

For Bank Use Only - Details of your new Cash ISA

Sort code	05-	Account number	
In the name of		Opening Deposit	£
Contact Name		Contact Number	

The Financial Services Authority is the independent financial services regulator. It requires us, Yorkshire Bank, to give you this important information to help you decide whether our Yorkshire Bank Cash ISA is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

If there is anything that you do not understand, or if you would like further information on any aspect of this brochure, please telephone our Customer Service Centre on 08457 365365 or call into your local branch.

What is an ISA?

Individual Savings Accounts (ISAs) allow your savings to grow tax efficiently through a wide range of investments to suit different needs. ISAs have two separate options. These are:

- Cash
- Stocks and Shares

You have the opportunity to choose from these options and invest in each up to the following limits:

If you are 18 years or over, you have an annual ISA investment allowance of £7,200.

If you are 16 years or over but under 18 years, you have an annual ISA investment allowance of £3,600.

Cash ISA.

For investors 18 years and over, you may contribute to one Cash ISA and one Stocks and Shares ISA in any Tax Year.

You can credit up to a total of £7,200 each Tax Year, subject to the following limits for the individual options:

Cash £3,600

Stocks and Shares £7,200

For example, you could credit £3,600 in the Cash option and £3,600 in the Stocks and Shares option, or you could save the whole £7,200 in Stocks and Shares. Each Tax Year, you can hold two ISAs, one for Cash and one for Stocks and Shares. Each ISA may be held with a different ISA Manager. This allows you to choose up to two different ISA Managers if you so wish.

The Yorkshire Bank Cash ISAs

We offer the opportunity to save into one of two Cash ISAs:

Cash ISA - This is a standard Cash ISA account where you have immediate access to your money, without charge.

Cash ISA - 40 Day Notice - This is a Cash ISA account where to withdraw money without incurring a charge you must provide us with a minimum of 40 days notice.

Please note if you do not give 40 days notice you will be charged an equivalent of either 40 days gross interest (which would have been earned on the entire balance of the Cash ISA - 40 Day Notice on the withdrawal date), or a minimum charge of £30, whichever is greater. Following any withdrawal without notice, you will no longer be entitled to a Cash ISA - 40 Day Notice account and your Cash ISA - 40 Day Notice account will switch to a Cash ISA account.

This document explains the key features of the above Yorkshire Bank Cash ISAs.

Please ask if you require further information about a Stocks and Shares ISA.

It's aim.

The Yorkshire Bank Cash ISAs help to maximise your tax efficient savings both in the short and medium term through secure cash deposits.

Your investment.

The Yorkshire Bank Cash ISAs allow you to invest up to £3,600 each Tax Year.

You may agree to invest a lump sum or regular saving, by cash, cheque, Direct Debit, standing order or credit transfer. Currently, the minimum lump sum investment is £10 for a Cash ISA and £500 for a Cash ISA – 40 Day Notice.

Risks.

- The rate of interest is variable on a Cash ISA and Cash ISA - 40 Day Notice and may change in the future
- Tax regulations and the subscription limits may change in the future, including the favourable treatment of ISAs

Can I invest in an ISA?

To invest in one of our ISAs, you must be aged 16 years or over and be resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or married to, or in a civil partnership with, a person who performs such duties. You will inform Yorkshire Bank if you cease to be so resident and ordinarily resident or to perform such duties or to be married to, or in a civil partnership with, a person who performs such duties.

How do the Yorkshire Bank Cash ISAs work?

- Your ISA is opened upon receipt by Yorkshire Bank of your fully completed Application Form and payment
- Your savings will be held in a deposit account with Yorkshire Bank. Cheques must be made payable to Yorkshire Bank
- The Bank's interest rate leaflet provides information on current interest rates and is an integral part of this brochure. If you are not provided with one, please ask in the branch for a copy
- The interest earned is free of tax
- You may access your money, in accordance with the Terms and Conditions of your Cash ISA, during business hours (see 'Can I make withdrawals?')

Can I vary my regular savings?

You may increase or decrease your regular monthly savings at any time without charge. You may increase your monthly savings by a minimum of currently, £10 but you may not decrease them to a level below the minimum allowed at that time (currently £10).

You may also stop your savings, and restart them, at any time, without penalty.

For monthly savings, we must receive your instructions at least 3 business days before the date the next payment is due in order to stop any Direct Debit or standing order from your account. If your instructions are received after this, we will return your payment to you by cheque.

Can I make additional investments?

You may make additional investments at any time through the branch, telephone or internet banking, subject to the annual Cash ISA limits.

Currently the minimum additional investment you may make is £10.

Can I make withdrawals?

Cash ISA - You may make a withdrawal from your ISA, in whole or in part, at any time. You can make a withdrawal through the branch, telephone or internet banking. You can also request a withdrawal by writing to the Cash ISA Team, Account Management Service, Bering House, Mariner Court, Clydebank Business Park, Clydebank, G81 2NR.

Cash ISA - 40 Day Notice - You may make a withdrawal from your ISA, in whole or in part, by giving 40 days notice. You can make a withdrawal through the branch or you can request a withdrawal by writing to the Cash ISA Team, Account Management Service, Bering House, Mariner Court, Clydebank Business Park, Clydebank, G81 2NR.

Withdrawals without 40 days notice will be subject to a charge and the account switched into a Cash ISA.

You may make credits up to the annual Cash ISA limits to your account in any one Tax Year.

If you withdraw cash from your account, you can not top up the account again if you have already made credits to the value of £3,600. Please note that taking money out of your ISA will reduce the balance of your ISA and therefore reduce the tax savings you would be entitled to at the end of the Tax Year.

Can I transfer my existing Cash ISA to Yorkshire Bank?

Yes. You may transfer your existing Cash ISA without changing the tax status. To transfer your existing Cash ISA to Yorkshire Bank please either visit your local branch, call our Customer Service Centre on 08457 365365 who will provide you with a Transfer Authority Form or visit www.yonline.co.uk to download the Transfer Authority Form. Once this is complete please send it to us at: Cash ISA Team, Account Management Service, Bering House, Mariner Court, Clydebank Business Park, Clydebank, G81 2NR.

You should be aware that you may incur an exit charge or penalties from your existing provider that could reduce your transfer value.

Can I transfer my Yorkshire Bank Cash ISA to another ISA Manager?

Yes. You may, by written instruction, transfer the entire amount of the current year's subscriptions and the entire amount or part of a previous year's subscriptions of your Yorkshire Bank Cash ISA to any other ISA Manager at any time without loss of tax relief under current ISA rules. A Cash ISA - 40 Day Notice will require a 40 day notice period without incurring a charge.

Can I transfer between my Cash ISA and Stocks and Shares ISA?

You can transfer some or all of the money you have saved in previous Tax Years from your Cash ISA to a Stocks and Shares ISA without affecting your annual ISA investment allowances. You can also transfer the whole amount you have saved in your Cash ISA (up to the date of the transfer) during the current Tax Year to a Stocks and Shares ISA. Once you transfer the money saved in the current Tax Year from your Cash ISA to a Stocks and Shares ISA, that money is treated as if it had been invested directly into your Stocks and Shares ISA in that Tax Year.

This means that you can still save up to the full remaining balance of your £7,200 annual ISA investment allowance in ISAs in that Tax Year, including up to £3,600 in your Cash ISA. You are not able to transfer from your Stocks and Shares ISA to your Cash ISA.

Example.

You save £2,000 in your Cash ISA at the beginning of a Tax Year. You could transfer the whole £2,000 to your Stocks and Shares ISA. You could then still save up to another £5,200 into your ISAs - either all in your Stocks and Shares ISA, or also using up to your available £3,600 Cash ISA limit.

Can the tax benefits of my ISA be lost?

Yes. The tax benefits will be lost:

- on your death; or
- on notification by HM Revenue & Customs that your ISA is void; or
- on us giving reasonable notice to you that your ISA will be closed or
- on us receiving written notice that a court has appointed a trustee or custodian of your assets

In the event of one of the above, your investment will remain in the account until we receive instructions from you or your representative.

Further information

Cancellation rights.

After your application has been accepted, you will then have 14 days in which you can cancel the agreement. If you wish to cancel you should advise through the branch, our Customer Service Centre or in writing to the Cash ISA Team on or before the 14th day (not including public holidays) after the day on which your account is opened. Your right to cancel this agreement will not be affected if circumstances beyond your control prevent you from returning your cancellation notice within the 14 days. If you cancel, you are entitled to have any money you have paid us plus any interest on these funds repaid to you in full. If you exercise your cancellation rights, you will be free to subscribe to another ISA in the same Tax Year in which the cancellation is effected.

Charges.

Charges apply to a Cash ISA - 40 Day Notice for withdrawals without notice and or early closure.

Tax.

The income and gains generated by Cash ISA investments are exempt from UK Income and Capital Gains Tax. You do not need to declare the details of your ISA in your tax return. Information provided in this document is based on our understanding and interpretation of current tax legislation and HM Revenue & Customs practice, both of which may change in the future.

Law.

In the event of a legal dispute, the law of England and Wales will apply.

The ISA Manager.

The Cash ISA is managed by Yorkshire Bank a trading name of Clydesdale Bank PLC. The address of the Head Office is 30 St Vincent Place, Glasgow, G1 2HL. The address of the Cash ISA Administration Office is: Cash ISA Team, Account Management Services, Bering House, Mariner Court, Clydebank Business Park, Clydebank, G81 2NR.

Good banking.

We are fully committed to the aims of the Banking Code whose governing principles are to treat customers fairly and reasonably, to help customers understand how their accounts operate and give them a better understanding of banking services and to maintain confidence in the security and integrity of banks. Copies of the Code entitled "The Banking Code" are available on request at any Yorkshire Bank branch and on our website.

Complaints.

If you make a complaint we will provide you with a copy of our internal complaint handling procedures. These can also be found on our website: www.ybonline.co.uk. If you have a complaint please contact your local branch or alternatively contact our Customer Engagement team by telephone on 0845 602 5410 or in writing to: Customer Engagement, Yorkshire Bank, 40 St Vincent Place, Glasgow, G1 2HL.

Financial Services Compensation Scheme.

Yorkshire Bank is a trading name of Clydesdale Bank PLC which is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £50,000 of a depositor's total credit balances with the Bank. Further details of the scheme are available from us on request or from the Financial Services Compensation Scheme: www.fscs.org.uk or Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Language.

The agreement is written and available only in English and we undertake to communicate to you in English when communicating with you regarding the account.

Further details.

This section is a brief guide to the Key Features of the Yorkshire Bank Cash ISA. Further details are contained within the Terms and Conditions overleaf. If you are in any doubt about the suitability of the Yorkshire Bank Cash ISA for you, you should contact your branch or our Customer Service Centre on 08457 365365.

Terms and Conditions

Cash ISA.
Cash ISA - 40 Day Notice.

An Individual Savings Account (ISA) is a scheme of investment to which an individual who is a Qualifying Individual may subscribe.

The Terms and Conditions on which Yorkshire Bank offers the Yorkshire Bank Cash ISAs are set out below. Should you find anything in them which you do not understand, then please contact your branch or our Customer Service Centre on 08457 365365.

1. Definitions.

In these Conditions:

"Account Holder" "you", "your", "yours" means an individual who has opened a Yorkshire Bank Cash ISA under the ISA Terms and Conditions.

"Application Form" means the application form accompanying the ISA Terms and Conditions or an application form completed over the telephone by phoning 0800 587 5000.

"Business Day" means any day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business.

"Cash Account" means the deposit account in your name held with the Yorkshire Bank and into which your subscriptions to the Yorkshire Bank Cash ISA are paid.

"Cash ISA" means a Cash ISA provided by Yorkshire Bank in accordance with the ISA Terms and Conditions.

"FSA" means Financial Services Authority.

"ISA" means Individual Savings Account.

"ISA Manager" means Yorkshire Bank or any company to which the ISA Manager transfers the Yorkshire Bank Cash ISA in accordance with Clause 10 below.

"ISA Terms and Conditions" means these terms and conditions as the same may be varied from time to time in accordance with Clause 15 below.

"Nominated Account" means the bank or building society account in your name the details of which have been supplied by you on the Application Form or subsequently notified to the ISA Manager.

"Qualifying Individual" means an individual:

- (i) who is 16 years of age or over for a cash ISA; and
- (ii) who has not subscribed to any other cash ISA for the Tax Year (acknowledging that any current transfers from a cash ISA to a Stocks and Shares ISA have the effect of the original cash subscription no longer counting as a cash ISA subscription but instead as a subscription to a stocks and shares ISA) or any of the Tax Years for, or in respect of which, the individual subscribes to the Yorkshire Bank Cash ISA; and
- (iii) who is a resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or married to, or in a civil partnership with, a person who performs such duties. You will inform Yorkshire Bank if you cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

"Tax Year" means a year beginning on 6th April in any year and finishing on 5th April the following year.

"Treasury Regulations" means the Individual Savings Account Regulations 1998 as amended, substituted or replaced from time to time. References to any statutory provision or to regulations made there under include any modification or re-enactment thereof.

"Tariff" means the Yorkshire Bank Savings Account Tariff for personal customers. Copies of the up-to-date Tariff are available in all our branches.

"Telephone/Internet Banking Services" means the service we offer customers to provide 24 hour telephone banking or, as the case may be, transactional internet banking.

"Yorkshire Bank", "we", "us", "our", means Yorkshire Bank, a trading name of Clydesdale Bank PLC, whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL.

"Yorkshire Bank Cash ISA(s)" means a Cash ISA or Cash ISA - 40 Day Notice as appropriate, established under these ISA Terms and Conditions and includes any sums on deposit in the Cash Account together with any accrued interest.

"Cash ISA - 40 Day Notice" means a Cash ISA provided by Yorkshire Bank in accordance with the ISA Terms and Conditions in which 40 days notice is required to make a withdrawal without a charge being incurred.

2. Introduction.

- (i) The ISA Manager is authorised and regulated by the Financial Services Authority.
- (ii) The ISA Manager will make claims, conduct appeals and agree on behalf of the Account Holder liabilities for and refunds from tax in respect of the Yorkshire Bank Cash ISAs.
- (iii) The Yorkshire Bank Cash ISAs must comply at all times with the Treasury Regulations. The ISA Terms and Conditions do not explain every requirement of the Treasury Regulations. The ISA Manager will provide HM Revenue & Customs with all the relevant particulars of the Yorkshire Bank Cash ISA which HM Revenue & Customs may reasonably request.
- (iv) The ISA Manager may delegate any of its functions and responsibilities under the terms of its appointment to another person, and may provide information about the Account Holder and the Yorkshire Bank Cash ISA to any such person, provided that the ISA Manager has satisfied itself that such a person is competent to carry out those functions and responsibilities.

3. Applications.

- (i) In order to open a Yorkshire Bank Cash ISA, you must be a Qualifying Individual and the ISA Manager must be in receipt of an Application Form duly completed by you.
- (ii) The ISA Manager may accept applications completed by and act on instructions received from, someone holding a Power of Attorney.
- (iii) This agreement constituted by a duly completed Application Form and the ISA Terms and Conditions will come into effect once the application has been received and accepted by the ISA Manager. However, your Yorkshire Bank Cash ISA will not be opened until the ISA Manager has received your first subscription to your Yorkshire Bank Cash ISA.
- (iv) The Yorkshire Bank Cash ISA is governed by the ISA Terms and Conditions as the same may be varied in accordance with Clause 15 below.
- (v) The ISA Manager reserves the right to refuse an application for a Yorkshire Bank Cash ISA without stating any reason.

4. Subscriptions.

- (i) You must be a Qualifying Individual and must subscribe to the Yorkshire Bank Cash ISA with your own cash.
- (ii) You may not subscribe to the Yorkshire Bank Cash ISA otherwise than by means of a sum or sums paid directly to the Yorkshire Bank.
- (iii) You may subscribe to your Yorkshire Bank Cash ISA in Tax Years following that in which it is opened in accordance with any requirements of the Treasury Regulations.
- (iv) You can pay into the Cash Account at any branch of Yorkshire Bank, by post and by telephone or internet banking subject to the appropriate investment limits.
- (v) The minimum deposit required to open and maintain a Cash ISA is £10.
- (vi) The minimum deposit required to open and maintain a Cash ISA - 40 Day Notice is £500.
- (vii) You can pay into the Yorkshire Bank Cash ISA by making regular monthly savings at any branch, by post, by Direct Debit, by standing order and by telephone or internet banking. The minimum monthly saving is £10.
- (viii) Credits received after 4.00pm on a day of late opening or at weekends will be credited on the following Business Day.
- (ix) Any cheque paid into the Cash Account which is subsequently returned unpaid will be debited to the Cash Account along with any interest paid on it.

- (x) Total subscriptions to the Yorkshire Bank Cash ISA during a Tax Year may not exceed the annual subscription limit. Any amounts received by the ISA Manager in excess of the subscription limit will be returned to you.
- (xi) If at any time you cease to be a Qualifying Individual, the Yorkshire Bank Cash ISA will continue to be exempt from tax in accordance with Treasury Regulations, however no further subscriptions can be made to the Yorkshire Bank Cash ISA until you are a Qualifying Individual.

5. Withdrawals

Terms applicable to a Cash ISA only:

- (i) You may make a withdrawal from your Cash ISA, in whole or in part, at any time. Withdrawals from your Cash ISA can be made through the branch, telephone or internet banking. You can request a withdrawal of any amount up to the cleared balance in your Cash Account by writing to the Cash ISA Team. We can either send you a cheque, or transfer the funds to your Nominated Account provided such an Account can accept transfers.

Terms applicable to a Cash ISA - 40 Day Notice only:

- (ii) Withdrawals from your Cash ISA - 40 Day Notice can be made through the branch. Subject to the terms below, you can request a withdrawal of any amount up to the cleared balance in your Cash Account by writing to the Cash ISA Team. We can either send you a cheque, or transfer the funds to your Nominated Account provided such an Account can accept transfers.
- (iii) For charge-free withdrawals, you must give us 40 days notice to make a withdrawal from your Cash ISA - 40 Day Notice.
- (iv) Withdrawals made without giving 40 days notice will be subject to the following terms:
 - (a) A charge will be made that is equivalent to either 40 days gross interest (which would have been earned on the entire balance of the Cash ISA - 40 Day Notice on the withdrawal date), or a minimum charge of £30, whichever is greater.
 - (b) The charge will be deducted first from any accrued interest, but where there is insufficient accrued interest to meet the charge in full, any additional sum will be deducted from the capital in your Cash ISA - 40 Day Notice account.
 - (c) Following any withdrawal without notice, you will no longer be entitled to a Cash ISA - 40 Day Notice account. Your Cash ISA - 40 Day Notice account will switch to a Cash ISA account and the terms and conditions of the Cash ISA will then apply to your account, unless you have opted to close your account.
- (v) if and during any period when the balance of your Cash ISA - 40 Day Notice falls below £500, we may at our discretion either pay a rate of interest below the prevailing rate for the Cash ISA - 40 Day Notice or not pay any interest on the Cash ISA - 40 Day Notice.

6. Interest

- (i) Interest is calculated daily on the cleared balance in the Cash Account on that day and is credited to the Cash Account once a year on the 31st December, on the first Business Day thereafter, or on account closure.
- (ii) Interest on cheques will be calculated from the second Business Day after the day on which the cheque is paid in.
- (iii) The rates of interest payable on the Cash Account may be varied by Yorkshire Bank from time to time (without prior notice). Changes in interest rates will be published by notices in Yorkshire Bank branches and advertisements in the following newspapers: The Daily Mail and Yorkshire Post. Information as to current interest rates for the Yorkshire Bank Cash ISAs is published in the Tariff and may be obtained from any Yorkshire Bank branch.

7. Cancellation.

- (i) You can withdraw your application for a Yorkshire Bank Cash ISA by writing to the ISA Manager at any time before your first subscription is made.
- (ii) In addition, you may cancel your application for a Yorkshire Bank Cash ISA on or before the 14th day after your ISA is opened. If you exercise your cancellation rights, you will be free to subscribe to another ISA in the same Tax Year in which the cancellation is effected.

8. Statements

The ISA Manager will prepare and despatch to you annually in January, a statement for the Cash Account, noting the balance in your account as at 31st December. Statements are available from the ISA Manager on request.

9. Voiding and Repair.

The ISA Manager will notify you if, by reason of any failure to satisfy the provisions of the Treasury Regulations, the Yorkshire Bank Cash ISA has or will become void or be repaired.

10. Transfer of ISAs and Assignment.

- (i) Subject to Treasury Regulations you may at any time by instruction to the ISA Manager direct the ISA Manager to transfer the entire amount of the current year's subscriptions and the entire amount or part of a previous year's subscriptions of the Yorkshire Bank Cash ISA to another cash or stocks and shares ISA Manager who fulfils the conditions in the Treasury Regulations within such time as shall be agreed with the ISA Manager, provided that the new ISA Manager agrees to accept the transfer and is approved by the Board of HM Revenue & Customs, to act as an ISA Manager.
- (ii) On the instruction of the investor and within the time stipulated by the investor, which can be between 5 days and no more than 30 days, an ISA or part of an ISA shall be transferred to another ISA Manager.
- (iii) On the instruction of the investor, and within the time stipulated by the investor which can be between 5 days and no more than 30 days, all or part of the investments held in the ISA and proceeds arising from those investments shall be transferred or paid to the investor.
- (iv) The ISA Manager's responsibility is discharged when the ISA is transferred to the new ISA Manager.
- (v) Your Yorkshire Bank Cash ISA may not be assigned by you to any other person.
- (vi) The ISA Manager may appoint in its place any company (which has received approval from the Board of HM Revenue & Customs to act as an ISA Manager) as manager of your Yorkshire Bank Cash ISA at any time (including without limitation, prior to the Yorkshire Bank Cash ISA being opened) and shall then transfer all benefits, duties and obligations under the ISA Terms and Conditions to that appointee. Where required by the Treasury Regulations the ISA Manager will give you notice of the transfer.
- (vii) ISA investments remain in the beneficial ownership of the investor and must not be used as security for a loan.

Terms applicable to a Cash ISA - 40 Day Notice only:

- (viii) If you wish to close or transfer your Account to another ISA provider, you must provide us with 40 days notice. Transfers instructed without giving 40 days notice will be subject to the following terms:
 - (a) A charge will be made that is equivalent to either 40 days gross interest (which would have been earned on the entire balance of the Cash ISA - 40 Day Notice on the withdrawal date), or a minimum charge of £30, whichever is greater.
 - (b) The charge will be deducted first from any accrued interest, but where there is insufficient accrued interest to meet the charge in full, any additional sum will be deducted from the capital in your Cash ISA - 40 Day Notice account.
 - (c) If following a transfer, a balance remains in your Cash ISA - 40 Day Notice, you will no longer be entitled to continue to a Cash ISA - 40 Day Notice account. Your Cash ISA - 40 Day Notice account will switch to a Cash ISA account and the terms and conditions of the Cash ISA will then apply to your account, unless you have opted to close your account.

11. Closure of an ISA.

- (i) The Yorkshire Bank Cash ISA will be closed:
 - a) on the ISA Manager receiving written instructions from you to that effect;
 - b) on the ISA Manager receiving written notice of your death or that a court has appointed a trustee or custodian of your assets;
 - c) by the ISA Manager on notification by HM Revenue & Customs that the

Yorkshire Bank Cash ISA is void; or d) by the ISA Manager by giving you reasonable notice to that effect.

- (ii) The Yorkshire Bank Cash ISA will close without prejudice to the completion of any transactions already initiated. The ISA Terms and Conditions will apply until all outstanding transactions have been performed and liabilities have been discharged.
- (iii) On the closure of the Yorkshire Bank Cash ISA, the funds in the Cash Account, together with any accrued interest will remain in the Cash Account (but without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager in accordance with Clause 5 above. The ISA Manager may deduct from the amount of any payment or transfer a sum determined by the ISA Manager to represent any tax liabilities of the Account Holder in connection with the Yorkshire Bank Cash ISA for which the ISA Manager is or may be accountable under the Treasury Regulations.

12. Death.

The tax benefits of an ISA will cease from the date of your death. The funds in the Cash Account together with any accrued interest will remain in the Cash Account (but without the tax benefits of an ISA) until notification of withdrawal is received by the ISA Manager from your personal legal representatives. Subject to such formalities as the ISA Manager may specify, the ISA Manager will pay the funds in the Cash Account together with any accrued interest to or to the order of your personal legal representatives.

13. Changes to information previously provided.

- (i) You will notify the ISA Manager in writing and without delay of any change to the information previously provided on the Application Form or otherwise, and will supply the ISA Manager with all the information which the ISA Manager reasonably requests for the purposes of carrying out its obligations in respect of the Yorkshire Bank Cash ISA.
- (ii) You will immediately inform the ISA Manager in writing if you cease to be a Qualifying Individual.

14. Instructions and Requests.

- (i) Instructions, notices and requests made by you to the ISA Manager must be given in writing. The ISA Manager will comply with your written requests except where the ISA Manager believes that such compliance may be impracticable or might contravene the ISA Terms and Conditions or any applicable law, rule or regulation.
- (ii) Where subscriptions are made to the Yorkshire Bank Cash ISA by Direct Debit or standing order any written instructions to the ISA Manager to close or transfer your Yorkshire Bank Cash ISA or to stop payments under the Direct Debit or standing order instruction must be received by the ISA Manager not less than 3 Business Days before the date of the next payment in order to ensure that those instructions are implemented before the next payment is debited. Any payment debited following receipt of instructions within that 3 day period will be returned to you without interest by the ISA Manager.

15. Variation or Amendment of the Terms and Conditions.

- (i) The ISA Manager may change the ISA Terms and Conditions without notice to the extent necessary to enable the ISA Manager to comply with the Treasury Regulations. Such changes will take effect as soon as the related changes to the Treasury Regulations become law. Where transitional regulations are involved, the ISA Manager has the right to decide when the changes will have been deemed to have been incorporated into the ISA Terms and Conditions. The ISA Manager will inform you of all such changes, and the date from which they have taken or will take effect, as soon as is practicable.
- (ii) The ISA Terms and Conditions may be otherwise varied or amended from time to time by the ISA Manager giving 30 days' advance notice in writing of such variation or amendment to Account Holders.

16. Governing Law and Regulations.

The ISA Terms and Conditions and the relationship between you and the ISA Manager will be governed by and construed in accordance with the laws of England and Wales. The ISA Terms and Conditions are based on the ISA Manager's understanding of current law and the Treasury Regulations and may be subject to change in the future.

17. Complaints.

If you make a complaint we will provide you with a copy of our internal complaint handling procedures. These can also be found on our website: www.ybonline.co.uk. If you have a complaint please contact your local branch or alternatively contact our Customer Engagement Team by telephone on 0845 602 5410 or in writing to: Customer Engagement, Yorkshire Bank, 40 St Vincent Place, Glasgow, G1 2HL.

18. Telephone Calls and Security.

We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime.

19. Financial Services Compensation Scheme.

Yorkshire Bank is a trading name of Clydesdale Bank PLC, which is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £50,000 of a depositor's total credit balances with the bank. Further details of the scheme are available from us on request or from the Financial Services Compensation Scheme: www.fscs.org.uk or Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London, E1 8BN.

This leaflet is available in large print, Braille and audio. Please speak to a member of staff for details.

www.ybonline.co.uk

Yorkshire Bank is a trading name of Clydesdale Bank PLC, which is authorised and regulated by the Financial Services Authority, No. 121873. Clydesdale Bank PLC. Registered in Scotland (No. SC001111). Registered Office: 30 St Vincent Place, Glasgow, G1 2HL.