

Some changes to our terms and conditions

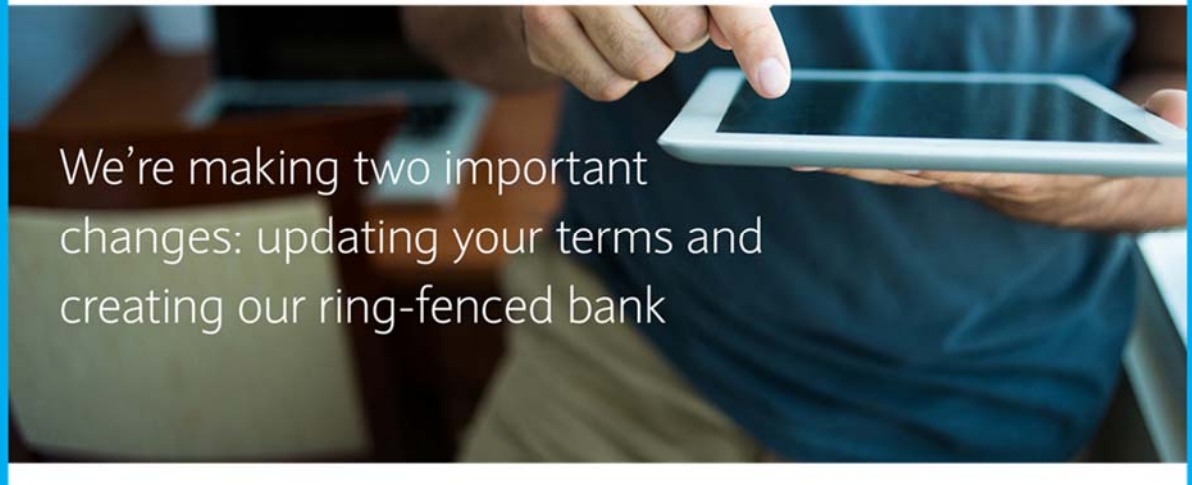
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Personal Banking



Dear Mr Moss

We're writing to let you know about some changes we're making to the terms and conditions between you and Barclays, and notify you of proposed changes to the Barclays Group structure due to ring-fencing.

Click here or scroll to read about

1. The changes to your terms and conditions.
2. We're changing the structure of the Barclays Group due to ring-fencing
3. A summary of changes to your terms and conditions

Any questions?

See the revised 'Barclays and you' booklet ▶

1. The changes to your terms and conditions

The terms and conditions we're making changes to include:

- [Barclays and You](#) – also known as the Retail Customer Agreement
- [Our Bank Charges Explained](#) – also known as the Barclays Tariff for Personal Customers.

Why are we making changes?

From time to time, we need to update our agreement to reflect changes in banking legislation, new technological developments, and changes to the way we use information. One example is the introduction of a number of new laws which are known as 'Open Banking'. This will enable you to share your data and make payments through third parties.

Because of these developments we need to change our agreements with you so that you're able to do this. We're also taking this opportunity to make some of the wording in our agreements clearer. You'll find a summary of all the changes at the end of this email.

The updated 'Barclays and you' with all the changes will come into effect on **13 January 2018**, and you'll be able to get a copy of the revised version at any branch from that date. You can also get a full copy online at barclays.co.uk/rca from **01 November 2017**.

We hope that you'll be happy with the changes. But if not, you can close your account at any time without charge. If you don't do this before **13 January 2018**, we'll assume that you accept the changes.

Open Banking – new services are coming soon

Open Banking will enable you to share your bank account data with other companies if you give permission. This means you will be able to see multiple bank accounts and transactions in one place (for example on your Barclays Mobile Banking) even if they're from different banks. You will also be able to allow other companies to give payment instructions from your account. If you don't want to use these new services, you won't notice any differences in the way you bank, as you will always have to provide permission for the new services.

Sharing your data safely when Open Banking comes

If you do decide to use these new services, you'll be choosing to share data with other companies and letting them access your account information. So, before using Open Banking services, it's important that you know what information you're sharing, and the best way to safeguard it. You should always try to use the most secure way when sharing your bank account data with another company outside your bank. There are two ways you can share data to use Open Banking services:

The safest way is to create a secure connection. Many banks and other companies will use APIs (Application Programming Interfaces). This is a secure way of moving data between the bank and another company. You will know when an API is used as you will be asked to confirm, through online or mobile banking, that you are happy to proceed. There will be no need for you to share any of your login details or bank information with other companies and, most importantly, you can stop access at any time.

An alternative option, is to share your bank account login details directly. This is where any company can request your personal login details. If you give them your login details the company will then log into your bank account as if they were you in order to use your data. This may mean that the company can access a wider range of information than just your transaction history or account details and the only way to be certain you have cancelled the permission you have given them is to change your password or security details with your bank.

Legal and regulatory changes coming later in 2018 - new rights regarding your information

In May 2018, a new law relating to the use of information we hold about you and how we use your information to manage your account will come into effect. At that time, the Retail Customer Agreement will be amended to

provide you with additional details about how we use your personal information. This will include the legal grounds for using your information, and the new and strengthened rights that you will have.

2. We're changing the structure of the Barclays Group due to ring-fencing

'Ring-fencing' of day-to-day banking services is one of the reforms brought in by the UK government, aiming to strengthen the UK financial system following the financial crisis that began in 2008. Barclays will satisfy this requirement by setting up a new 'ring-fenced' bank in the first half of 2018, which will be separate from Barclays Bank PLC. The two entities will operate alongside, but independently from, one another as part of the Barclays Group under the listed entity, Barclays PLC.

How the change will happen: You do not need to take any action for the change to take place. We are seeking approval from the Prudential Regulation Authority and the High Court of England and Wales (the 'Court') to complete the restructure using a legal process called a Ring-Fencing Transfer Scheme (the 'Scheme') under Part VII of the Financial Services and Markets Act 2000. A hearing is scheduled in November 2017 for the Court to initiate the process to consider and approve the Scheme. Subject to approval, we expect to implement the restructure in the first half of 2018, well ahead of the **1 January 2019** legislative deadline.

How this change will affect you: Personal and business customers will be moving to our ring-fenced bank. They will mostly continue to have access to the same products and services they have now, and will be able to keep banking the way they're used to. To find out more about these changes please refer to the link below.

Ways to make sure your views are considered at Court: For further details, including key Court dates and guidance on how to participate in the process, please contact us via your usual point of contact at Barclays or refer to our website [home.Barclays/ring-fencing-explained](https://www.barclays.com/home/Barclays/ring-fencing-explained)

3. A summary of the changes to your terms and conditions

Changes to how we communicate with you

How we contact you if we suspect your account has been compromised, and when we send you statements.

- We have clarified that in the event of suspected or actual fraud or security threats to your account, we will use SMS, telephone, post or another secure procedure to contact you. You'll also be asked to verify your identity for security purposes.
- We have also confirmed your new rights concerning the delivery of regular statements.

Changes to how we use the data we hold about you

How we share information with third parties is changing to allow you to use Open Banking services.

- We have confirmed that we will hold and use information which you voluntarily share with us for the purposes of providing you with payment initiation services and account information services (these are services that will become available with Open Banking). Payment initiation services are services that allow you to instruct payments to be made from your account by a third party and account information services are services that allow you to see your accounts with different providers in one place.
- If you, or someone with authority over your account, asks us to share your information with third parties, we're happy to do so, but it's important you know that we, as your bank, will have no control over how that information is used. You will need to agree the scope of use directly with the third party.

- We're also making it clear that for any information you give us to share that is not about you – for example, if it's about a joint account holder – we will expect you to have informed the other person or people and got their permission. We may check with them to confirm this.
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Changes to how we use information to process payments

Your consent to us using your data.

- You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).
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Changes to your security settings

You can share your details with others, if you do so with care.

- You can provide your security details to companies that require your security information to provide account information services and payment initiation services, but must not share them with anybody else. You should always consider the implications of sharing your security credentials and your personal information.
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Changes to how we receive instructions

We'll be able to take instructions from third parties on your behalf, if we think they're genuine.

- We've made it clear in the agreement that you can authorise a third party to give instructions on your behalf.
 - We have also clarified that you can give us instructions through a payment initiation service provider and/or an account information service provider but we can refuse to act on such instructions if we're concerned about fraud or unauthorised access. If we are concerned, we'll contact you as soon as possible (or in advance if we can) to explain why we have refused to act on an instruction, unless notification would break the law or we have security reasons to do so.
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Clarifications and changes to the way we process your instructions

We've made it clearer which kinds of payments we can process at weekends and bank holidays (Faster Payments online, weekend-opening branches, and electronic payments). There's a new faster process for cheques, too.

- We have clarified how long it will take us to process your request when we receive your payment instructions.
- If we receive your instruction to make a payment on a working day (generally Monday to Friday, except public holidays), we will process your instruction on the same day unless it is received after the relevant deadline for accepting new instructions, in which case we will process it on the next working day.
- If we receive your payment instruction on a public holiday or at the weekend, we will usually process your instruction on the next working day. However, we've also made it clear that Faster Payments, or when you are paying in cash at a branch which is open at the weekend, will be processed on the same day.
- The deadlines for accepting new instructions each day do not apply to incoming electronic payments. We will credit the money to your account as soon as we receive it in the UK and those payments will appear in your account and be available to use on the same day.

- The law relating to the processing of cheques has changed. Once we implement the new faster clearing process for cheques and you pay cheques in using this process, the money will be paid into your account before midnight the next working day (Monday to Friday, except public holidays) at the latest.
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Clarifications and changes to what happens if there is a mistake

We've made it clearer what happens if you misdirect a payment, or we do, to help you reclaim the money.

- We have made it clear what will happen if there is a mistake during a payment transaction.
 - If money is paid into your account by mistake, we've made it clear that we can provide sufficient details about you and the incorrect payment to the bank which sent the payment to enable them to recover the funds.
 - If you make a payment by mistake or to the wrong person and we are unable to get the money back, you can request the relevant information we have regarding the transaction to help you to reclaim payment of the funds. For legal reasons, we are obliged to provide this information on receipt of a written request, except where the law prevents us from doing so.
 - If we make a payment to an account at another bank and the bank does not receive it, we will refund you as soon as we can, unless the payment instructions were incorrect. We have clarified that this includes, where applicable, refunding any charges you've paid and making sure that any interest we pay/refund dates back to the date the relevant amount was taken from your account.
 - If something goes wrong during a payment transaction, we have made it clear that you should also let us know even if a payment initiation service provider is involved in making the payment.
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Changes to what happens if payments are late

We've made it clearer how we help or refund you if payments to or from your account arrive later than they should.

- If you ask us to make a payment to someone and they receive it later than we said, you can ask us to ask the other bank to correct the amount of interest on the account. This means that the person receiving the payment will receive/pay interest on their account as if the payment had been received on time.
 - If we receive a payment from another bank and it is credited to your account later than it should have been, we will immediately credit your account with the right amount and refund you any charges that you've paid and refund/pay any interest to you.
 - We've made it clear that you can also ask us to trace a payment, free of charge, unless the payment instruction you provided was wrong. We have the right to charge you for tracing payments if your instructions were incorrect.
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Changes to how we deal with unauthorised payments from your account

We have made some changes to how we deal with unauthorised payments, and will refund the money the next working day.

- If someone takes a payment from your account when they shouldn't have, tell us and we will refund the money by the end of the next working day.
- We aren't obliged to refund you if we think you have acted fraudulently and we may notify the police or another person permitted by law. If we don't provide a refund by the end of the next working day but then we find that the payment was unauthorised, we'll refund you and put your account right straight away.
- We can reverse or adjust the refund, though, if we discover you weren't entitled to all or some of it.

- If we provide a refund because you have been charged more than you expected for a transaction, we will now pay or refund any interest you should have earned on the money.
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Changes to the fees you pay for unpaid transactions

We've limited the number of Unpaid Transaction Fees you can be charged. You'll never pay more than £32 per month.

- At present you won't be charged more than one Unpaid Transaction Fee in any one working day, and the fee remains at £8 per day. However, we've limited these fees further so that you won't pay more than four Unpaid Transaction Fees in each monthly charging period.
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Changes to how we check your eligibility to bank with us based on your immigration status

We need to check your permission to be in the UK.

- We are currently required to check your immigration status when we open a new current account for you. From January 2018, we will also have to conduct these checks on all of your existing current accounts with us. If you no longer have permission to remain in the UK, the UK Government may require us to close your current accounts and all other accounts, services, mortgages or loans (including any jointly held accounts or accounts where you are signatory or beneficiary) you have or are associated with. If you cannot hold an account or any of these products and we have to close the accounts, we may be forced to delay returning any funds from your accounts to you.
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Changes to some of our additional terms

Additional terms for some other accounts will also be changing.

- There are some changes to the additional terms for our Prime Account, Euro Savings Account, Currency Deposit Account, Foreign Currency Account or Euro Account. For example, if you hold one of these accounts, the terms and conditions clarify your new rights concerning the delivery of regular statements.

Any questions?

If you have any questions about any of these changes, please call us on **03457 345 345*** or come into a branch. We'll be happy to help.

Yours sincerely

Your Barclays Team

HPRCA002 / 09/17

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