



**SKIPTON
INTERNATIONAL**

General Terms and Conditions for Savings Accounts

October 2021

GENERAL CONDITIONS

1. These Terms and Conditions, as amended from time to time, (the “Conditions”) apply to any savings account which one or more persons (“you”) hold with Skipton International Limited (“us”).
2. You may invest with us on your own behalf, or as trustees (not nominees) for individuals, as partners, or as bodies corporate, provided corporate accounts are not used directly for trade.
3. In the Conditions, “account” includes any type of savings account in which you have money invested.
4. All transactions concerning your account are to be undertaken at our principal place of business in the Island of Guernsey being Tudor House, The Bordage, St Peter Port or at such other place in the Island of Guernsey as we may notify to you from time to time (“Guernsey office”). All notices concerning your account must be served on us at our Guernsey office or via Skipton International Online. No deposits or withdrawals or other transactions may be effected elsewhere.
5. In the event of any difference between the Conditions and any specific terms and conditions relating to particular types of account or to the provision of particular services, the specific terms and conditions relating to the account will apply.
6. In the Conditions, “working days” do not include Saturdays, Sundays or public holidays and bank holidays on the Island of Guernsey.
7. We are licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended. Your account does not constitute an investment in Skipton Building Society, and you have no membership rights or voting rights in that institution by virtue of your account with us.

PERSONAL DETAILS

8. You must provide the following as a minimum requirement before your application to open an account will be accepted in order that we comply with the requirements established by the Guernsey regulator:
 - (a) your full name, any previous names and address;
 - (b) date of birth;
 - (c) nationality;
 - (d) occupation and name of employer.
 - (e) the country in which you are tax resident and your tax identification number.
 - (f) Guernsey residents must provide their GSSA number, not a tax reference.

9. You must, as soon as possible, tell us in writing if you change your name and/or address, email or telephone numbers. If you change your name and/or address we may require production of such evidence of this as we think appropriate. Post Office box numbers and care/of addresses will not normally be accepted.

If you move your country of residence you must advise us, as the services we are able to provide are dependent upon your country of residence.

10. You must, within 30 days, advise us of any change which affects your tax residence status and provide us with a suitably updated Self Certification and Declaration Form within 30 days of such a change in circumstances.
11. We will send all notices and correspondence regarding your account to the address that you have provided to us on the application form to open the account or a changed address notified by you to us, except for Skipton International Online enabled accounts where the information will be provided by secure messaging. We do not provide the facility to withhold mail on any account.
12. You must supply to us on request a specimen of your signature and the signature(s) of any individual(s) who you authorise to act on your behalf in relation to your account(s).
13. (a) You must supply to us such evidence, as we may require from time to time when opening and/or operating an account with us, of:
 - (i) your identity; or
 - (ii) the identity of any person for whom you are acting; together with any other information and documentation, which, in our opinion, is necessary for the compliance with anti-money laundering and anti-terrorism requirements which are from time to time in force in any relevant jurisdiction; and
 - (iii) proof of your residential and postal address;
 - (iv) proof of identity and address of any third party who will be receiving post on your behalf.

All documents must be supplied in English.

- (b) We may make any enquiries we consider necessary, such as, to confirm your identity, occupation, source of wealth etc and (if appropriate) the identity of those persons described in Section 13 (a) (ii) above.
14. No transactions may be permitted until you have satisfied our due diligence requirements and the account opening process has been completed.
15. Funds must be deposited into a new account within 1 month of opening and we reserve the right to close any accounts which remain with a nil balance thereafter.

JOINT ACCOUNTS

16. An account may be held by up to four people jointly, unless the specific terms and conditions of the account do not allow it to be a joint account, on condition that:

- (a) only one correspondence address may be registered in relation to the account irrespective of the number of account holders and we will send communications relating to the account to that address. For Skipton International Online accounts, each account holder must only register one e-mail address each.
- (b) any order, request or authorisation for a payment or transfer of money from the account and/or any receipt for money paid out of the account must be signed by all joint account holders; unless all joint account holders authorise us either on the application form or later by letter that one or more of them, or an agent, can sign on behalf of them all. Skipton International Online only supports single signatories, therefore any notices, instructions, agreements, consents or information provided by one signatory is deemed to be given by all account holders. Any such single signatory authorities that are outstanding may be revoked by any joint account holder by sending us notice to our Guernsey office;
- (c) any liability of joint account holders to us will be joint and several; this means that joint account holders are liable to us not only together but also as separate individuals for the full amount which is due to us;
- (d) if one joint account holder dies all money in the joint account will pass automatically into the ownership of the surviving joint account holder(s);
- (e) we will treat all joint account holders as being entitled to all money in the account. In the event of us becoming aware of a breakdown of the relationship between joint account holders, whether we have been formally advised or not, all signatures will be required to operate the account and transactions via Skipton International Online will be disabled. We will not recognise or be concerned as to any division of ownership of the money between the account holders and/or other persons (unless we are specifically required to do so by law). However, if a single signatory instruction has previously been given in relation to a joint account, any account holder may revoke that instruction as referred to in Section 16 (b) above.

COOLING OFF PERIOD

17. If you are not happy about your choice of savings account(s), within 14 days of receiving notification that your account has been opened, we will help you switch accounts or fully refund your account balance with an appropriate rate of interest. We will also waive any notice period. However, we will not accept any liability for any adverse currency movement.

THIRD PARTIES

18. We will not be bound to recognise the interest or claim of anyone except you in or over the money in your account (unless we are required to by law) whether or not we have notice of such interest or claim. We will not be liable to you in any way for not recognising any such interest or claim.

CONFIDENTIALITY, DATA PROTECTION AND ANTI-MONEY LAUNDERING

19. (a) We will maintain and preserve our duty of confidentiality about your financial affairs in accordance with Guernsey Law and accepted international banking practice. In particular we will not disclose personal information to anyone other than in the following circumstances:
- (i) where we are compelled to do so by law, regulation or by order of a competent court, tribunal or regulatory or tax authority;
 - (ii) where there is a legal duty to the public to do so;
 - (iii) where our legal interest or the legal interest of Skipton Building Society or any of their respective officers or employees requires disclosure;
 - (iv) where disclosure is made to any subsidiary or holding company of us, or to any subsidiary of our holding company;
 - (v) where disclosure is made to any of our professional advisers for the purpose of obtaining professional advice;
 - (vi) where disclosure is made to credit reference and fraud prevention agencies and other companies that provide a service to us or to you;
 - (vii) where we may transfer rights or obligations in relation to these conditions or your account;
 - (viii) where the information disclosed is already in the public domain; or
 - (ix) where disclosure is made at your request or with your consent or is otherwise permitted by these conditions.
- (b) We will comply with the Data Protection (Bailiwick of Guernsey) Law 2017 at all times when obtaining and processing personal data about you. Our Privacy Policy explains how and why Skipton collects, uses, stores and transfers your personal data and can be found at www.skiptoninternational.com.
- (c) Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations on fighting crime and terrorism.
- (d) We may take whatever action we consider appropriate to meet any obligations relating to the prevention of fraud, money-laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your account and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions or has a history of criminal activity. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delays.
- (e) Telephone calls to or from us (or someone acting on our behalf) may be monitored and recorded by us (or someone acting on our behalf) for quality and training purposes.
- (f) You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. You agree that we may also contact you using our secure e-message service within Skipton International Online for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes, including to your email address, telephone number(s) and postal address. Remember, communications may contain confidential information and if anyone else has access to your email inbox or mobile telephone messages for example they may be able to see this.

RESTRICTIONS

20. At our discretion, we may refuse to accept your application to open an account with us or to record a transfer of entitlement to an existing account (unless we are required to by operation of law). We shall incur no liability for any losses which you may suffer or incur in such circumstances.
21. (a) We may impose at any time and without notice a minimum requirement:
- (i) for the amount which must be held in your account with us at any time (although this amount shall not be more than the minimum amount imposed at the time you opened your account);
 - (ii) for the amount of any one deposit which may be made to your account with us at any time; or
 - (iii) for the amount of any one withdrawal which may be made from your account with us at any time. If a withdrawal reduces the balance in your account below the minimum amount imposed under Condition (i) above, we shall have the power to charge maintenance fees for the account and/or pay such rate of interest as we consider appropriate on such balance and/or to close the account, accounting to you for all the principal and any interest that may have accrued.
- (b) We may limit at any time and without notice the amount which you can withdraw from your account with us in any period.

EARLY REPAYMENT

22. We may decide, at any time and without giving you any reason, to repay to you, or any person authorised by you, the amount due to you in whole or in part on any or on all of your accounts with us together with interest accrued up to but not including the date of repayment, and close your account. We will inform you immediately of our decision and we will give you not less than one month's prior written notice of such repayment.

PAYMENTS/DEPOSITS INTO AND WITHDRAWALS FROM YOUR ACCOUNT

Payments/Deposits

23. Accounts held with us can only be denominated in sterling. Funds received in any currencies other than sterling will be converted to the appropriate currency at the prevailing rate of exchange at the time of the transaction and with a charging structure determined by our bankers. This conversion may be performed without any further reference to the account holder. Accordingly, any currency exposure risk will remain with you and no liability in this respect is accepted by us.
- Deposits may only be made at our Guernsey office either in person, by post or electronic transfer for sterling and by electronic transfer only for non-sterling currencies.
24. We will only accept sterling cheques drawn on a UK bank. We will not accept cash deposits, banker's drafts or travellers cheques, nor will we cash cheques or provide withdrawals in cash.
25. We will not accept crossed cheques, or cheques which are payable to payee only, when they are made payable to a person whose name is different to the name on the account into which you wish to pay the cheque. For example, if Mrs M A Smith has an account in her name only, she cannot pay into that account a cheque made payable to Mr and Mrs Smith because Mr Smith is not named on the account. However, if Mrs M A Smith and Mr J W Smith have an account in their joint names, cheques made payable to either Mrs M A Smith or Mr J W Smith can be paid into their joint account, because they are both named on the account.
26. Inward payments sent to Skipton by BACS, CHAPS, SWIFT or Faster Payment, must quote your Skipton account number as a reference to be given good value. Should payments come without either your account number or quoting a closed or incorrect account number there may be a delay in crediting the funds whilst an investigation is completed.

We reserve the right to refuse to accept a payment into your account and are not obliged to provide a reason.

Withdrawals

27. Withdrawals will only be made against cleared funds by way of BACS or if specifically requested, by electronic transfer. Withdrawals cannot be made in cash or by cheque. Withdrawal forms will be issued to you on opening your account and will be available from us on request. We cannot guarantee the date and time of receipt of a BACS, electronic transfer or SWIFT payment.
- Instructions will only be accepted up to 12 noon on any working day for same day processing.
- We will not be liable to you for any loss you may suffer if the payment is not made or received on the date or time requested or expected; nor will we be liable for the value given to foreign currencies by a beneficiary bank.
28. It is essential that the correct beneficiary account details and any references are provided in full, for example electronic transfers: beneficiary name, beneficiary address, bank name, sort code and account number; SWIFT: beneficiary name, beneficiary address, bank name, SWIFT code/BIC and account number or IBAN. Additional charges may be levied if we have to investigate missing payments and we will not be held responsible for the retrieval of missing funds if we have been provided with incorrect account details.
29. Withdrawals may be requested in the majority of the world's major currencies by SWIFT international transfer. Any currency exposure will remain with you and no liability in this respect is accepted by us. SWIFT payments can take 3 – 5 working days or occasionally longer to reach the beneficiary bank; agents' charges may be payable on such transactions.
30. We do not guarantee access to foreign exchange markets and availability of this service is on a best endeavours basis.
31. You can normally withdraw funds which relate to a cheque you have paid into your account after confirmation has been received by us that it has been cleared. Seven working days should be allowed for this purpose, starting from the day following receipt.

32. Withdrawals in favour of third parties will only be issued against written instructions received from you. On receipt of an original signed instruction, third party payments may be made at our discretion; however, we are entitled to request additional proof of authenticity of your instruction prior to making the payment.
33. There is no limit on the amount that you may withdraw in any transaction, provided that the transaction is not drawn against uncleared funds and does not cause your account to go overdrawn or to fall below any required minimum balance of your account as specified by us from time to time in accordance with Section 21.
34. If a cheque paid into your account is dishonoured, we will deduct from your account the amount of that cheque and any interest we have paid on it plus any charges incurred. No interest will be accrued or added to your account in relation to a cheque which is dishonoured.
35. No trust funds can be accepted unless clear ownership and verification of identity documents have been provided.
36. Instructions delivered by email or telephone cannot be accepted unless prior arrangements have been made with us. We are, at our discretion, entitled to request alternative or additional proof of authenticity of your instructions.
37. We reserve the right to delay acting on instructions until we have contacted you to verify their validity or complete other fraud prevention checks.
38. We may refuse to carry out or allow any transactions on your account, at our absolute discretion if, and for as long as, we are not reasonably satisfied as to any of:
 - (a) the identity or authority of:
 - (i) any person attempting to carry out the transaction;
 - (ii) any person for whom you are acting;
 - (b) the lawfulness of the transaction;
 - (c) irrevocable clearance of any funds required to meet the transaction;
 - (d) performance of these or any other applicable conditions;
 - (e) the clarity of the instruction. There may be delays in carrying out your instructions while anti-money laundering measures or actions relating to monitoring fraud prevention take place.
39. We reserve the right not to act upon any instruction or restrict at any time the amount which can be withdrawn from any account and are not obliged to give a reason for our inaction or restriction. We shall incur no liability for any losses which you may suffer or incur in such circumstances.
40. Future dated withdrawals will be made subject to clauses 27-39.
41. You may make payments to previously authorised Nominated Accounts through Skipton International Online, using your User ID and providing other security information that is personal to you. We may notify you from time to time of changes in the security information that we may require for accessing Skipton International Online. When you have provided your payment instructions, you may be asked to confirm those instructions. Providing payment instructions will be your agreement for us to make payment.
42. You may make withdrawals by providing instructions over the telephone to previously authorised nominated accounts provided a password/passcode has been configured that is personal to you and other security requirements are met. We may notify you from time to time of changes in the manner that passwords/passcodes may be used or our requirements for passwords/passcodes to be configured. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make payment.

STATEMENTS AND ADVICES

43. An advice will be generated each time that funds are withdrawn from your account, or when cleared funds are credited to your account.
44. A statement will be generated annually after interest capitalisation or on closure of an account.
45. If you have a dispute with any entry on your statement or an advice you should inform us in writing as soon as possible following its receipt. Unless you object in writing to any of the matters contained therein within three months of the date of such documentation (as opposed to date of receipt), then you shall be deemed conclusively to have accepted all the matters contained in such documentation as being true, accurate and authorised in all respects. We shall have the right to amend any aspect of your account in respect of any error or omissions arising therein, and where such amendment is effected by us we shall not be held responsible for any loss arising to you.

INTEREST AND CHANGES TO INTEREST/CHARGES

46. Information about our current rates of interest on our various accounts is available at our Guernsey office and on our website. Subject to the specific terms and conditions of particular types of account.
 - (a) interest will accrue on an account:
 - (i) from the day on which we receive an electronic transfer, provided we receive advice of each transfer prior to 12.00 noon on that day, otherwise from the next working day; and
 - (ii) after three working days from and including the day on which we receive a sterling cheque (if this is a working day)
 - (iii) until (but not including) the day of withdrawal;
 - (b) interest is calculated on a daily basis:
 - (i) on an actual year basis, i.e. 365 day per year basis, except for leap years having 366 days per year.
 - (c) We may change at any time (whether or not with immediate effect) any rate of interest to be paid, on any account for any of the reasons set out in Section 89, in which event we will notify you within 30 days of the change by letter, via Skipton International Online or other personal notice.
 - (d) Interest is credited to your account annually or monthly in accordance with the terms and conditions of individual account types and your instructions as detailed on your original Application Form. When requested, payment of such sterling interest from your account will be made on the following working day:-

- To your nominated account by BACS and will be received in the beneficiary's account after a further two working days.
- To another Skipton account without the interest being credited earning further interest on the day of transfer.

(e) We will pay you gross interest and advise you by issuing a statement of account. If you require any additional certification of any interest paid or accrued, a charge will be levied.

47. We reserve the right to charge for certain transactions and other services and such charges may be varied from time to time without notice. Please see our Investment Tariff of Charges.

AUTOMATIC EXCHANGE OF INFORMATION (AEOI)

48. (a) We will pay you gross interest and advise you by issuing a statement of account. However, AEOI is an international initiative to allow tax authorities to exchange financial account information. It incorporates both US Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) to which many countries have signed up. Annual reports will be made to the Guernsey Income Tax Authority, thereafter this will be forwarded to the tax authority in your country of tax residency.

(b) AEOI affects both personal and business customers who are tax resident in any of these countries or anyone who is treated as a "US person" for tax purposes.

Annual reports will be made for accounts held by:

- A citizen of the USA, including an individual born in the US but resident in another country (who has not given up their US citizenship)
- A person:
 - Residing in the USA, including Green Card holders
 - Tax resident in any of the CRS signatory countries
 - With a US place of birth
 - With a US address including PO Boxes and C/O
 - With an address in any of the countries signed up to CRS
 - With a US or CRS signatory country telephone number
 - Who has standing orders to a US/CRS signatory address or US/CRS signatory account
 - With a current Power of Attorney or third party with a US/CRS signatory address; and
- Certain persons who spend a significant number of days in the US each year
- US/CRS signatory corporations, partnerships, foundations, estates and trusts
- Other corporations, partnerships, foundations, estates, trust, etc., controlled by any of the above.

(c) The information reported will be:

- Your name, address and Tax Identification Number
- The jurisdiction where you are resident
- Your date of birth
- The account number
- The year end account balance or closing balance (FATCA)
- The year end account balance or fact of closure (CRS)
- Interest added to the account/s

A list of CRS signatories can be found here: <http://www.oecd.org/ctp/exchange-of-tax-information/MCAA-Signatories.pdf>

A list of the countries which have signed the agreement can be found here: <http://www.oecd.org/tax/automatic-exchange/international-framework-for-the-crs/>

A list of countries that are in the process of implementing the Standard can be found here: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/crs-by-jurisdiction/#d.en.345489>

CLOSING ACCOUNT AND TRANSFERS

49. (a) In addition to Section 22, we may also close your account(s) with us by cancelling any amount in the account if – either:
 (i) for a period of five years you have made no payment to us and have claimed no money from your account(s) with us, or
 (ii) we cannot trace you after we have made reasonable enquiries.

We may at any time reopen an account closed in this way and recredit the amount which was in your account at the time we cancelled it, together with an appropriate amount of interest.

(b) You may close your account by advising us in writing by post, by Skipton International Online secure message or attending our Guernsey office in person.

50. You may, subject to our prior approval, transfer your deposit to another person on payment of such fee as we may from time to time determine. No transfer shall be valid unless made in a form approved by us, but we may nevertheless refuse to permit a transfer without giving any reason.

51. Any person becoming entitled to your deposit in consequence of bankruptcy or incapacity may, upon such evidence being produced to our satisfaction and upon the payment of such fee (if any) as we may from time to time require, be registered as holder of your deposit. If registration is not effective, we may nevertheless pay the deposit to the person we understand to be so entitled, with interest thereon up to the date of repayment at the rate currently being paid on that type of deposit.

52. We reserve the right to transfer the balance in your account to another subsidiary of Skipton Building Society, offering similar deposit facilities, providing that the core terms and conditions of the account shall remain unchanged. We will give you reasonable notice before we make any such transfer.

53. If your account is closed, either by us or by you, you must pay us all charges, interest and any other sums owing on your account.

54. We reserve the right not to act upon any instruction and are not obliged to give a reason for our inaction or closure of your account on the basis of any legal or regulatory grounds. We shall incur no liability for any losses which you may suffer or incur in such circumstances.

55. We may transfer your funds from your existing account(s) to other account(s) we believe are appropriate if your existing account(s) are no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least 30 days notice of this. You can close your account within 14 days of it being converted without any charge or interest being applied (if applicable) for doing so.

LIABILITY

56. Unless we are specifically required to do so by law, neither we, nor any of our officers, agents or servants, shall be responsible for any unauthorised withdrawal from your account except where previous notice of the possible or actual loss of any statement, withdrawal form or other account record has been confirmed in writing to us, by secure messaging or given by telephone and immediately confirmed in writing to us.

57. Neither us nor any of our agents, associates, officers or employees shall be liable for any losses suffered by you as a result of any transaction or service provided to it except to the extent that such losses are a direct result of our wilful default, fraud or gross negligence. In particular without limitation we shall not be liable for any losses, costs, obligations or expenses:

- (a) incurred as a result of causes or conditions beyond our reasonable control, including but not limited to a breakdown or failure of transmission, communication or computer failures, industrial action, adverse market action, regulatory or government action, the failure of any exchange or clearing house;
- (b) attributable to any act or omission of any agent appointed by us in connection with our services to you, provided that we have not acted negligently in selecting such agent or in monitoring its performance;
- (c) arising from any suspension of any instructions by you; or
- (d) arising from any unauthorised withdrawal from your account except where previous notice of the possible or actual loss of any statement, withdrawal form or other account record has been confirmed in writing to us, by secure messaging or given by telephone and immediately thereafter confirmed in writing to us.

MISCELLANEOUS

58. Any letter, notice or other document sent to you by post addressed to you at your last notified address shall be deemed to have been duly delivered 48 hours after having been posted to the UK or generally 120 hours after having been posted elsewhere. Any communication provided to you by Skipton International Online Secure Messaging or email shall be deemed to have been duly delivered on the day of despatch.

59. We cannot be held responsible for the integrity or security of your e-mail. Whilst we make all reasonable attempt to exclude viruses from our websites and Skipton International Online, we cannot ensure exclusion and no liability is accepted for viruses.

60. We reserve the right, in our sole and absolute discretion, to set-off balances and to consolidate or combine any of your accounts if it is deemed necessary and such a right shall extend to all securities and other instruments that we hold on your behalf and we may at any time and without notice apply any credit balance to which you are entitled in or towards satisfaction or payment of any and all sums due and payable by you to us.

61. Subject to any applicable anti-money laundering requirements,

- (a) if we have any reason to believe, in our sole and absolute discretion, that funds have been deposited into an account by you in or in connection with fraudulent or criminal circumstances; or
- (b) that there is a disagreement, known or implied, about who owns or is entitled to control the money in your account (including a joint account);

We shall be entitled (but not obliged) to freeze all or any part of the funds in such account without notice to you and without being liable for any loss howsoever incurred thereby.

THIRD PARTY AUTHORITY

62. If you want to authorise another person to operate your account(s) you (all of you for joint accounts) will need to sign a document called a third party mandate. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

FRAUD PREVENTION

63. We may carry out certain checks on transactions on your account as part of our fraud prevention measures.

64. As part of these fraud prevention measures, we may need to speak with you to re-confirm some payments, eg, high value payments, or we may need to ask you additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.

65. If we believe there is suspicious activity on your account, we may contact you by post, telephone (including mobile phone), email, mobile messaging or secure e-message. We may leave a message to ask that you call us. Upon our request you must contact us as soon as possible. In respect of payments, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

66. You must read your statements carefully when they are received or made available on Skipton International Online. To help us prevent fraud if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly you must tell us immediately by telephone. If you do not tell us promptly (at the latest within 3 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

67. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your security details (including security devices, passwords/passcodes or other details which allow you to use Skipton International Online or Telephone Banking) or your account.

68. You will be responsible for all losses arising from unauthorised transactions on your account as result of:

- you acting fraudulently;
- you intentionally or with gross negligence failing to use your account in accordance with these Terms and Conditions; or

- you intentionally or with gross negligence failing to notify us in accordance with Section 71 of the loss or theft of any security device, password/passcode or other personalised details.
69. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security devices (whether provided as a physical device or a software application) and security details (including usernames, passwords/passcodes or other details) used to access your account or a Skipton service.
70. These precautions include, but are not limited to all of the following as applicable:-
- never writing down or otherwise recording your security details in a way that can be understood by someone else;
 - not choosing security details that may be easy to guess;
 - taking care to ensure that no one hears or sees your security details when you use them. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone or sees your security details;
 - keeping your security details unique to your accounts with us;
 - not allowing anyone else to have or use your security devices or security details, and not disclosing them to anyone, including the police and us, except when registering for or resetting your security details (but even then do not disclose in full);
 - keeping information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
 - changing your security details immediately and telling us as soon as possible in accordance with Section 71 if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
 - keeping your security devices and security details safe.
 - when you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
 - keep any equipment accessing Skipton International Online secure by using appropriate software;
 - you must not choose security information for equipment accessing Skipton International Online that can be easily guessed by anyone else, or tell anyone else what your security information is.
 - never record any password/passcode or other security details on any software which retains it automatically (eg, any screen prompts or 'save password' feature) unless retaining your password/passcode or security details is a specific function of a service provided by us;
 - once you have logged on to Skipton International Online, do not leave the equipment from which you have accessed it or let anyone else use that equipment until you have logged off; and
 - follow all security measures recommended by the manufacturer of the equipment you use to access Skipton International Online.
71. If any security device or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us. If you need to call and lines are closed, please leave a message and we will block access to your Account during the next working day (to re-set your relevant security details, you will need to call +44 (0) 1481 727374 during opening hours).
72. If asked, you must confirm in writing the loss or theft of your security details or security device.
73. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your passwords/passcodes, security device, security details and/or accounts. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

SKIPTON INTERNATIONAL ONLINE

74. You should be able to view information or perform transactions on your accounts if you use Skipton International Online in a country outside of Guernsey. If you want to use Skipton International Online in a country outside of Guernsey, you are responsible for finding out whether it is lawful to do so in that country. You are responsible for complying with its local laws. We're not responsible for any losses that result if you break local laws;
75. You can usually use Skipton International Online 24 hours a day, 7 days a week, but occasionally repairs, updates and maintenance on our systems may mean some or all of the services are not available or may be slow for a short time. We won't be liable to you if you suffer any losses in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us or visiting our office;
76. Transactions made online are made directly by you. We will carry out online transactions on your behalf and cannot prevent them (unless there are insufficient funds in the account) if access to the account has been authenticated by the procedures we require set out;
77. We may use software and other technology to detect viruses or malicious software on the computer or device you use to access Skipton International Online. If we detect these, we may suspend, restrict or block your access to Skipton International Online or the use of your security details. If this happens, you may not be able to access some or all of Skipton International Online again from that device until you have removed the virus or malicious software;
78. We may prevent access to Skipton International Online if you are using an outdated browser or are using a version of an app we no longer support. Skipton International Online functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled;
79. We may also de-register you or suspend your use of Skipton International Online or security details if you haven't used them for a long time or do not use them for 365 days after registering. If we do this, you can re-register or ask us to reactivate them at any time;
80. On agreeing to access any account via Skipton International Online you agree that statements, advices and other documentation for all your accounts will be viewed online. Some historic statements and details of recent transactional activity will be available to view online. You will not receive paper communications for any of your accounts;
81. We recommend that you check your statements regularly. If any entry appears to be wrong, you should tell us as soon as possible. If an incorrect entry on your account is identified, we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement;
82. We may provide you with details of the balance on your account. This may include transactions that are still being processed and so may be subject to change. Items that are due to credit your account may be returned or recalled by the person making the payment and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your account and that they will appear on your statement;

83. We may, at any time, suspend your use of Skipton International Online if we have reasonable grounds which relate to the security of or the suspected unauthorised or fraudulent use of Skipton International Online;
84. We will normally give you advance notice (in writing, by Secure Message or by phone) if we are going to suspend your use of your Telephone Banking or Skipton International Online. We may occasionally suspend your use of your Telephone Banking or Skipton International Online without notifying you where we have been unable to contact you in advance. We may also suspend your use of your Telephone Banking or Skipton International Online due to regulatory or legal obligations that apply to us.

DEATH OF AN ACCOUNT HOLDER

85. Upon the death of an account holder the bank will require sight of the original death certificate (or a certified copy). For a sole account the representatives of the estate will be required to obtain a Grant of Probate or Letters of Administration through the Ecclesiastical Court of Guernsey, upon payment of their charges. We may also require the representative to provide to us evidence to verify their identity before accepting instructions from them. In the case of joint accounts the account balance will pass to the surviving account holder(s) providing all account opening documentation and formalities have been completed. We shall not be liable to the heirs, inheritors or successors of a deceased account holder for any transaction(s) (or claim in respect of such transactions) undertaken either through an account of the deceased account holder or on behalf of the deceased account holder prior to receipt by us of notification of the account holder's demise.

COMPLAINTS

86. We have an internal complaints procedure to handle any complaint you may have about our services to you. If you are not satisfied with our services, you should write to or telephone our principle place of business in the Island of Guernsey. Details of our complaints procedure are available on request or from our website.

IMPLIED CONDITIONS

87. Any terms and conditions which are implied by law will apply in respect of your account(s) with us in so far as they are not varied or amended by or inconsistent with these Conditions or specific terms and conditions relating to types of account.

VARIATION

88. We may change these Conditions and any specific terms and conditions relating to an account including the interest rate and charges including, without limitation for the following reasons:

- (a) to reflect market conditions and current general practice;
 - (b) to reflect the funding costs, the costs we pay to others, or the cost of providing or operating the services which are available on your account including any changes caused by inflation;
 - (c) to take account of any decision by a Court, regulator, Ombudsman or similar body;
 - (d) to enable us to look after your account more efficiently or at less cost;
 - (e) to make them easier for our customers to understand;
 - (f) to make them fairer to our customers;
 - (g) to reflect changes in technology or to respond to changes or anticipated changes in costs associated with technology;
 - (h) to reflect changes in the way we look after your account generally;
 - (i) to take account of changes in the law, codes of practice or the way we are regulated;
 - (j) to correct mistakes;
 - (k) to reflect any change in the base rate set by the Bank of England;
 - (l) to reflect any changes or anticipated changes in interest rates charged by other major banks or financial institutions in the UK;
 - (m) to reflect any changes or anticipated changes in money market interest rates or the cost of money we borrow or lend;
 - (n) to reflect any event beyond our control.
- We will send you a copy of the latest Conditions as soon as practical following their amendment.

LAWS

89. These Conditions and any substituted or additional terms and conditions will be governed by and construed in accordance with the laws of the Island of Guernsey. All contracts will be conducted in the English language.
90. Some of our products and services may not be available in certain countries due to regulatory or other restrictions. It is for you to make yourself aware of any regulatory restrictions which apply to the country in which you reside and/or to your personal circumstances. For this reason information contained in our literature is not an offer to sell our products or services where local laws do not permit their advertisement, promotion or sale.

HOURS OF BUSINESS

91. Our normal hours of business at our offices in the Island of Guernsey are: Monday to Friday 9.00am to 5.00pm excluding public holidays and bank holidays on the Island of Guernsey.

MAXIMUM/MINIMUM BALANCES

92. The minimum balance requirements and procedures applicable where the balance falls below the account minimum are dealt with in section 21.
93. We may limit at any time, and without notice, the maximum total amount you may deposit with us, along with any limit stated in the individual product brochure.



SKIPTON INTERNATIONAL

PO BOX 509, TUDOR HOUSE, THE BORDAGE, ST PETER PORT, GUERNSEY, GY1 6DS, GREAT BRITAIN

TEL: **(+44) 1481 730730** www.skiptoninternational.com

Skipton International Limited (Skipton), registered in Guernsey: 30112, is a wholly owned subsidiary of Skipton Building Society. Skipton is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 2020, as amended. To help maintain service and quality, telephone calls may be recorded and monitored.

As a Licensed Bank in Guernsey, Skipton is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Scheme") established by The Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 (the "Ordinance"). The following is a brief summary of the Scheme, but is not intended as a substitute for the actual wording of the Ordinance, a copy of which is available on request. • The Scheme only applies to "qualifying deposits", which broadly means deposits made by natural persons for their own benefit; with a few limited exceptions such as, for example, deposits made by trustees of retirement annuity trust schemes, the Scheme does not apply to companies, trusts, partnerships or charities. • The Scheme will provide compensation in the event that a Licensed Bank is unable to repay its depositors. Under normal circumstances payments will be made within 3 months of receipt of a valid claim form. • Compensation is limited to a maximum of £50,000 per individual claimant; in the case of a joint account each depositor would be entitled. • Total Scheme compensation in any five year period is limited to £100 million. If this limit was exceeded, compensation would be reduced pro rata. • The amount payable may be reduced if the Bank has any contractual right of set-off against the account. The Scheme is entitled to recover compensation from any funds subsequently paid out by the Bank. • Further information and a leaflet about the scheme is available at: Website: www.dcs.gg Telephone +44 (0) 1481 722756 Post: P.O. Box 380, St Peter Port, Guernsey, GY1 3FY.

Deposits made with Skipton International Ltd are not covered by the Financial Services Compensation Scheme established under the UK Financial Services and Markets Act 2000.