under which the interest rate applicable may be determined by the amount you hold in your account.
- 18.5 You can get information about our current interest rates by calling us, visiting our website or asking branch staff.

18.6 Changes to interest rates applicable to money you borrow from us

If the interest rate applicable to money you borrow from us does not follow a reference rate:

- 18.6.1 If the change is favourable to you, we will notify you of the change by placing notices in our branches and in local newspapers as set out in 18.3.
- 18.6.2 If the change is not favourable to you, we will notify you of the change personally, giving you at least 7 days' advance notice of the change before it takes effect.

If the interest rate applicable to money you borrow from us follows a reference rate:

- 18.6.3 The new interest rate will apply from the day after the change to the reference rate takes effect, and we will notify you about that variation in your next statement; or
- 18.6.4 If we change the amount by which your interest rate is set above or below the reference rate or change your interest rate so that it is no longer based on a reference rate we will notify you of the change personally, by giving you at least 7 days' advance notice of the change before it takes effect.

18.7 Changes to interest rates applied to money you have in an account with us

If the interest rate applicable to money you hold in an account with us does not follow a reference rate:

- 18.7.1 If the change is favourable to you, we will tell you by notifying you personally of the change within 30 days of the change coming into effect or by notifying you through the local press within 3 days of the change coming into effect and/or placing notices in our branches.
- 18.7.2 If the change is not favourable to you, we will notify you personally in accordance with section 27.
- 18.8 If the interest rate applicable to money you hold in an account with us follows a reference rate:
 - 18.8.1 We will tell you of the change in the next statement you receive after the change has taken effect; and
 - 18.8.2 We may change the amount by which your interest rate is set above or below the reference rate or change your interest rate so that it is no longer based on a reference rate by notifying you in accordance with section 27.

19 CLOSING YOUR ACCOUNT

- 19.1 You may close your account at any time for any reason without charge, provided that:
 - 19.1.1 You inform us in writing that you wish to close your account; and
 - 19.1.2 The specific conditions for your account permit you to do so.
- 19.2 We can close your account at any time by giving you 2 months' personal notice, except where you are in breach of any material conditions that apply to your account or in accordance with section 7.6.3 (in which case we may close your account immediately). We will usually give you reasons for doing this.
- 19.3 We will not use section 19.2 to close your account in the event that you make a valid complaint about us.
- 19.4 If you or we close your account:
 - 19.4.1 you must return all unused cheques and cards to us (having cut once through the magnetic strip and once through the chip on any card)
 - 19.4.2 you must repay any money you owe us, such as your overdraft, fees or interest;
 - 19.4.3 we will pay you any money we owe you, less any pending fees and interest you owe us and less any payments you have authorised before the account was closed.
- 19.5 These conditions will continue until any cheques issued and any money you owe us has been paid and all cards and chequebooks have been returned to us.

20 MOVING YOUR ACCOUNT

- 20.1 If you decide to transfer your account to another institution, we will provide them with information about regular payments from your account within three working days of receiving their request. Also, we will close or move your account when you ask us to do so without charge.
- 20.2 If you want to transfer your account to us, we will explain how the process of transfer will work and who is responsible for each step in the process. We will give you what you need to operate the account within 10 working days of approving the application.

21 OUR LIABILITY

- 21.1 This condition applies in relation to any loss suffered by you which does not relate to an unauthorised payment transaction, an incorrectly executed payment transaction or a claim under the Direct Debit Guarantee Scheme.
- 21.2 We will not be responsible for any loss suffered by you caused by our breach of these terms and conditions due to circumstances beyond our reasonable control or due to our compliance with any legal obligations that affect the services we provide to you.
- 21.3 We will not be responsible if a payment is not made, is delayed or is made incorrectly because you provided us with incorrect information. If you ask, we will make reasonable efforts to recover an incorrect payment and we may charge for our reasonable costs in doing so. Details of any charges will be advised to you at the time the service is requested.
- 21.4 If a payment has been made incorrectly and we fail to provide proof that a payment authorised by you (as set out in these terms and conditions and/or any other terms and conditions applicable to your account), was received by the payee's bank, we will without undue delay, refund your account with the payment and restore your account to the state it would have been in but for the defective transaction. This may require us to adjust the interest due from or payable to you.

22 REFUNDS

22.1 Electronic transfers (excluding direct debits)

Subject to the terms set out in this section, you may be entitled to a refund in relation to any other type of electronic transfer (such as Faster Payments, CHAPS or standing orders) where you notify us without undue delay (and within a maximum of 13 months from the date the transaction was debited from your account) that:

- 22.1.1 the transaction was not authorised; or
- 22.1.2 the transaction was incorrectly executed by us provided that you claim that the transaction was incorrectly paid.
- 22.2 You may also be entitled to a refund if a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged is more than you could reasonably have expected taking into account your previous spending pattern and the circumstances of the transaction. However, we will not provide a refund if:
- 22.2.1 The amount of the transaction was made available to you at least 4 weeks before the transaction date; or
- 22.2.2 You make the claim for a refund 8 weeks after the date the transaction was debited to the account.

23 UNAUTHORISED PAYMENT TRANSACTIONS

- 23.1 Subject to sections 23.5 and 11, if you confirm to us that a payment from your account was not authorised in accordance with the conditions of our agreement, we will immediately refund the amount deducted from your account and return your account to the position it would have been in had the unauthorised transaction not taken place.
- 23.2 This means, for example, that we will pay any interest due to you on the amount incorrectly deducted and/or refund interest or charges which have been debited to your account as a result of the unauthorised transaction being applied to your account. We will have no further liability to you.

- 23.3 We may ask you to confirm in writing that you did not authorise the transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your account.
- 23.4 If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the transaction was authorised by you or that you are liable for the transaction under section 11.5, we will immediately refund the amount deducted from your account and return your account to the position it would have been in had the unauthorised transaction not have taken place.
- 23.5 If:
- 23.5.1 you have acted fraudulently; or
 - 23.5.2 you deliberately or with gross negligence failed to keep your Payment Instrument or your security details safe; or
 - 23.5.3 you have intentionally or with gross negligence failed to tell us of the loss or theft of any security details or card,
- you may be liable for all payments on your account(s) that take place until you tell us that your Payment Instrument has been lost or stolen or that your passwords (or similar) have become known to someone else. After you have told us you will no longer be liable for any further unauthorised transactions.

24 SUSPENSION OF CARDS AND SECURITY DETAILS

- 24.1 We can (but do not have to) suspend your ability to use your security details and any card we have issued to you where:
- 24.1.1 you are in breach of the terms and conditions;
 - 24.1.2 we have concerns about the security of your account and/or security details;
 - 24.1.3 we suspect the account, card and/or security details are being used fraudulently; or
 - 24.1.4 if you borrow money from us, there is a change in your circumstances giving us reason to believe there is a significant risk that you may have difficulty repaying us. For example, if we are informed that steps have been taken in connection with your insolvency, bankruptcy, liquidation, receivership or administration, or that you are subject to any other insolvency process.
- 24.2 We will give you prior notice of any suspension of your security details unless we are unable to do so or it would be illegal or would compromise the security of your account in which case we will inform you afterwards.

25 NIGHT SAFE

- 25.1 If you are a business customer and your account terms and conditions allow it, you can apply to us for Night Safe facilities. The terms of this section will apply to any Night Safe facilities we make available to you.
- 25.2 You agree that the key shall remain our property and that you will return it to us, on demand, at any time. You agree that the Night Safe key will remain under the control of your authorised officers and that they will be responsible for its safe-keeping.

- 25.3 You agree to use the Night Safe facility only when your branch is closed.
- 25.4 When using the Night Safe, you agree to complete and leave only the locked bag in the Night Safe. You will lock the Night Safe immediately after you have left the locked bag.
- 25.5 You authorise us to open the locked bag and credit the contents to your account on the working day that we receive it.
- 25.6 You acknowledge that the locked bag, when placed in the Night Safe, is held by us for safe custody only and that the usual relationship of banker and customer only arises once we have opened the locked bag and paid the contents into your account in accordance with section 25.5.

26 BANK AND SERVICE CHARGES

- 26.1 The Bank and Service Charges for the account are as set out in our Interest Rate and Charges leaflet and these form part of the terms and conditions for your account. Other taxes or costs may exist that are not paid through or imposed by us.
- 26.2 We may make reasonable charges for items relating to your account. Details of any one-off special charges relating to the running of your account are contained in our Interest Rate and Charges leaflet. You can also find them on our website, or by telephoning or enquiring at our branches. We do not make any regular charges relating to the day-to-day running of your account other than the charges detailed in our Interest Rate and Charges leaflet.
- 26.3 Where the charge does not relate to the day-to-day running of your account, for example a duplicate statement, unpaid cheque or direct debit, stopping a cheque, telegraphic transfer, Data Access Request, replacement of a lost passbook, copy cheque, recall of standing order payment or an ISA transfer fee to another institution, we will tell you before we provide the product or service (except for charges in respect of unpaid cheques or a recalled standing order), or at any other time you ask. However, we may charge for products and services relating to your account. We will tell you about these before we provide the product or service (except for charges in respect of unpaid items and unarranged overdrafts), or at any other time you ask. These charges are contained in our Interest Rate and Charges leaflet.
- 26.4 We can change the charges we make, remove any existing charges and introduce new ones. We will make such changes in accordance with sections 27 and 28.

27 CHANGES TO TERMS AND CONDITIONS

- 27.1 Subject to any shorter period shown in section 18 or any additional conditions, we may make changes to any of the terms of this agreement for any of the reasons set out in section 28 below by giving you 2 months' advance written notice. The notice of any changes will be sent to you by post or email (if you have told us that you want to be contacted by email and we have agreed) or by posting a message which will appear when you login to the secure area of our internet banking website (if you are registered for internet banking).
- 27.2 If we give you a notice of a change under Condition 27.1, for a period of 2 months from the date of the notice you have the right to switch the account or close it without having to lose any interest or pay additional charges.
- 27.3 You will be entitled to reject a change. If you do reject a change to these terms which we tell you about, the rejection will have the effect of terminating the agreement. You will not have to pay any charge for terminating your agreement although you will have to repay any money you owe us up to the point to termination. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have agreed to it.

- 27.4 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes and tell you where you can find a full copy.
- 27.5 You will be taken to have received any letter or e-mail or other personal notice 48 hours after we have sent it to you or posted it in the secure area of our internet banking website.

28 REASON FOR CHANGES

- 28.1 We may make changes to our agreement for any of the following reasons:
- 28.1.1 In anticipation of, or following, or in response to a change in the law, regulation, guidance, codes or good banking practice;
 - 28.1.2 To respond to a recommendation or decision of a regulator, ombudsman, Court or similar body;
 - 28.1.3 To make these and any other terms and conditions applicable to your agreement clearer or more favourable to you;
 - 28.1.4 To improve the services we provide to you;
 - 28.1.5 To respond to the costs or consequences of an event beyond our control which impacts on our provision of accounts and services to you;
 - 28.1.6 To enable us to make changes to our systems or the way in which we administer your account;
 - 28.1.7 To take into account any reorganisation of our business;
 - 28.1.8 To respond to a change in the base rate (or any rate which replaces it) as set by the Bank of England or any organisation which replaces it and has responsibility for setting such a rate; and
 - 28.1.9 To respond to changes or anticipated changes in money market interest rates or the cost to us of the money we lend to you.
 - 28.1.10 To enable us to adapt the range of products we make available to you.
- 28.2 Any changes we make will be a proportionate response to the reason for the change.

29 SET OFF

- 29.1 If any money you owe us (for example on a loan, mortgage, overdraft or otherwise) is overdue for payment, we may use any money in any of your accounts to reduce or repay what you owe. This is known as "set off".
- 29.2 We can use set off when you have accounts which are only in your name as well as joint accounts you hold with another person.

Money in account for:	Set off against money owed by:
You only	You
You only	You and X
You and X	You and X
You and X	You only

- 29.3 The right of set off does not apply to Cash ISA funds or Solicitors Executry and Trust Accounts.

30 DORMANT ACCOUNTS

- 30.1 If you do not make transactions on your account for one year (or five years if your account is a non-payment account), we may treat your account as dormant and stop sending you statements and letters, to reduce the risk of fraud. To activate your account again, you will need to contact us and provide adequate evidence of your identity.

31 TAX

- 31.1 If you are a personal customer, we will pay any interest on your account net of income tax at the prescribed rate, unless we say otherwise in the additional conditions. If you are a higher rate or additional rate taxpayer, you may have to pay additional tax on any interest we pay you. Other taxes or costs may exist that are not paid via us or imposed by us and it is your responsibility for ensuring that any additional taxes or costs are paid.
- 31.2 You may be able to register to receive gross interest. Please contact us for further information.

32 AIRDRIE SAVINGS BANK AND YOUR PERSONAL INFORMATION

32.1 Data Protection and Confidentiality

Under data protection laws you have the right to see the personal records we hold about you. You will have to pay a fee if you want to exercise this right. Please contact us for more details.

Data held by us about you will be kept while you are a customer and may be held for six years after your relationship with us as a customer has ceased. You can always let us know if information we hold about you has changed, so that we can make sure it is updated.

We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not give your details to anyone (even other companies in our group) unless:

- 32.1.1 we have to give the information by law;
 - 32.1.2 There is a duty to the public to disclose it;
 - 32.1.3 You request us to disclose it, or we have your permission to do so; or
 - 32.1.4 Our interests require us to give the information (for example, to prevent fraud). We will not use this as a reason for giving information for marketing purposes.
- 32.2 When we send international payments on your behalf, certain details relating to your personal information may be provided to overseas authorities and the beneficiary bank in compliance with applicable legal obligations and to prevent crime, which may involve the transfer of your personal data outside the EEA. The information that may be sent includes your full name, address, date of birth and account number and by instructing us to send international payments you consent to us sending your personal information in this way.

- 32.3 More details of the information we hold about you, and what we use it for, are contained in the application form.

32.4 **Marketing of Services**

To help you keep up to date with our products and services, we may tell you about these. We may also tell you about another company's products or services. Should you not wish to receive this information you can let us know at any time. Our Account Application forms and Use of Personal Information forms have boxes that you can tick to say you do not want to receive this information.

We will write to you at least once every three years to remind you that you can ask not to receive this information. This reminder may be contained in a statement or other literature that we regularly send to you.

33 **ABOUT US**

- 33.1 Airdrie Savings Bank was instituted in 1835 under the Savings Bank (Scotland) Act 1819 and has its Head Office at 56 Stirling Street, Airdrie ML6 0AW. Our main business is providing banking services.
- 33.2 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 204584.
- 33.3 We are licensed under the Consumer Credit Act by the Office of Fair Trading under licence number 020348.
- 33.4 You may not transfer any obligations or rights, benefits or interests under this agreement unless we say you can in writing. We may transfer our rights and duties under this agreement to another person we reasonably consider to be capable of performing them and who is authorised by the FCA or PRA as being entitled to accept deposits and/or licensed by the Office of Fair Trading to carry on consumer credit business depending on the nature of your agreement with us.
- 33.5 We subscribe to the Lending Code.

34 **COMPENSATION SCHEME**

- 34.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including most individuals and small businesses, are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.
- 34.2 For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or telephone 0800 678 1100*.

*Please note only compensation related queries should be directed to FSCS.

35 **COMPLAINTS**

- 35.1 We have a procedure for dealing with any complaints. Further details are available on request from your branch or by contacting us. If you are not satisfied with our final response, you may be able to refer your complaint to the Financial Ombudsman

Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, or you can telephone them on 0845 080 1800. Further details about those who are eligible complainants can be obtained from the Financial Ombudsman Service.

36 GENERAL

- 36.1 The relationship between you and us regarding your account and the discussions with you leading up to entering into this contract will be governed by the laws of Scotland. The courts of Scotland will have jurisdiction to hear any disputes arising out of our relationship unless your permanent residence is based in another jurisdiction.
- 36.2 These terms and conditions are written in English and we will communicate and accept instructions from you only in English.
- 36.3 We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.