

# Sainsbury's Bank Easy Saver Account Conditions

## Terms and Conditions

(Effective from 25th September 2016)

### Welcome to Sainsbury's Bank

These conditions apply to the Sainsbury's Bank Easy Saver account. Before you first open or use a Sainsbury's Bank Easy Saver account you must accept these conditions. It's important to read them before deciding whether to accept them. If you apply for a Sainsbury's Bank Easy Saver account jointly with another person, then the other person must agree to be bound by these conditions too.

These conditions explain how Sainsbury's Bank Easy Saver accounts work. There are also some conditions which apply under general law. We have not set these out here. You should keep a copy of these conditions in case you want to check how they apply to your Sainsbury's Bank Easy Saver account. However, you can look at these conditions online at any time.

### 1 Words with special meanings

In these conditions 'we' 'us' and 'our' means Sainsbury's Bank plc. Our registered office is at 33 Holborn, London EC1N 2HT. We have put the following words in **bold** type because they have a special meaning throughout these terms and conditions.

- Your **account** – your Sainsbury's Bank Easy Saver account with us.
- **Authorisation, authorise, authorised** and **authorising** – the process set out in these conditions by which you authorise us to carry out **transactions** on your **account**.
- **Automated payments** – include automated payments to and from your **account** and include payments through the Faster Payments Scheme, CHAPS, **SaveBack**, standing orders (into your account only), inter account transfers between your accounts with us and payments made through **Sainsbury's Bank Online Banking** or our **Telephone Service**.
- **Bank working day** – any day between 9am and 6pm which is not a Saturday, Sunday or English bank, or public holiday.
- **Nominated account** – this is the account you can transfer money to from your **account**. Your **nominated account** must be in your name with a bank or building society which is part of the UK clearing system.
- **Payee** – the person to whom you make a payment.
- **Reference rate** – any rate which is linked, or set against, an externally set interest rate such as the Bank of England bank rate.
- **Sainsbury's Bank Online Banking** – the **Sainsbury's Bank Online Banking** service, which allows customers to operate their Sainsbury's Bank Easy Saver account and other Sainsbury's Bank savings accounts over the Internet.
- **SaveBack** – our deposit service which allows you to use a debit card to pay money into your **account** while paying for your shopping at the checkout, at most Sainsbury's stores.
- **SaveBack card** – a card we give you to access our deposit service. We reserve the right to cancel your **SaveBack card** if you have not used it for more than 12 months. We will issue a replacement card on request.
- **Security details** – are the **security details** we give you, or which you choose, which allow you to access information, obtain services and facilities and undertake transactions on your **account** and include the password and/or username used to confirm your identity when using **Sainsbury's Bank Online Banking**;
- **Telephone Service** – is our banking service, which allows customers to access certain information and services and make payments by telephone.
- **Transaction** and **transactions** – payments of money into and out of your **account**.
- **Withdrawal** – is made when we have taken all the necessary steps to carry out your instructions to pay money out of your **account** (for example, when we have transferred money from

your **account** to your **nominated account**, at your request).

### 2 How do you use your account?

- 2.1** We will tell you the minimum amount you must pay into your **account** when you open it. You will also find the details of minimum account balances on our website at [www.sainsburysbank.co.uk](http://www.sainsburysbank.co.uk) or you can call our Service Centre on 08085 40 50 60\* to find out.
- 2.2** You cannot open an **account** unless you are at least 18 years old.
- 2.3** You can choose whether to have your interest annually or monthly (monthly at a slightly lower rate). If you choose to have your interest monthly, we will pay it on the last **bank working day** of the month. If you choose to have your interest annually, we will pay it on the anniversary of the account opening, unless this is a non **bank working day**. In this case we will pay it on the next **bank working day**. If you do not make a choice we will pay interest annually.
- 2.4** You can withdraw money from your **account** by transferring it to your **nominated account**. You do not need to give advance notice before you make withdrawals.
- 2.5** You can only run your **account** over the Internet using **Sainsbury's Bank Online Banking**, or by using our **Telephone Service**. Every time you use our **Telephone Service** we will ask you security questions in order to identify you. Please note we will never ask for your full PIN or password over the phone.
- 2.6** We may limit the number of Sainsbury's Bank Easy Saver accounts you can have.
- 2.7** You can only have your **account** (and access to **Sainsbury's Bank Online Banking** and **Telephone Service**) for personal use. You must not use it as a sole trader, company, partnership or other kind of business account, or as a club, charity or trust account. You cannot open or hold an **account** if you live abroad and you may not always be able to send us instructions about your **account**, over the Internet, from abroad.
- 2.8** We do not have to accept that anyone, apart from you, has any right to, or interest in, the money in your **account** (for example, if you are keeping some or all of the money in your **account** for someone else).
- 2.9** We will only accept instructions including any **authorisation** from:
  - you;
  - anyone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt); or
  - anyone who you have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority.
- 2.10** We may limit the amount you, or someone else, can pay into your **account** if we think this is necessary to comply with our legal, or regulatory obligations.
- 2.11** We may limit the amount you can take out of your **account** in any month, if we think this is necessary to comply with our legal or regulatory obligations, or where we reasonably consider this is necessary to protect our business in extreme circumstances. In the latter case, we will respond proportionately to the circumstances in question and will take reasonable steps to ensure that the restrictions are lifted, as soon as practicable, to minimise the inconvenience to you.
- 2.12** When you use **Sainsbury's Bank Online Banking** you must follow any instructions we give you. You are responsible for making sure that your computer, software and other equipment can be used for **Sainsbury's Bank Online Banking**. You are

also responsible for ensuring that you are using the most up to date Anti Virus software and are running regular scans to ensure your computer has not been infected with a virus.

**2.13** You must hold a **nominated account** in your name with a bank or building society which is part of the UK clearing system. If you have more than one Sainsbury's Bank savings account registered with **Sainsbury's Bank Online Banking**, or our **Telephone Service**, you can transfer funds between them by inter account transfer.

**2.14** The maximum amount that any one customer can hold in **accounts** (whether in a sole name or jointly) is £2,000,000.

**2.15** The following types of **transactions** are available on your **account**: cheque payments in and **automated payments**.

**2.16** You cannot pay cash into your **account**. For security reasons you must not send us cash through the post.

### 3 If you pay money into your account, how long do you have to wait before you can take it out?

**3.1** The following table sets out the details of when you can withdraw funds paid into your account.

Type of payment	When you can withdraw funds
Cheque by post – credited on a <b>bank working day</b> (all cheques are subject to a security review and may not always be credited on the day we receive them).	Six <b>bank working days</b> after the cheque has been credited to your <b>account</b> .
Automated Payment	The day we receive it. Payments processed through the Faster Payments Scheme will be credited to your <b>account</b> no later than the next <b>bank working day</b> . Inter account transfers will normally be credited to your <b>account</b> straightaway.

**3.2** If you pay a cheque into your **account** and we let you take some or all of the amount of the cheque out of your **account**, that does not mean that the cheque has been paid by the paying bank. If the cheque is returned to us without it being paid, we may take the amount of the cheque out of your **account**, unless more than six **bank working days** have passed since you paid the cheque in. After six **bank working days** have passed, we cannot take the amount of the cheque out of your **account**, unless you agree to this or you have been a knowing party to fraud.

**3.3** You can only pay sterling cheques into your **account**. You can send your cheque to us at the address shown on our website, or on any documentation we send you.

### 4 Paying interest

**4.1** If the money in your **account** is at least the minimum amount we set for paying interest, we will pay interest on your balance at the rate or rates we set. We may fix a new or change the minimum amount for paying interest under condition **16**. You can find out details of the current minimum amount and interest rates on our website at [www.sainsburysbank.co.uk](http://www.sainsburysbank.co.uk) or by calling our Service Centre on 08085 40 50 60\*. Any change to the interest rate on your **account** must be made in accordance with condition **16**.

The table below shows when interest will be paid on any payments into your **account**.

Method of payment into your account	Interest will be paid on the amount in your account from
Cheque by post – credited on a <b>bank working day</b> (all cheques are subject to a security review and may not always be credited on the day we receive it).	Two <b>bank working days</b> after the cheque has been credited to your <b>account</b> .
Automated Payment	The day we receive it. Payments processed through the Faster Payments Scheme will be credited to your <b>account</b> no later than the next <b>bank working day</b> . Inter account transfers will normally be credited to your <b>account</b> straightaway.

**4.2** We work out the interest daily and pay it into your **account** on the last day of each interest period.

**4.3** We will not pay interest on the amount of a **withdrawal** the day it is made.

**4.4** If you, or we, close your **account** in accordance with condition **15**, we will work out the interest we have to pay you on the day your **account** is closed (also see condition **11.3**).

**4.5** If you are closing your **account** and converting the whole balance on your **account** to another savings **account** with us, accrued interest will be applied to your existing account on the day of conversion. In future we will pay interest on the next interest payment date of the new account.

### 5 When can we take money out of your account and how long does it take?

**5.1** We can take money out of your **account**:

- to cover each **withdrawal**;
- to cover each cheque and any other item which is paid into your **account** but is later returned to us unpaid;
- to cover any charge which you owe us on your **account**;
- to cover any loss or expense we suffer in connection with your **account**, unless conditions **9.2** or **9.6** apply (these conditions set out when you may not be fully liable for the loss or misuse of your **account**); or
- if we reasonably believe that a payment has been made into your **account** in error.

We may do any of these if your **account** is in credit, or overdrawn, or if it goes overdrawn because of the amount that we take out of your **account**. We can also take money out of your **account** under conditions **5.11**, **5.12** or **5.13** (these conditions explain our right to set off amounts in your **account** against other amounts you owe us).

**5.2** We will carry out your instructions to complete a **transaction**, at the time you communicate them directly to us. We will complete your **transaction** as long as it is appropriately **authorised** and complies with condition **5.3**.

**5.3** Before we carry out any **transactions** for you and arrange for an automated payment, you must **authorise** us to do so by providing us with the requested security information.

**5.4** In the event that a **transaction** is not **authorised**, you may **authorise** a **transaction** after it has been made by providing consent to the **transaction**, by calling our Service Centre on 08085 40 50 60\*.

**5.5** Where we receive your instructions to carry out a **transaction**, other than an inter account transfer, in accordance with condition **5.2** and your instructions are received before 6pm on a bank working day (or 5pm if you want to make a payment under the Faster Payments Scheme or 3pm if you want to make a CHAPS payment), we will treat your instructions as having been received that day. For any instructions received after the cut off times on a **bank working day**, or received by us on a non **bank working day**, your instructions will be treated as having been received by us on the next **bank working day**. In some circumstances, your payment may be referred for security checks which may delay receipt by one **bank working day**. We will always try to contact you when this happens.

**5.6** If you have requested an **automated payment** to be made from your **account**, to make sure it is paid, you must ensure that there are sufficient funds in your **account**, by the end of the **bank working day** before your payment is due to be taken from your **account**. To make sure it is paid, you must ensure that you keep sufficient funds in your **account** for the whole of that **bank working day**.

**5.7** Where you instruct us to make a payment on the same day we will use the Faster Payments Scheme, if it is available, and the bank you are sending the payment to is a member of the scheme. We can make payments using the scheme on **bank working days** only and the payment will reach the other bank normally on the same day and no later than the next **bank working day** (this is subject to the provisions in condition **5.5** where your instructions are received after 5pm). You can check when you make a payment whether the bank you are sending the payment to is a member of the Faster Payments Scheme. If you cannot make a payment using the Faster Payments Scheme, you can contact us to ask if there is any other method available to make the payment.

**5.8** Where you wrongly identify the account (including account number and sort code) to which a payment should be made, we will make reasonable efforts to recover the payment made, but we will not be liable for any losses which may be incurred by you. We may ask you to pay a fee to cover our costs.

**5.9** **Authorisation** to a **transaction** may not be withdrawn (or revoked) by you, after the time your **authorisation** has been received.

**5.10** We can refuse to carry out a **transaction** if we reasonably think that:

- we are required to do so by law;
- your **account** is being used for illegal purposes;
- you are not keeping to these conditions;
- you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
- you apply to a court for an interim order (that is, a court order which gives you temporary protection from claims made by somebody you owe money to);
- a bankruptcy order is made against you or we think that one is likely to be made;
- an administration order has been made under the appropriate legislation, which covers how you are to repay money which you owe;
- the relationship between you and us has irretrievably broken down (for example if you have been threatening or abusive to our staff);
- there is a dispute, (which we reasonably believe may be genuine) about the ownership or entitlement to, the money held in your **account**;
- the terms of another account you have prevents completion of the **transaction**;

- action is taken by a third party which prevents us from executing the **transaction**;
- there are technical issues which prevent us from executing the **transaction**;
- your **security details** have been lost, stolen, or are being used by someone else or your **account** is being used illegally or fraudulently;
- the **transaction** is not properly authorised;
- there are not sufficient funds in your **account** to cover the **transaction**;
- there are circumstances beyond our reasonable control preventing us from offering a normal service.

In the case of the last bullet point above, we will respond proportionately to the circumstances in question, take reasonable steps to ensure that the restrictions are lifted as soon as practicable to minimise the inconvenience to you and, if practicable give advance notice. In all other cases we will notify you either verbally, or in writing, when we have done this at the earliest opportunity and in any event no later than the end of the third **bank working day** following the time of receipt of your instructions (unless it is unlawful for us to do so, or would compromise our reasonable security measures).

Following receipt of this notification, you can contact us to rectify any errors. We are not liable for failing to make a payment if the bank or building society you are sending the payment to, is not a member of the Faster Payments Scheme.

**5.11** If your **account** is held in your sole name and any money is overdue for payment on any other account you have with us, (whether it is in your sole name or jointly with someone else) we may take the money you owe us, out of your **account**.

**5.12** If your **account** is held jointly and any money is overdue for payment on any other joint account you both have with us, we may take the money you owe us out of your **account**.

**5.13** If your **account** is held jointly and any money is overdue for payment on any other account either of you have with us, whether in your sole name or in joint names, we may take the money you owe us out of your **account**.

We will not take the money from an **account** which, according to our records, you are holding on behalf of someone else (for example, as trustee or executor).

## 6 Paying a cheque into your account

**6.1** If you want to pay a cheque into your **account**, it must be made out to you. We will not pay a cheque into your **account** unless you are named on the cheque as **payee**.

**6.2** If you want to pay a cheque into your **account**:

- more than six months after the date on the cheque; or
- after the 'expiry date' (if there is one shown on the cheque);

you will have to ask the person who made it out to you to write a new cheque or re-date the old cheque and put their initials next to the change. Where possible, a new cheque would be preferable to amending the original. If you give us an out-of-date cheque, we may return it to you.

## 7 Sainsbury's Bank Online Banking and our Telephone Service

**7.1** If you use **Sainsbury's Bank Online Banking** or our **Telephone Service**, we will let you know what you can use the service for and provide you with any further conditions which apply to it. Our **Online Banking** terms and conditions can be found at [www.sainsburysbank.co.uk](http://www.sainsburysbank.co.uk)

**7.2** Every time you use the **Telephone Service**, we will ask you security questions to identify you.

### 7.3 We will never:

- ask you for your **Sainsbury's Bank Online Banking** password on the phone, by email, by tapping it into a telephone keypad or any other way;
- ask you to transfer money to a new account for fraud reasons, even if it is in your name;
- send an email with a link to a page which asks you to enter your **Sainsbury's Bank Online Banking** log-in details; or
- ask you to carry out a test transaction online; or
- provide banking services through any mobile applications other than the bank's official mobile application.

**7.4** You must not write down, store (whether encrypted or otherwise) on your computer, or mobile phone handset, your security details, or anything we give or send you about **Sainsbury's Bank Online Banking**, our **Telephone Service** or your **account** or anything usually kept with them.

**7.5** We may stop you using **Sainsbury's Bank Online Banking** or our **Telephone Service**. For example, we may do so if: condition **18** applies, or if we believe that your **security details** are being used by someone else, or we are otherwise concerned about the security of your **account**, or we suspect the **account** is being used in breach of these conditions in an unauthorised or fraudulent manner. Where we stop the use of the **Sainsbury's Bank Online Banking** or our **Telephone Service** under this condition **7.5** we will, if practical, notify you immediately before, or where we cannot notify you immediately before, we will notify you after stopping the use of **Sainsbury's Bank Online Banking** or our **Telephone Service**. We will inform you of our reasons for doing this unless it is unlawful for us to do so, or it would compromise our reasonable security measures.

**7.6** We may write to you to confirm your instructions, or any steps we take following your instructions. If we do, you should check our letter and let us know straightaway if you think that does not set out what you asked us to do.

**7.7** If your **account** is a joint account and more than one of you uses our **Telephone Service**, you must each choose your own personal security details.

## 8 Protecting your account

**8.1** If you think that someone else knows your **security details**, or has used any of them to use **Sainsbury's Bank Online Banking** or our **Telephone Service**, you must contact us as soon as you can by calling our Service Centre on 08085 40 50 60\*.

### 8.2 We will never:

- ask you for your full PIN on the phone, by email, by tapping it into a telephone keypad or any other way;
- send someone to your home to collect your cash, PIN or payment card if you are a victim of fraud;
- ask you to email or text personal or banking information;
- ask you to purchase goods using your card and then hand it over for safe keeping; or
- ask you to withdraw money to hand over for safe keeping.

**8.3** We may give the police or any prosecuting authority (for example the Crown Prosecution Service) any information we reasonably think relevant about the misuse of your **security details**.

**8.4** You must not use your **security details** if they have been reported as lost, stolen, or likely to be used by someone else. If you use them to make a **withdrawal**, we may still take the amount of the **withdrawal** out of your **account**.

## 9 When are you responsible if you lose your security details or they are stolen or are used by someone else?

**9.1** You will not be responsible for your **security details** being used:

- after you have reported that they might be used by someone else (unless they are used on your behalf); or
- where we have failed to provide a notification process to you for reporting that someone else might use your **security details** (we provide this process through the telephone number provided in condition **8.1**), unless this failure was due to our inability to provide the service because of causes beyond our reasonable control.

**9.2** Unless condition **9.1** or **9.3** applies, if you think that someone else knows your **security details** the most you will have to pay us for any loss we suffer because of the use of the **security details** will be £50. The £50 limit applies for the period until you have given us notice under condition **10.1**.

**9.3** You may have to pay more than £50 if you have been fraudulent or grossly negligent in allowing someone else to have your **security details**. For example, if you have not followed the instructions in condition **7.2**, **7.3** or on our Online Banking terms and conditions (these conditions and our **Online Banking** terms and conditions set out what steps you should follow to protect your **security details** from misuse).

**9.4** You must not use your **security details** if they have been reported as lost, stolen or used by someone else (we will ask you security questions in order to identify you prior to making any changes). If you do use them to make a **withdrawal**, we may still take the amount out of your **account**.

**9.5** If there is a disagreement between us and you about the loss, theft or use of your **security details**, we will only be able to get back any loss of more than £50 if we prove the necessary facts.

**9.6** If you don't receive your **security details** from us, you will not be liable for any fraudulent payments on your **account** resulting from misuse of your **security details**.

**9.7** We will not be responsible for any loss or expense, which you suffer, if we cannot carry out any **withdrawal**, payment into your **account** or other **transaction** on your **account**, or if we cannot provide any services or facilities because of causes beyond our reasonable control.

**9.8** If you are a victim of fraud through **Sainsbury's Bank Online Banking** we guarantee that you will not lose any money on your **account** and will always be reimbursed.

**9.9** We will not be responsible for any loss you, or anybody else, may suffer because any instructions or information you send us are sent in error, fail to reach us or are distorted unless you have been the victim of fraud.

## 10 Unauthorised or incorrectly executed instructions

**10.1** If you become aware of a **transaction** undertaken by **automated payment** which has not been authorised, or has been incorrectly executed on your **account**, you must notify us by calling our Service Centre on 08085 40 50 60\*. This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date of the **transaction**. If you do not notify us, you will not be entitled to a reimbursement under this condition **10**.

**10.2** You may be entitled to claim a refund in relation to **transactions** undertaken by **automated payment** where:

- the **transaction** was not **authorised**; or
- we are responsible for a **transaction** which was incorrectly executed and you notified us in accordance with condition **10.1**

We will not be liable where we can prove that the bank or building society where you have your **nominated account** is at fault.

**10.3** In the case of disputed **transactions** out of your **account**, under this condition **10** the burden of proving fraud or gross negligence, will lie with us.

**10.4** If you are eligible for a refund under this condition **10**, we will reimburse you for any charges you have incurred as a result of

the incorrect execution and interest you have been charged by us for the incorrect execution.

## 11 Overdrawn accounts

**11.1** You must not allow your **account** to go overdrawn. If we charge interest, make charges on your **account**, or carry out a **withdrawal**, or other **transaction** and this makes your **account** go overdrawn, this does not mean we have agreed to allow you to have an overdraft.

**11.2** If your **account** goes overdrawn, we will charge you interest at the rate of 3% over Bank of England bank rate. You must also immediately pay us the amount that you are overdrawn by (and any charges). You can find details of the Bank of England bank rate at [www.bankofengland.co.uk](http://www.bankofengland.co.uk)

**11.3** If your **account** is closed, we will work out the interest you have to pay us when you close your **account**. You will also have to pay any overdrawn amount and charges which you owe us.

**11.4** We may make charges in connection with any overdrawn amount on your **account** under condition **12.1**.

**11.5** We may also change the amount we charge you, or make new or different charges in connection with any overdrawn amount on your **account** under condition **16.1**.

## 12 Charges

**12.1** We can make charges on your **account**, for **Sainsbury's Bank Online Banking**, our **Telephone Service** or for services or facilities we make available to you. You can find details of any current charges for the normal running of your **account** on our website.

**12.2** We will tell you the charge for a special service when you ask to use it.

**12.3** CHAPS payments are only available on specific request. If you request a CHAPS payment there is a charge for this service which is shown separately from the **transaction** amount. We will tell you the amount of the charge when you request the payment.

## 13 Information on transactions

**13.1** If you are registered for **Sainsbury's Bank Online Banking** we will provide details of recent **transactions** on your **account** via this service.

**13.2** You should check your **transactions** via **Sainsbury's Bank Online Banking** and let us know, as soon as you can, if you think that there is any information which seems to be wrong.

**13.3** You can request and we will provide you with the following information on each **transaction** carried out by an **automated payment**:

- details of the payment into and out of your **account** including a reference enabling you to identify the payment;
- the amount of the payment;
- any charges applied to your **account** in relation to the payment; and
- the date of receipt of the payment into your **account**.

You can request this information by calling our Service Centre on 08085 40 50 60\*.

## 14 Joint accounts

**14.1** Conditions **14.2** to **14.6** apply to joint accounts.

**14.2** These conditions apply to both of you together and to either of you separately. For example, if you owe us any money on your **account**, we can claim it back from either of you. Only two people can apply to invest in a joint account.

**14.3** We may choose to accept the instructions of either one of you. For example, we may take out of your **account** the amount of any **withdrawal** made by either of you. If you have a joint account and you tell us that you only want us to accept instructions from both of you (and not just either of you), we

may close your **account** and, if we choose, offer each of you the opportunity to open a new **account** in just your name.

**14.4** We will send all written notices and other information about your **account** to both of you by post or email.

**14.5** If one of the **account** holders dies, we will only accept instructions from the other **account** holder.

**14.6** We can restrict access to your **account** by stopping both of you using your card(s) or our **Online Banking** or **Telephone Service**. We will only do this if there is a dispute about who owns the money in your **account**, or we become aware of a disagreement between joint account holders in relation to your **account**.

## 15 Closing your account

**15.1** Your **account** will remain open until it is closed by either you, or us, in accordance with this condition **15**.

**15.2** We may terminate this agreement with you and close your **account**. To do so we must give you at least two months' notice in accordance with condition **16**.

**15.3** You may terminate this agreement with us and close your **account** at any time.

**15.4** If you close your **account**, you must pay us anything you owe on your **account** (see condition **11.3**).

**15.5** If we terminate our agreement with you and close your **account** under condition **15.2**, we will return your money to you along with any interest we owe you on your **account**.

**15.6** If we believe that we have lost touch with each other, for example, if letters addressed to you are returned undelivered we will stop sending you letters and other information until we hear from you. If you have not paid money into or taken money out of your **account** for at least 3 years, then we can treat your **account** as inactive. If your **account** is treated as inactive we will write to you. If we do not hear back from you we may close your **account**.

**15.7** We can close your **account** and transfer the money to the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008 if:

(a) we have not been able to find you after making reasonable attempts; and

(b) you have not taken any money out of your **account** or paid money into it for the past 15 years.

**15.8** If we close your **account** and transfer the money to the reclaim fund under **15.7**, you will be entitled to reclaim any money transferred and any interest payable from the fund and we will deal with this on your behalf.

**15.9** If we terminate our agreement with you and close your **account**:

- we can still take the money out of your **account** under conditions **5.11**, **5.12** and **5.13** (which detail when we can set off the amounts held in your **account** against any other debts you owe us), or to cover any **withdrawal**; and
- you will still have to pay back any overdrawn amount, interest or charges which you owe us on your **account**.

## 16 When can we change these conditions, the charges and the interest rates?

**16.1** We can change these conditions, any charges for the normal running of your **account** and the interest rates applicable to your **account**, for the reasons set out in this condition **16**, if we give you at least two months' prior notice of the change. The notice will be given in accordance with condition **17**. Where we give you notice of a change under this condition **16**, the change will come into effect in accordance with the relevant communication and you will be taken to have accepted the change unless you phone us on 08085 40 50 60\* and tell us that you do not agree to the

change, as soon as possible and in any event before the changes come into effect. If you do not agree to the change, you can close your **account** without incurring any additional costs or charges. If you phone us to tell us that you do not accept a change, we will take this as notification that you wish to close your **account** immediately.

**16.2** We do not need to give you prior notice in accordance with condition **16.1** of any change to the interest rate payable on your **account**, where this change is to your advantage or where the interest rate is linked to a **reference rate**. Where we make such an advantageous change, or where a change follows a change to a **reference rate**, we may apply it immediately and we will notify you in accordance with condition **17.4**.

**16.3** We can change these conditions, or the ones which apply to any services or facilities on your **account**, if it is reasonable to make the change:

(a) to reflect changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products or services;

(b) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to any regulator or similar body;

(c) to reflect changes to the law, codes of practice or the way we are regulated;

(d) to reflect changes to standards published by other bodies which we agree will apply to your **account**, or to the services and facilities available on your **account**;

(e) to reflect changes in the costs we incur in providing the services and facilities available on your **account**, (including changes in technology we use) because of:

- the reasonable steps we have taken to change our systems for managing those services and facilities, or
- reasons outside our control; or

(f) because:

- we are going to take over, take control of, or acquire the business of another bank or organisation, offering similar services; or
- we are going to be taken over or our business acquired by another bank or organisation offering similar services; or
- any of those things has happened; and
- the change will make sure that our customers and the customers of the other banks or organisations are treated in a similar way if they are in similar categories;

(Where we refer to 'changes' in the above list, we mean changes we know, or reasonably believe will happen, or changes which have already taken place);

(g) because the service is provided for us by a third party and for good commercial reasons we decide to use another third party, or the third party who provides the service no longer does so;

(h) to reflect changes in technology or security design;

(i) to make improvements which are of benefit to you.

**16.4** We can make any reasonable changes to these conditions, or the conditions which apply to the services and facilities on your **account**, for any valid reason.

**16.5** Where we make a change, for any valid reason, we will do so in a reasonable and proportionate manner.

**16.6** If you have an **account** which pays interest at a variable rate which is not linked to a **reference rate**, we can change interest rates if it is reasonable to make the change:

(a) to reflect a change or changes in the bank rate (that is the

rate set by the Bank of England in connection with its open money market operations);

(b) to reflect a change in LIBOR (that is the London Inter Bank Offered Rate) or LIBID (that is the London Interbank Bid Rate) or equivalent money market rate we use to determine the rates we can offer our retail savings account customers;

(c) to reflect changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products;

(d) to reflect changes in the costs to us of offering retail savings accounts to our customers;

(e) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to any regulator or similar body;

(f) to reflect changes to the law, codes of practice or the way we are regulated;

(g) to reflect changes to standards published by other bodies which we agree will apply to your **account**;

(h) to reflect changes to the way we look after your **account**, or deposit accounts generally (including changes in the technology we use) because of:

- the steps we have taken to modernise or improve our systems for managing those accounts; or
- reasons outside our control; or

(i) because:

- we are going to take over, take control of, or acquire the business of another bank or organisation offering similar services;
- we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
- any of those things has happened; and
- the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.

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

**16.7** We can also change interest rates for any valid reason.

**16.8** We can change the amounts we charge you for the normal running of your **account**, make new or different charges and change the way you have to pay charges:

(a) to reflect changes to the costs of providing the service or facilities available on your **account**, including any changes caused by inflation;

(b) we can also change the amounts we charge you, make new or different charges and change the way you have to pay charges, for any other valid reason.

## 17 What conditions apply to notices about your account?

**17.1** We may send all written notices, statements, letters, or any other information electronically to the last electronic address known to us. We will treat them as delivered one day after we send them (or one day after we send an email notifying you that the document is available to view online). If we send you any notices, statements, letters or other documents by post, we will send them to the last address you gave us. We will treat them as arriving four days after they were posted (if sent to an address in the United Kingdom).

**17.2** You must let us know straightaway if you change your name, postal address, email address, or contact telephone number. If you do not let us know, you may have to pay reasonable costs of finding you or your new address. We may need to contact you to

discuss your **account, Sainsbury's Bank Online Banking**, or our **Telephone Service**.

**17.3** Unless these conditions say otherwise, any notices or other communications given under them, will only be valid if they are in writing.

**17.4** If we make a change to the interest rate payable on your **account** and it is to your advantage, or which follows a change to reference rate, we will notify you by putting a notice in at least three national daily newspapers. We will also put details of these changes on our website.

## 18 What happens if you cannot look after your finances any longer?

**18.1** If we are satisfied that you cannot look after your finances any longer, we will allow your **account** to be closed by anyone who has authority from a court. We will not allow that person to run your **account**, other than to close it unless the relevant court order permits, or we have accepted a Power of Attorney which remains in place.

**18.2** If we allow someone else to use your **account** under condition **18.1**, you may be legally responsible for anything they do.

**18.3** If we allow someone else to use your **account** under condition **18.1** and we think that person is using your **account** wrongly, we will stop them using it.

## 19 When can we tell someone else about your account?

We may give details of your **account** or your name and address to anyone else if:

- the law says we must;
- we have a public duty to do so;
- this is necessary to protect our interests; or
- you ask us to give the details to someone else, or agree that we can give them to someone else (for example, by making an appropriate declaration as part of your application for your **account**).

## 20 What happens if you die?

If you die and your **account** is not a joint **account**, your personal representative must close the **account**.

## 21 General

**21.1** All correspondence and communication in relation to your **account** will be in English.

**21.2** You will receive a copy of these conditions when you open an **account**. These conditions are also available for you to view online at any time. You can print them from our website, or you can ask us for a printed copy by calling our Service Centre on 08085 40 50 60\*.

**21.3** Unless we agree otherwise, you must not transfer, charge, or give as security to anyone else:

- your **account** or any part of it; or
- any of your rights under these conditions.

**21.4** For administration reasons, we can change any address or phone number in these conditions, or the name or number of your **account**, by giving you notice first.

**21.5** For similar reasons, it is not a change to the terms of your **account** if we change the name of any service that we may let you use on your **account**, without giving you notice.

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

**21.7** We may monitor and record phone calls to or from us. We may do this to check any instructions you give us over the phone and to help train our staff.

**21.8** If we choose not to enforce any term which forms part of these conditions, this will not affect our right to enforce the rest of those terms.

**21.9** Each paragraph and subparagraph in these conditions is separate from the others. This means that if we cannot enforce any one paragraph or subparagraph, in these conditions this will not affect our right to enforce any other paragraph, or subparagraph.

**21.10** Our agreement with you includes these conditions, the interest rates and charges for your **account**, the application screens and any changes to any of these made in accordance with these conditions.

**21.11** These conditions and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with their subject matter will be governed and construed in accordance with:

- the laws of Northern Ireland if your address at the time of opening your account is in Northern Ireland;
- Scots law if your address at the time of opening your account is in Scotland; or
- in all other cases, the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on your address at the time of opening your account) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with these conditions.

**21.12** We may allow you to give your **account** an individual title, although you do not have to do so. We may refuse to accept a title if we think that it is offensive or defamatory.

## IMPORTANT INFORMATION

### Important information about compensation arrangements

Our savings products are covered by the Financial Services Compensation Scheme (FSCS). For further information about the compensation provided by the FSCS refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Complaints** – we do everything we can to provide you with the service you want and expect, but we know sometimes things can go wrong. If you have a complaint, please call us on 08085 40 50 60\*. A copy of our complaints procedure is available on request. If you are unhappy with our final response to your complaint, you can ask the Financial Ombudsman Service to independently review.

## Getting in touch

### Online

[www.sainsburysbank.co.uk](http://www.sainsburysbank.co.uk)

### Telephone

Service Centre **08085 40 50 60\***

between 8am and 10pm, Monday to Friday and 8am to 6pm at weekends.

Please call us as soon as you can if your card, PIN or security details are lost or stolen.

### Post

Please visit our website for our postal address.

We can provide documents in large print, Braille or on audio. You can also contact us via the Text Relay service (Next Generation Text) for general product enquiries - please call 18001 08085 40 50 60 to access this service.