

SecureTrust Bank PLC

Prepaid Current Account

TERMS & CONDITIONS

1 In these Conditions

- 1.1 "Account Holder", "you", "yours", "your", means the person(s) in whose name(s) the Prepaid Current Account and Card Account are maintained; where there is more than one person they are liable to us both jointly and individually for the full debit balance at any time on the Accounts.
- 1.2 "Bank", "we", "us", "our" means Secure Trust Bank PLC.
- 1.3 "Business 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.
- 1.4 "Card" means the prepaid card we may give you to allow you to withdraw money from ATMs and retailers.
- 1.5 "Group" means the Arbuthnot Banking Group of companies of which we are a member.

2 Opening the Accounts

- 2.1 You have selected our Secure Trust Bank PLC Prepaid Current Account Service, which is governed by these Account Conditions. We will need to carry out certain identification and address verification procedures to confirm your identity, additional information may be required. Secure Trust Bank provides two client accounts, a "Prepaid Current Account" and a "Card Account" (together the "Accounts") in our name.

3 Operation of the Accounts

- 3.1 If you have not conducted your Prepaid Current Account in a satisfactory manner we may refuse to accept standing orders and direct debits to be paid from your Prepaid Current Account. [You will arrange for your salary/income to be paid into your Prepaid Current Account. In the event that your Prepaid Current Account is closed, it 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 Prepaid Current Account (e.g. no credit of a salary to your account).
- 3.2 If you are not happy about your choice of Prepaid Current Account, you may cancel it within 14 days of, (i) the day the Prepaid Current Account is opened, or (ii) 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 or we will give all your money back with any interest it has earned. We will ignore any notice period, a cheque issue fee may be applicable.
- 3.3 These Terms and Conditions apply to everyone named on the Prepaid 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 managing your Prepaid Current Account we may contact you by post, telephone, or email using the latest address or telephone number you

have given to us. See Condition 3.8.

- 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 a particular service.
- 3.7 If we tell you in writing, we can use any credit balance you may have in another account with us to reduce any unauthorised overdrawings on your Prepaid Current Account.
- 3.8 If you change your name, address, telephone number (mobile or home) or email address you must immediately inform the Bank in writing or by telephone. All correspondence will be sent to the last address you gave the Bank.
- 3.9 You can give us instructions either in writing or by telephone unless we tell you that instructions can only be given in a limited way on the Prepaid Current Account. You must use reasonable care to ensure that instructions are clear and accurate.
- 3.10 We can refuse to act on any instruction if:
 - we have good reason for thinking that you did not give us the instruction;
 - the instruction is not clear;
 - we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;We will advise you in writing or by telephone if this is the case.
- 3.11 We may apply limits to telephone or facsimile instructions from time to time. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of these limits.
- 3.12 We will accept for credit to the Prepaid Current Account all cash and other items payable to you. We may refuse to accept any items which are not payable to you. We allow for seven working days to collect the proceeds of cheques paid into your Prepaid Current Account which are not drawn on your own branch (this is known as the clearing cycle. The central cheque clearing cycle normally takes six working days). If the cheque you pay in was written by a customer of ours this process may be faster. However, this period can vary. During this period the value of these cheques is classed as "uncleared". The cycle may also be longer when paying in via some financial institutions or agents. When you give an instruction to us to make an automated payment (standing order), the money will normally be taken from your Prepaid Current Account the same day. The central clearing cycle is normally three working days. If the person you are paying banks at the same bank as you, the amount will usually be credited on the same day. Payments may take longer than three working days through some financial institutions.
- 3.13 You should not withdraw against these uncleared cheques unless we give you permission. If you do withdraw against them, debit interest may be payable even though your statement may show that your Prepaid Current Account is in credit.
- 3.14 Cash paid into your Prepaid Current Account via Barclays will take 6 working days to be applied to your Prepaid Current Account or be available for transfer to the Card Account.

- 3.15 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 3.12 will be calculated accordingly.
- 3.16 We may refuse to make any payment if you do not have enough money in your Prepaid 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 we are treating as cleared, and any instructions to make payments and regular payments which have not yet been paid from your Prepaid Current Account. We will tell you if you can make payments from your Prepaid Current Account against cheques which are not cleared. We do not have to take into account regular credits or any amounts received after we have decided not to make the payment.
- 3.17 If any cheque or other items you have paid in is returned to us unpaid we will debit your Prepaid Current Account, whether or not it goes overdrawn and even if we allowed you to make a payment or take cash against the cheque. We will advise you in writing if this occurs.
- 3.18 We will debit on each Business Day the amount of all Card transactions processed since the previous Business Day.
- 3.19 Cheques payable abroad which may be received for payment into your Prepaid Current Account and other foreign cheques will be negotiated or collected at your expense (details are available on request). If any cheques are returned unpaid for any reason we will debit your Prepaid 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.
- 3.20 When we convert foreign currency we will do so at the exchange rate on the first available Business Day subject to our standard charges which will be deducted from the foreign currency proceeds or debited from your Prepaid Current Account. The timing of debits and credits to your Account depend on the currencies involved.
- 3.21 Payments from the Prepaid Current Account will be made only if authorised by you and provided there are sufficient cleared funds or overdraft facilities available on the Prepaid Current Account.
- 3.22 We will send you a statement, showing all payments into and out of the Prepaid Current Account, at least annually, or every month if you have a Card. You should check your statement upon receipt and advise us of any mistakes immediately. If you ask us to, we will send you a duplicate statement if you pay our charge in force at the time. We will notify you of the charge on request and before we send the duplicate statement.
- 3.23 We will correct any entries we make by mistake to your Prepaid Current Account as soon as we notice them or as soon as possible after you tell us about them.
- 3.24 We may put messages on your statements to tell you about changes to these Terms and Conditions.
- 3.25 You can close your Prepaid Current Account by giving us [14 days] written notice. In the case of a joint Prepaid Current Account all Account Holders must sign.
- 3.26 When the Prepaid Current Account is closed you must repay any balance outstanding, including the amount of any Card transactions or other payment instructions you have made, which have not been taken out of your Card Account. You must return your Cards (cut in half) to our office.
- 3.27 We can end our banking relationship with you by telling you in writing. We will give you at least 30 days' notice, except in exceptional circumstances, for example, fraudulent activity or suspected fraudulent activity on your Prepaid Current Account.
- 3.28 Any benefit or services we provide in relation to your Accounts will end as soon as they are closed.
- 3.29 We may change these Terms and Conditions (including our charges for basic account services) at any time. We will only make such changes for a valid reason such as a change in business requirements or technical requirements or to comply with any changes in law or regulations, or to offer you greater benefits from your Prepaid Current Account. We will give you at least 30 days' notice in writing to allow you sufficient time to consider whether you wish to continue with the service, except changes in interest rate which may apply immediately. If the change is to your disadvantage you have 60 days from the date we notify you of the change to switch your Prepaid Current Account or close it without having to pay extra charges or interest for doing so. The up-to-date version of these Terms and Conditions will always be made 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.
- 3.30 If the Prepaid Current Account has not been used in a one month period, we will contact you to ask whether the Prepaid Current Account is to be closed or remain open. If we do not receive a reply after one month from the date we may close your account. The funds in the Prepaid Current Account remain your property, or if you die the Funds will become part of your estate, no matter how many years have passed.
- 3.31 If when a Direct Debit payment falls due 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 Card

- 4.1 You can use the Card at any location that displays the MasterCard® acceptance symbol, including shops, restaurants, online or on the telephone. Your PIN will allow you access to ATMs, Chip 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 acts as a way to load your Card. You will not earn any interest on any funds loaded on your Card. Standing orders and direct debit payments cannot be made from the Card Account.

4.2 The Account Holder must sign the Card as soon as it is received. Your Card must then be activated before it can be used, this will happen either on the first load or by you requesting this via our office.

4.3 Funds can only be loaded on to your Card by us, there are two ways to do this, firstly by a regular payment agreed by you from your Prepaid Current Account (this can be amended by calling our office) or by additional adhoc payments that you instruct us to load on to your Card from your Prepaid Current Account by calling our office.

4.4 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 MasterCard® is accepted, you can also withdraw cash at an ATM or financial institution displaying the MasterCard® logo or name subject to there being sufficient funds on the Card and the retailer being able to verify this online (cash cannot be withdrawn from post office counters).

There are withdrawal limits for the use of your Card to prevent fraudulent use. Cash withdrawals are limited to £500 per day or other lower limits that may be set by the relevant ATM or outlet. A withdrawal fee will apply (see Fees Summary) You may be subject to any applicable additional fees, surcharges, 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 withdrawal which can be made from an ATM using your card is £10. There is no minimum value of point of sale transactions using your Card.

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 a 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 actions against you.

In certain sectors, merchants, such as car hire companies, hotels and other service providers, will estimate the sum of money you may spend or require authorisation for "have funds held" for more than the actual amount you actually spend or are charged. 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 sum without authorisation from the merchant.

Merchants may not be able to authorise your transaction if they cannot obtain on-line 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 subsequently make to your Card or direct from your Prepaid Current Account.

4.5 We can suspend your Card at any time with immediate effect if (a) we discover that any information you have provided is incorrect or incomplete; or (b) if a transaction has been declined because of lack of available value on the Card.

If any transaction, fee or charge is found to have been incurred on your Card following cancellation or termination, you agree to pay all such sums to us immediately on demand.

We may also block or cancel your Card immediately if we suspect fraud or misuse of your Card, if we have any other security concerns or we need to do so to comply with the law. If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps. In these circumstances, if we cancel your Card you must tell us what you want us to do with any unused funds within 3 months of the date we tell you your Card is cancelled. If your Prepaid Current Account is cancelled, we will immediately block 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 stripe.

4.6 You should treat your Card like cash in a wallet. 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. 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 memorise 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 balance on your Card regularly online.

4.7 Like other payment cards, we cannot guarantee a retailer will accept your Card, or that we will necessarily authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because we are concerned that your Card is being misused. Accordingly, we shall not be liable in any event that a retailer refuses to accept your Card, or if we do not authorise a transaction, or if we

cancel or suspend use of your Card. Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party. In the event that you do not use your Card in accordance with these Terms and Conditions or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs that we 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 quality, safety, legality 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 that transaction.

4.8 We will not be responsible for any loss that you may suffer if something that we are not reasonably able 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 up to a maximum of the balance on your Card and not for any other loss whatsoever.

If you have acted fraudulently you will be liable for all losses on your Card, if you act without reasonable care and this causes losses, you may again be liable for them.

In the event that you do not use your Card in accordance with these Terms and Conditions or we find that you are using the Card(s) fraudulently we reserve the right to charge you for any reasonable costs that we 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 a merchant refusing to honour a transaction on your Card or failing to cancel an authorisation.

From time to time your ability to use your Card may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable (a) to use your Card to pay for purchases or obtain cash from an ATM, or (b) 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 we know, or suspect or wish to prevent misuse of your Card we may, without notice refuse to approve a transaction, cancel or suspend your right to use the Card for any purpose or refuse to replace any Card. We will not be responsible for or incur any liability for any loss or damage that you may suffer as a result.

4.9 If your Card is lost or stolen or you suspect there may be unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services. If we ask, you must also write to us within seven days to

confirm the loss, theft or possible misuse. You will be asked to provide us with your Card number and other information so we can identify you. We will investigate any disputed transaction or misuse of your Card and we may need more information from you and we may need to 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 us, our agents or the police if your Card is lost or stolen or we 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 a replacement card.

We will refund the amount of any transactions which the investigations show are 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 any disputed transaction was authorised by you, or you have not kept your Card or PIN secure, we will not refund the transaction amount.

5 Fees

5.1 Your Current and Card Accounts are subject to the fees and charges set out in the fees summary below. These fees and charges are an integral part of these Terms and Conditions

Set up fee	£12.50
Management fees	
Monthly	£12.50
Base amount	
Weekly	£2.90
(monthly *12/52 rounded up to nearest 5p)	
4 Weekly	£11.55
(monthly *12/13 rounded up to nearest 5p)	
2 Weekly	£5.80
(monthly *12/26 rounded up to nearest 5p)	
Adhoc Fees	
Replacement card	£5.00
Additional card	£5.00
Duplicate statement	£2.50
Raising of a cheque	£2.50

Transaction fees

UK ATM	£0.50
Non UK ATM	£2.25

We will charge these fees to your Prepaid Current Account or your Card 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 30 days before any changes take effect in accordance with Condition 3.29 of these Terms and Conditions.

5.2 If you use the Card to purchase goods or services or withdraw cash in a currency other than the

currency the Card is issued, then such transaction 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 (see below).

If you take a Card in a currency that is different to your online account, all transactions made using your card will incur a 2.75% foreign exchange fee.

6 Overdraft

- 6.1 You must obtain our agreement before you overdraw your Prepaid Current Account.
- 6.2 If we decide to make payments from the Prepaid Current Account when there are insufficient funds available, then any overdraft created is regarded as unauthorised. This is also the case when you exceed any agreed overdraft limit. See also Condition 8.4 below.
- 6.3 If you authorise or make payments without sufficient money available in your Prepaid Current Account, taking account of any overdraft limit and allowing for uncleared cheques, we may return the payments. We operate a zero tolerance policy and as such will cancel any standing order or direct debit that we cannot pay.
- 6.4 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.
- 6.5 We may make credit reference agency searches and other enquires when you ask to borrow from us or if we wish to evaluate, increase or renew your borrowing facilities with us. Credit reference agencies make 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.
- 6.6 If your request is declined, and you ask us why, we will advise you in writing or by telephone.

7 Charges and Interest

- 7.1 Charges and interest applicable to the Prepaid 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.securetrustbank.com.
- 7.2 Charges for services outside the published tariff will be advised at the time the service is offered.
- 7.3 Where appropriate, written details of overdraft charges and interest incurred on your Prepaid Current Account during the previous charging period will be sent to you 14 days before the charges and interest are deducted from your Prepaid Current Account.
- 7.4 If your Prepaid Current Account has an unauthorised overdraft, then additional charges may be levied which will be debited to your Prepaid Current Account on the day on which the unauthorised overdraft is created.
- 7.5 Debit interest rates will vary from time to time. Changes in interest rates will be published online. Changes in interest rates may take effect immediately. We will advise you of these changes

by personal notice within 30 days of the interest rate change.

- 7.6 Interest is calculated daily and applied to your Prepaid Current Account on the dates shown in the tariff as interest charged on the debit cleared balance.
- 7.7 You will reimburse us and your Prepaid 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, all legal and other reasonable costs in connection with recovering monies due by you to us.
- 7.8 Details of our interest rates can be obtained by telephoning our Customer Service Department or visit our website at: www.securetrustbank.com.

8 Notification by SMS text messages

- 8.1 We may introduce a service to you whereby we provide you with information relating to your Accounts with us by SMS text messages to your mobile telephone. In the event that this SMS text message service is introduced, the following additional Terms and Conditions will apply.
- 8.2 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 call us and request that this service is not used in respect of your Accounts with us.
- 8.3 We may notify you of specified events affecting your Prepaid Current Account (e.g. the crediting of a salaries receipt) by SMS text message to your mobile telephone.
- 8.4 In managing your Prepaid Current Account we may contact you by SMS text message to your mobile telephone.
- 8.5 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 safe at all times and not leaving it unattended in a place accessible to anyone else who you do not wish to see your Prepaid 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 about you and your accounts has been properly passed 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 calling us.

We may suspend, withdraw or restrict the use of the SMS text message service where we consider it appropriate for our or your protection. We will inform you of such suspension, withdrawal 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 a charge in the future, but we 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 Prepaid 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 Prepaid 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 if for any reason it fails to arrive, or it arrives incomplete or in any way different from the message we sent or if the message has been seen by an unauthorised person.

9 Use of Your Information

9.1 We are not responsible if we cannot carry out our duties under the Terms and Conditions arising directly or indirectly from the failure or faulty working of any machine, data processing system or transmission link; any industrial dispute; anything beyond our control or that of our agents or sub-contractors.

9.2 From time to time we may 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.

9.3 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.

9.4 We will hold your personal information securely and process it only for the purposes set out in this clause 11.4. 'We will treat your personal information as private and confidential. Your information may be held on a Group database and used by us and any Group company for the

purposes set out in this clause. (Where we refer to "Group" in this Condition 11.4 we are referring to the Arbuthnot Banking Group of companies of which we are a member).

Your information includes any information which we or any Group company holds, now or at any time in the future and 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, analyse and assess your information to maintain 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 asked us not to), and

(f) helping us and other Group companies to understand and develop our respective businesses, including new and innovative products and services.

For operational uses such as in paragraphs (a), (b), (c) and (d) of this Condition 11.4, we may link your information between your accounts and other products and services you maintain with us.

We may also link your information with that of others with whom you have a financial connection. We will not use the links for marketing purposes without your consent.

During the time that you have your Account, the way we look at, record and use information about you may 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, by continuing to maintain your Account for at least 60 days after we have notified you of a change to the way we may use your information, you will be happy with that change – unless you write to us at the following address, telling us that you do not wish your information to be used in this way:

Secure Trust Bank, One Arleston Way, Solihull, B90 4LH

We do not disclose your information outside the Group except:

(i) for operational reasons described in (a), (b), (c) and (d) of this Condition 11.4;

(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 agreement with you;

(v) to credit reference and fraud prevention agencies.

9.5 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.

9.6 You must not transfer any of your rights under the Accounts or Card

9.7 These Terms and Conditions are governed by English law.

9.8 We may assign the benefit and burden of these Terms and Conditions at any time, without your prior consent. If we do this, your rights will not be affected.

9.9 'In signing this agreement you agree that we can share your personal information and information about the running of your accounts including transactional data with the third party that introduced your Account to us, any third parties that are used for the day to day servicing of your Accounts and any group company within the Arbuthnot Banking group.'

10 Deposit Protection Scheme

10.1 Secure Trust Bank PLC is a member of the Financial Service Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK

office, payments made under the scheme are limited to 100% of the first £50,000 of a depositor's total deposits with the bank. Most depositors, including individuals and small firms, are covered. The Scheme covers deposits made with offices of the bank within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the scheme are available on request.

11 Good Banking

11.1 The Bank is fully committed to the aims of the Banking Code whose governing principles are to treat customers fairly and reasonably, to help customers understand how their accounts operate and give them a better understanding of banking services, and to maintain confidence in the security and integrity of banks. Copies of the Code, entitled "The Banking Code", are available on request at any branch and Head Office.

11.2 We have a complaints procedure which aims to resolve any complaints to the satisfaction of both parties. Details of the operation of the scheme are available at any branch and Head Office. Complaints not satisfactorily resolved can be referred to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800.