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# Personal Account General Terms



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## Welcome

These Personal Account General Terms, which we'll refer to as 'general terms', cover our personal current accounts (including teen accounts), joint current accounts, savings accounts and foreign currency accounts, and provide details of how these accounts work.

When you open an account with us where these terms apply, we'll provide you with a digital copy of this document and any relevant account schedule and terms and conditions (as applicable). We recommend that you save a copy of these documents. You can ask us for a copy of these documents again at any time. You can also ask us for a paper copy if you need one at any time.

Your agreement with us is made up of the general terms and the account schedule and terms and conditions applicable to your account and its features. The account schedule and terms and conditions (as applicable) give you more specific information about the account and its features, such as any rates, fees or charges you might have to pay.

Please make sure to read this document and your account schedule and terms and conditions (as applicable) carefully. If these general terms and your account schedule and terms and conditions say different things about your product, you should follow the account schedule and terms and conditions (as applicable).

These general terms and your account schedule and terms and conditions (as applicable) will apply once your account is opened, and will continue to apply until your account is closed by either us or you. If it's decided by a court that we can't enforce any part of this agreement, your account schedules or terms and conditions, it won't affect the rest.

If we don't remind you of your responsibilities under this agreement, this doesn't mean they don't apply to you. If we don't immediately act on our rights under this agreement, this doesn't mean we can't do so later.

Unless we give you permission under this agreement or agree with you in writing, you can't transfer your rights in terms of your account.

#### When we say the following terms in this document, we mean:

- 'you' or 'your': the person whose name the account is under.
- 'Starling', 'we', 'our', or 'us': Starling Bank Limited.
- 'working day': Monday to Friday but this does not include a day which is a bank holiday in the United Kingdom.
- 'card(s)': any physical or virtual debit card which is linked to your account (as applicable).

Any contact or communications between you and us will be in English. This includes your agreement with us.

## Getting in touch with each other

You can contact us 24 hours a day, 7 days a week using the following contact details:

#### Starling app

The best way to contact us is by sending us a message in the Starling app.

#### Telephone

+44 (0) 207 930 4450

#### Email

help@starlingbank.com

We'll let you know if the details above change.

You can also check our Frequently Asked Questions (FAQs) page for any information you might need about your account. This includes information about support you could get (including links to third party resources) if you're struggling to manage your account for personal reasons. To see our FAQs, please visit <u>https://www.starlingbank.com/help</u> or the Starling app.

We might get in touch with you in the Starling app, email, SMS, telephone, or in writing using the details you've given us. This includes sending you any notices we're supposed to under this agreement, or if we're legally required to send you any notices. You must make sure your personal details in the Starling app are correct and up to date. If they're not, you might miss important communication from us. This could mean that you suffer loss or don't make the most of the features and benefits of your account(s). We won't be responsible for you missing any contact or communications we send.

Not sure whether a communication (including a call) is really from us? Call 159 to check, or contact us using the details above.

## How your account works

### Keeping you updated on your account

Where you have an open account with Starling, we'll keep you updated with the following information about your account. Where we say that we'll email you the following information, we'll only do this if we have a valid email address for you.

#### Bank statements

We'll provide monthly bank statements with information of any transactions you've made in the Starling app. Unless we've agreed otherwise with you, we'll send you an email or other notification to let you know when your statements are ready. You can also ask us to send your statements less often than every month.

#### **Interest statements**

We'll provide your interest statement (as applicable) annually in the Starling app and we'll email you to let you know when it's ready.

#### **Closing statements**

If you have a Fixed Saver, we'll provide a closing statement in the Starling app when your Fixed Saver matures. We'll also email you to let you know when it's ready.

#### Statement of fees

We'll provide you with an annual statement of fees in the Starling app and we'll email you to let you know when it's ready.

#### **Financial Services Compensation Scheme (FSCS) information**

We'll email you details of the FSCS annually.

### Giving others access to your account

#### **Third Party Providers**

You can give another company permission to access your account information (such as account balances or transactions) or make payments from your account as a 'third party provider' (TPP). This is different from a power of attorney (see below).

You'll need to pass certain security checks before you can use this service, just so we can confirm it's really you.

If we get an instruction from a TPP, we'll treat it as an instruction from you. The terms of this agreement will still apply, and we'll assume it's you that's authorising us to give access to your account information or to make a payment.

You'll be responsible for all payments made using a TPP, so please make sure you use one that's authorised by the Financial Conduct Authority. If we notice a TPP you're using is unauthorised, we'll block their access to your account.

#### **Power of Attorney**

You may be able to give an individual the power to manage your Starling account – this is known as 'power of attorney'. This is different from a third party provider (see above).

You'll need to give us certain legal documents and we'll need to carry out certain checks before we can consider this. We can't let anyone else manage your account until these things have been done.

If we find out or are informed that a person no longer has power of attorney legally, we won't accept any instructions from them about your account.

## Using your Starling debit card

#### You can use your Starling card to:

- Buy things in-store, online, and over the phone.
- Take out money from most UK ATMs and counter service at Post Office branches.
- Spend money abroad in other currencies.

Please bear in mind, there might be some restrictions on using your card. For example, there might be certain products or services you won't be able to buy, because they've been blocked by you or us.

You may also keep your card(s) in an e-wallet. This is a digital wallet where you store an electronic version of your card(s), and use them to make payments. Examples of e-wallets would be Apple Pay, Samsung Pay and Google Pay.

Taking out cash abroad or making payments in a currency other than British pounds We'll use the Mastercard exchange rate when you're making a transaction in a currency other than British pounds. You can find this rate on the Mastercard website at <u>https://www.mastercard.co.uk/en-gb/personal/get-support/convert-currency.html</u> (link will take you to a third-party website). You might also be asked to choose between making a payment in British pounds or another currency. If you choose British pounds, the person or business you're paying (or their bank) will apply their own exchange rate to the money you send. They may also charge a fee for this.

You must have enough money in your account or arranged overdraft (if we've given you one) to cover the full amount for any payments you want to make. You must also have enough money in a Space if you are making a payment from that Space. We won't automatically move the money from another part of your account to cover the payment (e.g. we won't move money from the main part of your account to cover a payment from a Space). If you don't have enough money, this may put your account into an unarranged overdraft or your payment may be rejected.

#### Your virtual card

Subject to any limits we may set (e.g. the number of virtual cards you can have), you can set up a virtual debit card linked to a Space and (where available) in the main part of your account. You can use a virtual debit card to make payments, but not take out cash.

#### When we might block or limit your card

We may block or limit your card for any of the reasons set out in the section When we may stop or limit your account below.

If you lose your card or it gets stolen, please get in touch with us immediately. You can do this using the Starling app or by using the contact details in the section <u>Getting in touch</u> with each other in this document. We may block or limit your card if this happens. You can also lock your card in the Starling app.

#### Setting card limits and controls

A standard contactless limit will be set for each card you hold, unless you want to set your own limit below this. We may put spending limits and cash withdrawal limits on your card every now and then. We'll try to let you know about these changes beforehand when we can, but in some cases, we may not be able to.

You can choose to block gambling payments being made from your card. However, we're not responsible if we can't block these payments.

For more information about card limits, please check our website at <u>https://help.</u> <u>starlingbank.com/personal/topics/your-starling-debit-card/what-limits-does-my-card-have</u> or the Starling app.

You can also check our Frequently Asked Questions (FAQs) page for any information you might need about your account, including information about support you could get (including links to third party resources) if you're struggling to manage your account for personal reasons. To see our FAQs, please visit our website at <u>https://www.starlingbank</u>. <u>com/help</u> or the Starling app.

# Keeping your account and payment instruments safe

There are different payment instruments that you may be able to use to access the money in your account. It is important that you keep these payment instruments safe.

When we say 'payment instrument' we mean something unique to you, that you may need to use to pay and make transactions from your account. This includes your physical debit card, a virtual card, or a card stored in an e-wallet. It also includes the steps you take to make a transaction, for example using your Starling app login details, PIN codes, biometrics and other security details to make a payment.

#### Keeping your card safe

You must keep your card and its details safe. Some tips for how you can do this include:

- Memorising the PIN and not writing it down.
- Not telling anyone your PIN (including us).
- Having different PINs for different cards.
- Using biometric authentication where you can, such as a fingerprint.
- Not allowing anyone else to access your e-wallet where your cards are stored.

You must tell us straight away if your card has been lost, stolen, or you think someone else might be using it to commit fraud. You can do this in the Starling app or by using the contact details in the section <u>Getting in touch with each other</u> in this document.

# Keeping your Starling app and security information safe

When you download the Starling app, you'll need to choose certain security details that you'll use to log in to the Starling app, such as a password or passcode. You'll also need to choose security details in order to access your account via online banking. It's your responsibility to keep this information safe. You must not download and use the app to access your account on anyone else's device. You must also not allow anyone else to register their biometrics on your device. Biometrics include things like fingerprint or face scans – these are commonly used as security measures.

If you have a joint account, both you and the other account holder can download the Starling app and log in to use your account through online banking. Please make sure you don't share your password or passcode with anyone else, including the person you hold the account with.

If you think someone else has access to your Starling app or your security details, you must tell us straight away. You can do this in the Starling app or by using the contact details in the section <u>Getting in touch with each other</u> in this document.

We may need to suspend the use of the Starling app for all customers for security reasons. You can find more details about our right to stop access to the Starling app in the section <u>When we may stop or limit your account</u> in this document and the App Terms.

For more information on keeping your Starling app and security information safe, please see the App Terms and our website.

#### How we will contact you

We'll only contact you about your card in the Starling app or by calling you directly – we'll never email or text you about it. We'll also never ask for your passcode, password, PIN, or other security details. Never share your security details with anyone, even if they say they work for us.

If anyone ever asks you for this information, don't give it to them. Get in touch with us straight away in the Starling app, by using the contact details in the section <u>Getting in</u> touch with each other in this document, or call 159.

For more tips and information on keeping your payment instruments safe, please visit our website.

## **Organising your money (Spaces)**

#### How Spaces work

Spaces let you set aside money from the main balance of your account. When you set up a Space, this does not open a new account.

With a Space, you can:

- Create a virtual card.
- Set up automatic transfers.
- Create a saving goal.
- Use round-ups to save the change from payments made using the main part of your account which your Space is linked to.

You can only set up Spaces in certain account types. Please check your account schedule for details on whether you can set up a Space, and how the Space will work with your account.

## When we may take money from your account

#### Set-off

If you owe us money and haven't paid us back, we can take this from any of your accounts with us. We call this 'set-off'. This includes taking money from a Starling joint current account you hold with another person. It also includes any money you have in a Space linked to your account.

For example, you have a personal current account and an additional personal current account. You have £50 in your additional personal current account but -£50 in your personal current account. We might take the £50 you owe us on your personal current account from your additional personal current account.

If we take money from your account, this means there will be less money available in your account. But we'll make sure you still have enough money in your account for essential living costs.

Provided you received these terms at least 14 days before any set-off happens and we gave you time to repay the money you owed us, we may not tell you before the set-off happens. For example, if we have reason to think you'll move money out of your account to stop us.

If we take money from a foreign currency account to pay for an account in British pounds, we'll use whatever the exchange rate is that day. We might also charge a fee. The exchange rates we use and our fees and charges are explained in the 'Rates, Fees and Charges' section of your account schedule. You can also see information on any fees and the exchange rate applied in the Starling app or on your statements. We can take any money you owe us from your account even if a court decides you owe money to someone else, or you're told to pay a fine. If we're given legal instructions to hold your money or pay it to someone else, we won't take what you owe us from this amount.

#### Court order or legal instruction

We can also take money from your account if we get a court order or other legal instruction to pay a third party. If we're allowed to, we'll let you know as soon as possible if we need to do this.

If we get a court order or other legal document relating to your account (including in respect of payments to third parties), you may have to pay any costs we incur for dealing with this. We can take the costs we incur from your account with or without giving you notice.

#### Taxes

In some cases, we might have to block access to some money in your account and use this to pay tax authorities. If we're allowed to, we'll let you know as soon as possible if we need to do this. You might be responsible for taxes and costs relating to any interest or other gains made from your account with us.

## **Interest and fees**

#### Interest we pay on positive balances

Please see the 'Interest Rates' section in the 'Rates, Fees and Charges' of your account schedule for further details of any interest paid on positive balances.

#### Interest and fees payable on negative balances

Please see the <u>Overdraft</u> section of this document and the 'Interest Rates' section of the 'Rates, Fees and Charges' of your account schedule for further details of interest and fees charged on negative balances.

# When we can make changes to your agreement

We may need to make changes to this agreement from time to time. While this is not a complete list, some reasons we may need to make changes include:

- We make changes to charges, fees, exchange rates and interest rates.
- A new product or service has been added.
- A new technology or payment system has been introduced.
- We've changed our processes or systems. For example, we change how you can contact us.
- There's been a change to regulatory requirements or laws, or we expect there to be changes to these.
- The cost of our funding changes (this is likely to be out of our direct control, for example, the Bank of England interest rate may change).
- We want to make a benefit available to you, such as making a change to give you a better interest rate.
- We want to make the agreement clearer for you.
- We need to correct any minor typos or formatting.
- We want to make the agreement more favourable to you.
- We want our agreement to reflect a change that's happened, or we expect will happen, and how it will impact you.
- We know, or expect, that our costs in providing your account and its services will change.
- We make a change in response to a court or Financial Ombudsman Service decision.

Except for the changes mentioned below (which we can make without telling you first), we'll let you know about any changes we make at least two months before they come into effect. We'll let you know through email or in the Starling app. If we don't hear from you after we've given you this information, we'll assume you're happy with the changes. These changes will apply to your account at the end of the notice period.

We may sometimes make changes without telling you first in relation to:

- Changes to our interest rates or exchange rates which benefit you.
- Changes to our interest rates or exchange rates where they're linked to an external rate that changes (for example the Bank of England base rate).
- Changes to non-regulated payment or banking services terms e.g. rules for using e-wallets.
- Changes to terms for new products or services that don't affect existing products or services.

Unless your account schedule says otherwise, if you're unhappy with these changes, you can close your account. Please get in touch with us if you need to discuss this. If you decide to close your account, we won't charge you any fees, but you'll need to repay any money you owe us.

# Using your account

# Payment of money (British pounds) into your account

The tables below explain how you can receive money into your account and when you'll see it in there.

Cash

How it works	When you'll get money in your account (depending on any checks we might need to make)
Take your cash and debit card into a Post Office branch to pay cash into your account. Not all Post Office branches offer this service, so check if this is available at your branch before you try.	Straight away
How much cash you can pay into your account through the Post Office will depend on the maximum limits we set on accounts from time to time. This includes limits on:	
<ul> <li>How much you can pay in on a daily, weekly, monthly, or yearly basis.</li> </ul>	
<ul> <li>How much you can pay in based on your limits for other accounts you have.</li> </ul>	
For information on any limits and fees, please check the 'Rates, Fees and Charges' section of your account schedule.	

#### Cheque

How it works	When you'll get money in your account (depending on any checks we might need to make)
<ul> <li>You can pay cheques in your name into your account through one of the ways listed below.</li> <li>Digitally, by taking a photo of the cheque in the Starling app. We refer to this as 'cheque imaging'. We can't accept cheques above £1,000 through cheque imaging.</li> <li>By post, through recorded or tracked delivery to: Starling Bank Operations Team, 5th Floor Brunel House, 2 Fitzalan Road, Cardiff, Wales, CF24 OFG.</li> <li>Alternatively, you can send a cheque through freepost, by writing 'Freepost STARLING' on the envelope.</li> </ul>	Cheque imaging: cheques paid in by cheque imaging before 15:00 on a working day will be available by 23:59:59 on the next working day, provided the cheque has successfully passed through the clearing process and any required checks. For example: if a cheque is paid in and approved before 3pm on a Monday, the money will be available in the account by 23:59:59 on the next working day (Tuesday).
You must write your last name and account number on the back of the cheque before sending it to us by post. We won't accept a cheque that's older than six months. When you upload a cheque through cheque imaging, it must be made out to the same name as your account. You must take a clear photo where the whole cheque is visible. After you upload your cheque, we can still reject it if it doesn't pass our internal checks. Don't get rid of your cheque before the full payment has been made to your account. This is in case we don't accept the image and you must send it to us again. You can send your cheque to the address above if we don't accept it through cheque imaging. You must also not try to pay in the same cheque any other way if you're waiting for it to clear. We limit the number of cheques you can send to us through cheque imaging and the maximum amount you can pay in this way. For more information about the limits for these, please check our website at https://help.starlingbank.com/personal/topics/ cash-and-cheques/what-are-the-limits-on-depositing- cheques or the Starling app.	Post: cheques received by post before 15:00 on a working day will be available by 23:59:59 on the next working day we have received the cheque, provided the cheque has successfully passed through the clearing process and any required checks. For example: if a cheque is received and approved before 11am on a Friday, the money will be available in the account by 23:59:59 on the next working day (Monday).

#### Electronic payments

Type of payment	How it works	When you'll get money in your account (depending on any checks we might need to make)
Bankers' Automated Clearing System (BACS) Payments (e.g. Direct Debits, refunds or your salary payments)	You don't have to do anything for electronic payments coming into your account unless the payment is reversed by the sender. In that case, you would need to get in touch with them to find out why this is the case.	Up to three working days from when the payment was made.
<b>Clearing House</b> <b>Automated Payment</b> <b>System (CHAPS)</b> <b>Payments</b> (e.g. high-value payments)	You don't have to do anything for electronic payments coming into your account unless the payment is reversed by the sender. In that case, you would need to get in touch with them to find out why this is the case.	As soon as we get the money and payment instructions from the sender's bank.
Faster Payments (FPS) (e.g. instant payments or standing orders to friends and family)	You don't have to do anything for electronic payments coming into your account unless the payment is reversed by the sender. In that case, you would need to get in touch with them to find out why this is the case.	Up to two hours.
Nearby Payments/ Settle Up	<ul> <li>To send and get money this way, you and the person sending the money should have compatible phones, as well as working Bluetooth and WiFi connections. Please make sure to follow the steps given in the Starling app to use this feature.</li> <li>We won't be responsible for some of the risks that come with sending money this way. These includes:</li> <li>Sending money to the wrong person.</li> <li>Sending the wrong amount.</li> <li>Not being able to find the person you want to send money to on the Nearby Payments section in the Starling app.</li> <li>The minimum amount you can ask for and send through Settle Up is £1.</li> </ul>	Straight away.

# Payment of money (British pounds) out of your account

To make a payment out of your account you must have enough money in it. We check this by looking at:

- The balance in that account.
- The amount of any agreed arranged overdraft you may have with us.
- Any cheques paid into your account (as long as they're cleared and the money is available to spend).
- Any payments you have asked us to make which are still pending.
- Any limits that apply to your account.

If you don't have enough money in your account to make a payment (including in an arranged overdraft or the Space you're trying to make a payment from), we may reject the payment. However, sometimes we may allow the payment and you'll be in what we call an unarranged overdraft (see the <u>Overdrafts</u> section of this document, for more information). We may not always allow you to make a payment using an unarranged overdraft.

#### Taking cash out of your account

Depending on any required checks or approvals, you can take out cash from your account using your physical debit card. You can do this through:

- Most ATMs in the UK on a 24/7 basis.
- Most Post Offices check with the Post Office to see if they offer this service and for their opening times.

How much cash you can take out will depend on the daily limits we've set for your account.

#### Transferring money or paying on your card (electronic payments)

Type of payment	How it works*	Deadline to make the payment	When the money will be received*
<b>Card payments</b> (e.g. a payment you make in a shop)	You can make a payment at any time using your card.	No deadline.	Straight away.
Bankers' Automated Clearing System (BACS) payments (e.g. Direct Debits where another person or business takes money from your account - like a utility bill)	You'll need to complete a Direct Debit form from whoever you're setting up a Direct Debit with.	It typically takes around 2 working days to set up a Direct Debit once we've received the Direct Debit form electronically. For paper Direct Debit forms, we'll set this up once we have received approval from you.	For direct debits, the money will be requested two working days before a payment is due and will be received by the person or business on the same day it leaves your account.
Clearing House Automated Payment System (CHAPS) payments (e.g. high-value payments)	You can request to make a CHAPS payment by calling us, messaging us in the Starling app or emailing us. We charge a fee for making a CHAPS payment. You can find out how much this is in the 'Rates, Fees and Charges' section of your account schedule. You can't receive a refund of this fee.	Before 15:00 on a working day. If you ask us to send a payment after this time, we'll make the payment on the next working day.	On the same day it leaves your account.
Faster Payments (e.g. instant payments or standing orders to friends and family – including Nearby Payments or Settle Up)	You can make a Faster Payment in the Starling app and online banking.	No deadline.	Up to two hours.

When you ask us to pay money out of your account to someone else, you'll need to give us the payee's name (or the business name) linked to their account and their sort code and account number.

#### Future dated payments out of your account

You may in some cases ask us to schedule a payment to be made on a future date (e.g. a standing order). If we can do this:

- We'll treat your instruction to make the payment as having been received on the date the payment is due.
- If applicable, you'll need to make sure the money for the future dated payment is in your account by the deadline set out in the table <u>Transferring money or paying on your card (electronic payments)</u> above.

Payment of money (foreign currency) i	into your account
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Payment type	When the money will normally reach your account	
Cash	You can't pay foreign cash into your account.	
Cheque	You can't pay foreign cheques into your account.	
Electronic payments	<ul> <li>Depending on any checks we need to carry out:</li> <li>If you've been sent euros, the money will be available in your account in British pounds immediately once we've received the money from the sender's bank.</li> <li>If you receive any other currency, you'll receive the money in British Pounds on the same working day that we receive the foreign currency from the sender's bank.</li> </ul>	

For payments into your account that aren't in the same currency as your account, we'll convert the foreign currency into British pounds using the Starling's internal exchange rate. For example, if you receive euros into an account that holds British pounds. You can find out details of Starling's internal exchange rate that we can apply in the 'Rates, Fees and Charges' section of your account schedule and on our website and in the Starling app.

To find out more about the currencies we accept, visit our website at <u>https://help.</u> <u>starlingbank.com/personal/topics/sending-and-receiving-money/are-there-any-</u> <u>countries-which-starling-doesnt-allow-payments-to-or-from</u>.

#### Payment of money (foreign currency) out of your account

You can make international payments in the Starling app. An international payment involves a payment which is not in the currency of your account. For example, you convert British pounds to send a payment in euros.

For payments you make in a currency other than British pounds, we'll show you the exchange rate at the time you're about to make the payment in the Starling app. Market exchange rates will vary depending on a few factors. These are:

- The currency that needs to be converted (e.g. the amount of British Pounds you wish to send).
- The currency of the payment (e.g. the currency the British Pounds will be converted into).
- Any changes to the market.

The exchange rate we show you and apply when you make an international payment will reflect any changes based on the factors above. We'll only charge the fees we show you in the Starling app when you're about to make the payment.

Other companies and banks may be involved in processing the payment, including the bank of the person you're paying. This means there may be delays or extra fees. It may also mean the person you're paying gets less money than expected, or that it may take longer. We aren't responsible for any extra charges or delays, but we'll always try to give you the most accurate information about a payment before you make it.

If you make an international payment in a foreign currency or to a bank in the Single European Payments Area (SEPA), you'll need to give us the following information:

- The full name and address of the person you're paying.
- The international bank account number (IBAN) or account number (as applicable).
- The bank identifier code (BIC) (this is not applicable if you're sending money from a Starling euro personal current account).

Please make sure the details above are correct before making a payment. If you put in the wrong details, we can try to help you recover your money, but we may charge you a fee. We may need different information for other kinds of foreign payments – get in touch with us for more information. When you make an international payment by card, we'll normally make it in the British pounds equivalent of the foreign currency using the Mastercard exchange rate. Details of this are available on our website at <a href="https://www.starlingbank.com/send-money-abroad">https://www.starlingbank.com/send-money-abroad</a>.

You might be asked to choose between paying in the foreign currency or in British pounds. If you choose British pounds, the person you're paying (or their bank) will convert the amount you send using their own exchange rate. They may also charge a fee for this.

In some cases, when paying by card the Mastercard exchange rate is applied after the amount settles in your account.

If your payment has been rejected or is taking extra time, we'll try to help you get your money back. If it's our fault your payment failed, we'll return the money to your account. If we're not responsible for this, we may need to reconvert the money into the currency your account is in (e.g. in British pounds). You might get back less money than you originally paid because of this.

Payment type	Cut-off time (UK time)	When it is expected to reach the person you're paying (depending on any checks we might need to make)
To accounts in the European Economic Area in euros	Before 13:50 through online banking or in the Starling app.	Generally within one working day.
<b>SEPA credit transfer</b> (including to accounts in the UK in euros)	Before 14:15 through online banking or in the Starling app.	Generally within one working day.
All other international payments	This will depend on the currency and payment method offered. You can make this payment through online banking or in the Starling app.	Generally within one to three working days, but this can vary depending on the currency and where you're sending money.

If a payment request is received after the cut-off time, it will be processed on the next working day.

For more information about international payments, please check your account schedule.

### Making sure your payments are safe

When you set up a new payee in the Starling app or using online banking, please make sure you have the full name, sort code and account number of who you want to pay. You must make sure all the information you give is clear, accurate, and complete. If it's not, we might not be able to process a payment or send it on time.

If you give us the wrong information when telling us to make a payment and that money goes to the wrong account, we'll try to help you get that money back. However, we can't promise we'll be able to do this.

In both situations, we won't be responsible for any losses you might suffer (including the money you sent) because of this. An exception to this might be if you make a payment to someone you weren't intending to pay as a result of an 'authorised push payment' (APP) scam.

You must read and act on any warnings you're given when trying to make a payment, including any related to fraud or scams. If you're not sure about making a payment, don't go through with it and get in touch with us instead. You can do this using the contact details in the section <u>Getting in touch with each other</u> in this document.

Sometimes, we may ask you to complete two different security checks before we make a payment. This is especially important when you're adding a new payee or changing someone's details. For example, some transactions might need a passcode or for you to use biometric data (e.g. a fingerprint).

## **Direct Debits and standing orders**

For information about Direct Debits and standing orders and how to set them up, please see our website at <u>https://www.starlingbank.com/resources/banking/what-are-direct-debits-and-standing-orders</u>. We also include details about setting up recurring payments (including Direct Debits and standing orders) in the 'Organising your money (Spaces)' section in your account schedule.

## **Direct Debit Guarantee Scheme**

If there's a problem with your Direct Debits, you have rights under the UK Direct Debit Guarantee Scheme. You can find out more information about the UK Direct Debit Guarantee Scheme here <u>https://www.directdebit.co.uk/direct-debit-explained/direct-debit-guarantee</u>.

## **Cancelling a payment**

We usually can't cancel or change immediate payments (such as electronic payments and Settle Up) unless they're one-off payments due in the future. If you need to cancel this kind of payment, you can send us a cancellation request through online banking or in the Starling app.

You can cancel a standing order due to be paid at a later date. You can also cancel any future payments under a Direct Debit, provided you give us notice before the end of the working day before the day on which the Direct Debit is due to be taken. You can do this in the Starling app or through online banking.

We might charge you to cancel a payment. You should also tell the organisation or company that will take the payment so they can cancel it at their end as well.

If you cancel a Direct Debit and it's still taken, provided we've received all required information from you, we'll give you a refund straight away.

#### When we may not make a payment

We'll usually make your payments as normal. However, we can reject a payment if:

- We think the request didn't come from you, a TPP, or someone who manages your account for you.
- We think a payment request is being made as part of a scam, fraud, or other kind of crime or we think there's a high risk of it being involved in such.
- The instructions you gave us about making your payment are unclear or incomplete.
- The payment is higher than the overdraft cap you set in respect of your arranged overdraft (as defined and explained in your arranged overdraft terms and conditions).
- If we think you're committing fraud or trying to make a payment for illegal reasons.
- We can't follow your instructions for a payment because it would mean us breaking the law.
- There's a limit on your account that doesn't let us make a payment. For example, your payment might be higher than the daily or yearly payment limit we've put on your account.
- You've broken the terms of this agreement.
- You didn't pass the extra verification steps we asked you to take.
- There isn't enough money in your account (including in an arranged overdraft if we've given you one, or the Space you're trying to make a payment from) or you're already in an unarranged overdraft.
- You want to make a high-risk payment, for example the payment is related to cryptocurrency.

#### When we may hold or delay a payment

We may hold a payment you've told us to make if:

- We need to protect you or your account, for example from fraud.
- We need to hold the payment for legal reasons.
- You didn't pass the extra verification steps we asked you to take.
- There isn't enough money in your account (including in an arranged overdraft, or the Space you're trying to make a payment from) or you're already in an unarranged overdraft.

For non-card payments (such as Direct Debits and standing orders), we'll get in touch as soon as we can to tell you why your payment wasn't made. However, we may not do this if we're not allowed to for legal reasons. We'll complete the payment only if we think the reason for holding it has been fixed.

### When we may stop or limit your account

We may stop certain functionalities or aspects of your account, such as your ability to use payment instruments, spend or take out money. We may also stop the use of your entire account for a period of time. This usually happens when we need more information from you.

When we say 'payment instrument' we mean something unique to you, that you use to pay and make transactions from your account. This includes your physical debit card, a virtual card, or a card stored in an e-wallet. It also includes the steps you may need to take to make a transaction, for example using your Starling app login details, PIN codes, biometrics and other security details to make a payment.

#### When we might stop or limit your payment instrument

We may temporarily or permanently stop or limit one or more of your payment instruments for the reasons set out below.

#### If we think your account isn't safe

- Someone else is using your account or your payment instrument without you knowing.
- You have lost your payment instrument.
- Your account security has been compromised or we find that someone's been misusing your account, Starling app, security details (e.g. your passcode for the Starling app), or debit card
- We have to for legal or regulatory reasons, such as following a court order.
- We think it's reasonable to do so in order to protect your account

#### If we think you're misusing your account or payment instrument

- We believe you may be using your account for illegal activities or to commit fraud.
- We think you or someone else might be misusing any services or features we offer. For example, if you're ordering multiple card replacements within a short period of time.
- We think you might be using your account in a way that affects how we provide our services to you or other customers.
- We believe you may be using your account for business reasons (including as a sole trader).
- You're unlikely to pay off your overdraft linked to the payment instrument.

Where we can, we'll tell you before we stop your payment instrument, as well as why we're doing this and what you can do to fix it. We may not always be allowed to tell you if we stop your payment instrument, or how long this will be for. If we can't tell you before, we'll get in touch as soon as possible to let you know why we've stopped features of your account and where possible, for how long this will be in place for.

We aim to keep you updated on your account in the Starling app. We're not responsible for any money you lose or any other inconvenience that results from this provided we have acted reasonably, lawfully and in line with the terms of our agreement.

# If something goes wrong

If you notice a payment that doesn't look right, please get in touch with us straight away. You can do this using the contact details in the section <u>Getting in touch with each other</u> in this document. You should do this whether you think the mistake has been made by you or by us.

You should also get in touch if you think someone else has access to your account, your security details aren't safe, or you've been a victim of fraud. We may ask you for more information to understand the situation and what we can do to get your money back. You must give us the details we ask for as soon as possible, so we can act quickly.

If you lose any money which we could recover from another person (for example, through fraud or a scam), you agree to us recovering the money. We'll decide who we recover any lost money from. You can't do anything that will affect our right to recover any lost money, or we might hold you responsible for it. You also agree to help us where you can, for example by giving us any information we ask for.

## Failed or late payments

You should get in touch with us as soon as possible using the contact details in the section <u>Getting in touch with each other</u> in this document if:

- You ask us to make a payment to someone and it doesn't reach them, or is late leaving your account.
- You're expecting a payment to be taken (e.g. a Direct Debit being paid out of your account) and it isn't taken or is late leaving your account.

We'll refund any charges and interest you may have had to pay because of the failed or late payment.

## If a payment is made by mistake

#### If a payment is made into your account by mistake

We may take it back straight away, or freeze your account so you can't spend it. We can do this without telling you but will usually let you know first. This could include, for example, where money has been transferred to you as the result of an 'authorised push payment' (APP) scam – there's more about this explained below. If this happens, we can take the money back even if you did not know about the scam and were not a part of it.

#### If someone (or their bank) tells us they've made a payment into your account by mistake

We'll try to check with you before we return the money. However, we might not do this if we have a legal obligation to return the money and notifying you isn't possible or practical. Depending on the information provided by the sending bank, we may also not need your permission to return the payment. If you disagree, we may need proof from you to show you were expecting the payment. We may share this information with the sender's bank. We might also limit your account for 20 working days so that you can't spend the money. We'll only do this if we're told about the payment within 2 months of it being made into your account.

#### If you don't have enough money in your account

If you don't have enough money in your account (including in a Space or an arranged overdraft) to cover the return of a payment made by mistake into your account, you may go into an unarranged overdraft.

#### **Direct Debits**

If a Direct Debit is taken from your account by mistake, you might be able to get a refund. This is known as the UK Direct Debit Guarantee. For more information, please visit <u>https://www.directdebit.co.uk/direct-debit-explained/direct-debit-guarantee</u>.

## **Getting a refund**

If an unauthorised or incorrect payment was made from your account, you can claim a refund within 13 months from the date the payment was made. If you don't notify us within 13 months of the date the payment was made, you won't be able to claim a refund.

We'll normally refund you before the end of the next working day after you've told us about it. We may take longer to refund you if the payment was made from an overdraft on your account, or we think there might be fraud on your account. If we refund you, we'll also repay any interest and charges on the payment. We'll also pay any interest we should have paid on the amount.

Special refund rules apply where you have made certain payments using Faster Payments or CHAPS as a result of an APP scam – this is explained below.

If we find you don't qualify for a refund, we'll still try to help you get back any money you've lost. However, we're not responsible for making sure you get your money back. If we return the money and discover later that we shouldn't have, we can take this amount back from any part of your account (including Spaces). If you don't have enough money in your account when we do this, your account might go into an unarranged overdraft.

We won't refund you under any circumstances if you've committed fraud. This applies whether you committed fraud while making the payment or in asking for a refund.

In some situations we won't be able to refund you. The table at the end of this section sets out when you might receive a refund.

#### Authorised push payment scams (APP scam)

An APP scam happens when a person fraudulently or dishonestly manipulates, deceives or persuades you into transferring money from your account into another account in the UK which is not controlled by you, where:

- The person receiving the money is not who you intended to pay.
- The payment is not for the reason you intended.

But an APP scam does not include where:

- You are involved in a payment made for unlawful purposes, fraud or dishonesty relating to the payment.
- The transfer is to an account which is not covered by the rules for APP scam reimbursement.

You'll normally be entitled to a full refund if you made a payment from your account using Faster Payments or CHAPS as a result of an APP scam.

#### APP scams and savings accounts

APP scams will not occur on our savings accounts where you can only make a payment from your savings account to your linked account.

#### What you should do if you think you're a victim of an APP scam

If you realise or suspect that you have been the victim of an APP scam, let us know as soon as possible using the details under the section <u>Getting in touch with each other</u> in this document. You'll need to tell us the details of your claim, including details of at least one payment you've made as a result of the APP scam.

#### Deadline to report an APP scam

In order to receive a refund, you'll need to report the scam within 13 months after you made the payment. If the APP scam resulted in you making more than one payment, the 13 month deadline to notify us begins from the date of the last payment you made. We may decide to reimburse you if you report the APP scam more than 13 months after the date of the final payment, but we are not required to. If we do decide to reimburse you for a claim made after the 13 month deadline, that does not mean we will do this again if you're the victim of another APP scam in the future.

#### **Refund rights and obligations**

We'll normally give you a full refund if you've been a victim of an APP scam. However, this is subject to a maximum reimbursement limit and any excess we may charge. Further details are set out below.

#### Maximum reimbursement limit

A maximum reimbursement limit is set by the Payment Systems Regulator and is published on its website at <u>https://www.psr.org.uk</u>.

If you have been the victim of an APP scam, we'll let you know what the limit is at the time you make a claim.

We may decide to make reimbursement above this maximum limit, but we don't have to do this. This will be decided on a case by case basis. If we do decide to reimburse you above the maximum level, that does not mean we'll do this again if you're the victim of another APP scam in the future.

#### Excess

We may apply an 'excess' to your refund, which is an amount we're permitted to deduct from the sum we reimburse to you.

The Payment Systems Regulator sets the maximum amount of excess we can charge and publishes it on its website at <u>https://www.psr.org.uk</u>.

If you have been the victim of an APP scam, we will let you know what the excess is at the time you make a claim for reimbursement.

We'll consider whether to apply an excess when you submit a claim for reimbursement. However, we do recognise some customers experience personal circumstances which affect their ability to protect themselves from an APP scam. In these cases, we may decide not to apply the excess where we find this to be the case.

#### When you will not be entitled to a refund

There may be times when an APP scam has happened but you're not entitled to a refund. You won't be eligible for a refund if you've acted fraudulently, or you've failed to do one or more of the following things and we can prove that this was because you've been grossly negligent (e.g. you were extremely careless):

- You made a payment after we and/or the police or the National Crime Agency tried to intervene. This includes warnings from us that a particular payment was likely to be an APP scam.
- You didn't report the APP scam to us quickly and within the 13 month deadline.
- You didn't respond to requests from us for information which we needed to assess your claim.
- You didn't agree to report the APP scam to the police or the National Crime Agency when we asked (or you didn't agree to us making a report on your behalf), once you made a claim to us for reimbursement.

We do recognise, however, that due to your personal circumstances there might be reasons why you haven't done these things. If you've been the victim of an APP scam and you haven't taken these steps (as applicable), you should still contact us as soon as possible. We'll discuss what happened with you and let you know whether you can still get a refund or not.

#### What happens if you're eligible for a refund

If you've been the victim of an APP scam and are eligible for a refund, we'll normally reimburse the payments you made as a result of the scam within 5 working days of your claim being received and assessed. It may take longer for us to reimburse you if we've requested information to assess the claim and we're waiting for a response. If this is the case, we'll try to keep you up to date with the progress of your claim where possible. We'll close the claim (either by making a refund or refusing the claim and explaining our reasons for doing so) before the end of the 35th working day following your report to us of the APP scam.

#### Summary of your right to a refund

We have summarised when you might receive a refund in the table below.

In this table, when we say 'payment instrument' we mean something unique to you, that you use to pay and make transactions from your account. This can include your physical debit card, a virtual card, or a card stored in an e-wallet. It can also include the steps you may need to take to make a transaction, for example using your app login details, pin codes, biometrics and other security details to make a payment.

When we say 'gross negligence' this means an extreme case of negligence and carelessness. What counts as gross negligence will depend on the situation.

#### Payments which you did not authorise or were incorrect

What happened?	What will we do about it?
You've committed fraud at any time	We won't refund you.
You've purposefully not taken all reasonable steps to keep your payment instrument safe, or you have acted with gross negligence in failing to take all reasonable steps to keep your payment instrument safe.	We won't refund you.
If you've intentionally or with gross negligence failed to inform us without undue delay that you've lost your payment instrument, your account has been compromised, a transaction that you don't recognise has been made from your account, or if you think any of the above has happened.	We won't refund you for any transactions that happened before you let us know.
A payment is made without you knowing due to your payment instrument being lost, stolen or used by someone else.	<ul> <li>We'll refund you for amounts that are charged after you tell us you think your payment instrument or security details have been compromised.</li> <li>For amounts that were charged before you told us: <ul> <li>If you found out about the transaction or knew your payment instrument or security details were compromised, and you didn't tell us quickly, you may be responsible for all of those amounts.</li> <li>If you didn't know, we'll refund you, but depending on the circumstances you may be responsible for up to £35 of the amounts.</li> </ul> </li> </ul>
A payment is made that you didn't approve and we didn't do any checks to make sure it was you making the payment.	We'll refund you.

#### Payments which you did not authorise or were incorrect (Continued)

What happened?	What will we do about it?
A payment is made that you didn't approve, and we didn't give you our contact details so you could let us know someone else has access to your payment instrument. The same applies if we didn't tell you how to let us know your payment instrument had been lost or stolen.	We'll refund you.
If we don't stop a payment after you've told us you think someone else has access to your account details or your payment instrument has been lost or stolen.	We'll refund you.
A transaction you didn't approve takes place after you buy something online.	We'll refund you.
If we have made a mistake. For example, if we mistakenly paid:	We'll refund you.
• The wrong person, entity, or account.	
The wrong amount.	
<ul> <li>At the wrong time or have delayed a payment.</li> </ul>	

## Payments which you did authorise but were made by Faster Payments or CHAPS and were an APP scam

What happened?	What will we do about it?
You committed fraud at any time or made a payment for unlawful purposes.	We won't be able to help.
You've acted with gross negligence by failing to take all reasonable steps to have regard to any intervention made by us and/or by the police or the National Crime Agency (including warnings from us that a particular intended payment is likely to be an APP scam).	We may not refund you. You should contact us as soon as you can to discuss what happened.
You've acted with gross negligence in failing to report the APP scam to us promptly and in any event within the 13 month deadline.	We may not refund you. You should contact us as soon as you can to discuss what happened.
You've acted with gross negligence in failing to respond to any requests from us for certain information which we need in order to assess your claim.	We may not refund you. You should contact us as soon as you can to discuss what happened.
You've failed to agree to report the APP scam to the police or the National Crime Agency if we ask you to (or agree to us making a report on your behalf), once you have made a claim to us for reimbursement.	We may not refund you. You should contact us as soon as you can to discuss what happened.
You made a Faster Payments or CHAPS transfer as a result of an APP scam, and you let us know within 13 months and followed the requirements set out in this document.	We'll refund you, subject to the maximum reimbursement limits and the excess.

#### If you were charged more than you were expecting on your debit card

If you approved a card payment before you knew what the final amount was going to be, you can ask us to return the money to you if the conditions below are met.

- The amount charged to your card was higher than you reasonably expected to pay.
- You ask us to make the refund within 8 weeks of the payment being made.

We'll decide within 10 working days whether or not to refund you. However, we might need to ask you for more information. Once we have this, we'll decide within 10 working days whether or not to refund you. We'll base our decision on our agreement, the information we have about your previous spending patterns and any other relevant information.

If we decide not to refund you, we'll explain the reasons for our decision. If you're not happy with our decision, you can make a complaint to us about this, and if you're not happy with the outcome of the complaint you can refer your complaint to the Financial Ombudsman Service. Details of how to do this are set out in the section <u>Making a</u> <u>Complaint</u> below.

We won't refund you if you approved the payment directly with us, or information about the payment was made available to you by the person you were paying at least 4 weeks before it was made.

#### Chargebacks

If you've paid for something with your card and something goes wrong, you may be able to get a chargeback. A chargeback is a request for a refund you (or we) can ask for if there are issues with something you've bought. For example, you can get a chargeback if you were charged twice for one item, or if you received something faulty. We can't guarantee a chargeback request will be successful.

If we have any reason to believe you've requested a chargeback you weren't entitled to, we may reject your chargeback request. We may also restrict your card or restrict, suspend, or close your account if we identify that you've abused this process.

If we raise a chargeback and it's unsuccessful, you'll have to pay us back for any money we refunded to you before the claim was decided. We may take the money you owe us from any money you have in your account, including money you have in a Space. This can also take your account into an unarranged overdraft if there's not enough money in your account (including Spaces or an arranged overdraft) to cover the money you owe us.

For more information on getting a chargeback, visit this webpage <u>https://help.starlingbank</u>. <u>com/personal/topics/card-payment-disputes/how-do-i-dispute-a-card-payment-that-i-have-made-raise-a-chargeback</u>.

## When we can't help

We'll always do our best to help you if something goes wrong. If we haven't kept to the terms of this agreement, you can ask us to put things right or give you a refund. However, provided we've acted in accordance with the terms of this agreement, we won't be held legally responsible (including for any money you lose) if any of the following happens:

- We couldn't accept a cheque you sent us through cheque imaging.
- We have to suspend or cancel your card.
- You've hit your contactless limit and a payment is still successful.
- We refuse to send or replace a card.
- We limit how you can use your card.
- We find that you've committed fraud or acted negligently.
- We close your account.
- We stop or limit certain functionalities or aspects of your account, such as your ability to use payment instruments, spend or take out money.
- We can't provide our usual service because of a regulatory requirement.
- We could not have predicted the loss under this agreement.
- We haven't followed your instructions or have delayed acting on your instructions for reasons we've described in this document.
- We allow or reject a payment despite any card controls you've set. For example, we're not responsible if you set a block on certain types of transactions and we allow the payment because we couldn't prevent it from being processed.
- We can't provide our usual service due to unusual circumstances out of our control, such as strikes, network errors, or terrorist activity.
- A seller doesn't accept your card.
- You haven't given us information we've asked for, or you've given us incorrect information.
- You can't use or access the Starling app or online banking.
- You haven't acted according to the fraud and scam warnings we've shown you.
- You claim for business-related losses, e.g., a loss of profit, interruptions to business, etc.

## **Overdrafts**

## **Arranged Overdrafts**

An arranged overdraft is a borrowing amount or limit on your account that is agreed with you in advance. If an arranged overdraft is available on your account, you can apply for one at any time after the account is opened with us. This will be subject to a credit check and assessment of your personal circumstances, including if we think you can afford it. Further information may be found here: <u>https://www.starlingbank.com/current-account/overdraft</u>.

If we decide to give you an arranged overdraft, its terms and conditions will be documented separately and will include the overdraft limit and the interest rate applicable to your arranged overdraft.

You can also view your arranged overdraft limit and overdraft interest rate on the Starling app.

Arranged overdrafts are 'repayable on demand'. This means that we can ask for repayment of part or all of your arranged overdraft at any time. When you are using your arranged overdraft, you must make regular payments into your account.

Arranged overdrafts should only be used as an occasional source of short-term borrowing. If your borrowing needs are long-term or frequent, please reach out to us to discuss your financial situation. An arranged overdraft may not always be the cheapest borrowing option available.

## **Unarranged overdrafts**

An unarranged overdraft is a form of borrowing that we haven't agreed with you in advance. You may go into an unarranged overdraft when a payment or deduction is made from your account and you don't have enough money in your account to cover it. You may also go into unarranged overdraft if you exceed your arranged overdraft limit.

We usually don't allow payments that will make you go into an unarranged overdraft, but on the rare occasions it does happen, you must repay the unarranged overdraft on demand. We'll send you an alert in the Starling app to tell you when you've gone into an unarranged overdraft and ask you to add money to your account.

We don't charge interest or fees on unarranged overdrafts.

Continued use of an unarranged overdraft can negatively impact your credit score and may affect your ability to obtain credit in the future.

If you're having financial troubles, please reach out to us so we can help. Visit our website <u>https://www.starlingbank.com/faq/customer-support/money-worries</u>, or contact us using the details in the section <u>Getting in touch with each other</u> in this document.

## **Closing your account**

#### Closing your account during the cooling-off period

You can close your account within the first 14 days of opening it – this is known as the cooling-off period. To do this, visit the Starling app or get in touch with us using the contact details we've provided in the section <u>Getting in touch with each other</u> in this document. If you close your account during the cooling-off period, you must pay back any money you owe us. Unless you have any other accounts with us that remain open, you must also delete the Starling app from your phone.

If you paid us a fee for (or as part of) your account, we'll return either the full amount or part of it. How much you get back will depend on how long you had your account or used the service.

#### Closing your account after the cooling-off period

After the cooling-off period, unless your account schedule says otherwise, you can ask us to close your account by visiting the Starling app or get in touch with us using the contact details we've provided in the section <u>Getting in touch with each other</u> in this document. Subject to your account schedule, we'll close the account straight away, unless we can't for reasons set out in the section <u>When we might need to keep your</u> <u>account open</u> in this document.

You must pay back any money you owe us before closing your account. If you owe us money when your account is closed, you'll still owe that money and we'll ask you to pay it back in line with the terms that applied when the money became repayable to us.

Before we close your account, provided there's money available and your account isn't restricted, any outstanding payments you've asked us to make will be completed.

You can't reopen your account after cancelling it. Deleting the Starling app will not close your account.

## **Current Account Switch Service (CASS)**

If you want to switch over to a current account with a different bank, you can use the Current Account Switch Service. Make sure to pay back any money you owe us before you do this. If you still owe us money when you switch your account, a different set of terms may apply to our relationship with you until you've paid us back.

### When we may close your account

We will usually give you at least two months' notice before we close your account. Unless we're not allowed to for legal or security reasons, we'll explain why we've decided to close your account.

In some cases we can close your account immediately without letting you know. We can do this for any of the reasons listed below.

#### If we think you seriously breach our terms

- If you're not meeting our requirements for a Starling account (e.g. you no longer meet the confirmation statements in your account schedule), or we find out you weren't allowed to open an account with us in the first place.
- You reject or break the terms we've set for using the Starling app or online banking in a way that is serious and requires immediate action in order to prevent harm for you or us.
- You break the terms set out in this document, your account schedule or any other terms that you've entered into with us in a way that is serious and requires immediate action in order to prevent harm for you or us.

#### If we think you're misusing your account

- We believe you may be using your account for illegal activities or to commit fraud.
- We think you or someone else might be misusing any services or features we offer. For example, if multiple card replacements are ordered in a short space of time.
- We think you might be using your account in a way that affects how we provide our services to you or other customers.
- We believe you may be using your account for business reasons.

#### If we have regulatory or legal reasons

- We don't have enough information to manage your account.
- We're told to by the authorities (e.g. through a court order) or for legal or regulatory reasons.
- You might be sending payments to or getting payments from a business or person we consider high-risk. For example, you might be sending money to someone in a part of the world we consider high-risk.
- You become bankrupt. This includes entering into an individual voluntary arrangement or debt relief order, having a trust deed lodged against you, or any similar situation.
- You behave in an inappropriate way towards our staff. For example, if you use abusive language or make threats.
- You pass away.

If we close your account, you or the person responsible for your account will need to cancel any payments in or out of your account. You must also destroy your debit cards and delete the Starling app from your phone. We're not responsible for any money you lose or any other inconvenience that results from this provided we've acted reasonably, lawfully and in accordance with the terms of our agreement.

## If there's money in your account

You should make sure that you cancel any regular payments, such as standing orders and Direct Debits, and make sure that there are no payments due to come out of your account after it is closed.

If you have another Starling current account open, you may be able to send any money from the account you're closing to the one that's still open.

After closure, we may ask you where we can send the money left in your account (provided it's to a UK bank account under your name). We can also send a cheque written out to you at the address we have on record. Or if your account is managed by someone else, we may in some cases (subject to our internal checks) send the money to their account or address.

If we can't do any of these things, we may donate the money to a charity of our choice.

In some cases, we may have to keep the money left in your account for legal reasons.

# If you owe us any money when you close your account

You must pay us back any money you owe us before your account is closed.

If you still owe us money when your account is closed, a different set of terms may apply to our relationship with you until you've paid us back. We might also get in touch with you so you can pay us back.

# When we might need to keep your account open

We might need to keep your account open if we're told to by a court. This includes any court orders asking us to hold your money or pay it to someone else. If this happens, we'll keep you updated on the process of closing your account (if we're legally allowed to).

# If you receive a payment after your account is closed

It's possible that you might receive money in your account even after it is closed. For example, if you make a payment from this account and it's reversed, you might be sent a refund. If this happens, we can choose to return your money in one of the following ways:

- If you have another Starling current account open, we can transfer the money to that account.
- We can send your money to an account in your name with another bank we'll need your account details for this.
- We can send you a cheque written out to you at the address we have on record.

## What happens to your account data

If your account is closed, we'll send you your transaction history. You can also get in touch with us after your account is closed to ask us for your account data. In some cases, we might be able to give you copies of certain historic data alongside any data you legally have the right to. For more information, please go to <a href="https://help.starlingbank.com/personal/topics/account-support/can-i-ask-for-my-transaction-history-after-my-account-has-closed">https://help.starlingbank.com/personal/topics/account-support/can-i-ask-for-my-transaction-history-after-my-account-has-closed</a>.

# Making a complaint

#### Starling app

The quickest and easiest way to make a complaint is by sending us a message in the Starling app. You can do this by tapping the account menu on your Starling app home screen, and then tapping 'Help'.

You can also get in touch with us using any of the following contact details:

#### Telephone

+44 (0) 207 930 4450

#### Email

help@starlingbank.com

If you want to write to us, our address is below.

#### Address

If you want to write to us, our address is:

Starling Bank Customer Relations Team, 8th Floor Brunel House, 2 Fitzalan Road, Cardiff, CF24 0FG.

More information about how we handle complaints is available at <a href="https://www.starlingbank.com/how-to-complain">https://www.starlingbank.com/how-to-complain</a>.

Our agreement and any legal disputes related to it will be governed by English law and handled exclusively in the English courts. However, if you live in Wales, Scotland or Northern Ireland, either you or us can also bring a claim in the courts of the country you live in.

### If you're not happy with our response

You can refer your complaint to the Financial Ombudsman Service (FOS) if you're not happy with how we handled it. The FOS is an independent organisation that helps settle issues between banks and customers. You can contact the FOS on the details below.

#### Address

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

#### Phone number

0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile).

#### Email

complaint.info@financial-ombudsman.org.co.uk

#### Website

www.financial-ombudsman.org.uk

## How we use your information

To provide and maintain your account, we carry out certain identity, fraud, and credit checks regularly. We do this to make sure the information you give us is correct. We may ask you to give us additional information from time to time so we can carry out these checks.

We may also ask you to give us certain information about how you use your account, or we may need to collect this information for legal or regulatory reasons. You must send us this information as soon as possible if we ask for it, along with any proof we ask for. If you can't, we might need to restrict or close your account.

Examples of when and how we may use the information we collect include to:

- Decide whether to offer you a product or service. We may use automated decision making when doing this.
- Manage your account or service.
- Review how you use your account or our service (including any arranged overdraft).
- Review the terms that we've offered you for your account or our service.
- Decide if you're suitable for certain lending products we offer.
- Decide whether a product we offer is suitable for you.
- Decide whether to increase a credit limit on any lending products we've given you.
- Set the interest we'll charge you on lending products we offer.
- Review data about your preferences and interests. This helps us make decisions about you. For example, this can help us send you information about products you may be interested in.
- Review how you use our products and services.

You can find out more about the data we collect and how we do this in our full privacy notice here: <u>https://www.starlingbank.com/legal/privacy-notice</u>.

### Who we can share your information with

We can share and exchange information about you with credit reference agencies. This includes details about you, your accounts with us, and how you manage them. It also includes information about your account balance, loan applications, any money you owe, and how regularly you make your repayments. Credit reference agencies can share this information with other organisations and will usually keep information we give them for six years after your account closes.

We also share information with fraud prevention agencies to check your identity and prevent money laundering. We'll also tell these agencies if we find out you've committed fraud.

We might sometimes need to share information with other banks, for example where there has been fraud and we need to arrange reimbursement.

We may have to share the information you give us with the UK tax authorities and tax authorities in other countries. You must make sure the details we hold on your financial and tax status are accurate and up to date.

We may need to share certain information about you or your account if we're told to do so by a court. We may not always be able to tell you about this before we do so.

### If we need information about someone else

If we ask for information about someone else (such as an attorney), you must let them know and get their permission. You must also give them a copy of our privacy notice. For more information, please read the full privacy notice provided on our website at <u>www.starlingbank.com/legal/privacy-notice</u>.

# Financial Services Compensation Scheme (FSCS)

Starling Bank is covered by the FSCS. This means if Starling Bank goes out of business and your deposit is eligible, you'll still get your money back. You'll be covered for amounts up to  $\pounds$ 85,000 (or the euro equivalent) across all accounts you hold with Starling Bank.

If you have a Starling joint current account with another person, both of you could claim up to £85,000 each. So in total, you could both claim a total of up to £170,000.

To find out more information about the FSCS, visit their website at <u>www.fscs.org.uk</u>.

## About us

Starling Bank Limited is incorporated and registered in England, under company registration number 09092149. Its registered address is 5th Floor, London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW.

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

Our main business is taking deposits from customers and offering other financial products and services (such as loans) to customers.