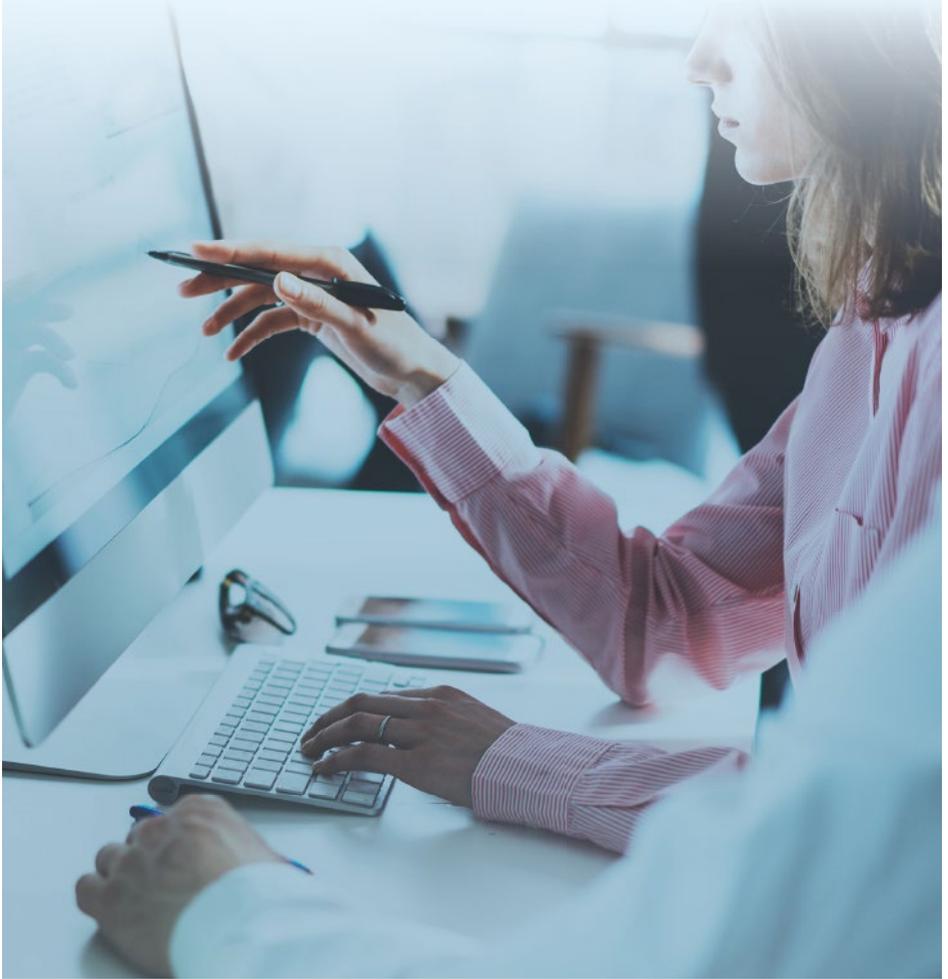


**PERSONAL  
SAVINGS ACCOUNTS  
TERMS AND CONDITIONS**





## 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.

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

“**Clearing House Automated Payments System**”, “**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.

“**Fixed Rate Bond**” means a product with a fixed term.

“**Nominated Account**” means a UK bank or building society deposit account 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 Rates**” 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.

“**Text Message**” is a text messaging service component of phone, web, or mobile communication systems, using standardised communications protocols that allow the exchange of short text messages between fixed line or mobile phone devices.

“**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 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, One Arlestone Way, Solihull, B90 4LH and our telephone number is 03451 117 092.

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 these Terms 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. They 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 cheques paid into your Account as set out in conditions 8.5 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 basic rate tax from credit interest. Tax payers may have to pay additional tax themselves.

### **5. Opening your Account and Eligibility**

- 5.1. Before opening an Account, we will make all necessary enquiries into your background, that of any person(s) named as a joint Account holder(s). 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 will ensure that all persons named on the application form will, at all times, keep to these Terms.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

- 5.7. 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.
- 5.8. 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.
- 6.2. 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 Fixed Rate Bond you hold with us and adjust any interest payable by us.
- 6.3. 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).
- 6.4. 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:
  - 6.4.1. 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
  - 6.4.2. 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.

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

- 7.1. You must give us the details of your Nominated Account, which you are allowed to change 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 can only be made to and from the Nominated Account.

- 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 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 (in accordance with the conditions described in condition 8.5 below); and
- 8.2.2. electronic payments payable to you from the Nominated Account (these are credited to your Account on the day they are received from our holding bank (Barclays). Electronic payments received after 7pm will be applied the following day.
- 8.3. CHAPS payments into your account can be made using our alternative Sort Code and Account number, stipulated within your Welcome Letter. Please note, your correct reference number must be quoted within transaction to avoid rejection of CHAPS payment.
- 8.4. We have the right to reject:
- 8.4.1. electronic payments and cheques that are not from the Nominated Account;
- 8.4.2. payments where accepting the payment might put us at risk of breaching a law or regulatory requirement; or
- 8.4.3. 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.
- 8.5. When you pay in by cheque:
- 8.5.1. interest is calculated from the second Business Day after the cheque is received at our address. Cheques received after 3.00pm will not be banked until the following Business Day;
- 8.5.2. the funds will be yours and the cheque cannot be returned unpaid after the end of the sixth Business Day after the cheque is received at our address (unless you are involved in fraud relating to the cheque);
- 8.5.3. 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);

- 8.5.4. 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;
- 8.5.5. 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;
- 8.5.6. cheques should be crossed "account payee only"; and
- 8.5.7. cheques must not be future dated.
- 8.6. Interest will be accrued from receipt of payment into the Account for electronic payments and internal transfers.
- 8.7. Any cheques or other items sent to us by post are sent at your own risk.
- 8.8. Funds are available to be withdrawn, and will show on your Account, after they become cleared funds. Clearing times may vary depending upon the payment method used.
- 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 to your Account.

## **9. Payments out of the Account**

- 9.1. Withdrawals are not permitted from the Fixed Rate Bonds except as set out in conditions 13.6 and 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 do this by:
  - 9.2.1. telephoning us; or
  - 9.2.2. 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 in accordance with condition 10.10. You must let us know immediately if you wish to remove anyone from the Account mandate by phoning us. All Account holders must authorise the request before this can be processed.
- 9.4. If you can give us instructions by telephone, you must follow the procedures and use the security details we have given to you.
- 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;
- 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 10.12 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. You can tell us to make a payment:
  - 9.7.1. where your Account is an instant access account, immediately, as a one-off payment; or
  - 9.7.2. at a date in the future, as a one-off payment.
- 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 Fixed Rate Bonds and notice Accounts:
  - 9.9.1. 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. You cannot cancel these instructions once you have given them; and
  - 9.9.2. payments from Fixed Rate Bonds can only happen when the Fixed Rate Bond matures. You can give us instructions on where to pay the funds up to 14 days before maturity.
- 9.10. If you have instructed us to make a payment in the future from an instant access Account, 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.

- 9.11. 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 Account.
- 9.12. If we receive your instruction on a day that is not a Business Day, or after our 2.00pm cut-off time, then we will treat it as having been received on the next Business Day and we will process it then.
- 9.13. We will debit your Account 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 Account which are subsequently returned unpaid;
- 9.13.3. any charges which are incurred in the operation of your Account; any direct loss or expense which we suffer in connection with your Account following a breach by you of the Terms and Conditions;
- 9.13.4. any other transaction which you have authorised.
- 9.14. Payments will be made by electronic transfer.
- 9.15. 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. 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.
- 10.3. 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 agree to contact us as soon as possible and no later than 13 months following the date of the transaction in question.
- 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's 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;
  - 10.9.9. the terms of the payee's account stop us from completing the payment instruction;
  - 10.9.10. 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).
  - 10.9.11. 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. 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.
- 10.10. We can suspend your ability to make a payment out of an Account where:
- 10.10.1. we know or suspect that the details you use to access the Account have been compromised;
  - 10.10.2. we otherwise reasonably suspect that there may be fraud on the Account; or
  - 10.10.3. if your Account is overdrawn, that we reasonably think that there is a risk that you won't be able to repay us.
- 10.11. You must tell us if you want someone else to have the ability to access your Savings Account on a formal basis, for example 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.

## **11. Errors and Refunds**

- 11.1. If you have any reason to think we have made a mistake you must tell us as soon as possible. If we make a mistake in administering your Account we will tell you and put it right without undue delay.
- 11.2. If we, or any other person, take an amount from or credit an amount to your Account by mistake, you agree that we may make any necessary correcting entry to your account without having to seek your prior approval. Where a payment has been made incorrectly from your Account, or there has been an overpayment from your Account, we shall refund the payment, or in the case of an overpayment, the excess amount, to your Account.
- 11.3. Where we know that a payment was paid into your Account by mistake, you agree that we can debit it from your Account where the payment was made in the previous two months, even if there is not enough money in the Account to avoid it going overdrawn. We will contact you where we have done this.
- 11.4. Unless you have acted fraudulently or been grossly negligent (which means very seriously careless with your security details), you will not be responsible for any losses in respect of unauthorised transactions:
  - 11.4.1. occurring after you tell us about the loss, theft, or misappropriation of your security details, or any unauthorised use of your Account; or
  - 11.4.2. where we 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.
- 11.5. For unauthorised transactions that happen before you tell us that your Account might be being used by someone else without your consent or that your security details are missing, lost, stolen or might be being used by someone else (unless they are used by you or on your behalf), then the maximum amount of any losses that you can be responsible for is £50.
- 11.6. Where we are responsible, we will immediately refund you in accordance with conditions 11.4 and 11.5, along with any interest and charges that you had to pay as a result of the unauthorised transaction.
- 11.7. You agree to keep your Account details (including information you may use to access your Account) secure and you must not share them with any third party.
- 11.8. 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).

## **12. Our Liability**

12.1. We will not be liable to you in respect of any losses that you or any other person may suffer or incur in connection with, or relating to, the Account except where such losses are due solely to our acts, errors or omissions. In particular we will not be liable to you or any other person for any losses due to:

- Your instructions not being sufficiently clear;
- Your acts, errors or omissions (for instance, where you failed to provide correct information or to keep your information up to date). If you wrongly identified the person and / or the account (including account number and sort code) to which a payment should be made when you gave us the instruction, we will make reasonable efforts to recover the payment made, but we will not be responsible for any losses which may be incurred by you;
- Any actions, limits or regulations imposed by any government, regulatory or other official body of any kind from time to time;
- Any acts or errors of a third party (this does not include our employees or agents);
- Anything which is expressly excluded or limited in these Terms.

12.2. 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 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.

12.3. 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. The process we follow when we are making changes to the Agreement depends on whether we are changing the Rate Card or the Tariff, or any other of these Terms or any additional terms and conditions, and on what type of Account you have. Conditions 13.4 and 13.5 tell you about changes to the Rate Card and the Tariff. Conditions 13.6 and 13.7 tell you about other changes to these Terms and any additional terms and conditions.

- 13.2. We can change any part of the Agreement (including the Rate Card or the Tariff) for any of the following reasons:
- 13.2.1. where the changes make the Agreement better for you – this includes making the Agreement clearer or fairer, or correcting mistakes;
  - 13.2.2. 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;
  - 13.2.3. 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);
  - 13.2.4. where we are making changes to reflect new industry guidance or codes of practice;
  - 13.2.5. 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;
  - 13.2.6. to improve the security of your Account or otherwise protect you or us from fraud or other illegal activity;
  - 13.2.7. 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
  - 13.2.8. where we are making changes because of changes to technology (including the systems we use to run our business).
- 13.3. 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.
- 13.4. If we are changing the Tariff or 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.
- 13.5. 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), or changing the Tariff by increasing charges or introducing new charges, then how much notice we have to give

you depends on what type of Account you have and (for changes to interest rates) whether the rate tracks a Reference Rate:

- 13.5.1. 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. This applies to all Accounts which track a Reference Rate and takes precedence over the rest of this condition 13.5.
- 13.5.2. If your Account is an instant access Account, then (unless condition 13.4 applies) we will write to you telling you about changes to the Rate Card or Tariff at least two months before those changes come into effect. Our letter will tell you that you can close or switch your Account without any charge if you do not accept the changes, and that if you do not tell us that you want to close or switch your Account before the date on which the changes comes into effect, then we will take it that you accept the changes.
- 13.5.3. If your Account is a notice Account, then (unless condition 13.4 applies) we will write to you telling you about changes to the Rate Card or Tariff at least 14 days plus the Account's normal notice period (or 30 days if longer than the notice period) before the changes. If you wish to close your Account or switch your Account the normal notice period will apply to your Account as will any withdrawal charges that apply.
- 13.6. Where you have a Fixed Rate Bond or a notice Account, then where we make any other changes to these Terms or the additional terms and conditions, and:
  - 13.6.1. 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; or
  - 13.6.2. the changes are not to your disadvantage, we will provide or make available details of the change within 30 days of the changes.
- 13.7. Where you have an instant access Account, then where we make changes to these Terms or the additional terms and conditions, we will give you two months' personal notice of the 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. An example of changes falling within this condition 13.7 would include changing or introducing a way for you to make payments from your instant access Account.

## **14. Closing the Account and ending the Agreement**

- 14.1. If Conditions 14.2 and 14.3 apply, then we can close any or all of your Accounts and terminate this Agreement immediately. Otherwise, we will follow the processes set out in Condition 14.4.
- 14.2. You promise not to do any of the following things:
  - 14.2.1. 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;
  - 14.2.2. try to defraud us or someone else;
  - 14.2.3. give us false information about yourself or your Accounts at any time;
  - 14.2.4. fail to give us any information we reasonably need you to give us once we have asked for it;
  - 14.2.5. repeatedly or seriously break any of the other terms of this Agreement;
  - 14.2.6. attempt to compromise any of our IT systems or assist someone else in doing so; or
  - 14.2.7. threaten or abuse our staff.
- 14.3. We can close your Account immediately or by giving you advance notice of any amount, if:
  - 14.3.1. we reasonably think that you have broken any of the promises in Condition 14.2;
  - 14.3.2. where law or regulation requires that we have to close your Account; or
  - 14.3.3. you, or any named person or persons on the Account, become non UK resident.
- 14.4. 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 bank details if we currently hold such details on your Account, for the full amount of the funds we hold, in UK sterling.
- 14.5. We can close your Account by giving you at least 2 months' advance written notice, unless the Account is a Fixed Rate Bond, in which case we can only close the Account before the maturity date if condition 14.3 applies.
- 14.6. Any benefits or services we provide in relation to your Account will end as soon as it is closed.

- 14.7. 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. Fixed Rate Bonds cannot be closed during their term except as set out in conditions 13.6 and 14.3 and any additional terms and conditions.
- 14.8. 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. Your information

- 17.1. We will keep your account details and any other information which we hold about you confidential. We will only share your information:
- a) if we are obliged by any law, regulation or court order to disclose the information;
  - b) if you are required to pay tax in another country, then we may be required to disclose details of the interest earned on your Accounts to HMRC, who may then pass that information on to the relevant overseas tax authority. If this condition applies, or we reasonably think that it might, we may also: (i) ask you to supply documents or other information which we need to comply with our legal obligations; or (ii) close your Account if you do not respond or do not co-operate with us (and in any event we will make any disclosures that we are required to make);
  - c) in order to prevent crime or fraud;
  - d) in order to recover money which you owe to us;
  - e) with service providers who need to know the information in order to provide us or you with a product or service;
  - f) with credit reference agencies as set out in these Terms;
  - g) with other companies in the Secure Trust Bank Group as set out in condition 17.4; or
  - h) where you otherwise agree to our use of your information as set out in these Terms.
- 17.2. To the extent that we determine the manner and the purpose of processing, we acknowledge that we are a data controller (as defined by the Data Protection Act 1998) of the personal data (as defined by the Data Protection Act 1998) that you submit on the application form and which we otherwise collect in connection with providing services to you under these Terms.
- 17.3. We, our Group companies, our joint ventures and joint ventures of our group, both current and in the future, as we develop new business either on our own or with others, will use your personal information for the purposes of managing and administering your Account, and providing related services, including conducting business analysis and research to assess how we can improve the services that we provide. We may also disclose your personal data to third parties where required to do so by law or for fraud prevention purposes.
- 17.4. By entering into this agreement you agree that we may obtain from you and others (including credit reference agencies (CRAs)) information about you. In addition, in certain circumstances (for example, if your Account is a joint Account), you may be treated as financially linked to

another person (a "Financial Associate") and information about them may affect the information CRAs hold about you. If you are making a joint application or inform us of a financial association with another person, you must have their consent to share information about them and share the information in this condition with them.

- 17.5. In considering your application, we will search your records at credit reference agencies and fraud prevention agencies. We will add to your record details of our search, whether or not this application proceeds and these search results will be seen by other organisations that make searches. We may use a credit scoring system when assessing your application. We will also add to your record with the credit reference agencies details of your payments and any default or failures under this agreement. We will also make periodic searches of your records during the life of these Terms. It is important that you give accurate information to us. If you give false or inaccurate information and we identify fraud, we will provide this information to fraud prevention agencies, law enforcement agencies and other organisations involved in crime and fraud prevention (along with the names of your directors at the time of the fraud, where you are a company).
- 17.6. When credit reference agencies receive a search from us they will:
- a) place a search "footprint" on your credit file whether or not this application proceeds; and
  - b) link together the records of you and anyone that you have advised is your financial associate including previous and subsequent names of parties to the account. Links between Financial Associates will remain on your and their files until such time as you or your spouse/partner, or other persons with whom you are linked financially successfully files for a disassociation with the credit reference agencies.
- 17.7. They will also supply to us:
- a) credit information such as previous applications and the conduct of the accounts in your name and of your associate(s) (if there is a link between you and/or your business accounts (if you have one);
  - b) public information such as County Court Judgments (CCJs) and bankruptcies;
  - c) Electoral Register information; and
  - d) fraud prevention information.
- 17.8. Records shared with credit reference agencies remain on file for 6 years after they are closed whether settled by you or defaulted.
- 17.9. Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life

and other insurance proposals and insurance claims, managing credit and credit related accounts or facilities and checking details of job applicants and employees (for both you and your Financial Associates). We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You may, by telephoning us on 0121 693 9100 obtain details of those credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. Further details explaining how the information held by fraud prevention agencies may be used can also be obtained by telephoning us (on the number above). Calls made to us may be recorded for training and monitoring purposes. Local call rates apply. Call cost may vary depending on your service provider.

- 17.10. You agree that we may hold and process by computer or otherwise, any information obtained about you in connection with this agreement and any other applications you have made to, and any agreement you may have with us.
- 17.11. From time to time, service providers and organisations with whom we work to provide services to you or credit reference agencies with which we work, may be located outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal data.
- 17.12. When you provide us with landline and / or your mobile phone number, we will use them to help prevent fraud and unauthorised access to your Account as well as authenticating transactions or changes to account details. To do this, we may need to access information from your phone operator and we may share your data with anti-fraud and identity service providers.

### **Your rights**

- 17.13. You have the right to ask us to correct incorrect data which we may hold about you. you also have the right, upon payment of a fee and applying to us in writing, to obtain a copy of the information held by us about you. To do so you can write to Secure Trust Bank, One Arleston Way, Solihull B904LH.
- 17.14. Calls may be recorded for training and monitoring purposes. Local call rates apply. Call cost may vary depending on your service provider.
- 17.15. We do provide banker's references on request. These are also known as banker's opinions or status enquiries. If a banker's reference about you is requested, we will require your written consent before it is given.

## **18. Financial Services Compensation Scheme**

- 18.1. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS may pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors including most individuals and businesses are covered by the scheme.
- 18.2. For further information about the scheme (including the amounts covered and eligibility to claim) please call us on 03451 117 092, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300.

## **19. General**

- 19.1. You must not assign any of your rights under the Account.
- 19.2. 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:
  - 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 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.

## **20. Complaints**

- 20.1. If you would like to make a complaint, you may call our customer services team on 03451 117 092 or contact our Chief Executive Officer at our registered office address, which is set out earlier in these Terms. If we are unable to resolve your complaint within 8 weeks or have provided you with a final response which you are unhappy with, 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 our customer services team 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 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>.

## **21. Additional terms and conditions**

21.1. 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**

**03451 117 092**

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

Secure Trust Bank PLC. Registered in England and Wales 541132.  
Registered Office: One Arleston 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.

