



Bank Account

Terms and Conditions

## Account Terms and Conditions

### AGREEMENT FOR THE PROVISION OF A BANK ACCOUNT WITH STARLING BANK LIMITED

**Please read this agreement (the “Agreement”) carefully. It forms a legally binding agreement between you and us in respect of the Account you have with us.**

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#### Introduction – our agreement with you

1. Here “we” (that’s Starling Bank Limited and “us” or “our” have the corresponding meanings) set out our agreement with you when you have an Account. By using the Account (as defined herein), you agree to be legally bound by this Agreement.
  2. The meaning of terms in capitals are found at the end of the Agreement.
  3. Please see what “get in touch” means and how you can do so if you have any questions or queries.
  4. Pursuant to the confirmation statements you have made on the Aviva Save Platform, you hereby authorise Aviva (whether by itself or via Raisin) to operate your Account for you through the Aviva Save Platform. As such, we will accept instructions from Aviva and/or Raisin through the Aviva Save Platform in respect of your Account (including instructions to make payments to Partner Banks).
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#### What you need to do to have an Account

5. By agreeing to this Agreement, you hereby confirm that:
    - 5.1. you are 18 years or older;
    - 5.2. you are the beneficial owner of all funds placed on your Account;
    - 5.3. you are acting on your own behalf and are not acting as trustee or agent for any other person;
    - 5.4. your Account is strictly for personal use in connection with the services provided to you by Aviva, Raisin and certain Partner Banks only; and
    - 5.5. you authorise Aviva (whether by itself or via Raisin) to operate your Account for you through the Aviva Save Platform and acknowledge and agree that we will accept and act on instructions (including instructions to make payments to Partner Banks) from Aviva and/or Raisin, acting through the Aviva Save Platform.
  6. If any of the statements made in paragraph 5 change or are no longer correct, you will notify us immediately in writing providing all necessary details.
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#### Checks we do and information regarding tax status

7. We will regularly:
  - 7.1. conduct certain checks, including identity checks and fraud checks;
  - 7.2. update the credit bureaus and other data sources that we use from time to time as to the conduct of the Account and matters related to it.

Please check our Privacy Notice for other information about how we handle your data. A copy of this Privacy Notice is available here: [www.starlingbank.com/legal/privacy-notice](http://www.starlingbank.com/legal/privacy-notice).

8. The law requires us in certain circumstances to collect and retain certain information about you and your Account and to share it with UK tax authorities or tax authorities in other jurisdictions. If we ask for any information in this regard, you must supply it to us. Those UK and other tax authorities may in turn pass such information to tax authorities in other jurisdictions. Please note that, in certain circumstances, the law may also require us to withhold monies you have with us and pay those monies to appropriate tax authorities.

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### Paying money into or out of your Account

9. You may only fund your Account by paying money in from your Nominated Account. We can refuse to act on your instruction to pay or transfer funds into your Account for any other reason, including if we suspect that the payment or transfer is fraudulent or illegal. Any withdrawals from your Account can only be paid back to this Nominated Account.
  10. Funds on your Account may only be used to transfer specific amounts to certain Partner Banks in accordance with your instructions (which will be provided to us by Aviva and/or Raisin through the Aviva Save Platform). Funds on your Account may not be used for any other purpose.
  11. If you don't have sufficient available funds in your Account to make a specific payment or transfer, that payment or transfer will be rejected.
  12. Subject to paragraphs 9, 10 and 11 above, we will act on your instruction to make a payment or transfer unless (i) we are required to withhold the payment by law or regulation; (ii) we have reason to believe that the instruction either wasn't made by you or has been made fraudulently or with criminal intent or similar; (iii) there is a technical reason why we cannot make the payment, such as that the instructions you have provided are ambiguous or the Aviva Save Platform is unavailable; or (iv) you are in breach of the terms of this Agreement. We will let you know if we do not act on any instruction, unless we are prevented from doing so by law or regulation. If you need to discuss any payment transaction which we have withheld, please get in touch.
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### Currency transactions

13. Money paid into or out of your Account can only be paid out or received into (as applicable), in £ sterling.
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### Fees, Overdraft, Interest

14. Subject to paragraph 17, no fees or charges are payable by you in respect of your Account.
  15. No overdraft or other credit facility is available on your Account.
  16. No interest will be payable to you in respect of any credit balance on your Account.
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### Enforcing our rights

17. In the event that you do not comply with your obligations under this Agreement, we may enforce all our rights and reserve the right to charge reasonable costs of doing so (including recovery costs, court costs and properly incurred legal fees).
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### Closing your Account and switching your Account

18. Subject to paragraph 19, you may notify us that you wish to close the Account at any time and we will act on this instruction and use our reasonable endeavours to close your Account on the date specified by you or as soon as possible thereafter.
19. If you have entered into deposit agreements with Partner Banks, you may only close your Account and terminate this Agreement when all deposits with each Partner Bank have been transferred back to your Account. In the case of term deposits, this typically takes place on maturity of the deposit with the Partner Bank. However, rights of termination for cause remain unaffected.
20. We can terminate this Agreement and close your Account immediately if any of the following happen:
  - 20.1. any of the confirmation statements you make in paragraph 5 above are or become untrue, inaccurate or misleading in any way;
  - 20.2. we are aware or suspect your Account, or your money, is being used for fraudulent or illegal purposes or for a purpose other than that set out in paragraph 10 above;
  - 20.3. we suspect that someone else is using your Account without your authority;
  - 20.4. we don't have sufficient information to operate your Account or it turns out you weren't allowed to use the Account in the first place;
  - 20.5. your behaviour towards us makes it difficult to deal with you (e.g. you insult or threaten us or our people);

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- 20.6. you weren't entitled, or are no longer entitled, to open the Account or use our service (this includes if you do not accept any revised Agreement);
- 20.7. you breach the terms of this Agreement or the Aviva Save Terms; or
- 20.8. you are declared bankrupt or die.

We will notify you, Aviva and Raisin as soon as reasonably practicable if we exercise our rights under this clause 20.

- 21. If either you notify us or we notify you of the closure of your Account then you won't be able to use your Account or any services linked to it anymore.
- 22. If you owe us any money (including any payments you have already made but that have not been taken out of your Account), we may choose to keep your Account open and we may seek to recover such sums.
- 23. If your Account is closed, you are responsible for cancelling any payments (including any direct debits and standing orders) to or from your Account.
- 24. On closing your Account:
  - 24.1. in respect of any funds remaining on the Account, we will pay these funds back into your Nominated Account (if you have since closed your Nominated Account, you must get in touch); and
  - 24.2. this Agreement will end, although certain terms will remain in force – these are terms which by their nature or context should remain in force after the Agreement ends.
- 25. If for any reason we are unable to pay any remaining funds back into your Nominated Account (for example, it has since been closed), we will notify you (or, in the case of your death, your estate) and request further instructions in respect of the funds remaining on your Account. If we are unable to contact you or do not hear from you following notification, we will hold these funds in accordance with our legal and regulatory obligations.

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### How we keep in touch

- 26. So that we can continue to manage your banking, protect your Account, and communicate with you safely and quickly it's essential that you keep us informed through the Aviva Save Platform if there are any changes to your situation, contact or personal details or any other important changes. If you change your name, address, mobile number or any other detail, please let us know. If you don't tell us that your details have changed, we will get in touch using the last set of details we have for you.
- 27. Once we get in touch, we will assume you have received any message we've sent in advance.
- 28. You have the right to obtain documents in paper form and should get in touch if you wish to do so.

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### Contact and Complaints

- 29. If anything goes wrong, please get in touch.
- 30. If we don't resolve your complaint to your satisfaction or if we don't deal with it within 8 weeks, the Financial Ombudsman Service (FOS) may be able to help you. The FOS is an independent organisation, which helps to settle disputes. You can find out more on the FOS website. <http://www.financial-ombudsman.org.uk/>.
- 31. If you want to dispute an inaccurate transaction, you must first attempt to settle the dispute using the contact details in the Aviva Save Terms.
- 32. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors – including individuals and small businesses – are covered by the scheme. An eligible depositor is entitled to compensation up to £85,000. The £85,000 covers all the funds held in the eligible depositor's accounts with the bank and not each separate account. For more information about the FSCS (including amounts covered and eligibility to claim) you can visit their website at <http://www.fscs.org.uk/>. You can contact the FSCS directly with any compensation-related queries on 0800 678 1100 or 020 7741 4100.

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### Mistaken payments into your Account

33. If we mistakenly make a payment into your Account, we can take an amount equal to the amount paid in without permission. We will tell you about these payments in and out.
  34. If someone else tells us they've accidentally made a payment into your Account, we will let you know and ask your permission to return the money. If you refuse, we will not pay money to the other person until there is a proper resolution of the matter.
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### Liability

35. We accept liability for the following:

- 35.1. fraud or the making of unauthorised payments from your Account, except where it results from your gross negligence (please note that when we make payments, we do not check the name of who you are paying to);
- 35.2. if we make a payment to another bank (including Partner Banks) and the other bank says it doesn't receive it (unless you gave us the wrong details or it turns out that bank did receive it);
- 35.3. if we don't comply with our obligations under this Agreement or if we fail to use reasonable care and skill in providing the Account;
- 35.4. in other circumstances where our liability is not able to be limited under any applicable law (nothing in this Agreement is intended to exclude or limit our liability in relation to this).

If a payment is taken from your Account where you did not know the exact amount when you authorised it (like a direct debit) and it was more than you reasonably could have expected, we will refund the payment (and any interest lost) provided that you ask for the refund within eight weeks of the payment and provide us with all information we need to check the circumstances.

36. Nothing in this Agreement shall be read as an attempt by us to limit our liability for death or personal injury as a result of our negligence or that of our employees.
  37. **We are NOT liable for any matter as far as the law allows except those above where we have accepted liability. Matters for which we are NOT liable include the following:**
    - 37.1. business losses including loss of profit, loss of business, business interruption, or loss of business opportunity;
    - 37.2. losses if you are unable to access the Account for any reason which is not directly attributable to us (for example, if you can't obtain a product at a stated price);
    - 37.3. if the device and software you use (including the Aviva Save Platform) to access the Account or to send or receive information, doesn't work properly;
    - 37.4. any loss or damage arising out of your use or inability to use the Aviva Save Platform or its functionality;
    - 37.5. losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control and our efforts to the contrary (e.g. failures caused by industrial action, problems with another system or network, third party viruses or malware);
    - 37.6. where you have been fraudulent or careless or where you have breached this Agreement;
    - 37.7. any consequential or similar types of losses from timing delays where we must comply with the law (for example foreign exchange losses where there are timing delays in transactions where we have to carry out money laundering, fraud or regulatory obligations such as delaying or blocking payments).
  38. If you are careless in protecting the Account, you may be liable for fraudulent use.
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### Things you must not do

39. You must not share your passcode, PIN or password or any other security detail which is relevant to your Account, whether created through the Aviva Save Platform or otherwise ("**Security Details**") with any other person.

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### Third Parties

40. Starling is not responsible for the acts or omissions of Aviva or Raisin in respect of your Account.
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### Security

41. You are also responsible for taking all reasonable steps to maintain the security of your Account, including using the appropriate security features that are available.
42. You must inform us immediately if you are aware or reasonably suspect that any of your Security Details have been accessed by any third party or compromised in any other way.
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### Changing this Agreement

43. Sometimes we may need to change this Agreement. Generally, if we do need to make changes, we will let you know at least two months in advance, so that you can understand the changes and decide if you don't want to accept them by closing your Account. However, some changes we won't tell you about in advance. These are where:
- 43.1. we make a change to an interest or exchange rate that is in your favour;
  - 43.2. we make upgrades which will enhance the Account; or
  - 43.3. we change or introduce a new feature, device or equivalent (including security features or devices), and it doesn't change anything else in this Agreement.
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### General and other

44. If you need this Agreement supplied in paper format, or if we can help in any other way, please get in touch.
45. We own or licence the Intellectual Property Rights in our brand and name, our software and infrastructure and all related materials.
46. If we don't insist that you perform your obligations under this Agreement, it doesn't mean you don't have to. Similarly, if we don't enforce our rights under this Agreement, or we delay in doing so, it doesn't mean we've given up those rights.
47. Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.
48. This Agreement is governed by English law and the Courts of England and Wales have exclusive jurisdiction if there's a dispute.
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### Definitions and interpretation

49. The following definitions apply in this Agreement:
- 49.1. "Account" means the bank account you open with us;
  - 49.2. "Aviva" means Aviva Savings Limited, a company incorporated and registered in England with company registration number 04384512 and whose registered address is at Aviva, Wellington Row, York, United Kingdom, YO90 1WR;
  - 49.3. "Aviva Save Platform" means <https://avivasave.aviva.co.uk>, the internet platform through which you may select certain deposit products from specified Partner Banks;
  - 49.4. "Aviva Save Terms" means the agreement in place between you and Aviva in respect of your use of the Aviva Save Platform;
  - 49.5. "get in touch" means to get in touch through any of the channels of communication set out on the Aviva Save Platform;
  - 49.6. "includes" and "including" and similar do not limit the generality of any preceding or following words;
  - 49.7. "Intellectual Property Rights" means all vested, contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered),

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patents, know-how, trade secrets, inventions, set-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;

- 49.8. “Nominated Account” means an account held in your name with another UK Credit Institution from which you fund your Account;
- 49.9. “Partner Bank” means each EU credit institution which may offer certain deposit products through the Aviva Save Platform;
- 49.10. “Raisin” means Raisin Platforms Limited, a company incorporated and registered in England with company registration number 11075085 and whose registered address is at c/o JAG Shaw Baker, Berners House, 47-48 Berners Street, London W1T 3NF;
- 49.11. “Starling” means Starling Bank Limited, a company incorporated and registered in England with company registration number 09092149 and whose registered address is at 3<sup>rd</sup> Floor, 2 Finsbury Avenue, London, EC2M 2PP.
- 49.12. “UK Credit Institution” means any bank or building society which is incorporated and registered in the United Kingdom and is authorised by the United Kingdom regulatory authorities under Part 4A of the Financial Services and Markets Act 2000 (as amended) to accept retail deposits in the course of its business.