



Evolution Current Account

TERMS & CONDITIONS

Secure Trust Bank PLC. Registered in England and Wales 541132. Registered Office: One Arleston Way, Solihull B50 4LH. Authorised and regulated by the Financial Services Authority. Credit issued by Secure Trust Bank PLC pursuant to license by Mastercard International. Mastercard is a registered trademark of Mastercard International Incorporated.

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www.securetrustbank.com

1 Definitions

In these terms and conditions, certain terms in Terms unless the context otherwise requires have the meanings set out below: "Bank" means "Plus" your means Secure Trust Bank PLC, the provider of the account services; "Business Day" or "Working Day" means any day (excluding Saturdays, Sundays and Bank Holidays, on which banks generally are open in the city of London for the transaction of normal banking business. "You" or "your" refers to you, the customer, and includes reference to any joint holder of an account; "Account Holder" or "yours" or "your" means the person(s), whose name(s), the Evolution Current Account and Current Account are mentioned here there is more than one person they relate to us jointly and individually for the full duration of the time on the Accounts. "Card" means the Mastercard prepaid card we may give you to allow you to withdraw money from cash machines (ATMs), and use in participating retailers. "EU" means the European Union; "EEA" means the EU plus Norway, Iceland and Liechtenstein; "Electronic Payment Instruction" means an instruction from you to us to make an Electronic Payment Transaction; "Electronic Payment Transaction" means a payment from your Account to another account using electronic means; "PIN" means the personal identification number that we issue for use with the card which you may change on receipt; "Website" means our website www.securetrust.bank.com/evolution.

- 1.1 Our Statement of Purpose of these Terms We Secure Trust Bank PLC is authorised and regulated by the Financial Services Authority with registration number 204550. The FSA's address is 25 The North Colonnade, Canary Wharf, London E14 5HS. Our registered office is at PO BOX 11515 One Arleston Way, Solihull B50 4ZG with telephone number 08451 117 123. (Where your Account is not managed from our head office the address and contact details of any other relevant offices will be provided to you separately in the statement of our relationship with you. The address and contact details of all our offices are also available on our website www.securetrust.bank.com/evolution. These Terms set out the services which we will provide you with account services. Additionally or alternatively Terms may apply to certain accounts and services which we will advise you when they apply. We recommend that you keep a copy of these Terms for your records. A copy of these Terms will be available on request. These terms and conditions will come into force here we receive a completed Application Form from you and this is accepted by us and shall continue until terminated in accordance with the provisions of these terms and conditions. The terms and conditions are supplied to you by all communication with you in connection with the terms and conditions in the English language.

2 Opening the Account

- 2.1 Before opening an account in your name we will make it necessary for you to enter into your background to verify your identity (satisfying your identity, and to satisfy ourselves of your suitability as an account holder. We will make it such enquiries into your background and that of any person named as a joint account holder. We may collect information from third parties agencies. No application will be deemed accepted by us unless and until we confirm acceptance electronically or in writing. Acceptance or rejection of your application is at our absolute discretion and we are not obliged to open an account without giving reasons.
- 2.2 Secure Trust Bank provides a "client accounts" Evolution Current Account" and "Current Account" (together the "Accounts", in our name.

3 Operation of the Account

- 3.1 If you have not conducted your Evolution Current Account in satisfaction, we may refuse to accept standing orders and direct debits to be paid from your Evolution Current Account. You will arrange for your salary/income to be paid into your Evolution Current Account. In the event that your Evolution Current Account is closed, we will be your responsibility to arrange for your salary/income to be paid to you direct. We may notify you of specified events affecting your Evolution Current Account (e.g. no credit of salary) to your account.
- 3.2 If you are not happy about your choice of Evolution Current Account you may cancel it within 14 days of:
- the day the Evolution Current Account is opened; or
 - the day on which you receive these Terms and Conditions, which will be deemed to be 48 hours after the date of posting, whichever is later. We will help you switch to another of our accounts which will give you your money back with any interest it has earned. We will ignore any notice period clause in issue fees may be applicable.
- 3.3 These Terms and Conditions apply to everyone named on the Evolution Current Account and Current Account. Each of you is liable for all obligations under these Terms and Conditions, both separately on your own and jointly with any other person named as an Account Holder.
- 3.4 In making your Evolution Current Account we may contact you by post, telephone or email using the contact address or telephone number you have given to us. See Condition 3.7.

3.5 You can contact us at the address and telephone number shown on your statement unless we have specifically given you a different address or telephone number to use for particular services.

3. If we tell you in writing or you use any credit facilities you must immediately inform us in writing or by telephone. All correspondence will be sent to the last address you give to us.

3.7 If you change your name, address, telephone number (mobile or home), or email address you must immediately inform us in writing or by telephone. All correspondence will be sent to the last address you give to us.

3.8 You can give us instructions either in writing by telephone or through internet banking unless we tell you that instructions can only be given in limited circumstances on the Evolution Current Account. You must use reasonable care to ensure that your instructions are clear, correct and accurate.

3.5 We can refuse to act on any instruction if:

- a. we have good reason for thinking that you did not give us the instruction;
- b. the instruction is not clear;
- c. we believe that you are trying out the instruction or might be liable to regulation or other duties which apply to us;
- d. we advise you in writing or by telephone if this is the case.

3.10 We may apply limits to telephone or facsimile instructions from time to time. We may vary these limits at any time without notice. We will tell you if your transaction exceeds any of these limits.

3.11 We will accept for credit to the Evolution Current Account all cheques and other items payable to you. We may refuse to accept any items which are not payable to you. We will look for several working days to collect the proceeds of cheques paid into your Evolution Current Account which are not drawn on your own bank (this is known as the clearing cycle). The clearing cycle will normally be three working days. If the cheque you pay into is a written cheque from a customer of ours this process may be faster. However, during this period the value of these cheques is considered as "pending". The cycle may also be longer when paying in via some financial institutions or agents. When you give an instruction to us to make a payment (standing order, the money will normally be taken from your Evolution Current Account the same day. If the person you are paying is not the same as the account holder, payments may be longer than three working days through some financial institutions.

3.12 You should not withdraw your instalment cheques unless we give you permission. If you do withdraw your instalment cheques, we will even though your statement may show that your Evolution Current Account is in credit.

3.13 Cheques paid into your Evolution Current Account will be credited on the following Business Day and the periods of time referred to in Condition 3.11 will be calculated accordingly.

3.14 Credits paid in after 4.00pm on a Business Day or credits paid in on a non-Business Day will be credited on the following Business Day and the periods of time referred to in Condition 3.11 will be calculated accordingly.

3.15 We may refuse to make any payment if you do not have enough money in your Evolution Current Account at the close of the Business Day before payment is due to be made. In deciding whether you have enough money, we take account of any overdraft limit, any cheques, and any regular instalments and any instructions to make payments and regular payments which have not yet been paid from your Evolution Current Account. We will tell you if you can make payments from your Evolution Current Account, instalment cheques are not cleared. We do not have to take into account regular credits or any amounts received if we have decided not to make the payment.

3.1 If any cheque or other item you have paid in is returned to us unpaid, we will debit your Evolution Current Account, whether or not it goes overdrawn, and even if we have told you to make a payment or to make a cheque instalment. We will advise you in writing if this occurs.

3.17 We will debit on each Business Day the amount of all cleared transactions processed since the previous Business Day from your current account.

3.18 Cheques payable to the account holder which are received for payment into your Evolution Current Account and other foreign cheques will be negotiated or collected at your expense (details are available on request). If any cheque is returned unpaid for any reason, we will debit your Evolution Current Account even if the return takes place after we have paid out on the cheque. We will advise you in writing if this occurs.

3.15 When we convert foreign currencies, we will do so at the exchange rate on the first day of the Business Day subsequent to the date of the cheque which will be deducted from the foreign currency proceeds or debited from your Evolution Current Account. The timing of debits and credits to your Account depend on the currencies involved.

3.20 Payments from the Evolution Current Account will be made only if authorised by you and provided there are sufficient cleared funds or overdraft facilities available on the Evolution Current Account.

3.21 We will send you a statement showing all payments into and out of the Account at least annually or every month if you have agreed. You should check your statement upon receipt and advise us of any mistakes immediately. If you wish us to send you a duplicate statement if you pay your charges in force at the time. We will notify you of the charges on the statement and we will send the duplicate statement.

3.22 We will correct any entries made by mistake to your Evolution Current Account as soon as we are notified of them or as soon as possible after you tell us about them.

3.23 We may put messages on your statements to tell you about changes to these Terms and Conditions.

3.24 You can close your Evolution Current Account by giving us 14 days' written notice. In the case of a Joint Evolution Current Account, all Account Holders must sign.

3.25 When the Evolution Current Account is closed you must repay any amount outstanding including the amount of any cleared transactions or other payments instructions you have made which have not been taken out of your Current Account. You must cut all cards issued to you to cut through the chip and magnetic strip on the reverse of the card and return them to our office.

3.2 We can end our banking relationship with you by telling you in writing. We will give you at least 2 months' notice. We can terminate your account/card or suspend the services at any time without notice if:

- a. you fail to respond to any demand for payment;
- b. you breach these terms and do not remedy such breach within the relevant time after receipt of written notice from us;
- c. if we are reasonably satisfied that you are hereafter suspect fraud or money laundering.

3.27 Any benefit or services we provide in relation to your Account will end as soon as they are closed.

3.28 We may change these Terms and Conditions (including our charges for basic account services, at any time. We will only make such changes for valid reasons such as changes in requirements or technical requirements or to comply with any changes in law or regulations or to offer you greater benefits from your Evolution Current Account. We will give you at least 2 months' notice in writing to allow you sufficient time to consider whether you wish to continue with the service. If you continue to make interest on your account with us after such notice you will be deemed to have accepted these changes. The updated version of these Terms and Conditions will be available on our website. You will not be entitled to a refund of money you have

already spent on transactions authorised or pending or of any fees for use of your card before your card is cancelled.

3.25 If the Evolution Current Account has not been used in a one month period, we will contact you to check whether the Evolution Current Account is to be closed or remain open. If we do not receive a reply after one month from this date, we may close your account. The funds in the Evolution Current Account remain your property or if you die the funds will become part of your estate no matter how many years have passed.

3.30 If a direct debit payment falls due and the account has insufficient funds available to cover the full payment, the payment will be declined and the instruction to pay will be removed from your account. The instruction will only be reinstated on receipt of a new mandate from the originator.

4 Internet Banking

4.1 Internet Banking is intended to enable you to access information and give us electronic instructions in relation to your Evolution Current Account and Card.

4.2 You can make payments through Internet Banking by logging on, entering your user ID and password and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to complete the transaction.

4.3 To help ensure that you can use Internet Banking safely without interruption, you are responsible for ensuring that:

- a. the equipment you use to access Internet Banking is kept fully operational;
- b. Any software installed on your equipment is kept virus free;
- c. All your important data is backed up and regularly updated;
- d. You only access Internet Banking when you use a computer which has up-to-date anti-virus and anti-spyware software installed and security patches installed on it.

4.4 In your own interests you should not leave the device you are using to access the service unattended while you are still logged into our website.

4.5 Internet Banking may be temporarily unavailable if we need to carry out routine maintenance. We will try to let you know in advance but may not always be possible to do so.

4. Our records unless shown to a court will be evidence of your dealings with us in connection with Internet Banking.

4.7 We will take reasonable care to ensure that the information provided to you by Internet Banking is accurate, reliable and reflects the information contained in our computer systems. Where the information is provided by a third party, it may not accurately reflect the information received from that party. Due to circumstances beyond our control, the information provided by Internet Banking may not always be accurate or error free.

4.8 You are liable for any telephone or other communication charges and any charges made by your internet service provider or any other third party as a result of your use of Internet Banking.

5 Automated Phone Banking Service

5.1 The automated phone service is intended to enable you to access information relating to your Evolution Current Account and Card. It provides access to a limited number of enquiries and allows you to move money between your Card and account and vice versa.

5.2 When accessing the automated system for the first time you will need to provide your sort code, account number and date of birth together with your specific 8 digit registration number. You will be prompted to set up a 4 digit phone identification code. Make sure this is easy to remember however void using 4 of the same number.

5.3 The automated phone banking service may be temporarily unavailable if we need to carry out routine maintenance. We will try to let you know in advance but it may not always be possible to do so.

5.4 Our records unless shown to be wrong will be evidence of your dealings with us in connection with automated phone banking.

5.5 We will take reasonable care to ensure that the information provided to you by our automated phone service is accurate, reliable and reflects the information contained in our computer systems. Where the information is provided by a third party, it may not accurately reflect the information received from that party. Due to circumstances beyond our control, the information provided by automated phone service may not always be accurate or error free.

5.6 You are liable for any telephone or other communication charges and any charges made by your phone service provider or any other third party as a result of your use of the automated phone service.

6 Internet and 24-hour Phone Banking Security

6.1 Keep your passwords and phone identification codes secret. Never write them down.

6.2 Always access Internet Banking by typing in the correct address to your browser. Never go to the internet banking from a link in an email and then enter personal details.

6.3 Never access Internet Banking from a computer connected to a local network (LAN, or any public internet access device or access point) without first making sure that no-one else will be able to observe or copy your access or get access to Internet Banking pretending to be you.

6.4 Never record passwords on any software which retains it automatically unless retaining your password is a specific function of the service provided by Secure Trust Bank.

6.5 Once you have logged on to the Internet Banking service never leave the electronic media from which you have accessed it or let anyone else use the electronic media until you have signed out completely.

7 Financial Services Open Access Scheme

7.1 Secure Trust Bank PLC is covered by The Financial Services Compensation Scheme (FSCS), established under the Financial Services and Markets Act 2000. The FSCS is a fund of last resort for customers of banks and financial services firms. The FSCS pays compensation if an authorised firm cannot pay claims against it. In respect of deposits in savings or bank account payments under the scheme are limited to 100% of the first £50,000 subject to a maximum payment to any one depositor of £50,000. The FSCS is governed by the Financial Services Authority (FSA), rules, or more details on the FSCS go to the FSCS website www.fscs.org.uk or telephone 020 7852 7300.

8 Complaints

8.1 If you have any complaints about your account or the service you have received please write to The Chief Executive Officer Secure Trust Bank PO Box 11515 One Arleston Way Solihull B50 4ZX.

8.2 If you are unable to resolve your complaint with us and have received a final response from us confirming this you may refer it to the Financial Ombudsman Service South Quay Place 183 Marsh Way London E14 5SR.

Card

9.1 You can use the Card to take any local transaction displays the MasterCard logo and acceptances including shops, restaurants, online or on the telephone. Your PIN will allow you access to ATMs and PIN retailers and you can also use your Card overseas. You can only spend the funds that you load onto it. Before using the Card you need to make sure there are enough funds loaded on it. You will not be able to use your Card after its expiry date. Your Card is not a credit Card and is not in any way connected to your bank account. Your bank account details are not on the Card. You will not be liable for any funds loaded on your Card. Strongly recommend you do not direct debit payments to the Card Account.

9.2 The Account Holder must sign the Card as soon as it is received. Your Card must then be activated before it can be used either online or by you requesting this via our office.

9.3 Funds can only be loaded on to your Card by using our online banking facility or by calling our office on 08451 117 123.

9.4 Once your Card is activated you can start using it at retailers and ATMs and you may spend funds up to the value held in your Card Account. You can use your Card to purchase goods and services anywhere the MasterCard logo is accepted. Your Card is shown to you on the ATM screen and the ATM's displaying the MasterCard logo acceptances. Your Card must be used to ensure sufficient funds on the Card and the retailer being able to verify this online (if you cannot verify this from post office counters). There are limits for the use of your Card to prevent fraudulent use. Card use is limited to £500 per day (£250 maximum per use, or other limits that may be set by the relevant ATM or outlet. All international fees will apply (see Fees Summary). You may be subject to any applicable additional fees such as rules and regulations of the relevant ATM or other financial institution or association. It is your responsibility to check before proceeding with your transaction. The minimum amount that can be used from an ATM using your Card is set by the merchant. There is no minimum value of point of sale transactions using your Card. Strongly recommend you do not use your Card for longer than 2 days however and do not use it if the transaction is made for a purchase or for any other reason. Detailed instructions on how to use your Card are found on our website. You will need to follow these instructions when using your Card. We will deduct the value of your transactions from the amount on your Card as soon as they are made. We will also deduct any fees as soon as they are payable by you. If sufficient funds are not loaded on your Card at the time of transaction to cover the amount of the transaction and the fees the

transaction will be declined. We reserve the right to decline any transactions at our discretion. You must not spend more money than you have in your Card Account or misuse the Card. We will take any such action seriously and take any steps necessary to enforce any conditions that exist in our contract. Merchants such as a hire companies, hotels and other service providers will estimate the sum of money you may spend or receive through your Card and we will hold for more than the actual amount you actually spend or receive. This means that some of the funds on your Account may be held for up to 45 days. You will not be able to spend this sum. We cannot release such sums without authorisation from the merchant. Merchants may not be able to authorise your transaction if they cannot take an online authorisation from us. Any refunds for goods or services purchased with the Card may only be returned as a credit to the Card. You are not entitled to receive refunds in cash. If for any reason a transaction is processed that is more than the funds in your Card Account you will be responsible for paying the outstanding money. You agree to pay us such money immediately on demand. We reserve the right to automatically debit such outstanding amount from any top-ups you submit monthly to your Card or direct from your Evolution Current Account.

9.5 We can suspend your Card at any time with immediate effect if:

9.5.1 we discover that the information you have provided is incorrect or incomplete; or

9.5.2 if a transaction has been declined because of a lack of available value on the Card. If any transaction fee or charge is found to have been incurred on your Card following a cancellation or termination you agree to pay it. If such sums to us immediately on demand. We may also lock or cancel your Card immediately if we suspect fraud or misuse of your Card if we have any other security concerns we need to do so to comply with the law. If we do this we will tell you as soon as we can and you are permitted to do so if we have taken these steps. In these circumstances if you cancel your Card you must tell us how you intend us to deal with any unused funds within 3 months of the date we tell you your Card is cancelled. If your Prepaid Bank Account is cancelled we will immediately lock your Card so it cannot be used. You will not be entitled to a refund of money you have already spent on transactions authorised or pending or of any fees for use of your Card before your Card is cancelled or expires. If your Card is cancelled you must destroy it by cutting vertically through its chip and magnetic strip.

5. You should treat your card like cash in any country. If it is lost or stolen you may lose some or all of your money on your card in the same way as if you lost cash. You must take care to prevent fraudulent use of your card. PIN and card number. You must:

- sign your card immediately upon receipt;
- not allow anyone else to use your card PIN or card number.

As a result you must keep your card safe and not let anyone else use it. If you are issued with a PIN you must immediately remember it and destroy the notification. You must keep your PIN secret at all times. Do not write it down or reveal it to anyone. We recommend that you check the conditions on your card regularly online.

5.7 Like other payment cards, our cards are not guaranteed to be used in any country. If you need to use your card in a country where it is not accepted, you must ensure that you have the necessary facilities in that country. This may be the use of local systems or something outside our services. We do not control or guarantee the use of such systems. If you are concerned that your card is being misused, accordingly, you should not use it in any event that the retailer refuses to accept your card or if you do not authorise the transaction or if you cancel or suspend use of your card. Unless otherwise required by law, we do not have the right to use your card or the use of your card in any third party. In the event that you do not use your card in accordance with these Terms and Conditions, we reserve the right to charge you for any necessary costs that you incur in taking action to stop you from using this card and to recover any monies owed as a result of your activities. If you have any disputes about purchases made using your card, you should settle these with the person you bought the goods or services from. We are not responsible for the liability, liability or any other aspect of any goods or services purchased with your card. Remember that once you have used your card to make a purchase, we cannot stop the transaction.

5.8 We will not be responsible for any loss that you may suffer if something happens to your card. We reserve the right to control, including but not limited to, defects relating to the card stops or delays us from doing something. We are supposed to do under these Terms and Conditions. If you are affected by something which is our fault, we will only be responsible for the financial loss you suffer as a direct result of the loss of the card. We will not be responsible for any other loss that you suffer. If you have a card that is lost or stolen, you should report it to us immediately. We will not be responsible for any losses on your card if you act without reasonable care. Our card uses losses you may incur in the event that you do not use your card in accordance with these Terms and Conditions, we find that you are using the card, fraudulently, we reserve the

right to charge you for any necessary costs that you incur in taking action to stop the card(s) being used and to recover any monies owed as a result. We accept no responsibility or liability for any merchant refusing to honour a transaction on your card or for cancelling or authorising a transaction. From time to time your liability to use your card may be interrupted. Hereby we carry out our intention. If this happens you may be unable to:

- use your card to purchase goods or services in any country from an ATM; or
- to obtain information about the funds available in your Account and/or about your recent card transactions. Please notify Customer Services if you have any problems using your card. If you are concerned or suspect or wish to prevent misuse of your card, you may without notice refuse to approve a transaction or cancel or suspend your right to use the card for any purpose or refuse to replace a new card. We will not be responsible for or incur any liability for any loss or damage that you may suffer as a result.

5.9 If your card is lost or stolen or you suspect there may be an unauthorised use of your card or if your card is damaged or malfunctioning, you must immediately contact Customer Services. If you suspect you must, you should report the incident to the police. You will be responsible for any unauthorised transactions that take place prior to you notifying Customer Services. You may be required to help our agents or the police if your card is lost or stolen or you suspect your card is being misused. If your card is reported lost or stolen, we will cancel it and may issue a new one. A fee may apply (See Fees Summary). If you find your card after you have reported it lost, stolen or misused, you must cut it up and return it to us. If your card is misused before you tell us of its loss or theft, you will only have to pay up to £50 for any misuse unless you have acted fraudulently or without reasonable care. A charge may be levied for replacement card. We will refund the amount of any transactions which the investigation shows were not authorised by you provided you have kept your card and PIN secure, you have not acted fraudulently or acted without reasonable care. However, if the investigations show that a disputed transaction was authorised by you or you have not kept your card or PIN secure, we will not refund the transaction amount.

10 Electronic Payment Transaction

10.1 In order for us to execute an Electronic Payment Transaction properly, we need you to provide us with certain information. We have set out the information needed for different Electronic Payment Transactions:

- for payment to a non-UK bank, the recipient's account number and sort code and reference (where relevant for example a building society roll number);
- for payment to a non-UK bank, the recipient's account number, the payee's name and address, International Bank Account Number (IBAN), and SWIFT Bank Identifier Code (BIC).

10.2 We will consider that you have consented to an Electronic Payment Transaction or series of Electronic Payment Transactions, here you have provided us with instructions in accordance with the following provisions:

- telephone instructions;
- email instructions;
- written instructions;
- Internet Banking.

10.3 We will endeavour to deliver to you your instructions regarding Electronic Payment Transactions when we receive them. However, instructions received by us on a non-Business Day or outside normal office hours (9.00 am to 5.00 pm on a Business Day) will be deemed to be received by us on the next Business Day. In addition, in order to execute to process the different types of Electronic Payment Instructions, we receive electronic instructions, we set out the following:

- instructions which request us to make an international payment, which are received by us after 4.00pm shall be deemed to be received by us on the next business day;
- instructions which request us to make a UK payment via CHAPS (same day payment), which are received by us after 4.00pm shall be deemed to be received by us on the next Business Day;
- instructions which request us to make a UK payment via BACS (next business day), which are received by us after 4.00pm shall be deemed to be received by us on the next Business Day.

10.4 We reserve the right to refuse to execute an Electronic Payment Transaction, here we have reserved the grounds to do so for example here you have provided us with incorrect or insufficient information in order for us to execute correctly the transaction, here we are concerned about the possibility of a fraud or damage to our reputation or we have concerns about security, unauthorised or fraudulent use of the Account or other legitimate concerns. If we execute an Electronic

Payment Transaction, we will normally notify you with reasons for the refusal. Hereby, you need to do to ensure that you do not pay the amount to the bank. We will not however notify you if to do so would be unlawful. We may make a charge for notifying you of a refusal to carry out an Electronic Payment Transaction, here the refusal is justified as provided for in our Schedule of Charges.

10.5 The general position is that you may not revoke an Electronic Payment Instruction once it has been received by us. However, here you have asked us to make a payment on a future date, you may revoke an Electronic Payment Instruction up until the end of the Business Day before the date of payment. We will also endeavour to cancel an Electronic Payment Transaction if you request us to do so and such a request is received prior to the relevant cut-off time for the Electronic Payment Transaction concerned. If you do not cancel or amend an Electronic Payment Instruction you should notify us as soon as possible during office hours on a Business Day by telephoning us. You agree that your request for cancellation of an Electronic Payment Instruction must include details of the Electronic Payment Instruction provided with the instruction.

10. The execution time for Electronic Payment Transactions made from your Account depends upon the method of transmission and the currency involved. Set out the details of the maximum execution times which will apply to payment transactions made by us from your Account following receipt of instructions from you (subject to clause 10.3 above):

- for payments to a UK bank via CHAPS, the payment will arrive in the recipient's UK bank on the same Business Day;
- for payments in sterling or in Euro (not made via CHAPS, to a non-person's account in the EEA);
- the maximum execution time for funds to arrive in the recipient's bank is no later than three Business Days after the end of the Business Day after you received your instructions;
- here an Electronic Payment Transaction follows a written instruction from you, the maximum execution time set out in (i), above is extended by one Business Day;
- for payments in an EEA currency (not made via CHAPS), which is not sterling or Euro to a non-person's account in the EEA, the payment may take an additional Business Day and the maximum execution time for funds to arrive in the recipient's bank is no later than four Business Days following the receipt of your instructions;
- for payments in non-EEA currencies, the execution time in respect of such payments will depend upon the foreign currency and the countries involved. We will let you know the maximum execution time for such payments at the time we receive your payment instructions.

10.7 In relation to payments made into your Account funds will be available to you and eligible for the calculation of interest on credit facilities on the Business Day that such funds are received by us.

11 Unauthorised and Transaction and Electronic Payment Transaction

Notification of Unauthorised Transactions

11.1 You must notify us as soon as possible in writing of any unauthorised or incorrectly executed transactions.

11.2 Please note that in respect of transactions in sterling Euro or other EEA currency credited out within the EEA other than transactions involving cheques or in relation to Fixed Term Deposits you must notify us within 13 months after the date that the account is credited or of any unauthorised or incorrectly executed transactions. If you do not notify us within this time period you may not be entitled to redress from us.

11.3 In respect of transactions outside of the scope of clause 11.2 (for example transactions in non-EEA currencies or transactions involving cheques, the normal statutory limitation period of six years will apply).

Liability for Unauthorised Transactions

11.4 We will normally investigate any payment transactions which you notify us as being unauthorised by you. We will carry out any such investigation as quickly as possible in light of the circumstances. Subject to clause 11.5 if we find the payment transactions are not authorised by you we will refund the amount of the unauthorised transactions to you and where applicable restore your Account to the state it would have been in had the unauthorised transactions not taken place (for example by refunding any charges or interest that you have paid as a result).

11.5 You will however be liable for:

- a, the payments and any losses in respect of unauthorised transactions where you have acted fraudulently;
- b, the payments and any losses if you have intentionally or negligently failed to take reasonable steps to keep the security features of your cards safe or comply with these Terms;
- c, Payment transactions made from your Account in excess of the amount you would reasonably expect.

11. Where a payment transaction is initiated by or through the recipient of a payment for example direct debit or a Credit Transaction the amount of the transaction may not be specified at the point of sale. In such circumstances the following provisions apply:

a, if the amount of the transaction exceeds the amount you could reasonably have expected in all the circumstances you elect to the recipient in favour of this clause and request a refund from us of the full amount of such transaction;

b, the right to a refund under sub-clause (c) does not apply if you have given consent directly to us for the transaction to be executed and if applicable the details of the payment transaction have been provided or made available to you at least four weeks prior to the date that;

c, In order to be entitled to a refund under sub-clause (c) above you must have requested a refund within eight weeks of the date that you must have provided if requested by us information reasonably necessary for us to establish if you are entitled to a refund under sub-clause (c) above;

d, you will either effect a refund or notify you of a refusal to make a refund within 10 working days of the date of receiving a request for a refund or if applicable the date of receiving further information requested by us under sub-clause (c) above.

11.7 In relation to direct debits the right to a refund under the UK Direct Debit Guarantee scheme shall continue to apply.

Failure to provide correct payment information

11.8 It is very important that you provide the correct information where needed as specified in clause 10.1 in order to execute Electronic Payments Transactions correctly. If you do not provide the correct information or if the information you provide is insufficient we will not be responsible for the consequences. However if we are still unable to recover the funds for you. Failure of payment to reach the intended recipient

11.9 In relation to Electronic Payment Transactions initiated by you if you notify us that a payment has not been received or the transaction has otherwise been incorrectly executed we will investigate this to see if the funds have reached the recipient's bank. If the recipient's bank received the correct amount of funds in accordance with the time-frame specified in clause 10.3 then it will be the recipient's bank who will be responsible and you will need to correct the error and pay the money to the recipient. If however the funds did not reach the recipient's bank we are responsible and we will refund the amount of the transaction to your Account and put the Account back into the position it is in if the transaction had not occurred (for example by refunding any interest or charges that you have paid as a result).

11.10 In relation to payment transactions initiated by or through the recipient for example a Credit Transaction or a direct debit the recipient's bank is responsible for correctly transmitting the payment order to us. If you notify us that the correct payment has not been received we will investigate this. If the recipient's bank cannot show that it has correctly given us the payment order at the time the transaction is still not executed properly then we will be responsible and we will refund to you the amount of the transaction and put your Account back into the position it would have been in had the transaction not taken place (for example by refunding any interest or charges that you have paid as a result).

12 Fee

12.1 Your Current and Credit Accounts are subject to the fees and charges set out in the fees summary table. These fees and charges are an integral part of these Terms and Conditions:

Set up fee (month 1) £12.50

Management fees	
Monthly	£12.50
Bi-monthly Weekly	£2.50
*12/52 annual fee up to nearest 5p	
4 Weekly	£11.55
*12/13 annual fee up to nearest 5p	
2 Weekly	£5.80
*12/26 annual fee up to nearest 5p	

Ad hoc Fees	
Replacement card	£5.00
Additional card	£5.00
Duplicate statement	£2.50
Resising of card	£2.50

Transaction fees	
UK ATM	£0.50
Non UK ATM	£2.25
Foreign Exchange	2.75%
Credit Interest	0.00%

Overdraft fee interest (Evolution Current Account overdrafts are only applicable when a successful application has been made and not on the credit account, 25.5% APR. We will charge these fees to your Evolution Current Account or your Credit Account as appropriate as soon as they become payable. If we decide to increase or impose any new fees we will tell you at least 2 months before any charges take effect in accordance with Condition 3.28 of these Terms and Conditions.

12.2 If you use the card to purchase goods or services on a third party card in a currency other than the currency the card is issued then such transactions will be converted to the currency of your card on the day we receive details of the transaction. We will use Mastercard authorised rates applicable for such transactions. A foreign exchange fee will also apply. If you use a card in a currency that is different to your online account credit transactions made using your card will incur a 2.75% foreign exchange fee.

13 Overdraft

13.1 You must opt in to our agreement before you overdraw your Evolution Current Account.

13.2 If we decide to make payments from the Evolution Current Account when there are insufficient funds available then an overdraft facility is required unless authorised. This is also the case when you exceed your agreed overdraft limit. See also Condition 13.4 above.

13.3 If you authorise or make payments without sufficient money available in your Current Account then a limit on your overdraft facility and a limit on the amount of the return of the payments. We operate a zero tolerance policy and as such will cancel any standing order or direct debit that becomes non-payment.

13.4 In accordance with normal banking practice all overdrafts are repayable on demand. Until you repay in full we will charge interest and fees in accordance with our published tariff.

13.5 We may make credit reference agencies search and other enquiries when you ask to borrow from us or if we wish to evaluate to increase or renew your borrowing facilities with us. Credit Reference Agencies may keep a record of searches and of information we give them. If you ask us we will advise you of the credit reference agencies we have used.

13. If your request is declined and you ask us by email we will advise you in writing or by telephone.

14 Charge and Interest

14.1 Charges and interest applicable to the Evolution Current Account are published in the form of tariffs. Up to date tariffs are available from our Customer Services team or visit our website at www.securetrust.co.uk/nk.com/evolution.

14.2 Charges for services outside the published tariff will be advised at the time the service is offered.

14.3 Where appropriate, written details of overdraft charges and interest incurred on your Evolution Current Account during the previous charging period will be sent to you 14 days before the charges and interest are deducted from your Evolution Current Account.

14.4 If your Evolution Current Account holder is an unauthorised overdraft then in addition charges may be levied which will be debited to your Evolution Current Account on the day on which the unauthorised overdraft is created.

14.5 Daily interest rates apply from time to time. Charges in interest rates apply published online. Charges in interest rates may be effected immediately. We will advise you of these charges by personal notice within 30 days of the interest rate change.

14. Interest is calculated daily and applied to your Evolution Current Account on the dates shown in the tariff sheet interest charged on the debit clearance.

14.7 You will reimburse us and your Evolution Current Account will be debited in respect of any reasonable costs and expenses incurred by us and our agents in connection with finding you if you change address without notifying us and other reasonable costs in connection with recovering monies due by you to us.

14.8 Details of our interest rates can be obtained by telephoning our Customer Service Department or visit our website at: www.securetrust.co.uk/nk.com/evolution.

15 Notification of Service

15.1 We may introduce a service to you here we provide you with information relating to your Accounts with us by SMS text message to your mobile telephone. In the event that this SMS text message service is introduced the following additional Terms and Conditions will apply.

15.2 In the event that the SMS text message service is introduced we may use this service to communicate with you regarding your Accounts with us unless you contact us and request that this service is not used in respect of your Accounts with us.

15.3 We may notify you of specified events affecting your Evolution Current Account (e.g. the crediting of a salary receipt, a SMS text message to your mobile telephone).

15.4 In making your Evolution Current Account a secure service we may contact you by SMS text message to your mobile telephone.

15.5 You are responsible for the security of your mobile telephone and you must take reasonable precautions to prevent anyone else from accessing your confidential information including using all security features available on your mobile telephone (including any SIM card personal identification number and keeping your mobile telephone secure at all times and not leaving it unattended in public places accessible to anyone else who do not wish to see your Evolution Current Account information. You must inform us immediately by telephone if:

- i, your mobile telephone is lost or stolen;
- ii, you know or suspect that someone else knows your SIM card personal identification number or otherwise has access to your SMS text messages; or
- iii, your mobile telephone number changes or your contract with your mobile network operator ends.

If you take your mobile telephone outside the UK whilst registered for the SMS text message service you will be deemed to authorise us the network operator and any third party to whom information is sent out by us and your accounts have been properly assessed for the provision of the SMS text message service to transmit and store such information as is necessary to send text messages to your mobile telephone. Whilst we will make reasonable efforts to provide the SMS text message service we will not be liable for any failure to provide the SMS text message service due to any reason beyond our reasonable control including any suspension of either service resulting from maintenance and upgrades to our systems or those of any other party used to provide the SMS text message service. You may end or suspend the SMS text message service at any time by contacting us. We may suspend or restrict the use of the SMS text message service here we consider it appropriate for our or your protection. We will inform you of such suspension or restriction as soon as practicable. We may also end the provision of the SMS text message service at any time by giving you 30 days notice in writing (including by SMS text message). There is no charge for the SMS text message service. However we reserve the right to introduce charges in the future which will only do so by giving you 30 days notice in writing (including by SMS text message). After the expiry of such notice you hereby authorise us to debit your Evolution Current Account with such charges for providing the SMS text message service. By using the SMS text message service you accept that:

i, the text messages may contain information about you and your Evolution Current Account which is confidential and they are sent at your own risk; and
ii, messages sent by the SMS text message service are not secure and once the message has been sent we cannot be held responsible for any reason if it is lost or it arrives incomplete or in any way different from the message sent or if the message has been seen by an unauthorised person.

16 Use of Your Information

16.1 We are not responsible if a computer virus or other malware directly or indirectly from the failure or utility of our or any machine that processes system or transmission link; any industrial dispute; anything beyond our control or that of our agents or subcontractors.

16.2 From time to time we offer Account Holders additional services or benefits. These do not form part of the Terms and Conditions and we may if we wish alter or remove them at any time.

16.3 We do not provide a banker's references on request. These are also not our own opinions or statements. If a banker's reference is requested you are requested to provide your written consent before it is given.

16.4 We will hold your personal information securely and process it only for the purposes set out in this clause. We will treat your personal information as private and confidential. Your information may be held on a Group database and used by us and our Group companies for the purposes set out in this clause. (Where we refer to "Group" in this clause we are referring to the Ariston Banking Group of companies which are related members. Your information includes any information which we or our Group companies hold or store in any time in the future which comes from or relates to:

- i, application forms or other dealings with any Group company;
- ii, third parties such as credit reference agencies and parties associated with you;
- iii, your services from any Group company.

We and other Group companies will use and assess your information to market in and develop our relationships with you. This will include using it for the following purposes:

- a, considering any applications made by you and helping us make credit-related decisions about you;
- b, operating and administering the services we and/or other Group companies supply;
- c, servicing your relationships with Group companies;
- d, financial risk assessment money laundering checks compliance and regulatory reporting and fraud prevention;
- e, helping us and other Group companies to identify products and services which may interest you (unless you have opted out); and
- f, helping us and other Group companies to understand and develop our respective businesses including new and innovative products and services.

For operation uses such as processing (, (, (, (and (of this clause use of your information when you open your account and other products and services you may interact with us. We may also link your information with that of others who have your details in a database connection. We will not use the links for marketing purposes without your consent. During the time that you have your Account we will look to record and use information about you and change. In most cases these changes will result from improvements in technology and we believe that you will be comfortable with them. Where we feel the changes may not be obvious to you we will tell you before we introduce them. When you open your Account you are agreeing that you are continuing to market in your Account for the following reasons: we have notified you of the changes we may use your information you will be happy with the change unless you write to us to the following address telling us that you do not wish your information to be used in this way: Secure Trust Bank One Arlestone Way Solihull B50 4LH. We do not disclose your information outside the Group except:

- i, for operation reasons described in (, (, (, (and (of this clause;
- ii, where we have your consent;
- iii, where we are required or permitted to do so by law;
- iv, to persons to whom we may transfer rights and obligations under our agreements with you;
- v, to credit reference and fraud prevention agencies.

16.5 Under the Data Protection Act you have the right to access information that we hold about you. A fee may be payable. For details of the fee please contact Banking Services.

16.6 You must not transfer any of your rights under the Accounts or contract.

16.7 These terms are governed by the laws of England and Wales. We submit to the jurisdiction of the courts of England and Wales.

- 1.8 We may assign the benefit and burden of these Terms and Conditions to any time, without your consent. If we do this your rights will not be affected.
- 1.9 In signing this agreement you agree that we can share your personal information and information about the running of your accounts including transaction information with the third party that introduced your Account to us or any third parties that are used for the day to day servicing of your Accounts and any group company within the Authorised Banking Group.