



**Current Account Terms and Conditions**

**Account Schedule – Joint Current Account**

**03 August 2024**

## **Current Account Terms and Conditions**

### **Account Schedule – Joint Current Account**

**Approximate time to read: 6 minutes**

This is the Account Schedule for your Joint Current Account as referred to in the General Part. This forms part of your Agreement with us in respect of your Joint Current Account. Except where otherwise defined in this Account Schedule, terms defined in the General Part shall have the same meaning in this Account Schedule.

Where you and another person (the “**other account holder**”), who holds a Personal Current Account with us, apply to open an account together, we will open an account in both your names (“**Joint Current Account**”).

#### **Confirmation Statements**

You confirm that:

- you are 18 years old or older; and
- your Joint Current Account is for personal use only.

If any confirmation listed above becomes false, inaccurate or misleading, you must inform us immediately and we reserve the right to take any of the actions detailed in the “**Restricting and Closing your Account**” of the General Part.

#### **Operation of your Joint Current Account**

You both have full rights in respect of the operation of your Joint Current Account and we will not require authorisation from both of you before carrying out an instruction from one of you. You are also both individually and jointly responsible for your Joint Current Account and we may seek to recover from one or both of you any money that you owe us.

#### **Access to your Joint Current Account**

You will both have access to your Joint Current Account through your App and have full permission to use any of the features without having to seek permission from the other account holder, including in relation to granting Third Party Providers access to, and authority to make payments from, your Joint Current Account. You will both be able to see all payment transactions made on your Joint Current Account and access all other features of the App in relation to your Joint Current Account.

#### **Individual Payment Transaction Limit**

Payments from your Joint Current Account are subject to limits and restrictions we set from time to time, such as to the maximum amounts you can send on: (i) an individual payment basis; and/or (ii) a daily or other periodic basis. You can find out more about these limits and restrictions in the App and on the website. We may consider allowing you to make a payment transaction beyond any such limits or restrictions - please get in touch with us to request this.

#### **No Overdraft**

No Overdraft Facility is available on your Joint Current Account.

#### **Disputes**

It is your responsibility to inform us if there is a dispute between you both.

##### **Disputes whilst the Joint Current Account is open**

If one of you notifies us that there is a dispute between you both, we will go through the following process:

1. we will place a restriction on your Joint Current Account to state that we will only take instructions from you both in respect of your Joint Current Account (this means we will not process payment instructions from your Joint Current Account or close your Joint Current Account unless you have both authorised us to do so);
2. we will get in touch with the other account holder as soon as possible to confirm that there is a dispute; and
3. we will only remove the restriction when you have both confirmed in writing that the dispute has been resolved.

If we have not received (i) an instruction from both Joint Current Account holders to close your Joint Current Account; or (ii) confirmation from you both that a dispute has been resolved within 90 days of the date of notification, we may close your Joint Current

Account by providing you with two months' written notice of closure and, on closure, we will distribute any remaining funds in your Joint Current Account between you both in equal shares in accordance with the paragraph entitled "*Closing your Account*" in Section 3 (Managing your Account) of the General Part. This paragraph is without prejudice to any of our other rights under your Agreement with us.

#### *Disputes after we have received a request to close your Joint Current Account*

If one of you notifies us that there is a dispute between you both after we have received a request to close your Joint Current Account in accordance with the section "*Closing your Joint Current Account*" below, we will go through the following process:

1. we will place a restriction on your Joint Current Account to state that we will only take instructions from you both in respect of your Joint Current Account (this means we will not process payment instructions from your Joint Current Account unless you have both authorised us to do so);
2. we will get in touch with the other account holder as soon as possible to confirm that there is a dispute;
3. we will only remove the restriction when you have both confirmed in writing that the dispute has been resolved; and
4. we will continue with the closure request in accordance with the section "*Closing your Joint Current Account*" below.

#### *Other things you need to know*

Following notification of a dispute, we will continue to allow existing direct debit mandates unless you both confirm otherwise.

Except in relation to us following the above disputes process, we will not get involved with any dispute between you and the other Joint Current Account holder.

The above dispute process will not be applied in relation to a dispute regarding a request from one of you to close your Joint Current Account and us actioning that request in accordance with the section "*Closing your Joint current Account*" below.

#### **Closing your Joint Current Account**

One Joint Current Account holder may request to close the Joint Current Account at any time without the consent of the other Joint Current Account holder, unless:

1. we have been notified of a dispute in accordance with the section "*Disputes whilst the Joint Current Account is open*" above, in which case we will require the consent of both parties to close your Joint Current Account; and/or
2. you have an Additional GBP Joint Current Account, in which case you will need to close this first in accordance with the terms of your Additional GBP Joint Current Account Schedule.

You can request to close your Joint Current Account by getting in contact with us using the details in the General Part under "*How to Contact Us*". We will inform the other Joint Current Account holder of the closure once we have received your request.

On receipt of a request from one or both of you (as applicable), we will close the Joint Current Account within one (1) month (unless we agree an earlier date with both account holders).

We may have to keep the Joint Current Account open beyond the one (1) month closure period if we receive a Court order (including an order requiring us to hold your money or pay it to someone else). If this happens, we will keep you updated on the progress of the closure of your Joint Current Account (to the extent we are legally permitted to).

On closure of your Joint Current Account:

- a) We will distribute any remaining funds in your Joint Current Account between both Joint Current Account holders equally, unless we have specific legal instructions from both account holders about the ownership of the funds, in which case, we will distribute any remaining funds in accordance with your and the other account holder's instructions.
- b) If you have a Personal Current Account with Starling, you can choose to have your share of any remaining funds transferred to your Personal Current Account. Alternatively, we will distribute your share in accordance with the paragraph entitled "*Restricting and Closing your Account*" of the General Part.

If you want to close your Joint Current Account but owe us any money under this account, we may keep your Joint Current Account open and seek to recover the money from one or both of you using our standard recovery procedures.

#### **Death**

In the unfortunate event of the death of an account holder, once we have received a copy of the official documentation to confirm this, we will close the Joint Current Account. Unless you and the other account holder have previously given us specific legal instructions

about the ownership of any funds in the Joint Current Account, when an account holder dies, the surviving Joint Current Account holder can transfer all remaining funds in the Joint Current Account to their Starling Personal Current Account. If none of the above happens, any remaining funds will be distributed in accordance with the paragraph entitled ***“Restricting and Closing your Account”*** of the General Part.

#### **Mental Incapacity**

If one account holder is unable to operate the Joint Current Account for any reason (for example, mental incapacity), we may consider accepting instructions in respect of the Joint Current Account from someone else. We will need to receive the necessary legal documents before we can do so. This would normally be a duly authorised power of attorney. We will also confirm this with the other account holder.