

PERSONAL SAVINGS ACCOUNTS TERMS AND CONDITIONS



Effective from 30 October 2019

DEFINITIONS

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

"Account Holder", **"you"**, **"your"**, **"yours"** refers to you, the customer and includes a reference to any joint holder of an Account.

"Account" means all or any of your Savings Accounts or Fixed Rate Bonds held with us.

"Account Services" means the deposit account facilities that we may provide to you from time to time, subject to these Terms, including, without limitation, debit and credit facilities and payment transmission services.

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

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

"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(s) of an Account Holder for the purposes of detecting and preventing crime, fraud and money laundering, and to verify your identity.

"Fixed Rate Bond" means a product with a fixed term.

"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 Account. We must be able to Electronically Verify that your chosen account is in the name of an Account Holder (where you hold a joint Account, this can be in the name of either or both Account Holders).

"Rate Card" the information we provide on interest rates applicable to our Accounts.

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

"Savings Account" means a notice or instant access product.

"Tariff" means our tariff of charges as published from time to time and which can be found on our Website.

“Terms” and **“Terms and Conditions”** means these Terms, together with any additional terms and conditions that may apply to our services from time to time. The Terms may be varied, amended, modified or supplemented from time to time as set out in condition 13 below.

“Website” means www.securetrustbank.com or any other website we use in its place in the future.

OUR STATUS AND PURPOSE OF THESE 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 Terms, together with our Rate Card and Tariff, set out the basis on which we will provide you with your Account. Additional terms and conditions may apply to certain accounts and services and we will advise you when they apply. You should read these Terms together with any additional terms and conditions. In these terms we refer to the agreement with you as the Agreement. If there is any inconsistency between these Terms, additional terms and conditions, the Rate Card or Tariff, then the Additional terms and conditions take priority, followed by these Terms and then the Rate Card and the Tariff.

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

1. General

- 1.1. This Agreement will apply for the period in which your Account is open.
- 1.2. From time to time we may offer Account Holders additional services or benefits. These do not form part of the Terms and we may, if we wish, alter or remove them at any time in accordance with the applicable Terms and Conditions for those additional services or benefits.
- 1.3. By opening an Account with us, you are confirming to us that you will use your Account in accordance with these Terms.
- 1.4. By agreeing to these Terms you are confirming to us that the money in your Account is and will remain yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so.

2. Our charges

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

3. Interest

- 3.1. The interest rate applicable to the Account is published on our Rate Card which can be found on our Website. It can also be requested by telephone from Customer Services.
- 3.2. Interest is calculated daily and will be applied to your Account on the dates shown on the Rate Card. Interest is accrued on payments into your Account from the day they are credited to the Account, as set out in conditions 8.3 and 8.6.
- 3.3. You can choose either to have interest added to your Account or paid away to your Nominated Account. You will be able to change your preference at any time.

4. Taxation

- 4.1. We will not deduct tax from credit interest. Tax payers may have to pay tax on interest received.

5. Opening your Account and Eligibility

- 5.1. Before opening an Account, we will make all necessary enquiries into your background. This is to verify identity (as required by law), satisfy ourselves of your eligibility as an Account Holder, and obtain other information we need to allow us to satisfy other legal requirements. For existing Account Holders, we may need to re-confirm your identity and permanent address if you are opening a new Account. 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 an Account without giving a reason.
- 5.2. 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.
- 5.3. You will ensure that all persons named on the application form will, at all times, keep to these Terms.

- 5.4. You must let us know immediately if you change or any person named on the application form changes your and/or their 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 Account.
- 5.5. You must be at least 18 years of age to open an Account unless the additional terms and conditions for the Account specify a different minimum age.
- 5.6. The person or persons named on the Accounts must be a UK resident. If you or any other person named on the Account cease to be a UK resident then you must tell us this as soon as possible.
- 5.7. Our Website sets out details of the maximum balance permitted across the Accounts you hold with us. If you have a joint account, we count half the money held in that account towards that maximum limit.
- 5.8. Your Account must always be in credit and cannot go overdrawn. If your Account does become overdrawn, you agree to deposit funds into the Account immediately to clear any debt. We may contact you to ask you make such a payment. If you have funds in a different Account then you agree that we can exercise a right of set off as described in condition 6.
- 5.9. An Account 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 5.1.

6. Set off

- 6.1. 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 Account held with us in your sole name or in joint Accounts in your name and the name(s) of others. 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 Fixed Rate Bond you hold with us and adjust any interest payable by us.
- 6.2. We may, but shall not be obliged to, consider the overall position on all your Accounts 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).
- 6.3. This condition 6 also applies to debts owed to, and accounts held with, other companies in the Secure Trust Bank group. This means, for example, that:

- 6.3.1. 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
- 6.3.2. 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.
- 6.4. When exercising our rights under this condition 6, 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.

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 Account. You are allowed to change your Nominated Account from time to time in accordance with this condition 7.
- 7.2. If you have a Fixed Rate Bond or a notice Account then, to protect your Account from fraud, you cannot change the Nominated Account details if there are less than 15 days to the Account's maturity or the expiry of the Account notice period.
- 7.3. Electronic payments from the Account can only be made to the Nominated Account.
- 7.4. Internal transfers can be made to and from the Accounts you hold with us subject to the Account Terms and Conditions.
- 7.5. 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 Account Services. We reserve the right to refuse to process any transaction where insufficient information has been provided to us.

8. Payments into the Account

- 8.1. We will only accept payments made in UK Sterling.
- 8.2. We will accept for payment into your Account the following:
 - 8.2.1. cheques payable to you from the Nominated Account (in accordance with the conditions described in condition 8.6 below);
 - 8.2.2. electronic payments payable to you from the Nominated Account;
 - 8.2.3. cheques payable to you from a UK current account which we can Electronically Verify is in the name(s) of an Account Holder (in accordance with the conditions described in condition 8.6 below); and
 - 8.2.4. electronic payments payable to you from a Secure Trust Bank Account in the name(s) of an Account Holder or a UK current account which we can Electronically Verify is in the name(s) of an Account Holder.

- 8.3. Electronic payments are credited to your Account on the day they are received from our holding bank (Barclays). Electronic payments received after 7pm will be credited to the Account on the following day.
- 8.4. CHAPS payments into your Account can be made using your Sort Code and Account number.
- 8.5. We have the right to reject:
 - 8.5.1. electronic payments and cheques that are not from the Nominated Account;
 - 8.5.2. electronic payments and cheques from a UK current account that we cannot Electronically Verify as being in the name(s) of an Account Holder;
 - 8.5.3. payments where accepting the payment might put us at risk of breaching a law or regulatory requirement; or
 - 8.5.4. payments that would put you in breach of these Terms (for example, because it would take you over a maximum balance) or where our deadline to add the funds to the Account has passed.
- 8.6. When you pay in by cheque:
 - 8.6.1. 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;
 - 8.6.2. the funds will be credited to your Account 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;
 - 8.6.3. the cheque should be made payable to the Account Holder(s) and it must include on the back of the cheque the Account number to which the cheque is being paid (if we cannot identify the Account into which the cheque should be paid, because this information is not right, then we will reject the cheque);
 - 8.6.4. 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 Account and we may apply a charge for this;
 - 8.6.5. 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;
 - 8.6.6. cheques should be crossed "account payee only"; and

- 8.6.7. cheques must not be future dated.
- 8.7. Any cheques or other items sent to us by post are sent at your own risk.
- 8.8. Funds paid in by cheque or electronic transfer are available to be withdrawn once they have been credited to your Account, as explained in the preceding conditions.
- 8.9. 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.
- 8.10. We cannot accept Direct Debits into your Account.

9. Payments out of the Account

- 9.1. Withdrawals are not permitted from the Fixed Rate Bonds before the end of the term, except as set out in condition 14 and any additional terms and conditions.
- 9.2. Where your Account allows you to make payments out of it, provided there are sufficient cleared funds in your Account, 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:
 - 9.2.1. telephoning us, going through our security procedures and confirming the details of the payment that is to be made or cancelled; or
 - 9.2.2. using another method which we agree with you and which may be covered by separate terms.
- 9.3. Where your Account is a joint Account, we require the authorisation of each Account Holder to authorise a payment out of the Account, or to cancel a payment instruction.
- 9.4. If you give us instructions by telephone, you must follow the procedures and use the security details that you have selected.
- 9.5. In order to make a payment:
 - 9.5.1. the instructions to us must be complete and certain before we can process them;
 - 9.5.2. the payment must be to your Nominated Account, using the Nominated Account's sort code and account number;
 - 9.5.3. you must follow the correct security procedures for the payment and give us all the information we ask for;
 - 9.5.4. we must be satisfied that the instructions genuinely come from you, and we will protect the integrity of your Account by checking this where:
 - 9.5.4.1. we are asked to make a payment a significant period of time after the most recent transaction on the Account; or

- 9.5.4.2. we reasonably think that the payment or activity on the Account is very unusual or suspicious; or
 - 9.5.4.3. there have been other recent changes associated with the Account (such as changing the Nominated Account) that mean that we need to apply greater security; and
 - 9.5.5. there must be no other reason under condition 10.9 that would stop us carrying out the payment.
 - 9.6. 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.
 - 9.7. Once we have received your instruction to make a payment straightaway, you cannot cancel that payment.
 - 9.8. You can set up payments in advance on Fixed Rate Bonds and notice Accounts:
 - 9.8.1. payments from notice Accounts will be made at the end of the notice period that applies to the Account after you have asked us to make the payment; and
 - 9.8.2. payments from Fixed Rate Bonds 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.
- 9.9. If you have instructed us to make a payment in the future from an instant access Account, a payment at the end of a notice period (in the case of a notice Account), or a payment on maturity of a Fixed Rate Bond, then you can cancel those payments at any time up to the end of the Business Day before the payment is due to go out of your Account. You can notify us using the appropriate method as set out in condition 9.2.
 - 9.10. 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 Account.
 - 9.11. 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.

- 9.12. We will debit your Account with the amount of:
- 9.12.1. any payment transactions you have instructed us to pay and authorised in accordance with this condition 9;
- 9.12.2. cheques paid into your Account which are subsequently returned unpaid;
- 9.12.3. any charges which are incurred in the operation of your Account;
- 9.12.4. any direct loss or expense which we suffer in connection with your Account following a breach by you of the Terms and Conditions;
- 9.12.5. any other transaction which you have authorised.
- 9.13. Payments will be made by electronic transfer.
- 9.14. If a payment out of your Account is rejected and returned by the recipient's bank, then we will credit the amount back to your Account. If your Account has been closed in the meantime, then we will open an instant access Account in your name and credit the amount to that Account.

10. Operating your Account

- 10.1. To help manage your Account we will provide you with quarterly statements showing all payments to and from your Account (excluding Fixed Rate Bonds, for which we will send an annual statement).
- 10.2. Whenever you make a payment out of your Account, except for a payment of accrued interest to another account, 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 Account are also available on request at any time.
- 10.3. If you ask us to, we will send you a duplicate statement if you pay our charge as set out in our Tariff. We will notify you of the charge on request and before we send the duplicate statement.
- 10.4. We may put messages on your statements to tell you about changes to our Rate Card, the Tariff and these Terms. See condition 13 below for details of how we can make changes to these Terms, the Rate Card and the Tariff.
- 10.5. In managing your Account 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.

- 10.6. 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.
- 10.7. Where there is more than one Account Holder, that is to say where the Account is a joint Account:
- 10.7.1. To avoid duplication, we only will send information about the Account to the address or email of the first named applicant as stated on the application (unless there is a legal reason we have to write to all of you). The person we contact is responsible for sharing with the rest of you the information we send. You can change this at any time by asking us to contact a specific person or, if you live at separate addresses for example, you can ask us to send statements or other messages (or both) on your account to each of you.
- 10.7.2. You agree to be bound jointly and severally (that is, both individually and together) by the Terms and any additional or supplemental terms which apply to your Account. This means, for example, that any one of you might have to pay us all of the charges we charge you, and we do not have to divide the charges between you.
- 10.7.3. Each of you will be equally entitled to all the funds in the Account and we will not be concerned with the division of the funds.
- 10.7.4. If one of you dies, the money in the Account will automatically belong to the other. More details about this are set out in condition 16.
- 10.7.5. A joint Savings Account may be converted to a sole Account by removing one of the Account Holders, following receipt by us of written notification from both Account Holders.
- 10.7.6. If we become aware of a disagreement between the Account Holders to the Account, we will require the authorisation of all Account Holders for withdrawals and any instructions including closure of the Account and we may apply enhanced security measures to the Account. The disagreement may be through separation or divorce of the Account Holders or for any other reason. Dependent upon the circumstances, the Bank reserves the right to freeze the Account.
- 10.8. You cannot set up Direct Debits or Standing Orders out of your Account.
- 10.9. We can refuse to carry out, or delay while we check, any transaction on the Account if we reasonably think that:
- 10.9.1. a payment is not being made to the Nominated Account;
- 10.9.2. the instruction is not sufficiently clear to allow us to carry out the payment under condition 9.5;
- 10.9.3. the instruction may not have been properly authorised by you (condition 9.5.4 sets out the circumstances in which we will check this especially carefully);

- 10.9.4. you or someone else is using the Account illegally or fraudulently or outside of the Terms and Conditions;
- 10.9.5. we are required to do so by law, regulation, code or other duty which applies to us;
- 10.9.6. you are subject to a bankruptcy order or administration order or you have entered into a voluntary arrangement with your creditors;
- 10.9.7. there is a dispute (which we reasonably believe to be genuine) about the ownership or entitlement to the money in the Account;
- 10.9.8. there are insufficient cleared funds in the Account to cover the amount of the payment and/or to cover any charge for making the payment;
- 10.9.9. 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;
- 10.9.10. we intend to exercise our rights of set off under condition 6;
- 10.9.11. we have suspended your ability to make a payment out of your Account under condition 10.14;
- 10.9.12. 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).
- 10.10. 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 that 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.
- 10.11. In order to protect your account, you must take the following steps:
 - 10.11.1. you must keep any security information you use to access your Account (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;
 - 10.11.2. you must tell us as soon as possible if you do not receive your Account statement;
 - 10.11.3. you must check your Account 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

- 10.11.4. you must follow any other instructions we give you about protecting your Account. 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.
- 10.12. If you suspect that someone knows your security information or has accessed your Account without your permission, you must report this to us as soon as possible by calling 0800 408 2041.
- 10.13. If we suspect fraud, or we believe your Account 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.
- 10.14. We can suspend your ability to make a payment out of an Account where:
 - 10.14.1. we know or suspect that the details you use to access the Account have been compromised;
 - 10.14.2. we otherwise reasonably suspect that there may be fraud on the Account; or
 - 10.14.3. if your Account is overdrawn, that we reasonably think that there is a risk that you will not be able to repay us.
- 10.15. You must tell us if you want someone else to have the ability to access your Savings Account on a formal basis, for example an attorney acting under a power of attorney, and we will tell you the process you and the attorney will need to follow. The attorney will need to agree to certain requirements at the time. You must let us know immediately if you wish to remove anyone you have appointed by phoning us.

11. Errors and Refunds

- 11.1. Where we know that a payment was paid into your Account by mistake, you agree that we can debit it from your Account, even if there is not enough money in the Account to avoid it going overdrawn. We will contact you where we have done this. Where money is paid into your Account 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 the 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.
- 11.2. If you have any reason to think that a transaction has occurred on your Account 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

- 11.3. Subject to conditions 11.4 to 11.7, 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.
- 11.4. 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 11.3 will not apply in this case.
- 11.5. 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 11.6. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 11.6. Except where you have acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions:
 - 11.6.1. where the loss, theft or unauthorised use of security details was not detectable by you before the unauthorised transaction or transactions occurred;
 - 11.6.2. after you have notified us of the loss, theft or unauthorised use of security details;
 - 11.6.3. 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 Account; or
 - 11.6.4. where we have failed to carry out security checks to the standard required under relevant laws and regulations.
- 11.7. 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.
- 11.8. 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 Account to the state it would have been in if the payment(s) had not been made.
- 11.9. If we need to investigate a transaction on your Account, you agree to cooperate with us and with the police (if we need to involve them).

Liability for transactions executed incorrectly or late

- 11.10. 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 account 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.
- 11.11. The general rule set out in condition 11.10 does not apply where:
- 11.11.1. we can prove that the payment was made correctly and on time by us and was received by the payee's bank;
- 11.11.2. 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;
- 11.11.3. 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;
- 11.11.4. in the case of an error, the error occurred as a result of circumstances outside our control, as explained in condition 12.
- 11.11.5. in the case of a late payments, the delay occurred as a result of circumstances outside our control, as explained in condition 12, or because a Nominated Account has not been set up, or has been changed (as explained in condition 9.6), or because any of the circumstances set out in condition 10.9 apply.

12. Limitations on our liability

- 12.1. 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.

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

13. Changing the Agreement

- 13.1. We can change any part of the Agreement (including the Rate Card or the Tariff) for any of the following reasons:
- 13.1.1. where the changes make the Agreement better for you – this includes making the Agreement clearer or fairer, or correcting mistakes;
 - 13.1.2. where we are making changes to respond proportionately to changes in our costs of providing the Account or Account 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;
 - 13.1.3. 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);
 - 13.1.4. where we are making changes to reflect new industry guidance or codes of practice;
 - 13.1.5. 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;
 - 13.1.6. to improve the security of your Account or otherwise protect you or us from fraud or other illegal activity;
 - 13.1.7. to withdraw a service or Account 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
 - 13.1.8. where we are making changes because of changes to technology (including the systems we use to run our business).
- 13.2. 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 Account without charge before those changes come into effect.

Changes to the Rate Card

- 13.3. If we are changing the Rate Card in a way that benefits you (for example we are increasing the interest rate we pay on your Account), 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.
- 13.4. If we are reducing your interest rate set out in the 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:
 - 13.4.1. 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.
 - 13.4.2. If the interest rate does not track a Reference Rate, we will write to you telling you about changes to the Rate Card, giving you prior notice of the changes. The notice period will be one of the following:
 - 13.4.2.1. if no notice period applies for withdrawals, we will give you 14 days' prior notice before the change takes effect;
 - 13.4.2.2. 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 Account or switch your Account the normal notice period for withdrawals will apply to your Account, as will any withdrawal charges that apply;
 - 13.4.2.3. 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 Account or switch your Account the normal notice period for withdrawals will apply to your Account, as will any withdrawal charges that apply.

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

- 13.5. This rule applies where we make changes to the charges in the 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 Account, 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 Account, 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 or switch your Account without giving notice, and without loss of interest or incurring any penalty.

- 13.6. 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 or switch your Account 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 Terms, additional terms and conditions, or charges which relate to electronic payments

- 13.7. This rule applies where we make changes to any Terms or the additional terms and conditions relating to the electronic payment services we provide in relation to an Account (including any 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 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 Account. 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 Terms or additional terms and conditions

- 13.8. Where we make changes to these Terms or the additional terms and conditions other than those set out in the preceding conditions, this rule applies:
- 13.8.1. 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 Account without having to give notice and without having to pay any charges or losing any interest for doing so.
- 13.8.2. If the changes are not to your disadvantage, we will provide or make available details of the change within 30 days of the changes.

14. Closing the Account and ending the Agreement

- 14.1. You promise not to do any of the following things:
- 14.1.1. use or let someone else use, or try to use, the Account 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;
- 14.1.2. try to defraud us or someone else;
- 14.1.3. give us false information about yourself or your Accounts at any time;
- 14.1.4. fail to give us any information we reasonably need you to give us once we have asked for it;

- 14.1.5. repeatedly or seriously break any of the other terms of this Agreement;
- 14.1.6. attempt to compromise any of our IT systems or assist someone else in doing so; or
- 14.1.7. threaten or abuse our staff.
- 14.2. We can close your Account immediately and without prior notice in the following circumstances:
 - 14.2.1. we reasonably think that you have broken any of the promises in condition 14.1;
 - 14.2.2. where law or regulation requires that we have to close your Account;
 - 14.2.3. you, or any named person or persons on the Account, become non UK resident; or
 - 14.2.4. you, or any named person or persons on the Account, are made bankrupt or you have entered into a voluntary arrangement with your creditors.

If any of these things happen, we will at our discretion send a cheque (payable to both parties in the event of Joint Accounts) or funds by electronic payment to the Nominated Account, for the full amount of the funds we hold, in UK sterling.
- 14.3. We can close your Account by giving you at least 2 months' advance written notice unless your Account obliges you to give us a longer period of notice to make withdrawals or close the Account, in which case we will give you an equivalent period of notice. However, if the Account is a Fixed Rate Bond, we can only close the Account before the maturity date if condition 14.2 applies.
- 14.4. Any benefits or services we provide in relation to your Account will end as soon as it is closed.
- 14.5. You can close your Account (except for Fixed Rate Bonds) by telling us over the phone. All Account Holders must authorise the request before any closure can be processed. In the case of a Notice account, the account will be closed on expiry of the notice period applicable to that account. Fixed Rate Bonds cannot be closed during their term except as set out in condition 14.2 and any additional terms and conditions.
- 14.6. If you are not happy about your choice of Account 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 Terms, whichever is the later. We will help you switch to another of our Accounts, or we will give you your money back with any interest it has earned.

15. Dormant Accounts

- 15.1. If you have not been in contact with us for fifteen years then we will treat all Accounts you hold with us as dormant. This means that the money continues to belong to you but we will:

- 15.1.1. stop payments in and out of your Accounts. This would include, where you have instructed us to pay interest to another Account, changing this so that interest is instead credited to your Account; and
- 15.1.2. carry out enhanced levels of security checks before we restore your access to your Accounts if you subsequently contact us to use your Accounts.
- 15.2. If there has been a long period without any activity on your Account, 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 Account 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 Account.

16. Death of an Account Holder

- 16.1. Where one or both Account Holders dies during the term of the Account, the Personal Representatives of the deceased must notify us in writing.
- 16.2. We will require a certified copy of the death certificate, Will, Letter of Administration, probate or indemnity letter, as we deem reasonably necessary.
- 16.3. Where an Account is held on a joint basis and one of the Account Holders dies the Account will automatically be transferred into the sole name of the surviving party once we receive the documents referred to in condition 16.2.
- 16.4. If, when you die, any of your Accounts were dormant, funds in that Account will become part of your estate, no matter how many years have passed.

17. General

- 17.1. You must not assign any of your rights under the Account or grant any charge over money held in your Account.
- 17.2. These 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:
 - 17.2.1. Scotland, if you live there;
 - 17.2.2. Northern Ireland, if you live there; or
 - 17.2.3. England and Wales, if you live anywhere else.
- 17.3. Any notice, demand or communication given under these 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. In the case of a joint Account, we may give notice to either or any of the joint Account Holders.

18. Complaints

- 18.1. 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 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. The Financial Ombudsman Service website is www.fos.org.uk. If you would like more information about complaints, please call Customer Services for written details of the Financial Ombudsman Service.
- 18.2. 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 Account 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>.
- 18.3. It is also possible for you to complain to the FCA.

19. Additional terms and conditions

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

CUSTOMER SERVICES HELPLINE

0345 111 7092

WWW.SECURETRUSTBANK.COM

Secure Trust Bank PLC. Registered in England and Wales 541132.
Registered Office: Yorke House, Arlestone Way, Solihull, B90 4LH.
Authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority.
Our registration number is 204550.

