



Current Account Terms and Conditions

General Part

30 August 2018

Current Account Terms and Conditions – General Part

Introduction

This General Part forms part of the Agreement between you and us for each Account you open with us. As well as this General Part, the following documents also form your Agreement with us:

- the Account Schedule, which is applicable to each Account; and
- the Rates, Fees and Charges Sheet, which is applicable to each Account.

“You” or “your” means the person or people in whose name we have opened and maintain the Account and your Company if you have a Business Current Account with us. “We” or “us” means Starling Bank Limited.

If there is a discrepancy between the General Part and an Account Schedule, the relevant Account Schedule will take priority.

Certain words in capitals have specific meanings. We have set these out at the end of this General Part.

The terms of our Privacy Notice also apply to your Account and use of the App. A copy of this can be found at www.starlingbank.com/legal/privacy-notice.

Contact

If you have any questions about our Agreement or our Privacy Notice, please check our Frequently Asked Questions page or get in touch with us:

- through the App;
- by email at help@starlingbank.com; or
- by calling our Customer Services team on: +44 (0) 207 930 4450.

About Us

Starling Bank Limited is incorporated and registered in England with company registration number 09092149. Its registered office is at 2 Finsbury Avenue, London EC2M 2PP.

Starling Bank Limited is authorised by the Prudential Regulation Authority and is regulated by both the Financial Conduct Authority and the Prudential Regulation Authority. Its firm reference number is 730166.

Financial Services Compensation Scheme

Starling Bank Limited is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Eligible depositors are covered up to £85,000 per depositor, not per each separate account. For more information about the FSCS, including amounts covered and eligibility, you can visit their website: www.fscs.org.uk.

Financial Ombudsman Service

If you think that we have not dealt with a complaint to your satisfaction, or within 8 weeks, the Financial Ombudsman Service (FOS) may be able to help you. The FOS is an independent organisation which has been set up to help settle disputes between financial institutions and their customers. You can find out more information about their service on their website: www.financial-ombudsman.org.uk.

Section 1: Use of Your Account

Instructions

We will act on your instructions in respect of your Account, unless we believe an instruction:

- has not been made by you;
- is ambiguous or unclear;
- is against the law; or
- has been made with fraudulent or criminal intent.

We may also refuse to act on your instructions if we are required to for legal reasons or if you have broken the terms of your Agreement with us.

We will get in touch with you as soon as possible if we have refused to act on your instruction, or held a payment instruction for a period of time, unless we are not allowed to for legal reasons.

If you have authorised someone else to access and operate your Account (including any Third-Party Provider), we will need to see written evidence of this authorisation before acting on their instructions.

Payments into your Account

You can transfer or pay funds into your Account via the App. Funds paid in through the App will be credited to your Account immediately.

Once available, you can also pay funds into your Account through the Post Office™, using their automated paying in process. Funds paid in to your Account through the Post Office™ will be credited to your Account immediately.

You can transfer or pay funds into your Account in £ Sterling or Euro only.

You can pay cheques into your Account by sending them to us by post at the following address: Starling Operations Team, PO Box 74352, London, EC2P 2QU. You must write your surname and account number on the back of the cheque. We will generally process a cheque on the working day that we receive it. However, if for any reason we receive a cheque in the afternoon, this may not be processed until the following working day.

Payments out of your Account

You must have enough money in your Account or any Overdraft Facility to cover the full amount of any payment you wish to make. If you do not, we will normally refuse the payment. However, if we do allow a payment despite a lack of funds, you must repay the amount owing to us immediately, otherwise you will be considered to be in arrears and the paragraph entitled "*If you are in arrears*" will apply.

When setting up a new payee in the App, you must ensure all information provided is accurate and complete. If it is not, we may not be able to process a payment instruction to that payee or the payment may be delayed or fail to reach that payee. We will not be liable for any loss you suffer if you do not include all the necessary information for a new payee or if the information you provide is incorrect.

International Payments

If you wish to make an International Payment through the App, we will process this using the exchange rate and fees confirmed in the App at the time of making the payment. Other organisations are also involved in processing International Payments and we are not responsible for all stages of an International Payment. If we become aware that an International Payment has been rejected or delayed, we will try to help you retrieve the funds. If any funds are returned to you for any reason, they may need to be reconverted to £ Sterling and you may receive less than you originally paid.

Withdrawals

You may withdraw funds using ATMs in the UK and overseas. Daily limits apply and we may charge you in certain circumstances. Please see the relevant Rates, Fees and Charges Sheet for further information.

Payments made in error

If you suspect an incorrect or unauthorised payment has been made from your Account (for example, a direct debit which you previously cancelled), please get in touch with us immediately so we can assist as far as we can. If you

have made a payment by mistake (for example, you use the wrong payee details), please let us know as soon as possible. We will try to help you recover the funds but we will not be liable for any loss you suffer.

If we make a payment into your Account by mistake, we will take out the same amount without asking for your permission but will let you know what has happened. If someone else tells us they have made a payment into your Account by mistake, we will check with you first before returning the funds. If you disagree, we will not return the funds to the payer, but we may put the payer's bank in contact with you directly.

Providing Information

We will provide you with:

- monthly statements in PDF format through the App; and
- a paper copy of our Agreement on request.

Your Contact Details

You must keep your personal details (and details of your Company if you have a Business Current Account) up-to-date in the App. When we need to contact you, we will use the contact details we hold in the App. We will not be responsible for any losses you may incur as a result of us using contact details which are out of date.

Section 2: Use of the App

Licence to use the App

We grant you a non-exclusive, non-transferable, royalty-free licence to use the App and software embedded in it to open and manage your Account. This licence will terminate immediately when you close your Account and delete the App.

Updates

We may make updates to the App from time to time. We will let you know when we plan to do so and for how long the App will be unavailable (if at all). If we have an emergency or need to do unplanned maintenance on the App, we will try to let you know as soon as possible.

You must upgrade the App when we make new versions available. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the App may not work as intended. We are not responsible for the performance of the App on your phone if you do not update the App or your phone's operating system to the latest version available.

Things you must not do

You must not do any of the following:

- install the App on, or transfer the App to, anyone else's phone;
- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App or assist anyone else to do any of these things;
- use the App in any unlawful manner or in contravention of any term of your Agreement with us;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from our systems;
- upload any content, which is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person; or
- share your password, PIN or any other security detail, with any other person.

If you do anything which is prohibited under this paragraph, you may be responsible for any losses we suffer as a result.

Security

When you download the App, you will be required to provide certain Security Information. You are responsible for keeping your phone, the App and the Security Information secure and confidential. You must let us know if you think anyone else has your Security Information or has otherwise managed to unlawfully access your Account. We will never ask you for your passcode, PIN or password, so you must not share these with other people, even if you think they work for us.

Section 3: Managing your Account

Checks

In order to continue to provide you with your Account, we carry out certain checks, including identity, fraud and credit checks, on a regular basis. We also update credit bureaus and other data sources from time to time in respect of your Account.

Tax Reporting

We are required to collect certain information about you and your Account in order to share this with the UK tax authorities and tax authorities in other countries. If we ask for any information from you, which is required for us to comply with our tax reporting obligations, you must provide this to us as soon as possible, otherwise we may need to close your Account. We may also be required to withhold certain funds from your Account and pay these to the relevant tax authorities in certain circumstances. We will let you know as soon as possible if we are required to do this.

Overdrafts

We may offer you an Overdraft Facility on your Account (known as an “arranged overdraft”). If we do and you accept this, Section 4 (Overdrafts) of this General Part will apply to you.

If you go into overdraft without agreeing an Overdraft Facility with us (known as an “unarranged overdraft”), we will charge you interest for the amounts you have borrowed and require you to repay all amounts outstanding immediately. If you do not repay the amounts outstanding by the end of the same day, we will consider you to be in arrears.

If you are “in arrears”

If you are in arrears for more than 30 days, we will report this to the credit bureaus (this may affect your credit rating) and we may seek to recover the sums through our standard recovery procedures. If you are in arrears for more than 90 days, we may issue you with a default notice and close your Account.

Interest, Fees and Charges

Details of interest we pay on credit balances, interest we charge on debit balances, fees and charges that apply to your Account can be found in the Rates, Fees and Charges sheet which is applicable to your Account.

We charge interest for each day that you are overdrawn or are in arrears. We calculate interest on your cleared balance at the end of each day having taken account of all payments in and out of your Account on that day. “The end of each day” here means 23.59.59 UK time.

Where we owe you interest, we will pay this into your Account on the first day of the following calendar month. Where you owe us interest, we will let you know how much you owe us and deduct it from your Account 15 days later.

Closing your Account

You can let us know if you wish to close your Account at any time by getting in touch with us. If you wish to close your Account, you must repay all amounts you owe us and delete the App from your phone. You will not be able to reopen your Account once it has been closed.

We may close your Account by providing you with two months’ written notice of closure.

We may also close your Account immediately without notifying you at all if any of the following things happen:

- we suspect you are using your Account for criminal or fraudulent purposes or someone else is using your Account without your authority;
- we do not have sufficient information to operate your Account or it turns out you were not entitled to open an Account in the first place;
- your behaviour towards our staff makes it difficult for us to deal with you (for example, you are threatening or abusive towards our staff);
- you are no longer entitled to have an Account with us or you do not accept any revised Agreement;
- you do not pay any interest, fees or charges on time;
- you go into bankruptcy, enter into an individual voluntary arrangement, have a debt relief order or trust deed lodged against you or enter into any other form of analogous circumstances;

- you die; or
- you break the terms of our Agreement in any way (including, in particular, if you do anything in the paragraph above entitled “Things you must not do”).

If any of the events listed above happen, you (or your estate) are responsible for cancelling all payments in and out of your Account and deleting the App from your phone.

On closure of your Account, if there are funds remaining in the Account, we will either transfer these on your instruction to an account with another bank or send a cheque to the address we hold for you at the time of closure.

If you want to close your Account but still owe us money, we may keep your Account open and seek to recover the money from you using our standard recoveries procedures.

On closure of your last Account with us, our Agreement will terminate. However, certain paragraphs of our Agreement will remain in force given their nature and context.

Liability

We accept liability where we act on a payment instruction and this is not received by your payee’s bank, except where this is a result of your or your payee’s bank’s negligence (for example, if you included the wrong payee details).

We also accept liability for any losses you may suffer as a result of us not complying with our obligations under our Agreement with you, or as a result of our negligence or fraud.

We are not liable for any matters as far as the law permits except where we have accepted liability under the two paragraphs directly above. The matters for which we are not liable include the following:

- business losses incurred, including loss of profits, loss of business, business interruption or loss of business opportunity;
- losses incurred as a result of your inability to access the App;
- losses incurred as a result of you doing anything set out in paragraph entitled “Things you must not do” above;
- losses incurred as a result of using a third-party app on your phone in connection with a feature or service (for example, when sending a message via Settle Up);
- losses incurred as a result of abnormal or unforeseeable circumstances outside our reasonable control, including delays or failures caused by problems with another system or network, data-processing failures, mechanical breakdown or industrial action;
- losses or costs incurred where a regulatory requirement means we must break our Agreement;
- losses incurred as a result of your negligence, fraud or breach of any of the terms of our Agreement; or
- losses incurred as a result of you sharing your information, Security Information or the App with any other person.

Section 4: Overdrafts

Overdraft Facility

Subject to our Agreement, we may make an Overdraft Facility available to you.

We will confirm your Limit through the App. You may not exceed your Limit at any time.

If you go over your Limit, we will charge you interest for the amounts you have borrowed and require you to repay all amounts outstanding immediately. If you do not repay the amounts outstanding by the end of the same day, we will consider you to be in arrears.

Interest

You will pay interest on your Overdraft Facility as further set out in the Rates, Fees and Charges Sheet applicable to Personal Current Accounts, as may be amended by us from time to time.

We will always give you at least two months’ written notice if we intend to increase the rate of interest payable on your Overdraft Facility.

Interest is calculated and payable by you in accordance with the Rates, Fees and Charges Sheet applicable to Personal Current Accounts.

Fees, Charges and Expenses

We will not charge any additional fees, charges or expenses in relation to your Overdraft Facility under the terms of your Agreement with us.

Our Rights

We may reduce your Limit or cancel your Overdraft Facility entirely at any time on provision of written notice to you.

Without prejudice to our other rights or remedies under your Agreement with us, we will cancel your Overdraft Facility and all amounts drawn under your Overdraft Facility will become due and payable immediately if either party gives notice to the other party that it is closing your Personal Current Account pursuant to the Current Account Switch Service (CASS).

Repayment

You will immediately repay any or all amounts drawn and outstanding under your Overdraft Facility together with all interest which has accrued on your Overdraft Facility, on demand by us at any time.

All payments under your Overdraft Facility must be made in £ Sterling in immediately available cleared funds from your Personal Current Account.

Review

Without prejudice to any of our other rights or remedies under your Agreement with us, we will review your Overdraft Facility and the terms on which we have offered you your Overdraft Facility on an annual basis.

Section 5: General

Changing our Agreement

We may make changes to your Agreement with us. We will either do this immediately if the changes are in your favour, or with at least two months' advance notice so you can consider the changes we have made. If you do not wish to accept any changes we may make, you can close your Account at any point before the new Agreement comes into force.

Intellectual Property

We own or licence all intellectual property rights in our brand and name, our software, the App and all related materials. No right (including intellectual property right) in these things will vest in you at any time.

Set Off

If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us in any Account against the amounts you owe us. This means there will be less money available for you in your Accounts. We will only exercise this right where we consider it is reasonable to do so and, where practicable, once we have given you notice in advance.

Miscellaneous

If we do not insist that you perform your obligations under our Agreement, it does not mean you do not have to. If we choose not to exercise our rights immediately, this does not constitute a waiver of our rights and we may choose to do so at a later date.

Each term of our Agreement operates independently and if any such term is deemed to be unlawful or unenforceable, this will not affect any other term of our Agreement.

Our Agreement is governed by English law and the English courts will have exclusive jurisdiction to settle any dispute arising out of or in connection with our Agreement.

Definitions

Account means each account you have with us that we open and maintain for you;

Account Schedule means each separate account schedule containing terms specific to the relevant Account, but which forms part of our Agreement;

Business Current Account means the business current account you have with us that we open and maintain for you and your Company;

Agreement means the agreement in place between us and you in respect of your Accounts, which comprises the General Part, each applicable Account Schedule and each applicable Rates, Fees and Charges Sheet;

App means the Starling Bank mobile application, as updated from time to time;

Company means, in respect of a Business Current Account, the legal entity in whose name the Business Current Account has been opened;

General Part means this General Part, which is applicable to all current accounts opened and maintained by us for you;

Including means “including but not limited to” and will not limit the generality of the preceding or following words;

International Payment means a payment through the International Payments page in the App or, in certain circumstances, through our customer services team to an account outside the UK in a currency other than £ Sterling;

Limit means, in respect of any Overdraft Facility we may offer you, the maximum amount you may borrow under that Overdraft Facility;

Overdraft Facility means an unsecured uncommitted £ Sterling overdraft facility, which is subject to a Limit;

Privacy Notice means our Privacy Notice as updated from time to time;

Rates, Fees & Charges Sheet means the separate document which sets out the rates, fees and charges applicable to your Account;

Security Information means the information we request from you (including through the App or when we open your Account) to ensure your Account and your use of the App remain secure;

Third Party Provider means an entity other than us (i) to which you have granted consent to access your Account and/or authorised to make payments from your Account on your behalf and (ii) which is authorised by the Financial Conduct Authority as an Account Information Service Provider or a Payment Initiation Service Provider.