

NORTHERN IRELAND PCA BANKING MARKET INVESTIGATION ORDER 2008

Notice of Making of Order

1. On 22 November 2007, in accordance with paragraph 2 of Schedule 10 to the Enterprise Act 2002 (the Act), following its report *Personal current account banking services in Northern Ireland market investigation* (the report) published on 15 May 2007, the Competition Commission (the CC) published the Notice of Intention to Make an Order and the draft Order on the CC website, and invited written representations from any interested person or persons by 3 January 2008.
2. The CC has considered all the representations it has received. In the light of those representations the CC has made some modifications to the draft Order. The CC does not consider the modifications to be material in any respect and has decided, in accordance with paragraph 5 of Schedule 10 to the Act, that the Order, as modified, does not require any further consultation.
3. The CC now gives notice of the making of the attached Order. The Order is made in accordance with section 138 and in exercise of the powers conferred by section 161 (1)(3)(4) of, and paragraphs 1, 3, 10, 15, 19, 21 and 22 of Schedule 8 to, the Act. It is made for the purpose of remedying, mitigating or preventing the adverse effect on competition and for the purpose of remedying, mitigating or preventing any detrimental effects on customers so far as they have resulted from, or may be expected to result from, the adverse effect on competition specified in the report.
4. The Order will come into force on 22 February 2008, except Article 5 and Article 6 which shall come into force on 1 July 2008 and Articles 7 to 11 which shall come into force on 1 April 2009.

(signed) CHRISTOPHER CLARKE
Group Chairman
Competition Commission
19 February 2008

**THE NORTHERN IRELAND PCA BANKING MARKET
INVESTIGATION ORDER 2008**

Content

	<i>Page</i>
PART 1	3
1. Citation and commencement	3
2. General interpretation, index of defined expressions etc	3
3. Delivery of a Written Communication	6
4. Powers of direction.....	6
PART 2	7
5. Duty to communicate clearly	7
6. Duty to provide details of Charges and Interest Rates to Customers when choosing a PCA and when opening a PCA	8
7. Duty to provide details of Charges and Interest Rates on Statements	9
8. Duty to provide an Annual Summary	9
9. Duty to notify a Customer of overdraft charges and debit Interest.....	10
PART 3	11
10. Provision of switching information	11
11. Switching provision	12
PART 4	13
12. Application for suspension	13
13. Approval by the CC	13
PART 5	14
14. Supply of information to the OFT	14
15. Duty to submit reports on compliance with the Order to the OFT	14
PART 6	15
16. Funding of the BCSB	15
Schedule 1	17
Schedule 2	18
Schedule 3	19

On 26 May 2005 the Office of Fair Trading (OFT) in exercise of its power under section 131 of the Enterprise Act 2002 (the Act) referred the supply of Personal Current Account (PCA) banking services in Northern Ireland to the Competition Commission (CC) for investigation and report.

The CC investigated the matters referred to it pursuant to section 131 of the Act and concluded, in accordance with section 134(1) of the Act, that there are features of the market either alone or in combination which prevent, restrict or distort competition in connection with the supply or acquisition of any goods and services in Northern Ireland and, in accordance with section 134(2) of the Act, that an adverse effect on competition exists.

The CC found that there is a detrimental effect on customers resulting from the adverse effect on competition and considered, in accordance with section 134(4) of the Act whether: (a) action should be taken by it for the purpose of remedying, mitigating or preventing the adverse effect on competition concerned or the detrimental effect on customers so far as it has resulted, or may be expected to result, from the adverse effect on competition; and (b) it should recommend the taking of action by others for the purpose of remedying, mitigating or preventing the adverse effect on competition concerned or any detrimental effect on customers so far as it has resulted from, or may be expected to result from, the adverse effect on competition.

On 22 November 2007 the CC gave notice of its intention to make this Order in accordance with paragraph 2 of Schedule 10 to the Act as applied by section 165 of the Act.

The CC has considered the representations it has received following publication of the Notice.

The CC makes this Order in performance of its duty under section 138 and in exercise of the powers it has in section 161(1) (3) (4) of, and paragraphs 1, 3, 10, 15, 19, 21 and 22 of Schedule 8 to the Act, for the purpose of remedying, mitigating or preventing the adverse effect on competition and any detrimental effects on customers so far as they have resulted, or may be expected to result, from the adverse effect on competition specified in the report of the CC entitled *Personal Current Account Banking Services in Northern Ireland Market Investigation*.

PART 1

General

Citation and commencement

1. Citation and commencement

(1) This Order may be cited as 'The Northern Ireland PCA Banking Market Investigation Order 2008'.

(2) This Order shall come into force on the Commencement Date except:

(a) Article 5 and Article 6 of this Order shall come into force on 1 July 2008; and

(b) Articles 7 to 11 of this Order shall come into force on 1 April 2009.

Interpretation

2. General interpretation, index of defined expressions etc

(1) In this Order:

Act	means the Enterprise Act 2002.
Ancillary Charge	means a Charge for an ad hoc service provided to a Customer at a Customer's request.
Annual Summary	means a Written Communication made in accordance with Article 8 and Article 10 that summarizes information relating to a Customer's PCA for the 12 months preceding the date of the summary except for an Annual Summary made on or before 31 March 2010 which must cover a period of between 6 and 12 months preceding the date of the summary.
Authorized Overdraft	means a debit balance which is within a limit agreed between a Customer and a Bank.
Authorized Overdraft Charge	means a Transaction Charge or a Maintenance Charge incurred when a Customer has or goes into an Authorized Overdraft.
Authorized Overdraft Interest Rate	means an Interest Rate applied on an Authorized Overdraft.
BBA	means the British Bankers' Association or any successor body to the British Bankers' Association.
BCSB	means the Banking Code Standards Board or any successor body to the Banking Code Standards Board.
CC	means the Competition Commission.
Charge	means a monetary amount payable by a Customer (deducted from a PCA balance) to a Bank, for the provision of a PCA banking service.
Commencement Date	means 22 February 2008.
Current Account Charge	means any Charge payable by a Customer to a Bank on a regular basis (whether or not the PCA has a credit balance, a zero balance or a debit balance).

Electronic Communication	has the same meaning as in the Electronic Communications Act 2000.
Interest	means a monetary amount charged (in the case of debit interest) or earned (in the case of credit interest) on a PCA at regular intervals, which is calculated by applying the Interest Rate to the whole or any part of the PCA balance.
Interest Rate	means a rate in the form of a percentage that is applied to the whole or any part of the PCA balance to calculate the Interest.
Maintenance Charge	means a one-off or periodic Charge payable by a Customer to a Bank for incurring or maintaining either an Authorized Overdraft or an Unauthorized Overdraft.
OFT	means The Office of Fair Trading.
Specified Charges and Interest Rates	means the Charges and Interest Rates specified in Schedule 1.
Statement	means a Written Communication which records the balance of the PCA and the transactions that occurred on that PCA during a specific time period, but does not include an instantaneous statement of balance (mini statement) obtained from an automated teller machine or other machine provided to produce mini statements at the request of the Customer.
Switching Leaflet	means the generic document developed in accordance with Article 10, which explains the operation of the Switching Service.
Switching Service	means the service that arranges for the transfer of facilities from a Customer's current PCA to a new PCA, including the transfer of direct debits, standing orders and other regular transactions.
Transaction Charge	means any Charge payable by a Customer to a Bank for the provision of an account service by a Bank (including charges for setting up a direct debit or a standing order) and which is not a Current Account Charge, not a Maintenance Charge and not an Ancillary Charge.
Unauthorized Overdraft Charge	means a Transaction Charge or a Maintenance Charge incurred when a Customer goes into an Unauthorized Overdraft or gives an instruction for a payment or withdrawal that the Bank declines to honour because the Customer does not have sufficient funds in his account.
Unauthorized Overdraft	means a debit balance which exceeds a limit agreed between the Customer and the Bank or a debit balance if no such limit had been agreed.
Unauthorized Overdraft Interest Rate	means an Interest Rate applied on an Unauthorized Overdraft.
Written Communication	means a communication in writing (either hard copy or electronic) by a Bank to a Customer or a potential Customer made by any means including by an Electronic Communication.

(2) In this Order 'PCA' means:

- (a) a Personal Current Account, being an account marketed to individuals rather than businesses, which provides the facility: to hold deposits; to receive and make payments by cheque and/or debit card; to use automated teller

machine facilities; and to make regular payments by direct debit and/or standing order; but does not include:

- (i) a basic bank account as described in The Banking Code March 2005 or any subsequent publications of The Banking Code if relevant;
- (ii) an account in which money is held on deposit in a currency other than the official currency of the United Kingdom; and
- (iii) an account in which credit funds are held and offset against mortgage debt or a loan (other than an overdraft facility).

(3) 'Customer'

(a) In this Order 'Customer' means any person who holds a PCA or in the case of a PCA held jointly, the persons holding the account together, and who satisfies the conditions mentioned in subparagraph (b).

(b) The conditions are that:

- (i) the person has a nominated address in Northern Ireland;
- (ii) the person holds a PCA which was available in Northern Ireland at the date the PCA was opened; and
- (iii) in the event that the person holds a PCA which is attached to a physical branch, that branch is located in Northern Ireland.

(4) 'Bank'

(a) In this Order, a 'Bank' means an institution which:

- (i) offers PCAs to any person; and
- (ii) has registered with it:
 - 10,000 or more Customers; or
 - 5,000 or more Customers and the institution is part of a Corporate Group which has registered with it 10,000 or more Customers.

(b) In this paragraph, a 'Corporate Group' means a parent undertaking and all its subsidiary undertakings (as defined in section 1159 of the Companies Act 2006 or any amendment to such definition) together.

(c) Whether an institution falls within this definition of a 'Bank' will be assessed on the basis of Customer numbers as at 1 January each year, and any institution which falls within this definition will be treated as a Bank for the purpose of this Order for the year following this assessment.

(5) The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.

3. Delivery of a Written Communication

- (1) A Bank shall communicate the Annual Summary mentioned in Article 8, paragraph 1, to the Customer by the same means as the Bank communicates the Statement to the Customer unless:
 - (a) an alternative means of communication is reasonably required to comply with other legislative requirements; or
 - (b) the Customer elects to receive the Annual Summary by a different means from the means by which the Bank communicates the Statement to the Customer and the Bank agrees to provide the Written Communication by that other means.
- (2) A Bank shall communicate the Written Communication it makes to comply with Article 9, paragraph 2, to the Customer by the same means as the Bank communicates the Statement to the Customer, unless:
 - (a) an alternative means of communication is reasonably required to comply with other legislative requirements;
 - (b) the Customer requests to receive the Annual Summary by a different means from the means by which the Bank communicates the Statement to the Customer and the Bank agrees to provide the Written Communication by that other means; or
 - (c) on the Commencement Date, a Bank is practically complying with the requirements contained in Article 9, in which case the provisions in paragraph 3 apply.
- (3) If a Bank is practically complying with the requirements contained in Article 9 on the Commencement Date, the Bank may continue to communicate the relevant Written Communication to the Customer by the same means as at the Commencement Date, unless the Customer requests to receive such relevant Written Communication by a different means and the Bank agrees to provide the Written Communication by that other means.
- (4) For the purposes of sub-paragraph (1)(b) and paragraph (3), a Bank must agree to the Customer's requests if the Bank is able to do so, including in circumstances where to do so would require it to develop new systems, unless the request by the Customer for provision of a Written Communication by a certain means is excessive having regard to the cost to the Bank of fulfilling that request, the nature of the new system required and to the overall benefit on all the Banks' Customers of having that means of delivery available.

Miscellaneous

4. Powers of direction

- (1) The CC may give directions falling within paragraph (2) to:
 - (a) a person specified in the directions; or
 - (b) a holder for the time being of an office so specified in any body of persons corporate or unincorporate.

- (2) Directions fall within this paragraph if they are directions:
- (a) to take such actions as may be specified or described in the directions for the purpose of carrying out, or ensuring compliance with, this Order; or
 - (b) to do, or refrain from doing, anything so specified or described which the person might be required by this Order to do or refrain from doing.
- (3) In paragraph 2 above 'actions' includes steps to introduce and maintain arrangements to ensure any director, employee or agent of a Bank carries out, or secures compliance with, this Order.
- (4) The CC may vary or revoke any directions so given.

PART 2

Information requirements

5. Duty to communicate clearly

- (1) In this article:
- (a) a 'Specified Written Communication' means any of:
 - (i) a Statement;
 - (ii) a Written Communication that is made for the purpose of assisting a Customer or a potential Customer when choosing a PCA;
 - (iii) a Written Communication that is made at the same time as when a Customer or a potential Customer is opening a PCA; and
 - (iv) a Written Communication that is made for the purpose of notifying a Customer of the imposition of Charges and Interest that will be applied to his PCA;but in all cases does not include any part of a communication that consists only of the terms and conditions of a PCA.
 - (b) 'Standard Text' means a form of standard wording (including a template) that is used on multiple occasions by a Bank as a basis for its Specified Written Communications, including in: books; catalogues; leaflets; web pages; Statements; letters; emails and text messages.
 - (c) Standard Text shall be considered to have been 'tested with Customers' if:
 - (i) the Standard Text has been tested with a sample of the Bank's Customers which is representative of the type of Customer to whom the Specified Written Communication containing that particular Standard Text will be directed;
 - (ii) the test has been carried out by an independent and expert market research organization; and

- (iii) that market research organization has produced a report stating whether or not the average respondent found the Standard Text to be easy to understand.
- (2) A Bank can only make a Specified Written Communication that contains Standard Text if such Standard Text is easy to understand by the average Customer and/or the average potential Customer to whom it is intended the Standard Text will be directed.
- (3) Standard Text is only 'easy to understand by the average Customer and/or the average potential Customer' if:
 - (a) the Standard Text has been either:
 - (i) certified as such by an independent organization specializing in plain English; or
 - (ii) tested with Customers and found to be easy to understand; and
 - (b) the Standard Text has been approved to the satisfaction of the BCSB as being easy to understand.
- (4) A Bank shall not make a Specified Written Communication that contains Standard Text that is easy to understand in accordance with paragraph 3 when such Standard Text has been materially changed, unless:
 - (a) such materially changed Standard Text is easy to understand by the average Customer and/or the average potential Customer in accordance with paragraph 3; or
 - (b) the Bank notifies the BCSB of the proposed changes to the Standard Text and obtains approval from the BCSB that such amended Standard Text is easy to understand to the satisfaction of the BCSB which the BCSB may give at its discretion with or without requiring the Bank to comply with the requirements set out in paragraph 3.
- (5) Whether there has been a material change to Standard Text for the purpose of paragraph 4 depends on all the circumstances but for the avoidance of doubt, does not include:
 - (a) changes to figures and amounts relating to offer dates, Interest Rates, Charges and other fees which do not affect the overall meaning of the Standard Text that has not otherwise been changed;
 - (b) the correction of typographical errors; and
 - (c) changes to a logo or other decorative graphics.

6. Duty to provide details of Charges and Interest Rates to Customers when choosing a PCA and when opening a PCA

- (1) A Bank shall provide the information mentioned in paragraph 2:
 - (a) with any document or literature designed to assist a Customer when choosing to open a PCA including documents or literature supplied in branches and online; and

(b) to the Customer or potential Customer at the time of opening a PCA.

(2) The 'information' means:

- (a) the existence of and level of the Specified Charges and Interest Rates applicable to the PCA;
- (b) the circumstances in which each of the Specified Charges and Interest Rates would apply to the PCA;
- (c) the time when each of the Specified Charges and Interest Rates would be applied; and
- (d) the way in which the Specified Charges and Interest Rates are applied to the PCA including whether discretionary policies exist as to how Charges and Interest Rates apply to Unauthorized Overdrafts.

(3) A Bank shall refer to the existence of the information mentioned in paragraph 2 and where such information can be found:

- (a) in any Written Communication in the form of an advertisement or a promotional message for a PCA which is sent directly to Customers and/or potential Customers;
- (b) in all its oral marketing of a PCA; and
- (c) on posters, billboards and signs that market a PCA.

7. Duty to provide details of Charges and Interest Rates on Statements

(1) A Bank shall include the information specified in Article 6, paragraph 2, as part of each Statement sent to a Customer and correct as at the date of the Statement.

8. Duty to provide an Annual Summary

(1) At least once in every 12 months, a Bank shall provide each Customer with a separate Annual Summary for each PCA having activity in the period to be covered by the Annual Summary.

(2) The Annual Summary must show:

- (a) the total amount of each individual type of Charge and Interest applied on the PCA for the period covered by the Annual Summary including those specified in Schedule 2;
- (b) the level of each of the Specified Charges and Interest Rates applicable to the PCA as at the date of the Annual Summary;
- (c) an explanation for the application of the Specified Charges and Interest Rates;
- (d) an explanation that each type of Interest Rate and each type of Charge may have changed throughout the period covered by the Annual Summary; and

- (e) an explanation of where the Customer can find information on the different Interest Rates and Charges that have applied to his PCA throughout the period covered by the Annual Summary.
- (3) The Annual Summary may include details of Ancillary Charges.
- (4) Where a Bank provides an Annual Summary that does not include details of Ancillary Charges, the Annual Summary must include a clear and prominent statement informing the Customer that they may also have incurred Ancillary Charges during the year and that details of these Ancillary Charges can be found on the Customer's Statements.

9. Duty to notify a Customer of overdraft charges and debit Interest

- (1) In this article 'a Record of Charges and Interest' means either:
 - (a) a Statement; or
 - (b) a Written Communication containing the same information as a Statement including the information specified in Article 6, paragraph 2,that covers a period of at least one month up to the date of the Record of Charges and Interest.
- (2) Within one month of a Customer incurring an Authorized Overdraft Charge, an Unauthorized Overdraft Charge and/or Interest debited to his PCA, the Bank shall:
 - (a) notify the Customer accordingly; and
 - (b) send the Customer a Record of Charges and Interest.
- (3) Where the notification required in accordance with sub-paragraph 2(a) is not provided together with a Record of Charges and Interest, the Bank must provide the information specified in Article 6, paragraph 2 in or with the notification.
- (4) Except for as provided in paragraph 5, a Bank shall not deduct an Authorized Overdraft Charge, an Unauthorized Overdraft Charge and/or debit Interest from a Customer's PCA until at least 14 days have passed since the date of the Record of Charges and Interest that followed or accompanied the notification required in accordance with paragraph 2.
- (5) Where a Customer requests a Bank to close his PCA, a Bank may deduct an Authorized Overdraft Charge, an Unauthorized Overdraft Charge and/or debit Interest from that Customer's PCA at any time following the date of the Record of Charges and Interest that followed or accompanied the notification required in accordance with paragraph 2.

PART 3

Switching

10. Provision of switching information

- (1) A Bank shall include wording in the Annual Summary that clearly and prominently states that:
 - (a) a Customer can close the PCA and seek to obtain PCA services from a different Bank; and
 - (b) specifies where the Customer can find further information on the process of how to do this.
- (2) At the same time and together with the provision of an Annual Summary, in accordance with Article 8, paragraph 1, a Bank shall provide the Customer with a Switching Leaflet.
- (3) The Switching Leaflet mentioned in paragraph 2:
 - (a) shall be developed and maintained in accordance with the requirements set out in paragraph 4;
 - (b) shall be approved to the satisfaction of the BCSB as being easy to understand by the average Customer which approval the BCSB may give at its discretion with or without requiring the Banks collectively to comply with the procedure set out in paragraph 3 of Article 5; and
 - (c) shall include:
 - (i) an explanation of the details of the current switching process including any changes expected to be made to the switching process in the following six months;
 - (ii) a statement explaining that using the Bank's Switching Service helps Customers to switch their PCA to another Bank; and
 - (iii) an explanation that Customers are not charged for switching.
- (4) The requirements mentioned in sub-paragraph 3(a) are that:
 - (a) each Bank will use its best efforts to develop and when necessary update the Switching Leaflet together with all other Banks under the coordination of the BBA;
 - (b) each Bank will provide such assistance and resources for the development and updating of the Switching Leaflet as reasonably requested by the BBA (including any costs of the BCSB associated with the approval procedure in sub-paragraph 3(b)); and
 - (c) each Bank will regularly review the Switching Leaflet (in any event at least once in every six months) to ensure that it reflects the Bank's current switching process and where the Switching Leaflet does not reflect this process the Bank will report this difference to the BBA with a view to updating the Switching Leaflet in accordance with sub-paragraph (a).

11. Switching provision

(1) In this article:

- (a) a 'New Bank' means a Bank to which a Customer switches his PCA using the Switching Service;
- (b) an 'Old Bank' means a Bank from which a Customer switches his PCA away using the Switching Service;
- (c) a reference to an 'Eligible Customer' is a reference to a Customer switching to a New Bank using the Switching Service, who would be eligible for an Authorized Overdraft at the New Bank in accordance with the New Bank's usual credit assessment criteria; and
- (d) 'Switching Literature' means the Switching Leaflet and any other document that advertises a Bank's Switching Service and any incentives to switch.

(2) A New Bank will offer an Eligible Customer an Authorized Overdraft at a level:

- (a) applying the New Bank's usual credit assessment criteria; and
- (b) that takes into account the expected number and level of direct debits and standing orders that the Eligible Customer will make on his PCA as notified to the New Bank during the switching process.

(3) If an Eligible Customer accepts an Authorized Overdraft offered by a New Bank in accordance with paragraph 2, the New Bank will not apply or levy any Interest and/or Charge on such Authorized Overdraft facility for a period of at least three months from the date the Eligible Customer opened the PCA with the New Bank.

(4) In the circumstances set out in paragraph 5, a New Bank shall refund any Interest and/or Charge incurred on a PCA held at the New Bank as a result of a failure in the switching process carried out in accordance with the Switching Service, to the Customer within a reasonable period of time, regardless of whether or not the Interest and/or Charge were incurred as a result of an error by the New Bank.

(5) The circumstances are where:

- (a) an Eligible Customer declines an Authorized Overdraft offered by a New Bank in accordance with paragraph 2; or
- (b) a Customer is not eligible for an Authorized Overdraft.

(6) An Old Bank shall refund any Interest and/or Charge incurred on a PCA held at the Old Bank as a result of a failure in the switching process carried out in accordance with the Switching Service, to the Customer within a reasonable period of time, regardless of whether or not the Interest and/or Charge were incurred as a result of an error by the Old Bank.

(7) A Bank shall include, in its Switching Literature, a reference to:

- (a) the availability of an Authorized Overdraft in the circumstances provided for in paragraph 2; and
- (b) the refund of any Interest and/or Charge provided for in paragraphs 4 and 6.

PART 4

Suspension of provisions of this Order

12. Application for suspension

- (1) A Bank may make an application to the CC for the suspension of any of the relevant provisions of this Order if it believes that it will be unable to comply with them.
- (2) An application for a suspension must:
 - (a) be made in writing;
 - (b) be made on or before 1 May 2008 in relation to Articles 5 and 6 and on or before 1 February 2009 in relation to Articles 7 to 10;
 - (c) identify which relevant provisions it is applying to have suspended;
 - (d) be accompanied by the materials mentioned in paragraph 3; and
 - (e) be accompanied by a report by an independent expert or experts approved in advance by the CC, that reviews the application and accompanying materials and assesses the merits of the application.
- (3) The materials shall include:
 - (a) an explanation of the reasons as to why the Bank believes that it will be unable to comply with the relevant provisions;
 - (b) a statement describing the steps taken to comply with the relevant provisions;
 - (c) an opinion as to the date compliance with the relevant provisions may be expected; and
 - (d) any other information required by the CC.
- (4) Following submitting its application for a suspension a Bank must provide the CC with such additional information as required by the CC which shall be reviewed and commented on by an independent expert or experts as mentioned in paragraph 2(e).
- (5) In this article a 'relevant provision' means those contained in Articles 5 to 10.

13. Approval by the CC

- (1) The CC shall consider any application for a suspension made in accordance with Article 12, and notify the Bank of its decision within 21 days of receiving the application (or a longer period of time if required by the CC and notified to the Bank within 21 days of the application being received).
- (2) In deciding whether to approve the application, the CC shall have regard, among other things, to the extent to which the Bank is taking steps to comply with the relevant provisions, and the date by which it estimates it will be able to do so.

- (3) The CC's approval may be given subject to such conditions as it considers appropriate.
- (4) Where the CC approves the application it shall publish a notice of approval.
- (5) A notice of approval shall identify:
 - (a) the Bank;
 - (b) the relevant provisions of the Order which have been suspended; and
 - (c) where appropriate, the dates on which the relevant provisions will cease to be suspended.
- (6) Where the CC publishes a notice of approval, it may also publish (whether or not at the same time), any information provided to it under Article 12, paragraph 3.
- (7) The CC may exclude from the information it publishes in accordance with paragraph 6, any matter which it considers it would be inappropriate to publish, having regard to the considerations mentioned in section 244 of the Act.

PART 5

Supply of information and submission of reports on compliance to the OFT

14. Supply of information to the OFT

- (1) Schedule 3 shall have effect.

15. Duty to submit reports on compliance with the Order to the OFT

- (1) In this article:
 - (a) an 'Approved Body' means the BCSB or any other body approved by the OFT from time to time to carry out a review of a Bank's compliance with this Order in accordance with this article;
 - (b) 'Review Period' means each of the following periods:
 - (i) the Commencement Date until 31 December 2008;
 - (ii) 1 January 2009 until 30 June 2009;
 - (iii) 1 July 2009 until 30 June 2010;
 - (iv) all subsequent yearly periods starting on 1 July and ending on 30 June the following year; and/or
 - (v) any other period of time notified by the OFT to the Bank; and
 - (c) a 'Compliance Report' means a report produced by an Approved Body that describes and details a Bank's compliance with the Order covering a Review Period.

- (2) A Bank shall submit to the OFT a Compliance Report for each Review Period produced by an Approved Body within two weeks of receiving the Compliance Report from the Approved Body.

PART 6

Funding of the BCSB

16. Funding of the BCSB

- (1) The reasonable costs of the BCSB (or where relevant any other Approved Body mentioned in Article 15) incurred in performance of its functions under this Order shall be borne wholly by the Banks, either individually or on a collective basis as agreed by all Banks and the BCSB (or where relevant any other Approved Body).

Signed by authority of the CC

.....
Christopher Clarke
Group Chairman
Competition Commission
19 February 2008

Schedule 1

Specified Charges and Interest Rates

- (a) Interest Rates applicable to relevant balance limits in credit;
- (b) Current Account Charges;
- (c) Transaction Charges applicable to balances in credit;
- (d) Authorized Overdraft Interest Rates;
- (e) Authorized Overdraft Charges;
- (f) Unauthorized Overdraft Interest Rates; and
- (g) Unauthorized Overdraft Charges.

Schedule 2

Amounts to be included in the Annual Summary

1. Interest

- (a) The total amount of Interest paid by the Bank.
- (b) The total amount of Interest debited by the Bank when:
 - (i) the PCA had an Authorized Overdraft; and
 - (ii) the PCA had an Unauthorized Overdraft.

2. Charges

The total amount applied to the PCA for each type of:

- (a) Current Account Charge;
- (b) Transaction Charge when the PCA was in credit;
- (c) Authorized Overdraft Charge;
- (d) Unauthorized Overdraft Charge; and
- (e) all other relevant Charges.

Schedule 3

Provision of information to the OFT

1. Any person to whom this Order applies is required to provide to the OFT any information and documents reasonably required for the purposes of enabling the OFT to monitor and review the operation of this Order or any provisions of this Order.
2. Any person to whom this Order applies may be required by the OFT to keep and produce those records specified in writing by the OFT that relate to the operation of any provisions of this Order.
3. Any person to whom this Order applies and whom the OFT reasonably believes to have information which may be relevant to the monitoring or review of the operation of any provisions of this Order may be required by the OFT to attend and provide such information in person.
4. The OFT may publish any information or documents that it has received in connection with the monitoring or the review of this Order or any provisions of this Order for the purpose of assisting the OFT in the discharge of its functions under or in connection with this Order.