

**CASH ISA**

**TERMS AND CONDITIONS**



Effective from 30 October 2019



## DEFINITIONS

In these Cash ISA Terms, certain words have certain meanings as follows:

**"Bank", "we", "us", "our"** means Secure Trust Bank PLC as provider of the Cash ISA Services and includes our successors and anyone to whom we transfer our rights and obligations in respect of a Cash ISA.

**"Business Day"** means a day (other than Saturday, Sunday or a Bank Holiday) on which banks are open for general business in London.

**"Cash ISA"** means all or any of your Cash ISA(s) held with us.

**"Cash ISA Holder", "you", "your", "yours"** refers to you, the customer.

**"Cash ISA Services"** means the Cash ISA facilities that we may provide to you from time to time, subject to these Cash ISA Terms, including, without limitation, payment transmission services.

**"Cash ISA Terms"** and **"Cash ISA Terms and Conditions"** means these Cash ISA Terms, together with any additional terms and conditions. The Cash ISA Terms may be varied, amended, modified or supplemented from time to time as set out in condition 15 below.

**"CHAPS"** is the same-day electronic funds transfer system, operated by the bank owned CHAPS Clearing Company that is used for high value/wholesale payments but also for other time critical lower value payments.

**"Electronically Verify"** means undertaking checks with credit reference agencies to confirm an account is in the name of the Cash ISA Holder for the purposes of detecting and preventing crime, fraud and money laundering, and to verify your identity.

**"Final Deposit Date"** means the final date on which you can make a deposit into a Cash ISA, as set out in the additional terms and conditions provided to you upon opening your specific Cash ISA.

**"Fixed Rate Cash ISA"** means an ISA product which pays a fixed rate of interest and has a fixed term.

**"HMRC"** means HM Revenue and Customs.

**"HMRC ISA Regulations"** means (i) any applicable laws governing ISAs, including, without limitation, the Individual Savings Account Regulations 1998 (S.I. 1998/1870), as amended and restated, and (ii) the ISA managers' guidance published by HMRC.

**"ISA Tariff"** means our ISA Tariff of charges in relation to our Cash ISAs, as published from time to time and which can be found on our Website.

**"ISA Rate Card"** means the information we provide on interest rates applicable to our Cash ISAs.

**"Matured Funds Access ISA"** means an instant access ISA product which pays a variable rate of interest and into which we transfer funds on the maturity of your Fixed Rate Cash ISA or on the failure of a Transfer Out.

**"Nominated Account"** means a UK current account or a Secure Trust Bank Account chosen by you, from which you can make payments to and from your Cash ISA. We must be able to Electronically Verify that your chosen account is in the name of the Cash ISA Holder. You may change your Nominated Account from time to time via the methods set out in the information provided to you when opening your Cash ISA(s).

**"Notice Cash ISA"** means an ISA product which pays a variable rate of interest and requires you to give a fixed period of notice before you make a withdrawal.

**"Transfer In"** we explain what we mean by this in condition 11.

**"Transfer Out"** we explain what we mean by this in condition 12.

**"Reference Rate"** means an externally set interest rate such as Bank of England Base Rate.

**"Website"** means [www.securetrustbank.com](http://www.securetrustbank.com) or any other website we use in its place in the future.

## OUR STATUS AND PURPOSE OF THESE CASH ISA TERMS

We, Secure Trust Bank PLC, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with registration number 204550.

Our registered office is at Secure Trust Bank PLC, Yorke House, Arlestone Way, Solihull, B90 4LH and our telephone number is 0345 111 7092.

These Cash ISA Terms, together with our ISA Rate Card, ISA Tariff and any additional terms and conditions provided for your specific type of Cash ISA, set out the basis on which we will provide you with your Cash ISA. Additional terms and conditions may apply to certain Cash ISAs and services and we will advise you when they apply. You should read these Cash ISA Terms together with any additional terms and conditions. In these Cash ISA Terms we refer to the agreement with you as the Agreement. If there is any inconsistency between these Cash ISA Terms, additional terms and conditions, the ISA Rate Card or ISA Tariff, then the additional terms and conditions take priority, followed by these Cash ISA Terms and then the ISA Rate Card and the ISA Tariff.

We recommend that you keep a copy of these Cash ISA Terms for your records. A copy of your Agreement with us is available on request and can be found on our Website. These Cash ISA Terms will come into force when we have processed a fully completed application from you and opened the Cash ISA, and shall continue until terminated in accordance with these Cash ISA Terms. The Cash ISA Terms are supplied, and we will communicate with you in connection with the Cash ISA Terms, in the English language.

## **1. General**

- 1.1. This Agreement will apply for the period in which your Cash ISA is open.
- 1.2. From time to time we may offer Cash ISA Holders additional services or benefits. These do not form part of the Cash ISA Terms and we may, if we wish, alter or remove them at any time in accordance with the applicable Cash ISA Terms and Conditions for those additional services or benefits.
- 1.3. By opening a Cash ISA with us, you are confirming to us that you will use your Cash ISA in accordance with these Cash ISA Terms.
- 1.4. By agreeing to these Cash ISA Terms you are confirming to us that the money in your Cash ISA is and will remain yours at all times. We may ask you to confirm in writing that the money in your Cash ISA belongs to you and will remain so.
- 1.5. In the case of any conflict between these Cash ISA Terms and Conditions and the HMRC ISA Regulations, these Cash ISA Terms must then be read in a way which means that they comply with the regulations.

## **2. Our charges**

- 2.1. You authorise us to take from your Cash ISAs any amounts and charges that are payable by you under these Cash ISA Terms – specific charges are in the ISA Tariff and additional terms and conditions.
- 2.2. Where we incur a cost because you do not fulfil an obligation you have under the Cash ISA Terms and Conditions applicable to your Cash ISA, you must pay us all costs which we reasonably incur as a result of your breach.

## **3. Interest**

- 3.1. Interest will be paid tax-free, as long as you and your Cash ISA continue to qualify (we will inform you if this is no longer the case).
- 3.2. The interest rate applicable to the Cash ISA is published on our ISA Rate Card which can be found on our Website. It can also be requested by telephone from Customer Services.
- 3.3. Interest is calculated daily and will be applied to your Cash ISA on the dates shown on the ISA Rate Card. Interest is accrued on payments into your Cash ISA from the day they are credited to the Cash ISA, as set out in conditions 8.5 and 8.8.
- 3.4. You can choose either to have interest added to your Cash ISA or paid away to your Nominated Account (subject to any restrictions on the payment of interest or deposits into the account). You will be able to change your preference at any time.

#### **4. Opening your Cash ISA and Eligibility**

- 4.1. Before opening a Cash ISA, we will make all necessary enquiries into your background. This is to verify identity (as required by law), satisfy ourselves of your eligibility as a Cash ISA Holder, and obtain other information we need to allow us to satisfy other legal requirements. For existing Cash ISA Holders, we may need to re-confirm your identity and permanent address if you are opening a new Cash ISA. We may collect information from third party agencies. Acceptance or rejection of your application is at our absolute discretion and we can refuse to open a Cash ISA without giving a reason.
- 4.2. You explicitly consent to the access, processing and retention of the information we hold about you to allow us to provide payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your Account. If you do this, we will stop using your data for this purpose. We will continue to process your data for other purposes. See our privacy statement for more information.
- 4.3. A Cash ISA can only be opened in your own name. Joint accounts are not permitted. The Cash ISA must be held in, and must remain in, your beneficial ownership and must not be used as security for a loan. You cannot transfer your Cash ISA, or any of your rights or obligations under the Cash ISA, to any other person.
- 4.4. You must let us know immediately if you change your contact or personal details (including address, residence, email address and telephone number). We will carry out security checks when new details are given to us to protect your Cash ISA.
- 4.5. You must be at least 18 years of age to open a Cash ISA.
- 4.6. To open a Cash ISA you must be:
  - 4.6.1. a UK resident for tax purposes; or
  - 4.6.2. a Crown employee serving overseas and paid out of the public revenue of the UK, or married to, or in a civil partnership with, such a person.If neither of these conditions applies to you any more then you must tell us this as soon as possible.
- 4.7. You will not be eligible if, within the same tax year as you are applying for a Cash ISA, you have already:
  - 4.7.1. subscribed to a cash ISA; or
  - 4.7.2. deposited the maximum ISA allowance for that tax year in another ISA or ISAs.
- 4.8. The restrictions in condition 4.7 do not apply if you are transferring:

- 4.8.1. an existing cash ISA to a Cash ISA (in accordance with condition 11); or
- 4.8.2. the maximum allowance deposited in another ISA or ISAs.
- 4.9. Your Cash ISA must always be in credit and cannot go overdrawn.
- 4.10. A Cash ISA is deemed to be opened once we have processed and accepted your application, including completing all the information-gathering and background-checking described in condition 4.1.

## **5. Set off**

- 5.1. You agree that we may settle your indebtedness on any account with us (including any mortgage or loan accounts with us), whether owed in your sole name or owed jointly by you alongside others, by transferring money from any credit balance that you may have on your Cash ISA.
- 5.2. We will tell you before we do this. The reasons for such a transfer will be explained to you and when it was completed. In making such a transfer, we may (and you authorise us to) bring to an end any fixed deposit period applying to a Cash ISA you hold with us and adjust any interest payable by us.
- 5.3. We may, but shall not be obliged to, consider the overall position on all your accounts (including any Cash ISAs as well as any other accounts you hold with us) before deciding whether or not to make payments from any one of them. We may also take into account transactions that have been made but have not yet cleared, or which have not yet been taken from or credited to your account(s).
- 5.4. This condition 5 also applies to debts owed to, and accounts held with, other companies in the Secure Trust Bank group. This means, for example, that:
  - 5.4.1. we can use funds in an account held with another member of the Secure Trust Bank group to set off against a debt owed to us; and
  - 5.4.2. we can use funds in an account held with us to set off against a debt owed to another member of the Secure Trust Bank group.
- 5.5. When exercising our rights under this condition 5, we will comply with any legal or regulatory restrictions on our powers to take money from your accounts. For example, we will not take money that we think you need to meet essential living expenses, or which we know belongs to someone else, or which you have received from a public body for certain purposes.

## **6. Deposits**

- 6.1. Where applicable, you must make a minimum initial deposit into your Cash ISA within 30 days of opening your Cash ISA. The minimum initial deposit is set out in the additional terms and conditions for your specific Cash ISA. The minimum initial deposit can be made by making

a deposit into the Cash ISA and/or a Transfer In of current tax year and/or previous tax year ISA deposits (see condition 11).

- 6.2. If the funds within the Cash ISA do not meet the minimum initial deposit within 30 days of opening your Cash ISA, we will automatically close your Cash ISA and return any funds you deposited to your Nominated Account and return any funds you made via a Transfer In to your previous ISA manager (see conditions 11 and 12).
- 6.3. You may make further deposits (in addition to the minimum initial deposit) up to the maximum ISA limit for the tax year. All deposits must be made by the Final Deposit Date.
- 6.4. The maximum ISA limit for the tax year is determined by HM Revenue and Customs (HMRC). Further details in relation to ISA allowances can be found on our Website or HMRC's website ([www.hmrc.gov.uk](http://www.hmrc.gov.uk)).
- 6.5. If you deposit more than the current year's maximum ISA limit then the excess amount of the deposit will be returned to your Nominated Account.

## **7. Nominated Accounts and general information on payments**

- 7.1. You must give us the details of your Nominated Account when you apply for your Cash ISA. You are allowed to change your Nominated Account from time to time.
- 7.2. To protect your Cash ISA from fraud, you cannot change the Nominated Account details if there are less than 15 days to the Cash ISA's maturity or the expiry of the Cash ISA notice period.
- 7.3. Electronic payments from the Cash ISA can only be made to the Nominated Account, or by way of a Transfer Out (see condition 12).
- 7.4. We are required by law to collect certain information about the payer and payee, the source of funds and the payee account when we make or accept payments in connection with the Cash ISA Services. We reserve the right to refuse to process any transaction where insufficient information has been provided to us.

## **8. Payments into the Cash ISA**

- 8.1. Our Cash ISAs may have additional restrictions on the depositing of sums in your Cash ISA. These will be set out in the additional terms and conditions for your specific Cash ISA.
- 8.2. If the HMRC ISA regulations provide that a payment into your account is invalid or cannot be made, we may reject the payment and return the money.
- 8.3. We will only accept payments made in UK Sterling.
- 8.4. We will accept for payment into your Cash ISA the following:

- 8.4.1. cheques payable to you from the Nominated Account (in accordance with the conditions described in condition 8.8 below);
- 8.4.2. electronic payments payable to you from the Nominated Account;
- 8.4.3. cheques payable to you from a UK current account which we can Electronically Verify is in the name of the Cash ISA Holder (in accordance with the conditions described in condition 8.8 below);
- 8.4.4. electronic payments payable to you from a Secure Trust Bank Account in the name of the Cash ISA Holder or a UK current account which we can Electronically Verify is in the name of the Cash ISA Holder; and
- 8.4.5. Transfers In (see condition 11).
- 8.5. Electronic payments are credited to your Cash ISA on the day they are received from our holding bank (Barclays). Electronic payments received after 7pm will be credited to the Cash ISA on the following day.
- 8.6. CHAPS payments into your Cash ISA can be made using your Sort Code and Cash ISA number.
- 8.7. We have the right to reject:
  - 8.7.1. electronic payments and cheques that are not from the Nominated Account;
  - 8.7.2. electronic payments and cheques from a UK current account that we cannot Electronically Verify as being in the name of the Cash ISA Holder;
  - 8.7.3. payments where accepting the payment might put us at risk of breaching a law or regulatory requirement; or
  - 8.7.4. payments that would put you in breach of these Cash ISA Terms (for example, because it would take you over a maximum balance) or where any Final Deposit Date to add the funds to the Cash ISA has passed.
- 8.8. When you pay in by cheque:
  - 8.8.1. interest is calculated from the next Business Day after the cheque is received at our address (as shown on your statement). Cheques received after 3.00pm will not be banked until the following Business Day;
  - 8.8.2. the funds will be credited to your Cash ISA on the next Business Day after the cheque is received at our address. The cheque cannot be returned unpaid after the end of that Business Day unless you are involved in fraud relating to the cheque;
  - 8.8.3. the cheque should be made payable to the Cash ISA Holder and it must include on the back of the cheque the Cash ISA number to which



the cheque is being paid (if we cannot identify the Cash ISA into which the cheque should be paid, because this information is not right, then we will reject the cheque);

- 8.8.4. the cheque may be returned unpaid due to lack of funds, the cheque being stopped, or irregularities in the way the cheque has been drawn. In such circumstances, we may debit the value of the cheque to your Cash ISA and we may apply a charge for this;
- 8.8.5. the cheque will normally be deemed as being out of date if it is paid in more than six months after its date. We will contact you if an out of date cheque is presented;
- 8.8.6. cheques should be crossed "Cash ISA payee only"; and
- 8.8.7. cheques must not be future dated.
- 8.9. Any cheques or other items sent to us by post are sent at your own risk.
- 8.10. Funds paid in by cheque or electronic transfer are available to be withdrawn once they have been credited to your Cash ISA, as explained in the preceding conditions.
- 8.11. If we use a particular bank or agent because you tell us to, we will not be responsible for any default or omission of such a bank or agent.
- 8.12. We cannot accept Direct Debits into your Cash ISA.

## **9. Payments out of the Cash ISA**

- 9.1. Our Cash ISAs may also have restrictions on the withdrawal of sums from your Cash ISA. These will be set out in the additional terms and conditions provided for your specific Cash ISA.
- 9.2. If your Cash ISA is a flexible Cash ISA (as set out in the additional terms and conditions) you can withdraw money from your account and replace it without the replacement money counting towards your annual allowance, so long as you replace the money within the same tax year. However, withdrawal and replacement is subject to individual product conditions, as set out in the additional terms and conditions and in some cases you will need to pay any replacement money into a different Cash ISA product.
- 9.3. Except where you have a flexible Cash ISA, any charges or other amounts withdrawn from your account by us or by other parties (such as under court orders) cannot be replaced without counting towards your annual ISA allowance.
- 9.4. Where your Cash ISA allows you to make payments out of it, provided there are sufficient cleared funds in your Cash ISA, you can give us a payment instruction (or cancel a payment instruction) in one of the following ways. This will be treated as your consent to us making (or cancelling) the payment:

- 9.4.1. telephoning us, going through our security procedures and confirming the details of the payment that is to be made or cancelled;
- 9.4.2. using another method which we agree with you and which may be covered by separate terms; or
- 9.4.3. instructing a Transfer Out (see condition 12).
- 9.5. If you give us instructions by telephone, you must follow the procedures and use the security details that you have selected.
- 9.6. In order to make a payment:
  - 9.6.1. the instructions to us must be complete and certain before we can process them;
  - 9.6.2. the payment must be to your Nominated Account, using the Nominated Account's sort code and account number;
  - 9.6.3. you must follow the correct security procedures for the payment and give us all the information we ask for;
  - 9.6.4. we must be satisfied that the instructions genuinely come from you, and we will protect the integrity of your Cash ISA by checking this where:
    - 9.6.4.1. we are asked to make a payment a significant period of time after the most recent transaction on the Cash ISA; or
    - 9.6.4.2. we reasonably think that the payment or activity on the Cash ISA is very unusual or suspicious; or
    - 9.6.4.3. there have been other recent changes associated with the Cash ISA (such as changing the Nominated Account) that mean that we need to apply greater security; and
  - 9.6.5. there must be no other reason under condition 10.11 that would stop us carrying out the payment.
- 9.7. If you do not have a Nominated Account set up or you change your Nominated Account, then there will be a delay to payments that you ask us to make while the new Nominated Account is set up and security checked. This could take 14 days from the date you give us the details.
- 9.8. Once we have received your instruction to make a payment straightaway, you cannot cancel that payment.
- 9.9. You can set up payments in advance on Cash ISAs:
  - 9.9.1. payments from Notice Cash ISAs will be made at the end of the notice period that applies to the Cash ISA after you have asked us to make the payment; and

- 9.9.2. payments from Fixed Rate Cash ISAs can only happen on the maturity date (or the next Business Day, if the maturity date is not a Business Day). You can give us instructions on where to pay the funds up to 14 days before maturity.
- In either case, the latest the payee's bank will receive the money is the end of the Business Day after the payment is made.
- 9.10. If you have instructed us to make a payment in the future from a Cash ISA, then you can cancel the payment at any time up to the end of the Business Day before the payment is due to go out of your Cash ISA. You can notify us using the appropriate method as set out in condition 9.4.
- 9.11. As certain payments need time to be processed, we apply cut-off times to payments. If we receive your instruction by 2.00pm on any Business Day, then we will process the instruction that day. This then means that the latest the payee's bank will receive the money is by the end of the next Business Day after we take the money out of the Cash ISA.
- 9.12. We will treat your instruction as having been received by us when we actually receive it, but if we receive your instruction on a day that is not a Business Day, or after our 2.00pm cut-off time on a Business Day, then we will treat it as having been received on the next Business Day. In the case of payments to be made at a future date, we will treat your instruction as having been received on the day the payment is due to be made and will not debit your Account until the day the payment is due.
- 9.13. We will debit your Cash ISA with the amount of:
- 9.13.1. any payment transactions you have instructed us to pay and authorised in accordance with this condition 9;
- 9.13.2. cheques paid into your Cash ISA which are subsequently returned unpaid;
- 9.13.3. any charges which are incurred in the operation of your Cash ISA;
- 9.13.4. any direct loss or expense which we suffer in connection with your Cash ISA following a breach by you of the Cash ISA Terms and Conditions;
- 9.13.5. any other transaction which you have authorised.
- 9.14. Payments will be made by electronic transfer.
- 9.15. If a payment out of your Cash ISA is rejected and returned by the recipient's bank, then we will credit the amount back to your Cash ISA. If your Cash ISA has been closed in the meantime, then we will open a Matured Funds Access ISA in your name and credit the amount to that Cash ISA.

## **10. Operating your Cash ISA**

- 10.1. You can only pay into an ISA the maximum amount in any tax year which is set by HMRC. You can find out what the annual ISA allowance is on our Website or on the HMRC website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).
- 10.2. There are currently four different ISA types: (i) a Cash ISA, (ii) a stocks and shares ISA, (iii) an innovative finance ISA; and, (iv) a lifetime ISA. You can only pay money into one of each type of ISA in any tax year, unless paying into more than one of each type of ISA is permitted by HMRC ISA Regulations.
- 10.3. If you do not pay any money into your Cash ISA for a whole tax year, or if the only money paid into a flexible Cash ISA is to replace money withdrawn in that same tax year, you will need to fill in a new application for a Cash ISA with us before you will be allowed to pay in more money.
- 10.4. To help manage your Cash ISA we will provide you with quarterly statements showing all payments to and from your Cash ISA (excluding Fixed Rate Cash ISAs, for which we will send an annual statement).
- 10.5. Whenever you make a payment out of your Cash ISA, except for a payment of accrued interest, we will send you a payment communication containing details of the payment within 30 days of that payment. Information about payments (of any kind) into or out of your Cash ISA is also available on request.
- 10.6. If you ask us to, we will send you a duplicate statement if you pay our charge as set out in our ISA Tariff. We will notify you of the charge on request and before we send the duplicate statement.
- 10.7. We may put messages on your statements to tell you about changes to our ISA Rate Card, the ISA Tariff, and these Cash ISA Terms. See condition 15 for details of how we can make changes to these Cash ISA Terms, the ISA Rate Card and the ISA Tariff.
- 10.8. In managing your Cash ISA we may contact you by post, telephone, text message or email using the latest address or telephone number you have given to us. You agree that you will tell us when any of these details change. If you do not, then you may not receive important information from us and we will not be liable for any losses you suffer as a result of this.
- 10.9. You can contact us at the address and telephone number shown on your statement; unless we specifically give you a different address, website or telephone number to use for a particular service.
- 10.10. You cannot set up Direct Debits or Standing Orders out of your Cash ISA.

- 10.11. We can refuse to carry out, or delay while we check, any transaction on the Cash ISA if we reasonably think that:
  - 10.11.1. a payment is not being made to the Nominated Account;
  - 10.11.2. the instruction is not sufficiently clear to allow us to carry out the payment under condition 9.6;
  - 10.11.3. the instruction may not have been properly authorised by you (condition 9.6.4 sets out the circumstances in which we will check this especially carefully);
  - 10.11.4. you or someone else is using the Cash ISA illegally or fraudulently or outside of the Cash ISA Terms and Conditions;
  - 10.11.5. we are required to do so by law, regulation, code or other duty which applies to us;
  - 10.11.6. you are subject to a bankruptcy order or administration order or you have entered into a voluntary arrangement with your creditors;
  - 10.11.7. there is a dispute (which we reasonably believe to be genuine) about the ownership or entitlement to the money in the Cash ISA;
  - 10.11.8. there are insufficient cleared funds in the Cash ISA to cover the amount of the payment and/or to cover any charge for making the payment;
  - 10.11.9. the terms of the payee's account stop us from completing the payment instruction, or the payee's account is unable to receive payments of that type;
  - 10.11.10. we intend to exercise our rights of set off under condition 5;
  - 10.11.11. we have suspended your ability to make a payment out of your Cash ISA under condition 10.16;
  - 10.11.12. circumstances beyond our reasonable control prevent us from offering a normal service (such as computer failure or industrial action or failure in a payment system).
- 10.12. Where we have refused to carry out a payment instruction for any of the reasons listed above, provided it would not be unlawful for us to tell you why we have refused to carry out a payment instruction, we will notify you either verbally or in writing when we have done this as soon as we can and we will tell you how to rectify any factual errors that caused us to refuse your instruction. We will also tell you if we cannot make a payment for those reasons if you contact us to ask about the progress of any payment.
- 10.13. In order to protect your Cash ISA, you must take the following steps:
  - 10.13.1. you must keep any security information you use to access your Cash ISA (such as the answers to our security questions, a password or PIN) secret. Do not share this information with anyone, and do not

write it down in a way that someone else might understand it. If you think someone else knows your security information or is using that information, tell us as soon as possible;

- 10.13.2. you must tell us as soon as possible if you do not receive your Cash ISA statement;
- 10.13.3. you must check your Cash ISA statements very carefully upon receipt. If you know or suspect that there are any mistakes, inaccuracies or unrecognised transactions in your statement, you must tell us as soon as possible; and
- 10.13.4. you must follow any other instructions we give you about protecting your Cash ISA. You should take sensible precautions to make sure they are genuine instructions that come from us, and not a fraudster. If you are in any doubt, do not follow the instructions but call us to check that the instructions are genuine.
- 10.14. If you suspect that someone knows your security information or has accessed your Cash ISA without your permission, you must report this to us as soon as possible by calling 0800 408 2041.
- 10.15. If we suspect fraud, or we believe your Cash ISA or your security information has been or could be compromised, we will call you to inform you. We will take you through our security procedures before we share any information with you.
- 10.16. We can suspend your ability to make a payment out of a Cash ISA where:
  - 10.16.1. we know or suspect that the details you use to access the Cash ISA have been compromised; or
  - 10.16.2. we otherwise reasonably suspect that there may be fraud on the Cash ISA.

## **11. Transfers in**

- 11.1. You may transfer your current tax year and / or previous tax years' ISA deposits held in an ISA with another ISA manager to a Cash ISA. We call this a 'Transfer In'. Your ability to pay money into a Cash ISA will be subject to the specific product terms and conditions set out in the additional terms and conditions.
- 11.2. If you Transfer In, you must give the Transfer In instructions as part of your application for the Cash ISA.
- 11.3. If you Transfer In your current tax year's ISA deposits, you must transfer this in full. You may Transfer In all or part of your previous year's ISA deposits.
- 11.4. If you Transfer In an existing ISA (held by another ISA manager) to a Cash ISA, on receipt of a transfer instruction from you, we will send

an instruction to your ISA manager within five Business Days to transfer your ISA to us.

- 11.5. We will credit the funds we receive from your ISA manager to your Cash ISA within three Business Days of receiving those funds.
- 11.6. We will return any funds you deposited via a Transfer In to your previous ISA manager (upon closure of your ISA Account) if you do not meet the minimum initial deposit within 30 days of opening your ISA Account.
- 11.7. If your previous ISA manager will not accept the returned funds, we will transfer your funds together with the tax-free interest into a Matured Funds Access ISA which we also provide (details of which, including the relevant terms and conditions, will be provided to and can be found on our Website).

## **12. Transfer Out**

- 12.1. You may wish to transfer your Cash ISA to another ISA manager. We call this a 'Transfer Out'.
- 12.2. If you choose to Transfer Out to a Cash ISA, we will transfer the funds (together with all rights and obligations) within five Business Days of us receiving a valid instruction from that manager or such later date as specified in that instruction.
- 12.3. If you choose to Transfer Out to a stocks and shares ISA, an innovative finance ISA or a lifetime ISA, we will transfer the money within the time stipulated by you or within 30 days of receiving the request from your new ISA manager, whichever is the longer period.
- 12.4. We do not permit partial withdrawals so you must transfer all the funds in one go to a new ISA manager.
- 12.5. If you request to Transfer Out a Fixed Rate Cash ISA before the maturity date or a Notice Cash ISA without serving the required notice to another ISA manager, you will incur a charge and other terms may apply (as set out in the additional terms and conditions).
- 12.6. If you cancel your request to Transfer Out a Cash ISA to another ISA manager or that ISA manager cannot accept the funds and the funds are returned to us, we will place the funds in a Matured Funds Access ISA.
- 12.7. If you have withdrawn money from a flexible Cash ISA you may not be able to replace some or all of that money with the new ISA manager. We will tell your new ISA manager how much money you can pay in within that tax year. You will need to check with us what money can be replaced with us or your new ISA manager.

### **13. Errors and Refunds**

- 13.1. Where we know that a payment was paid into your Cash ISA by mistake, you agree that we can debit it from your Cash ISA, even if there is not enough money in the Cash ISA to avoid it going overdrawn. We will contact you where we have done this. Where money is paid into your Cash ISA by mistake, we must co-operate with the bank whose customer made the payment, to enable that bank to recover the payment. As part of this, we must provide that bank with all relevant information it needs to collect the payment. This includes your name and contact address. If the bank is unable to recover the funds from us and its customer asks it to do so, the bank will share this information with its customer.
- 13.2. If you have any reason to think that a transaction has occurred on your Cash ISA without your authorisation, or that we have made a mistake, you must tell us as soon possible and in any event within 13 months of the transaction. We are not obliged to investigate any unauthorised transaction or make any refund if you tell us more than 13 months after the date of the transaction.

#### **Liability for losses arising from an unauthorised transaction or transactions**

- 13.3. Subject to conditions 13.4 to 13.7, where any loss caused by an unauthorised transaction or transactions arises because of an instruction that was not authorised by you, you will be liable for a maximum of £35 of that loss.
- 13.4. You will be liable for all losses arising from an unauthorised transaction or transactions where you have acted fraudulently. The maximum liability of £35 explained in condition 13.3 will not apply in this case.
- 13.5. Where losses arise from an unauthorised transaction or transactions because you deliberately or with gross negligence failed to keep your security details safe, your liability will not be limited to £35. You will be liable for all losses arising, except in the circumstances set out in condition 13.6. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 13.6. Except where you have acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions:
- 13.6.1. where the loss, theft or unauthorised use of security details was not detectable by you before the unauthorised transaction or transactions occurred;
- 13.6.2. after you have notified us of the loss, theft or unauthorised use of security details;
- 13.6.3. where we have failed to provide a notification process to allow you to report the loss, theft, or misappropriation of your security details, or any unauthorised use of your Cash ISA; or



- 13.6.4. where we have failed to carry out security checks to the standard required under relevant laws and regulations.
- 13.7. You will not be liable for any losses arising from an unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents did or failed to do.
- 13.8. Where we are responsible for an unauthorised transaction or transactions, we will refund the amount of the unauthorised transaction or transactions as soon as reasonably practicable, and in any event no later than the end of the Business Day after we are informed (unless we suspect you have been involved in fraudulent activity). Where applicable, we will also restore your Cash ISA to the state it would have been in if the payment(s) had not been made.
- 13.9. If we need to investigate a transaction on your Cash ISA, you agree to cooperate with us and with the police (if we need to involve them).

**Liability for transactions executed incorrectly or late**

- 13.10. If we fail to carry out a payment instruction, carry it out late or carry it out incorrectly, we will (where applicable) without undue delay refund to you the amount of the incorrect payment and restore your Cash ISA to the position it would have been in had the error not occurred. We will also reimburse you for any charges or interest you have had to pay as a result of the error. If you ask us to, we will (where applicable) immediately and without charge make efforts to trace any incorrect payment we have made, and we will notify you of the outcome.
- 13.11. The general rule set out in condition 13.10 does not apply where:
  - 13.11.1. we can prove that the payment was made correctly and on time by us and was received by the payee's bank;
  - 13.11.2. if you gave us incorrect information as part of your payment instruction (such as the wrong account details). In this case we will make reasonable efforts to recover the payment. Where we are unable to recover the payment and you send us a written request to do so, we will give you all the available and relevant information that we have and which we can lawfully provide to you relating to the incorrect payment, so that you can make a claim for repayment from the recipient or the recipient's bank;
  - 13.11.3. you contact us more than 13 months after the date on which the payment was made or, if the payment was not made, the date on which the payment ought to have been received by the payee's bank;
  - 13.11.4. in the case of an error, the error occurred as a result of circumstances outside our control, as explained in condition 14.
  - 13.11.5. in the case of late payments, the delay occurred as a result of circumstances outside our control, as explained in condition 14,

or because a Nominated Account has not been set up, or has been changed (as explained in condition 9.7), or because any of the circumstances set out in condition 10.11 apply.

#### **14. Limitations on our liability**

- 14.1. We will not be liable for any delays or failure in performing any of our obligations under the Agreement where such delay or failure arises because of any actions, limits or regulations imposed by any government, regulatory or other official body of any kind from time to time, civil disturbance, strike or industrial action or any other abnormal or unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable even if we had made every effort to avoid these.

Furthermore, we will not be liable to you for any losses whatsoever if we are prevented from providing banking or payment services by reason of acts of terrorism, failure of power supplies, interruption or breakdown of mobile phone networks, telecommunications networks or the internet, or the destruction, breakdown or malfunction of any third party systems, equipment or hardware again where the consequences are unavoidable even if we had made every effort to avoid these.

- 14.2. Nothing in these Cash ISA Terms will operate to limit or exclude our liability for any losses where limitation or exclusion is prohibited by law.

#### **15. Changing the Agreement**

- 15.1. We can change any part of the Agreement (including the Cash ISA Terms, ISA Rate Card or the ISA Tariff) for any of the following reasons:
- 15.1.1. where the changes make the Agreement better for you – this includes making the Agreement clearer or fairer, or correcting mistakes;
  - 15.1.2. where we are making changes to respond proportionately to changes in our costs of providing the Cash ISA or Cash ISA Services to you. A change in our costs would include where there is a change to the Bank of England base rate and this could result in us changing interest rates and/or introducing new charges;
  - 15.1.3. where we are making changes to respond proportionately to changes in the law, regulation or decisions made by the Financial Ombudsman Service (including changes we expect to happen in the future or where we decide that we should adopt or reflect previous changes in the law and including the tax treatment affecting ISA products);
  - 15.1.4. where we are making changes to reflect new industry guidance or codes of practice;
  - 15.1.5. to introduce new services or to develop, improve or replace services we already offer or where we introduce new features or processes

(including where we are developing our technology), in this case we can introduce a new charge for the service;

- 15.1.6. to improve the security of your Cash ISA or otherwise protect you or us from fraud or other illegal activity;
- 15.1.7. to withdraw a service or Cash ISA because it is out-of-date or not being used (by you or our customers in general), or is no longer commercially viable or because we are withdrawing from a particular savings market; or
- 15.1.8. where we are making changes because of changes to technology (including the systems we use to run our business).
- 15.2. In addition, as we are not able to predict all possible changes that might happen to our savings business, we can also make changes to any part of this Agreement if we have a reasonable justification, as long as we give you advance written notice and allow you to switch or close your Cash ISA without charge before those changes come into effect.

### **Changes to the ISA Rate Card**

- 15.3. If we are changing the ISA Rate Card in a way that benefits you (for example we are increasing the interest rate we pay on your Cash ISA), then we can do this immediately without having to tell you in advance. We will put information about such changes on our Website and you will be able to obtain information by calling Customer Services.
- 15.4. If we are reducing your interest rate set out in the ISA Rate Card (please note that we will not reduce an interest rate where we have told you that it is a fixed rate), the following rules apply:
  - 15.4.1. If the interest rate tracks a Reference Rate, then any changes to the Reference Rate will mean that the interest rate will change immediately. We will put information about this on our Website and you will be able to obtain information by calling Customer Services.
  - 15.4.2. If the interest rate does not track a Reference Rate, we will write to you telling you about changes to the ISA Rate Card, giving you prior notice of the changes. The notice period will be one of the following:
    - 15.4.2.1. if no notice period applies for withdrawals, we will give you 14 days' prior notice before the change takes effect;
    - 15.4.2.2. if the notice period for withdrawals is less than 30 days, we will give you 44 days' prior notice before the change takes effect. If you wish to close your Cash ISA the normal notice period for withdrawals will apply to your Cash ISA as will any withdrawal charges that apply;
    - 15.4.2.3. if the notice period for withdrawals is 30 days or more, we will give you 14 days in addition to the normal notice period for withdrawals. After that time, the change will take effect. If you wish to close your Cash ISA the normal notice period for withdrawals will apply to your Cash ISA, as will any withdrawal charges that apply.

## **Changes to the charges in the ISA Tariff (other than charges relating to electronic payments)**

- 15.5. This rule applies where we make changes to the charges in the ISA Tariff, or introduce new charges, provided those charges do not relate to electronic payments. If we increase a charge (or introduce a new charge) relating to the day-to-day running of your Cash ISA, we will give you at least 30 days' prior written notice before the change takes effect.

If the increase (or the new charge) does not relate to the day-to-day running of your Cash ISA, we will tell you about the change by notice on our website at least 30 days before the change takes effect. At any time before the change takes effect, you can close your Cash ISA without giving notice, and without loss of interest or incurring any penalty.

- 15.6. If we reduce the amount of a charge, we will tell you about the change by notice on our website. In this situation, you will have no right to close your Cash ISA other than by going through the normal procedures (including giving the normal period of notice for closures and paying any withdrawal charges that apply).

## **Changes to Cash ISA Terms, additional terms and conditions, or charges which relate to electronic payments**

- 15.7. This rule applies where we make changes to any Cash ISA Terms or the additional terms and conditions relating to the electronic payment services we provide in relation to a Cash ISA (including any Cash ISA Terms explaining your or our liability if anything goes wrong with an electronic payment, or any charges relating to electronic payments which are set out in the ISA Tariff). We will give you two months' personal notice of any such changes. If you do not accept the changes you can notify us, but we will take this as notice that you wish to close your Cash ISA. If you do not notify us before the changes come into effect we will treat you as having accepted the changes.

## **Changes to any other Cash ISA Terms or additional terms and conditions**

- 15.8. Where we make changes to these Cash ISA Terms or the additional terms and conditions other than those set out in the preceding conditions, this rule applies:
- 15.8.1. If the changes are to your disadvantage, then we will give you at least 30 days' personal notice of the change. At any time during the 60 days from the date of the notice you are free to close or switch your Cash ISA without having to give notice and without having to pay any charges or losing any interest for doing so.
- 15.8.2. If the changes are not to your disadvantage, we will provide or make available details of the change within 30 days of the changes.

## **16. Closing the Cash ISA and ending the Agreement**

- 16.1. You promise not to do any of the following things:
  - 16.1.1. use or let someone else use, or try to use, the Cash ISA for money laundering, to receive the proceeds of any crime or attempted crime (including where we have a reasonable suspicion that this is the case) or knowingly to pass money onto anyone involved with criminal or alleged criminal activity;
  - 16.1.2. try to defraud us or someone else;
  - 16.1.3. give us false information about yourself or your Cash ISAs at any time;
  - 16.1.4. fail to give us any information we reasonably need you to give us once we have asked for it;
  - 16.1.5. repeatedly or seriously break any of the other Cash ISA Terms of this Agreement;
  - 16.1.6. attempt to compromise any of our IT systems or assist someone else in doing so; or
  - 16.1.7. threaten or abuse our staff.
- 16.2. We can close your Cash ISA immediately and without prior notice in the following circumstances:
  - 16.2.1. we reasonably think that you have broken any of the promises in condition 16.1;
  - 16.2.2. where law or regulation requires that we have to close your Cash ISA;
  - 16.2.3. you no longer satisfy the eligibility conditions for holding a Cash ISA, set out in condition 4.6; or
  - 16.2.4. you are made bankrupt or you have entered into a voluntary arrangement with your creditors.
- 16.3. If any of these things happen, we will at our discretion send a cheque or funds by electronic payment to the Nominated Account, for the full amount of the funds we hold, in UK sterling.
- 16.4. The account must be run in accordance with the HMRC ISA Regulations. We will notify you if, due to any failure to satisfy the provisions of these regulations, your Cash ISA has, or will, become void, you lose any tax relief or you are unable to make further payments into your account. If we are instructed by HMRC to close your ISA Account, we will do this immediately. We will inform you in writing if we need to do this.
- 16.5. If your Cash ISA becomes void or you become ineligible to make any further payments into the account as a result of a failure to satisfy the HMRC ISA Regulations we will either:

- 16.5.1. convert all or part of the Cash ISA (e.g. any invalid payments in and any interest) to one of our instant access savings accounts, without prior notice. Interest would then be paid at the rate for the new account and the Cash ISA Terms and conditions applicable to that account will apply; or
- 16.5.2. close the account.

We will send you a personal notification within 30 days of taking either of these actions.
- 16.6. We can close your Cash ISA by giving you at least 2 months' advance written notice unless your Cash ISA obliges you to give us a longer period of notice to make withdrawals or close the Cash ISA, in which case we will give you an equivalent period of notice. However, if the Cash ISA is a Fixed Rate Cash ISA, we can only close the Cash ISA before the maturity date if condition 5.2, condition 16.2 or 16.4 applies or in accordance with a specific term in the additional terms and conditions.
- 16.7. Any benefits or services we provide in relation to your Cash ISA will end as soon as it is closed.
- 16.8. You can close your Cash ISA at any time by telling us over the telephone. Your Cash ISA will be closed on the next Business Day after we receive your request to close your Cash ISA. You will have to pay a withdrawal charge if you close a Fixed Rate Cash ISA before the maturity date or a Notice Cash ISA without serving the required notice, except in the circumstances set out in condition 15 and condition 18, and subject to any additional terms and conditions.
- 16.9. Unless there is a specific restriction on your Cash ISA, if you are not happy about your choice of Cash ISA you may cancel it without notice within 14 days of the date the contract is entered into, or the date on which you receive the Cash ISA Terms, whichever is the later.
- 16.10. If you cancel you Cash ISA within the 14 day period, as set out at condition 16.9, we will give you your money back or we will help you switch to another of our Cash ISAs. If you choose to switch to another of our Cash ISAs:
  - 16.10.1. any interest you have accrued will be paid to you free of income tax;
  - 16.10.2. the money you have paid in will not count towards your annual ISA allowance for that tax year;
  - 16.10.3. you can open another Cash ISA with us or another ISA manager, up to your annual ISA allowance for that tax year, if there is enough time to do so and you remain eligible.

## **17. Dormant Cash ISAs**

- 17.1. If you have not been in contact with us for fifteen years then we will treat all Cash ISAs you hold with us as dormant. This means that the money continues to belong to you but we will:
  - 17.1.1. stop payments in and out of your Cash ISAs. This would include, where you have instructed us to pay interest to the Nominated Account, changing this so that interest is instead credited to your Cash ISA; and
  - 17.1.2. carry out enhanced levels of security checks before we restore your access to your Cash ISAs if you subsequently contact us to use your Cash ISAs.
- 17.2. If there has been a long period without any activity on your Cash ISA, then, unless we know that we do not have the right contact details for you, we will try and contact you to discuss whether the Cash ISA is still right for your needs. If we cannot contact you then we may take steps to try and find you, depending on the amount of money in the Cash ISA.

## **18. Death of a Cash ISA Holder**

- 18.1. Where the Cash ISA Holder dies during the term of the Cash ISA, the Personal Representatives of the deceased must notify us in writing.
- 18.2. We will require a certified copy of the death certificate, Will, Letter of Administration, probate or indemnity letter, as we deem reasonably necessary.
- 18.3. If, when you die, any of your Cash ISAs were dormant, money in that Cash ISA will become part of your estate, no matter how many years have passed.
- 18.4. If you die before your Cash ISA is closed or matures, no more money can be paid into your Cash ISA. Your money will continue to be treated as being held in a Cash ISA, and any interest earned will be exempt from tax, until the earliest of the following dates:
  - 18.4.1. the administration of your estate is finalised; or
  - 18.4.2. your Cash ISA is closed; or
  - 18.4.3. the third anniversary of the date of your death.
- 18.5. If you die, we will not accept any further deposits, Transfers In or any other additional permitted subscriptions into your Cash ISA.

## **19. Miscellaneous**

- 19.1. You must not assign any of your rights under the Cash ISA or grant any charge over money held in your Cash ISA.

- 19.2. These Cash ISA Terms shall be governed by and construed in accordance with the laws of England and Wales. If there is a dispute between us, that shall be subject to the non-exclusive jurisdiction of the Courts of:
- 19.2.1. Scotland, if you live there;
  - 19.2.2. Northern Ireland, if you live there; or
  - 19.2.3. England and Wales, if you live anywhere else.
- 19.3. Any notice, demand or communication given under these Cash ISA Terms or any transaction to which they apply shall, in the absence of any express agreement and except where we shall give general notice in the press, be in writing and shall be deemed to be duly served if left at, or sent to, the address, fax number or email address last communicated to us by you. Any such notice, demand or communication shall be deemed to be received, if sent by first class mail, two Business Days after posting or five Business Days in the case of second class post, fax or email at the moment of dispatch or if left at your address at the time of delivery.
- 19.4. We will only delegate our functions or responsibilities to a third party under these Cash ISA Terms if we are satisfied that they are competent to carry out those functions or responsibilities.

## **20. Complaints**

- 20.1. If you would like to make a complaint, you may call Customer Services on 0345 111 7092 or contact our Chief Executive Officer at our registered office address, which is set out earlier in these Cash ISA Terms. If you are not satisfied with the way we deal with your complaint, you can refer the matter to The Financial Ombudsman Service, Exchange Tower, London E14 9SR, or by emailing them at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The Financial Ombudsman Service website is [www.fos.org.uk](http://www.fos.org.uk). If you would like more information about complaints, please call Customer Services for written details of the Financial Ombudsman Service.
- 20.2. Alternative dispute resolution is a way of resolving a dispute or complaint without going to court. It can be initiated in various ways, including face-to-face, by telephone, in writing or online. If you opened the Cash ISA online, and you want to initiate a complaint online, a platform has been created by the European Commission which will forward the complaint to the right alternative dispute resolution regime. As highlighted above, in relation to this agreement, this is the Financial Ombudsman Service. For more information about the platform please visit <http://ec.europa.eu/odr>.



20.3. It is also possible for you to complain to the FCA.

**21. Additional terms and conditions**

21.1. Depending on the Cash ISA(s) you hold, these Cash ISA Terms may be supplemented by additional terms and conditions, and you must read those alongside these Cash ISA Terms.

**CUSTOMER SERVICES HELPLINE**

**0345 111 7092**

**[WWW.SECURETRUSTBANK.COM](http://WWW.SECURETRUSTBANK.COM)**

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Our registration number is 204550.

