

Vanquis Cash ISA General Terms & Conditions

Our agreement with you These terms and conditions explain how your Cash ISA works. They contain other important information too. We also explain your account's special features in: • the Product Information, document which includes product specific information and details of any exit fees · the Summary box, which summarises the key information, and · any other documents we tell you about when you apply for your account These documents all form the agreement between you and us. We are Vanquis Bank Limited and we are authorised to manage ISAs by the UK tax authority. You can ask us for a copy of this agreement at any time. We can provide these General Terms in larger print, Braille, or audio format on request. If there are any differences between the information in Product Information, these General Terms and/or the ISA Regulations, the ISA Regulations will apply first, followed by the Product Information, and lastly these General Terms. This agreement is subject to English law. Any disputes will be handled by the courts of England and Wales. If you live in Scotland or Northern Ireland, you can bring a claim in the courts that are local to you. We'll always speak or write to you in English. You can't transfer your account or any of your rights and obligations in relation to this agreement to another person. This account is for your personal use. You must not use it for business purposes. You should not place money in the account that is not yours (for example, if someone asks you to look after their money for them). 2. How can you contact us? You can: · call us on 0191 505 0033 - we may listen to and record telephone calls for training, security and monitoring purposes · email us at customerservice@vanquissavings.co.uk · write to us at Vanquis Bank Savings, Freepost RSGY-CKJA-BKCS, PO Box 1279, Newcastle upon Tyne, NE99 5BR; or send us a secure message through Vanquis Bank Savings Online Banking (if you're registered) 3. **Keeping your account** If you have concerns about your account security or the money in it, you should call safe us on **0191 505 0033** between 9am and 5pm Monday to Friday apart from bank holidays, when we are closed. If you have concerns outside of these hours please report them to us via email or secure message as above and we will respond to you as soon as possible. Examples of when you may have concerns include if you think: · money has been taken from your account without your consent, or · someone knows your Online Banking security information If you've had a suspicious call, phone us on 0191 505 0033. If you can, use a different phone to the one you were called on. How will we contact you? We can contact you by: · email post telephone • text (when this service becomes available - we'll let you know before we start using it to contact you), or · secure message in Vanquis Bank Savings Online Banking (if you're registered for this service) We'll contact you by phone or in writing if we need to speak with you about your

account security or possible fraud.

'How to contact us'.

If your contact details change, you need to tell us. Any delay in telling us could mean you miss important information we send to you. There's also a risk that another person may see your confidential information. Use the details in section 2,

How can you make a complaint?

We'll always try to give you the best service, but occasionally we may fail to meet our high standards. If we do, and you want to tell us about it, you can contact us in any of the ways set out above. You can also find our complaints policy on our website at www.vanguissavings.co.uk/complaints/.

If we can't resolve your complaint or you're unhappy with our response, you can take your complaint to the Financial Ombudsman Service (FOS). You need to do this within six months of receiving our final response. You can contact them by:

- · writing to them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- · calling them on 0800 023 4567, or
- · visiting their website www.financial-ombudsman.org.uk

6. How can you protect your account and money?

Here are some steps you need to take to protect your account:

- · keep any passwords, one-time passcode, PIN, and other security details secret. Don't write them down in a way that someone else may understand. If you think someone else knows or is using them without your permission, tell us as soon as vou can
- · let us know if you don't receive something you were expecting from us (such as new security details or your statement)
- · check the transactions on your account and tell us straight away if there's anything you weren't expecting or you don't recognise. You can view your transactions on your statements or the transaction list in Online Banking
- · follow any instructions we give you about protecting your account. But remember that we'll never ask you to reveal your full security details. And we'll never ask you to transfer funds to an account to supposedly keep your money safe - anyone telling you this is probably a fraudster

To help protect your account against fraud, please make sure you let us know as soon as possible if you change your name, address, telephone number or email address. If we need to investigate activity connected to your account, we may need you to cooperate with us and possibly the police.

7. Important information about your Account

You are exempt from paying income tax on interest you earn on your Cash ISA. The tax treatment of ISAs is based on your personal circumstances and may change in the future.

You shall be, and must remain, the beneficial owner of the cash deposited in your Cash ISA. The cash deposited in your Cash ISA must not be used as security for a loan.

We may delegate any of our functions or responsibilities under these General Terms or the Product Information, provided that in our reasonable opinion any person we delegate to is competent to carry out those functions and responsibilities. For example, your savings are deposited with us, and your application is processed by our partner Newcastle Strategic Solutions Limited (NSSL) who will, on our behalf, administer and maintain your account.

We will notify you if because of any failure to satisfy applicable law, your account is or will become no longer exempt from tax.

8. How can you pay money into your Account?

You can pay money in by:

- sending an electronic payment, like a bank transfer, to the bank account details we provide you when you open an account, or
- · posting a cheque to us at Vanquis Bank Savings, Freepost RSGY-CKJA-BKCS, PO Box 1279, Newcastle upon Tyne, NE99 5BR

All electronic payments and cheques must come from your nominated account and be in pounds sterling.

If you pay in money by cheque, we'll credit the amount to your account on the same working day we receive it, but we may reverse that payment if the paying bank returns the cheque to us unpaid. This could happen up to the close of business on the following working day.

You can transfer money into your account from another cash ISA or stocks and shares ISA you hold with us or which you hold with another ISA manager.

You can transfer all of the money you have paid into an ISA in the current tax year and all or part of the money you have paid in previous tax years.

You can cancel any transfer from another ISA without charge within 14 calendar days, starting the day the transfer was made. Please tell us using the details in section 2, 'How to contact us'.

		If your spouse or civil partner dies and they had money in an ISA, you may be entitled to an additional allowance (called Additional Permitted Subscriptions) which you can pay into your own ISA. Please contact us for further details.
9.	What is a nominated account?	Your nominated account is an account held with another bank or a building society (such as a current account) that you have identified to us as being for the purpose of making payments in and out of your ISA.
10.	How is interest calculated and paid?	We'll pay you interest at the rate we set out in the documents we gave you when we opened your account.
		If you pay in a cheque by post, we'll use the date we receive the cheque as the receipt date. This means your money will start earning interest from the next working day.
		If you pay into your account using an electronic transfer, the money will start earning interest on the day that we receive it.
		We will then continue to calculate your interest daily, based on the amount of money in your account.
		When you apply for an account, you can choose to have interest paid into your account or transferred to your nominated account each month or annually. In either case, we'll pay interest on the monthly or annual anniversary of the date that we received your first payment.
		Also, we'll pay any unpaid interest at the end of a fixed term period or when the account is closed.
		You can change how often we pay interest by using the details in the 'How to contact us' section above.
		Your money won't earn any interest:
		· on the day you withdraw it
		· on the day your account is closed, or
		 if your account is a Fixed Rate Cash ISA, on the day the fixed term period for the account ends
11.	Is your money protected?	The money in your account is protected by the Financial Services Compensation Scheme (FSCS) up to a certain limit.
		For more about the scheme (including the amounts covered and eligibility to claim), please refer to the FSCS website www.fscs.org.uk or call 0800 678 1100 or 0207 741 4100.
12.		If money is paid into your account by mistake by us, from your nominated account or for any other reason, we'll take it out and return it. We may do this without telling you first. If you think the money is yours, you must tell us then.
13.	How can you take money from your account?	This is a flexible ISA, meaning if you make a withdrawal you can replace the money you've withdrawn without it counting towards your annual ISA subscription limit, providing you replace the funds in the same tax year you withdraw them.
		If you hold an Easy Access Cash ISA, you do not need to give us any notice to make a withdrawal from your account.
		If you hold a Fixed Rate Cash ISA with us and you want to take money from your account before the end of the fixed term or you hold a notice account and you want to take money from your account without giving us the required notice, you will be charged an exit fee.
		You can find out more about exit fees in your Product Information.
		If the amount of the exit fee is more than the interest you have earnt, you will have to pay the exit fee from the money you paid into your account. This may mean that you receive back less than the amount you invested.
		Method of withdrawal from your account
		You can withdraw money from your account by:
		· electronic payment to your nominated account
		\cdot in some circumstances, asking us to send you a cheque, or
		• transferring part of your ISA to another provider (see section 19)
		Some accounts have restrictions on making withdrawals from your account. You can find out more about these in your Product Information document.
		Limits can apply that may also restrict how much you can withdraw from your account at any time (for example, a limit per transaction). Any limits we apply will be published on our website www.vanquissavings.co.uk.

		How to take money from your account
		You can contact us to take money out of your account. We'll ask you to verify your
		identity, which you can do by:
		 logging on to Online Banking, giving us details of the withdrawal and any security information we request, and then consenting to the payment, or
		· in some circumstances, calling us to ask us to make a withdrawal
		If you ask to make an electronic payment we will do so to your nominated account. You can manage your nominated account by logging onto Online Banking. If you need help please contact us using the contact details in section 2. Your nominated account must be an account in your name.
		To help prevent financial crime, we may need to make extra checks to make sure it's
		really you who's asking to make a payment. This may delay it, or we may block the payment until we have the information we need.
14.	What is an electronic transfer?	An electronic transfer is an electronic payment – sent to your nominated account or another account held with us.
15.	When can you give us instructions?	You need to give us your instructions before 5pm on a working day. Any instruction received after 5pm on a working day will be processed on the following working day.
16.	What is a working day?	A working day means any day except a Saturday, Sunday, or bank holiday .
17.	When will the money reach the payee account?	Your money will reach the account you're paying by the end of the next working day unless you request a different date.
18.	Can you cancel your instruction to make a	If you have asked to make a withdrawal on a future date, you can cancel it by contacting us via:
	withdrawal if you later	online banking or telephone before 5pm on a working day, or
	change your mind?	· online banking before 4pm on a Saturday, Sunday or Bank Holiday
		We'll treat a request to withdraw funds from your account as a future-dated payment instruction.
		If you request an immediate payment (and if your account terms allow this), you can't cancel the instruction.
19.	How can you transfer your account to another ISA manager?	As long as you give us 15 days' notice to transfer your account to another ISA manager, we will transfer your account, with all rights and obligations of the parties to it by the date you request in accordance with the ISA regulations.
		Once the transfer instruction is received, we will provide the new ISA manager with the funds and information within 5 working days.
		We may transfer your Cash ISA to another ISA manager. If we intend to do this, we will give you at least 30 days' notice.
20.	When may we refuse to	We can stop money being paid into or taken out of your account if:
	carry out your instructions?	 we reasonably think there's fraud or other unlawful things happening on your account
		· these General Terms or the Product Information allow it
		 you haven't given us the information we requested to confirm your identity; address, or source of wealth
		 for any other reason we regard as necessary to meet anti-money laundering, financial crime, sanctions or other legal and regulatory requirements, or
		· it means we may break the law, a regulation, a code or other duty that applies to us
		We can also stop you making a withdrawal if:
		• we think it wasn't you who asked us to make the withdrawal
		your instructions are unclear or incomplete you don't have applied managing your association.
		 you don't have enough money in your account, or we believe it's necessary for your or our protection, for example if we think you may
		be the victim of a fraud or scam
		If we refuse to make a payment, we'll try to tell you in advance (including why we're refusing) unless it would compromise our reasonable security measures or it would be unlawful to do so. If we're unable to tell you or make information available to you in advance, we'll tell you immediately afterwards.

21.	How do you know what your balance is?	You'll be able to check your balance and payments into and out of your account in Vanquis Bank Savings Online Banking or by contacting us, as in section 2, 'How to contact us'. We'll also provide you with a statement annually, and a statement for any month where there's a payment into or out of the account. We'll email you to tell you when a statement is ready to view within Vanquis Bank Savings Online Banking.
		You can also ask us for a statement at any time.
22.	What if there is a mistake with a payment?	It's important that you regularly check your account transactions. This will help you spot any unauthorised transactions as soon as possible.
23.	What should you do if you think money has been taken from your	If you don't recognise a withdrawal on your account, you must tell us within 13 months of the withdrawal date. Please use the details in section 2, 'How to contact us'.
	account without your	We'll investigate and let you know what we find. You may be entitled to a refund.
	permission?	If you are entitled to a refund, we'll make any refund the next working day after you contact us. We'll also give you the interest you should have earned while your money was outside your account. This means you'll have the same amount in your account as if the money had never left it.
		If we ask you to, you must help us with our investigations and with any action we take against whoever withdrew the money without your permission.
		What happens if your payment is made incorrectly?
		Let us know straight away if any of the following things happen:
		· we don't make a payment you ask us to
		· we send more or less money than you asked us to, or
		· we send money to the wrong account
		We'll aim to put things right as soon as possible. If we paid too much, we'll only repay the difference. We'll also pay you any interest that you have not received because of the mistake. We'll refund you as soon as we become aware of the mistake.
		If we're late making a payment, you can ask us to make sure the receiving account provider treats the payment as if it had been made on time.
		If we refund a payment, and we later become aware that you were at fault and not us, we'll deduct the refunded amount from your account.
24.	What happens if you give us the wrong payee details?	If you give us the wrong account details, we may send a payment to the wrong account. If you ask us to, we'll try to help you recover the money. However, we may charge you our reasonable costs for doing so.
25.	When will we refund	If our investigation shows that the money was withdrawn without your permission.
	you?	If any money leaves your account after you told us you were concerned about the security of your account (for example, that someone else may know your online banking password).
		If you can't report your concerns to us because our phone lines are not available, you'll get a full refund.
26.	When may we not refund	If you haven't told us within 13 months of the money leaving your account.
	you?	If you have acted fraudulently.
		If you failed to comply with this agreement either:
		· on purpose, or
		 you didn't take steps to keep your account safe (for example, you didn't stop some one else learning your internet banking security information)
27.	Our liability	We won't be liable for losses you suffer if things go wrong because of events beyond our control. This may be because something happens that we didn't expect. An example is a technical failure in the payment system we use which means we can't complete a transfer in before the end of a tax year, or a situation when we have to follow the law.

28. What changes we can make to these terms?

Changes to interest rates

If you have a Fixed Rate Cash ISA, we can't change the interest rate during the fixed term period.

All other accounts can stay open until you or we close them. Therefore, we offer these accounts with variable interest rates.

A variable rate means we can change it from time to time. We may need to do this if the change is to your benefit, or for any of the following reasons:

- to ensure the rates are consistent with those we offer new customers
- · the Bank of England base rate changes
- to enable us to manage the overall costs of running our business. This is because these costs will vary depending on a range of factors affecting funding costs, liquidity requirements and the cost of capital. For example, we use the money you save with us, together with money we raise from other financial institutions, to lend to customers in the form of credit cards and loans. Therefore, we expect there will be times when we need to change the rate we pay on your savings account to balance against the interest rates we charge for our credit cards and loans as well as what we pay to borrow money, or
- to reflect changes by other providers to rates on similar savings products to attract and retain customers

If we increase the interest rate that applies to your account, we'll make sure you will get the benefit immediately and tell you about it as soon as we can.

If we reduce the interest rate that applies to your account, other than a notice account (i.e. one that requires you to give us notice before making a withdrawal or closing the account), we'll tell you at least 14 days before doing so.

If we reduce the interest rate that applies to a notice account then we will tell you about the change at least 14 days plus the account's notice period before the change takes effect. The additional notice we give you will ensure that you have sufficient time to exercise your rights to close the account (without loss of interest or additional charges) before the reduction in the interest rate comes into effect.

See below "Your options if you're not happy with a change we're making".

Changes to other terms

We may change any of the other terms of this agreement for one or more of the following reasons:

- to reflect improvements in our technology
- to respond to changes in the law, a regulation, a code of conduct or decisions of a court or an Ombudsman
- to respond to changes to regulatory requirements or a code of practice we subscribe to
- to respond to changes in the costs of running our business or the costs of providing existing or new services to you these may include the cost of administration, employment, buildings and technology
- · to make this agreement clearer, fairer or to correct any mistakes
- · if the change is to your benefit, or
- if your account has no fixed end date, we may also need to make changes for other reasons which affect how we run our business and your accounts, but which we have not yet been able to anticipate. If we do, we'll explain the reason to you when we tell you about the change

If we make a change to this agreement (except interest rate changes), we'll give you at least two months' written notice. However, if the change is to your benefit, we'll make the change immediately and tell you about it afterwards.

Your options if you're not happy with a change we're making

If you're unhappy with a change we're making and the change is to your detriment, you can tell us but you may need to close your account. You must tell us before the change comes into force.

For notice accounts where we give you notice in line with the notice period for the account plus at least 14 days, the usual notice period will apply for you to close your account (e.g. for a 90 day notice account you will need to give us 90 days' notice).

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		If we don't hear from you, we'll assume you accept the change.
		If we introduce a new service or feature to your account, we'll send you any new terms that apply before it becomes available.
29.	How can you close your account?	You can cancel your application and close your account without charge within 14 calendar days, starting the day after it was opened. Please tell us using the details in section 2, 'How to contact us'.
		If you don't close your account within the 14-day period, your account will stay open until it's closed by you or us. If your account has a fixed end date, it will stay open until that date.
		You can also close your account at any other time by telling us in Online Banking. If you want to close your Fixed Rate Cash ISA early or withdraw money from your Notice Account without giving us notice you will have to pay an interest penalty which may mean that you receive back less than you invested. In exceptional circumstances we may waive this penalty. Check your Product Information document for more details.
30.	When can we close your	We can close your account straight away if:
	account?	you haven't given us information we requested about your identity, address or source of wealth or funds
		· you become bankrupt
		• we reasonably think there has been fraudulent or illegal activity on your account
		• we think that continuing to provide the account would break the law or regulatory requirements that apply to us
		· you have seriously breached our agreement or breached it repeatedly
		· you have acted in an abusive or threatening manner towards our staff
		· we are legally required to, or
		· you're no longer a UK resident
		Unless you have a Fixed Rate Cash ISA, or in the event of your death (as to which see below), we can close your account for any other reason if we tell you at least two months before we close it.
		After your death, your Cash ISA will become a 'continuing account of a deceased investor' and the exemption from tax in relation to income and gains earned in respect of your Cash ISA shall continue until the earlier of:
		· the completion of the administration of your estate
		· the day falling on the third anniversary of your death, or
		the closure of your account due to all cash deposits and other proceeds being withdrawn
		We will close your account on the date on which it ceases to be a 'continuing account of a deceased investor'.
31	What happens when we close your account?	If we close your account because you have died and your account has ceased to be a 'continuing account of a deceased investor', once we've received confirmation of your death and the necessary legal documents confirming who is legally entitled to give us instructions, we'll pay the funds and any interest to your personal representative.
		If we have been unable to open your ISA because we can't confirm source of wealth or funds, we will return the funds to your nominated account or the ISA Manager we received them from. If we or you close your account for any other reason, we'll pay interest until the date the account is closed. Unless we are prevented from doing so by law (for example in the case of bankruptcy or illegality), we'll send the funds to either another Vanquis Cash ISA, another ISA manager, or your nominated account as instructed by you. In the absence of your instructions we'll send the funds to a Vanquis Easy Access Cash ISA.
32.	When may we move you to a different account?	We may decide to close certain types of account or move your account to a different Cash ISA product. We may do this for one of the reasons stated in section 28 that allow us to change your terms and conditions.
		If we do this, we'll always give you at least 30 days' notice of the change with information and the new terms and conditions. If moving to a different account involves changes to how you can make payments and withdraw funds, we'll give you at least two months' notice. If you don't want to move to the different account, you'll have the right to close your
		account during the notice period.

33.	How may we use money in your account to pay amounts you owe us?	If you owe us money on another account you have with us, we can use the money in your savings account to repay the amount you owe us. This also applies to money you owe any other company in the Vanquis Banking Group. This is known as a right of set-off.
		However, we won't exercise this right if the law or other restrictions prevent us doing so. For example, we won't exercise our right of set-off to use any money that we think you need to meet essential living expenses or certain debts.
		Our right of set-off allows us to take money in your account to pay:
		· a debt only you owe, or
		· a debt that you and someone else owe us together
		We'll tell you at least 14 days before we exercise our right of set-off.
34.	What if there is a problem with the terms of this agreement?	If anything in this agreement is found to be invalid or unenforceable by a court, ombudsman or other competent authority, the rest of it will remain in full force and effect.
35.	About us	We are Vanquis Bank Limited. We are a UK company with company number 02558509. Our registered office is No. 1 Godwin Street, Bradford, West Yorkshire, BD1 2SU. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 221156.
36.	Your personal information	We collect your personal data. Our privacy notice:
		• explains how we use your personal data
		· describes the categories of personal data we process, and
		· describes why we process personal data
		You can read our privacy notice at www.vanquissavings.co.uk/privacy/.
		We may give you the following information as appropriate at each stage in our relationship:
		· details of the personal information we collect from you and third parties
		· what we do with your personal information when managing your account
		· how we make decisions affecting you and your account
		· how we market to you
		· who we share your personal information with
		· how long we keep your personal information
		· your rights regarding your personal information
		Your savings are deposited with us, and your application is processed by our partner Newcastle Strategic Solutions Limited (NSSL) who will administer and maintain your account on our behalf. All information collected by NSSL, including details of your application and any subsequent account, will be shared with us.
		NSSL (registered in England and Wales under company no. 04555739) is a subsidiary of Newcastle Building Society which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 156058). NSSL's registered office is 1 Cobalt Park Way, Wallsend, England, NE28 9EJ.

We can provide these General Terms in larger print, Braille, or audio format on request

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Call:

0191 505 0033*

Lines are open between 9am to 5pm Monday to Friday (excluding UK bank holidays)



Email us:

customerservice@vanquissavings.co.uk**



Write to us:

Vanquis Bank Savings, Freepost RSGY-CKJA-BKCS, PO Box 1279, Newcastle upon Tyne, NE99 5BR



Or visit us online:

www.vanquissavings.co.uk

- Please note that we may record telephone calls for training, security and monitoring purposes
- ** We will respond to your emails within 2 business days

Vanquis Bank Savings is issued by Vanquis Bank Limited registered in England & Wales with company number 02558509, with its registered office at No. 1 Godwin Street, Bradford, West Yorkshire, United Kingdom, BD1 2SU. Vanquis Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is entered in the Financial Services Register under number 221156.