

# Barclays Wealth Management Additional Overdraft Terms

These additional terms and conditions apply to certain Barclays Wealth Management and International Banking customers who have a borrowing facility on a bank account with us (Barclays Bank UK PLC). These additional terms and conditions supplement the terms of your existing facility letter that we have agreed with you. In the event of any inconsistency between these additional conditions and the terms of your facility letter, the terms set out in your facility letter will apply.

In these additional terms, the following words have the following meanings:

**“Agreement”** means the terms contained in this document, your Application Form or Application Forms and other documents or information, such as those setting out our interest rates and charges.

**“Application Form”** means the application form (or forms) completed and signed by you requesting the provision of services from either Barclays Bank UK PLC or Barclays Investment Solutions Limited and which incorporates the relevant sections of this document.

**“Electronic”** and **“Electronically”** means any form of message or communication made by any type of telecommunication, digital or IT device. This includes, for example, text messages, email or communications using online tools we make available to you.

**“Emergency Borrowing”** is a type of borrowing that we can provide in addition to or instead of an arranged overdraft where we make additional cash available to you up to a pre-authorized limit to cover payments, for example, when there is insufficient cash in your current bank account, or a transaction on any other bank account will cause you to exceed any arranged overdraft limit.

**“FCA Rules”** mean the legal rules and guidance published by the Financial Conduct Authority.

**“MiFID”** means Directive 2014/65/EU on markets in financial instruments.

**“MiFIR”** means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

**“Personal Notice”** means any notice sent to you by post or Electronically, including notices sent with a statement.

**“Personal Reserve”** means a type of borrowing that we can provide in addition to or instead of an arranged overdraft where we make additional cash available to you up to a pre-authorized limit to cover payments, for example, when there is insufficient cash in your current bank account, or a transaction will cause you to exceed your arranged overdraft limit.

**“Reference Interest Rate”** is a rate on which a tracker rate will be based, such as Bank of England’s Base Rate or another central bank rate.

**“Regulatory Requirement”** means:

- i) any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman or similar body; or
- ii) any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows; or

- iii) any other legal or regulatory requirement governing the provision of financial services in the jurisdiction in which we provide services to you under the Agreement.

**“Regulatory Requirements”** for this purpose includes MiFID and MiFIR, the FCA Rules and the equivalent rules of other regulators in jurisdictions where we do business with you.

1. Arranged overdrafts and Personal Reserves/Emergency Borrowing are only for short term borrowing. You should make regular payments into your account so that the amount you owe us is reduced. If you do not do this, we can require you to do so. Unless we tell you, or agree with you otherwise, any sum paid into your account will be used to repay any amounts you owe us in the following order:
  - (a) firstly, our fees (including any insurance premiums we debit to your account);
  - (b) secondly, your Personal Reserve/Emergency Borrowing (where you have used this type of borrowing and whether or not you also have an arranged overdraft with us); and
  - (c) thirdly, your arranged overdraft (including interest).

You cannot make a payment into your account to repay a particular payment or type of payment or to reduce the amount you owe us in any different order.

2. Arranged overdraft interest is calculated on the daily statement balance and will be charged at least quarterly.
3. You will be given at least 14 calendar days’ advance notice on your statement of the total of any arranged overdraft interest or certain arranged overdraft and Personal Reserve/Emergency Borrowing fees that will be deducted from your account (details of these fees will be set out in our published tariffs). We work out the monthly charging period from the date you select for your statement to be issued. If you do not select a date, the statement will be issued on the day of the month that your account was opened. The monthly charging period always closes one working day before the statement date and the statement is always dated one working day before the statement is issued.
4. We will review your arranged overdraft and/or borrowing facility limit regularly and may increase or decrease it (including removing it entirely). If we do, we will write to tell you. We will usually give you 30 days’ Personal Notice before the change takes effect but we can reduce your limit immediately if it is appropriate, for example where we have asked you to repay all or part of your arranged overdraft or based on our assessment of affordability or risk. If we reduce or remove your limit, you will have to pay our charges for refusing a payment due to lack of funds and/or for allowing a payment despite lack of funds if you subsequently attempt to exceed your revised limit.
5. Unless we have specifically agreed otherwise with you, we may require you to repay any or all of your overdraft or similar borrowing facility at any time. Wherever possible, we will give you advance notice of repayment but we do not have to give advance notice. If you have a foreign currency account, you must repay any overdraft on it by making a payment in the relevant foreign currency. Until you repay us in full, we will charge interest and fees (as applicable) at the contractual rates both before and after any court order in our favour for repayment.
6. You are responsible to us for any costs we reasonably incur in obtaining repayment of overdrawn balances.
7. Variations
  - (a) We may change any of the provisions of the Agreement (including a Barclays managed rate, the amount by which a tracker rate differs from a Reference Interest Rate and our charges), in circumstances where:
    - i) you are able to end the Agreement without charge; or
    - ii) we agree to waive any charge that would otherwise apply.

- (b) If we provide a new service or facility in connection with the borrowing facility, we may introduce a new charge for providing you with that service or facility.
- (c) We may change our charges or introduce a new charge if there is a change in (or we reasonably expect that there will be a change in):
  - i) the costs we incur in carrying out the activity for which the charge is or will be made; or
  - ii) Regulatory Requirements.
- (d) Any change or new charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our banking or investment services.
- (e) We may also change our charges for a valid reason which is not set out in this clause.
- (f) We may upgrade your borrowing facility or enhance the services we provide to you if we reasonably consider that this is to your advantage and there is no increased cost to you.
- (g) We may also change any of the other terms of the Agreement for any of the following reasons:
  - i) where we reasonably consider that:
    - i. the change would make the terms easier to understand or fairer to you; or
    - ii. the change would not be to your disadvantage;
  - ii) to cover:
    - i. the improvement of any service or facility we supply in connection with the borrowing facility;
    - ii. the introduction of a new service or facility;
    - iii. the replacement of an existing service or facility with a new one; or
  - iii) the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year;
  - iv) to enable us to make reasonable changes to the way we look after your borrowing facility or provide services as a result of changes in: the banking, investment or financial system; technology; the systems we use to run our banking or investment business; or
  - v) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

#### 8. Notifying you of changes

- (a) If we make a change to an investment product or service that benefits you, or as a result of a Regulatory Requirement, we can make the change immediately. We will make the new version of the Agreement, including the changes, available on our website within 30 days of the change.
- (b) Subject to clauses 3 and 4, for other changes, we will give you advance Personal Notice of any change made under this Variations clause where Regulatory Requirements allow. Where we do so:
  - i) we will tell you the date the change comes into effect;

- ii) if notice is given to you at the most recent address we have for you, you will be treated as accepting to be bound by that change from that date unless you terminate the Agreement under the following clauses; and
  - iii) we will give you at least 30 calendar days' notice of any changes to any investment product or service.
- (c) Where we give you advance Personal Notice, if you do not want to be treated as accepting a change, you must, before it comes into effect, tell us that you want to terminate the Agreement with us and you can terminate the Account at any time during this period.
- (d) No provision of the Agreement will be deemed waived, altered, modified or amended unless:
- i) the Agreement provides otherwise; or
  - ii) we otherwise agree with you in writing.

[You can get this in Braille, large print or audio by contacting us to advise us of your requirements.](#)

[\\*Call monitoring and charges information](#)

Barclays offers banking, wealth and investment products and services to its clients through Barclays Bank UK PLC, and its subsidiary companies. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.