

# Non-personal terms and conditions

Effective from 31 July 2023

# What's inside?

Thank you for choosing Cater Allen.

This document is split into 2 parts. It sets out the terms of your agreement and some important information you need to know about your account.

## **Part 1 General Terms and Conditions**

**Page 3**

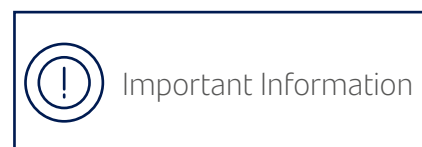
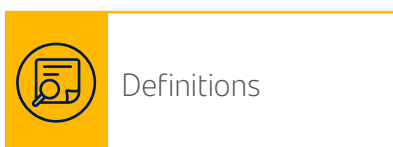
These are the terms and conditions which apply to all current and savings accounts. This part covers important information you should know to manage your account.

## **Part 2 Important information about your account**

**Page 27**

This part includes important information about your account including the compensation arrangements which apply if we fail and can't repay you.

Look for these icons within the document to help you understand the terms and conditions



# Part 1 - General terms and conditions

## What's in these terms?

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# Section A - Your agreement

## 1. Setting the scene

### What does this agreement cover?

By opening a current account or savings account, you enter into an agreement with us, Cater Allen Limited. This document sets out 'general terms' which apply to each account you open with us.



#### Can another person act on your behalf?

Yes. In these terms, 'you' generally means the business entity (whether a sole trader, partnership, company, limited liability partnership, club, society, association, charity, trust, or pension fund) that has their name on the account.

But you may appoint individuals, known as 'authorised users', at any time to operate the account for you. When you open an account, we'll ask you to set up an 'account mandate'. This will set out details of the authorised users who can operate the account for you and how it can be used.

Unless you ask us only to act on instructions from more than one authorised user, each user may operate the account on their own. This means, for example, we'll make payments if the user asks us to. Each user will have their own personal security details and will be able to access the account and give instructions (for example, using Internet Banking or by phone).

You can also give up to 2 authorised users a debit card on an account. We'll also give you a chequebook – any authorised user may sign cheques.

But, if you want more than one user to approve instructions, you'll need to give us these in writing, through Internet Banking (as long as all users have signed up to use this service) or over the phone (if users are together). You won't be able to make payments by debit card. If only some, but not all, users have access to Internet Banking, you'll only have 'view only' access to Internet Banking.

You'll be responsible for all the things an authorised user does on the account so you should make sure they comply with these terms.

Throughout these terms, where we say 'you' this means the account holder and any authorised user, unless it's clear from the context that we only mean the account holder.

Our relationship is with you. We won't recognise anyone else as having rights over the account unless we're required to do so by law. You'll be responsible for any instructions we receive from anyone who operates your account.

We'll share details about your accounts (including your statements) with your professional adviser (as set out on your application form).

### Do other terms and conditions apply?

As well as these terms, each account has separate conditions called 'specific conditions'. These are in the Account Fact Sheet for your account and are part of your agreement.

These cover things like:

- how you qualify for the account
- the interest rate
- any fees specific to the account
- restrictions on the types of payment you can make.

If any specific condition conflicts with a general term, the specific condition will apply.

You'll find full details of all our fees in the Banking Tariff or in the Account Fact Sheet.

We'll also give additional terms when you ask us for a product or service. For example, we'll give you terms when you sign up for Internet Banking. You'll need to agree to these before you can use the service.

As well as your terms, we'll also give you other information about your account and how to operate it. We'll do this in the Account Fact Sheet or in other documents we give you when you open your account. This information does not form part of our agreement.

You can ask us for a copy of these documents at any time. They're also available on our website.

## Other things you should know about the terms

We use some expressions which are used in the same way by all banks. You can find a list and explanation of these expressions on our website or you can ask us for a copy.

## What your accounts can be used for

All accounts are for business use only. You may not use an account for personal use.

## Do you qualify for an account with us?

For all accounts you must be registered in the UK and any authorised users must live in the UK. You must also meet any other requirements for a particular account, which you can find in the Account Fact Sheet for that account.

From time to time, we may also check if you still meet those requirements and may ask you for information to help us do this.

If you are a financial institution which is an RFI (as explained below), we may not be able to provide you with an account, or with certain services. You must tell us as soon as you can if you are, become or intend to become an RFI.



### RFIs

RFI means a financial institution which meets the definition of a Relevant Financial Institution as set out in Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

There are rules which apply to us in relation to the services we are able to provide to RFIs.

## When we'll ask you for information

You must also give us any other information we reasonably ask for. This might include, for example, information we or other members of our group need for the following reasons:

- to comply with a law or regulation which applies to us or them or to lower the risk of crime (such as money laundering, fraud, bribery, corruption, sanctions or terrorism finance)
- to keep our records up-to-date
- to confirm a payment or activity on your account
- to keep your account secure if we have concerns about a payment or activity on your account
- to confirm where money in your account has come from
- for tax reasons
- to allow us to deal with a complaint you have made.

## Information you must tell us about your business

You must let us know immediately if, for any reason, there are any changes to your contact details (or the contact details of your authorised users), the people who own or run your business or your authorised users or your business is dissolved. For example, you should let us know about changes to any of the following:

- the registered address of your business
- your directors or officers, if you're a company or limited liability partnership
- your partners, if you're a partnership
- your trustees, if you're a trust.

You must also let us know if you, your authorised users, or the people who own or run your business, are located in a country which is subject to a sanctions regime.

We'll continue to operate your account in accordance with your account mandate until you tell us, in writing, about any changes to your authorised users, the people running your business or any other changes to your account mandate. If a person ceases to be part of the business or the business is dissolved, you should stop using the account immediately.

## Section B - Using your account

There are lots of ways you can operate your account. For example, using Internet Banking, by phone or using a cash machine.

You can generally use all of these ways unless we say differently in these terms or the specific conditions.

### 2. Paying money in

You can pay money into your account electronically or by cheque. Here we explain how you can do that, when you can use the money and when it counts for interest.

Some payments take longer to process than others. We'll update your account balance as quickly as we can but you may not be able to use all of the money we receive until we have finished processing each payment.

We work out the interest we'll pay you at the end of each day.

We may charge you fees for receiving money into your account in certain ways. You can find details in our Banking Tariff. We won't take any of our fees from the money you receive.

#### Electronic payments

Currency of the payment	When you can use the money	When you will earn interest
In the same currency as the account	Immediately after we receive the money	From the day we receive it
In a different currency to the account	After we convert the money into the currency of your account using our exchange rate at the time we receive the money	From the day we have converted the money



#### Remember!

- If you receive money from outside the UK or from within the UK in a foreign currency, the bank of the person who sent it may have used other banks to send the payment to us. Those banks' charges may have been taken from the amount of the payment and so you may receive less than you expect.
- You can receive payments in most, but not all, currencies. Ask us if you want to know which currencies we accept.

If we receive an electronic payment without full account details, we'll return the money to you or to the person who sent it.



#### What is a working day?

Any day other than a Saturday, a Sunday or an English public holiday. Where we make payments in or out of your account, the length of the working day will depend on our cut-off times for each type of payment and how you ask us to do this.

Some payment types can only be made Monday to Friday (other than public holidays). But others, such as internal transfers or Faster Payments, can be made on any day.

#### Card payments

You won't generally receive money by card. But you may do so if an organisation you pay gives you a refund for a payment. For example, this might happen if you return something you've bought. If this happens, we'll pay the money into your account immediately after we receive it.

#### Cheques in pounds sterling

Cheques in pounds sterling go through a 'clearing cycle'. This is where we collect and process the payment from the bank of the person who wrote the cheque. This process affects when:

- the money will show in your account and earn interest
- you can use it
- you can be sure the money is yours and the paying bank can't ask for the money back.

A cheque will 'bounce' if the bank of the person who wrote it returns it to us unpaid. If this happens, we'll tell you about this and take the money out of your account (together with any interest we've paid you). We'll do this even if you've already used the money. If we find out a cheque is fraudulent, we can do this at any time.

We process cheques electronically using a scanned digital image of the cheque, and not a paper version. The table below shows how long this process takes.

The day the cheque reaches our processing centre	When you'll earn interest	When you can use the money and take it out	When you can be sure the money is yours and won't be taken out
Working day	From the next working day		At the end of the next working day after you pay it in
For example, on Wednesday	From Thursday		After the end of Thursday
Non-working day	From 2 working days		At the end of 2 working days after you pay it in
For example, on Saturday	From Tuesday		After the end of Tuesday



**Remember!**

- You should send your cheque to us by post with a paying-in slip. Ask us for a paying-in book if you want to do this. Check our website or ask us for details of where to send the cheque.
- You can only pay in cheques which are made out to you.
- We may not pay in a cheque which is over 6 months old.

If you pay the cheque into an account in a currency other than pounds sterling, we'll convert the money into the currency of your account using our exchange rate on the day we add it to your account.

**Cheques in foreign currency (or pounds sterling from a bank outside the UK)**

We can't process cheques from all countries or in all foreign currencies. Check our website or ask us if you want details of the countries and currencies we accept.

If you send us a cheque we can't process, we'll tell you and return the cheque to you. If we can, we'll either collect or negotiate the cheque – we explain more below. What we do depends on the value and currency of the cheque and where the bank of the person who wrote it is. We'll charge a fee for using either of these methods.



**Negotiate**

This is usually the faster method for processing a foreign currency or overseas cheque and we'll use this where we can. We'll pay the money into your account after we receive it. This'll normally be after 6 working days.

**Collect**

We'll send the cheque to the bank it's from and ask them to pay it. We may need to use other banks to do this. We'll pay the money into your account after we receive it. This usually takes 2 - 6 weeks (but can be more or less). It depends on the bank the cheque's from and the banks we use.



**Remember!**

- To pay in a foreign currency cheque, you'll need to send it to us. We'll also need details of the account you want us to pay the cheque into.
- You'll need to sign the back of the cheque.

We'll convert the money we receive into the currency of your account using our exchange rate on the date we receive the money.

You'll be responsible for paying our charges and the charges of any foreign bank we use (even if the cheque bounces). We won't process a foreign currency cheque if you don't have enough money available to pay these charges. If the cheque is paid, the foreign bank will take its charges before the money is paid into your account.

If we find there has been fraud with the cheque or it bounces, the foreign bank may return the cheque or ask for the money back (this could be up to 7 years after we make the payment). If this happens, we'll take enough money from your account to cover the amount of the cheque and any charges in the foreign currency. We'll tell you the amount of the charges as soon as possible after we do this. We'll use the exchange rate which applies on the date we do this. If the cheque had been paid and the exchange rate has changed, this will be a different amount to the amount you originally received.

## 3. Taking money out

### The types of payment you can make

There are lots of ways you can make payments from your account. Unless we tell you otherwise here or in your account's specific conditions, you can do this in any of the ways set out in the table below.

You can't make payments by debit card, cheque, standing order or Direct Debit if you have a savings account. If you have a current account, you can ask us for a debit card or chequebook at any time. We may replace your card from time to time, for example if it expires. If we do this, we may replace it with a different type of card but we'll tell you how it is different.

You'll stop earning interest on the amount of a payment from the day we take the money from your account.

We may charge you for making payments from your account in certain ways. You can find details of the charges in our Banking Tariff.

Payment type	What you need to know about this
Cash withdrawals	You can do these at a cash machine if you have a debit card. There are limits which apply. You can find these on our website.
Debit card payments	You can make these with any business that accepts card payments, such as in a shop or with a retailer online. You can also set up regular card payments. We'll only take a payment from your account once we receive details about the payment from Visa. There may be a delay between when this happens and when you used your card. We'll reduce the amount of money available in your account to reflect this.
Cheque	We'll make a payment to the person you name on the cheque. We'll do this when that person's bank asks us to pay them. Don't write a future date on a cheque. We'll pay it when the other person's bank asks for the money, even if that is before the future date. If we receive a cheque which is more than 6 months old, we can't guarantee that we'll pay it. You can only write cheques in pounds sterling.
Foreign currency cheque	This is a type of cheque we write for you in a currency other than pounds sterling. We can only do this for certain currencies. If you need one, ask us. You'll need to give us the name of the person you're paying and the currency you want to pay them in. We'll take the amount you want to pay from your account using our exchange rate on the date we write the cheque.
Banker's draft counter cheque	These are types of cheque we write for you. Call us if you need one. If you ask for one, you'll need to give us the name of the person you're paying. We'll take the money from your account immediately and send you the cheque.
<b>Electronic payments</b>	
Internal transfer	This is a payment you can make to another account with us.
Faster payment	This is a payment you make in pounds sterling to another person within the UK using the Faster Payment system. There are limits on the size of the payment you can make. You can find details about these on our website. We'll also tell you about them if your payment exceeds a limit. If this means we can't send a payment in this way, we'll send it by CHAPS if you want us to.
CHAPS	This is a same-day payment in pounds sterling you can make to another person within the UK. This is done through the Clearing House Automated Payments System. There is a charge for this type of payment. You can find details of charges in our Banking Tariff.



<b>Foreign currency payment</b>	This is a payment to another person inside or outside the UK in a currency other than the currency of your account.
<b>International payment</b>	This is a payment to another person outside the UK in pounds sterling or another currency.
<b>Standing order</b>	This is a regular payment to another person you can set up from your account. You can also make one-off payments on a future date. You need to set these up before the end of the working day before you want to make the payment. We'll make the payment on the day you ask us to.
<b>Direct Debit</b>	This is where you ask another organisation to take money from your account regularly. For example, to pay a bill. We'll make the payment on the day the organisation asks us to.

## The information we'll need to make a payment

To make an electronic payment other than a Direct Debit from your account, you'll need to give us the name of the person you want to pay and their account details.

We may also ask you for other information, such as the person's address. If you're a trust, you may need to provide us with documentation so we can confirm the identity of any beneficiary that is to be paid from the account. You should also tell us if you intend to make a payment to a beneficiary.

We'll let you know when you make the payment if we need anything else.



### What are the account details?

This will be the account number and sort code for payments in pounds sterling in the UK. For foreign currency or international payments, this will be the equivalent details.



### Remember!

- We'll make the payment using the details you give us so you need to check they are correct.
- For some payments within the UK, we'll ask the receiving bank to check if the name of the person you're paying matches the account details you give us. We'll share the result of that check with you and ask you to confirm the payment.
- Look at the result carefully – it's there to help you avoid scams or mistaken payments. If you decide to go ahead, we'll assume the account details are correct.

You agree that we may use your information to provide payment services to you. If you withdraw this consent, we'll stop providing payment services to you but may still use your data where we have a lawful reason to do so. For example, this may be because we need to retain records to meet our legal obligations.


You confirm that any instruction you, or an authorised user, give to us is permissible and properly authorised under your constitutional documents and acknowledge that we will not check those documents.

## Our cut-off times for making electronic payments and how long they take

The table below sets out our cut-off times for making payments and how long it will usually take for the person you're paying to receive the money. It may take longer if we delay acting on the payment for reasons set out in Section C - Keeping you and us safe.

The 'cut-off time' is the latest time you can ask us to make a payment on a day. If you ask us after the cut-off time, we won't start processing the payment until the next working day.

If we receive your request on a working day before the cut-off time, we'll make the payment that day unless you ask us to make it on a date in the future. If you ask us to make a payment in the future on a day which is not a working day, we'll make the payment on the next working day after that. If you ask us to make a standing order every day, we won't make a payment on a day which is not a working day and we won't try this again on the next working day.

Payment type	Cut-off time Phone	Cut-off time Online	When the person you're paying will usually receive the money
Internal transfer	6pm	Any time	Immediately
<b>Payments within the UK in pounds sterling</b>			
Faster Payment	6pm	Any time	Immediately
CHAPS	4pm	Not available	Same working day
<b>Other payments, including foreign currency and international payments</b>			
<b>In pounds sterling to accounts...</b>			
outside the UK	2.30pm	2.30pm	Next working day
<b>In euros to accounts...</b>			
inside the UK or EEA	2pm	2pm	Same working day
outside the EEA			Up to 4 working days (this will depend on the destination of the payment)
within SEPA	2.30pm	2.30pm	Next working day
<b>In US dollars to accounts...</b>			
inside or outside the UK	2.30pm	2.30pm	Up to 4 working days (this will depend on the destination of the payment)
<b>In any currency other than pounds sterling, euro, or US dollars to accounts...</b>			
inside or outside the UK	2.30pm	2.30pm	Up to 4 working days (this will depend on the currency or destination of the payment)
 <b>Remember!</b>	<ul style="list-style-type: none"> <li>◦ We may do security and other checks on payments to make sure we can make them. We'll usually complete these on the date you ask us to make a payment but some may take longer. If this happens, we won't make a payment until we have completed our checks.</li> <li>◦ You can make foreign currency and international payments in lots of currencies and to most places, but not every currency or place is covered. Ask us if you want to know which payments we can do.</li> </ul>		



### What is the EEA?

This is the European Economic Area.

It covers all the countries of the European Union plus Iceland, Norway and Liechtenstein.

### What is SEPA?

This is the Single Euro Payment Area.

It is made up of all the countries in the EEA as well as the UK, the British Crown Dependencies of Guernsey, Jersey, Isle of Man, Andorra, French collectives of Mayotte and Saint-Pierre-et-Miquelon, Monaco, San Marino, Switzerland and Vatican City State/Holy See.

## Making foreign currency and international payments

If you want to make a foreign currency payment, we'll convert the amount into the currency you want to send using our exchange rate on the date we make the payment. We'll give you details of the current exchange rate (and our fees) when you ask us to make the payment. If you ask us to make a future payment the exchange rate we use on the day we make the payment may be different.



## What are our exchange rates?

We use our Cater Allen reference exchange rates for each currency. We have different reference exchange rates depending if you make or receive a payment.

You can find details of our exchange rates for some currencies online at [caterallen.co.uk/support/foreign-payments-and-currencies](https://caterallen.co.uk/support/foreign-payments-and-currencies). For details of all currencies, call us.

For international or foreign currency payments, we'll make the payment in whatever currency you've chosen. If that person's account is in another currency, the bank receiving the money may convert it using their own exchange rate.

If you make an international payment or foreign currency payment in the UK, we'll use other banks to help us send the money to the person you're paying. Those banks may take their charges from the amount of the payment. We have no control over the amount of these charges. This means the person you're paying may receive less than the amount you send. These charges are in addition to any fees we charge you for making the payment. We won't take our fees from the money you send.

In some cases, you can choose to pay all the charges (or for the person you're paying to pay all the charges). We'll tell you about these options when you make the payment. If you choose to pay all the charges, we'll take them from your account immediately after we receive details from the other banks.

## What happens if a foreign currency or international payment is returned

We'll pay the amount we receive into your account. This may be less than the amount you originally sent because:

- If it's an international payment, any other banks who have helped to return the money back to us may take their charges from the amount of the payment.
- If it's a foreign currency payment, we'll convert the payment into the currency of your account using our exchange rate on the day we receive it. The exchange rate may have changed from when we sent the payment.

## Making payments by debit card in a foreign currency

If you make a payment using your debit card in a foreign currency, Visa will convert this into the currency of your account, not us. They'll do this on the day they process the payment and use their own exchange rate.

You can find out their exchange rates on our website. You can also call us and we'll be happy to help you.



## To find out more

Check: [caterallen.co.uk/support/using-your-card-abroad/](https://caterallen.co.uk/support/using-your-card-abroad/)

Exchange rates may change between the time you make the payment and when Visa processes it.



## Remember!

- If you're paying for something in another currency with your card, you may be asked to choose between paying in the local currency or the currency of your account.
- If you choose the currency of the account, the person you're paying (or their bank) will convert the money using their own exchange rate. They may also charge you a fee for this.
- It will often be cheaper to pay in the local currency, unless you know the exchange rate and any fees you'll be charged to pay in the currency of your account are better than the rate that Visa would charge.

## Foreign currency cheques

After we give you a foreign currency cheque, you're responsible for delivering it to the right person.

If you decide not to make a payment, you lose the cheque or it is stolen, let us know. We'll try to cancel it and arrange a refund. We'll only give you a refund after the cheque is returned to us or the bank we used confirms that it has not been asked to pay it. If we can, then:

- We'll convert the payment into the currency of your account using our exchange rate on the day we make the refund. The exchange rate may have changed from when we took the money from your account.
- If you lose the cheque or it is stolen, we may need you to confirm this, and give us evidence that it has been reported to the police.
- You'll need to cover any charges we have to pay to cancel the cheque.

## Section C - Keeping you and us safe

### 4. Stopping payments

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We know you might change your mind or need to stop a payment you have asked us to make. We'll do what we can to help you.

We can't stop any payments which are made immediately. This includes cash withdrawals, bankers' drafts, counter cheques, debit card payments and any same-day electronic payments. We can stop other payments if you tell us by phone by the following times:

Payment type	When can we stop it?
<b>Standing orders</b> <b>Direct Debits</b> <b>Other electronic payments on a future date</b> <b>Regular debit card payments</b>	Up to the end of the working day before the payment is made or card payment is requested
<b>Cheque</b>	Before the bank of the person you're paying starts to process it

You'll need to give us any information we ask for about the payment so that we can do this. For example, for a standing order or Direct Debit, we'll need the date and amount of the payment and the account details of the person you were paying.

If you cancel a Direct Debit or regular card payment, you should also tell the person or organisation you were paying so that they don't try to take the payment.

### 5. When we may not make a payment for you

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We'll make a payment for you if we can. But we may not do so in the situations below.

- You don't have enough available money in your account to make the payment.
- You haven't given us the correct account details or other information we have requested, or the information shared isn't clear or we know it isn't correct.
- The type of payment you want us to make or the payment instrument you are using is not available to us or the person you want to pay or we have withdrawn it.
- It may cause us to breach or not follow any law, regulation, court order, code or other duty that applies to us.
- We reasonably believe that:
  - The instruction hasn't come from you (or someone authorised to act for you).
  - Your account isn't secure or your security details or debit card details may have been used fraudulently or without your permission.
  - We or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.
  - The payment may be connected to a scam, fraud or any other criminal activity. For example, because the payment is unusual or has features that suggest it may be connected to such activity or the account you're making the payment to has been connected to such activity.
  - Your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- We're acting reasonably to protect against or reduce the risk of scams, fraud or other criminal activity. For example, payments to or through a person, business or sort code where we have seen or are aware of high levels of such activity.
- We're acting in response to guidance issued by a regulator, government or law enforcement body.
- Someone else may have rights over the money in your account.
- You haven't acted in the way you agreed in these terms, either on more than one occasion or in a serious way. For example, if you don't provide us with information we've reasonably asked for on more than one occasion.

While we're checking that none of the situations above apply, we may delay a payment in reaching its destination. This may happen even if everything later turns out to be fine.

If we reasonably believe a payment may be connected to a scam or fraud, we may contact you and ask you to confirm the payment before we make it. This includes an 'authorised push payment scam' where you're tricked into sending money to a fraudster's account. We may also delay making the payment up to the processing limits set out in these terms. This is so you have some time to check it and cancel it if you need to. After you have checked the payment, if we still reasonably believe it is connected to a scam or fraud, we may still refuse to make it.

We may also apply payment and cash withdrawal limits to your instructions from time to time. For example, we may set limits for your contactless payments on your debit card. We may also set limits on payments to certain accounts, sort codes or persons to protect you or us against fraud or prevent other criminal activity. Check our website or ask us if you want details of these limits. We may also apply other limits to protect your account – for security reasons we may not say what these are. We may refuse a payment if it is above any of these limits.

### When we'll retry some payments

We usually take standing order and Direct Debit payments from your account at the beginning of the working day the payment is made. If you don't have enough money in your account at that time, we'll try to do this again later in the day. For a standing order, we may also try this again at the start of the next working day.

You'll have until we retry the payment to put enough money in your account to cover it.



#### Remember!

We recommend you don't try to make the payment yourself until we've tried to do this. Otherwise, the payment may be made more than once.

### What we'll do if we don't make a payment

We'll tell you if we don't make a payment for you and the reason why unless we can't for legal or security reasons. How we tell you will depend on how you're making the payment. But we'll always do this in the way we think is most appropriate.

For example, if you're making a payment over the phone or using Internet Banking, we'll usually tell you at the time. If you make a debit card payment, the retailer will usually tell you. If we can't pay a cheque or any future payment (such as a Direct Debit or standing order), we'll usually write to you.

We'll tell you this the following day (or if you asked us to make the payment on a non working day then the day following the first working day since your request). If we can, we'll also tell you how to correct any errors that mean we haven't made the payment.

### When we may not allow a payment into your account

We may not allow payments into your account where it's reasonable for us to stop this happening. This may happen, for example, if we reasonably believe that:

- the payment is connected to a scam, fraud or any other criminal activity.
- your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.
- the payment may cause us to breach or not follow any law, regulation, court order, code or other duty or mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

## 6. Checking it's you

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When you try to use our services (for example, access your account or make a payment), we need to be sure it's you (or someone appointed to act for you) that is doing this. If we can't be sure, we'll refuse the request.

### How we check it's you

This depends on the information we receive or how you contact us. If we receive an instruction from you in writing (such as another bank asks us to pay a cheque you've written), we'll check the signature on it against the account mandate. In all other situations, we'll assume we're dealing with you if your personal security details are used. We'll take this as your approval. But, we may make further checks on a payment with you if it's reasonable for us to do so. For example, this may happen if it's a large payment or to a new person, or if we believe you may not have authorised it. We may not make the payment until we have done this.



## What are your personal security details?

These are the security processes we set up with you and the credentials we give to you or that you choose. These include things like:

- passwords, PINs, security codes and memorable information
- your fingerprint, voice, face ID or other biometric information.

In some cases, we may also ask you to confirm some personal information we have about you or your account to check it's you.

## When will you use them?

You'll use these details when you ask us to do things. This might happen when you:

- access your account and make a payment using Internet Banking or over the phone with us
- confirm a payment you have asked us to make by post
- make a payment by debit card.

## What you need to do to keep your account secure

It's important that you keep your debit card, chequebook (if you have one), and personal security details safe to prevent fraud and protect your account.

You must tell us as soon as possible if you lose your card or chequebook or either of them are stolen. You must also do this if you think your card or personal security details have been used without your permission or if someone else knows them. You can contact us in any of the ways mentioned in this agreement, visit [caterallen.co.uk/contact-us](https://caterallen.co.uk/contact-us) for contact details.

We'll immediately cancel your card, chequebook or personal security details to prevent misuse of your account.



## Some ways you can keep your account and personal security details safe

### What you and your authorised users should do

- Sign your card in permanent ink as soon as you receive it.
- Securely destroy copies of personal security details we send you or other account information you no longer need. For example, shred any letter we send you containing your PIN.
- Choose personal security details that aren't easy for others to guess. Make these different to other accounts you have.
- Set up your devices so that if you lose them no one else can access your personal security details or communications from us.
- Protect your personal security details when you use them. Try to ensure no one hears or sees them. We'll never ask for these in full. But, if you or your authorised users make a payment over the phone, we may ask you to give us individual parts of your details (for example, the third digit) so we can confirm it's you.
- Change your personal security details if you think someone knows them. We may ask you do this if we are concerned about your account's security.
- Follow any instructions we give to you about protecting your account.

### What you and your authorised users shouldn't do

- Don't share your personal security details with someone else (including your professional advisers or other authorised users).
- Don't give your chequebook or card to someone else (including your professional advisers).
- Don't record your personal security details so it is easy for someone else to find out what they are.

You can find more examples and guidance on our website - check the Fraud and Security Centre pages.



### **Remember!**

- If you or your authorised users have a debit card and don't want it anymore, let us know and we'll cancel it.
- Make sure you cut up your old card, through the chip, to protect your account.

## **What we'll do to keep your account secure**

We'll do what we reasonably can to protect your account. For example, we use systems to monitor unusual behaviour on your account and detect fraud. This might, for example, identify unusual spending patterns.

If we have a concern about a payment or the security of your account, we'll contact you. We may do this by phone or, if we can't get hold of you, by writing to you.

## **Blocking access to your account**

We can block or withdraw your cards, chequebooks or personal security details. We can also block your access to your account, including through Internet Banking, over the phone or by post. We may do this in the following situations. But we'll only do this where we think it's reasonable.

- We have concerns about the security of your account.
- We suspect your account, card or services may be used in an unauthorised or fraudulent way. This may happen, for example, if there are too many unsuccessful attempts to login to Internet Banking or use a PIN.
- There is a significantly increased risk you won't be able to repay any money you owe us.
- You haven't provided us with information that we've reasonably asked for.
- Allowing you to access your account might cause us to breach or not follow any law, regulation, court order, code or other duty that applies to us. Or, allowing you to do this might mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

If we do this, we'll usually tell you, and why, before we do so. If we can't tell you before, we'll tell you as soon as we reasonably can after. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate. We won't tell you if we can't for legal or security reasons.

We'll unblock your account and replace any debit card or personal security details (if we need to) when the reason for the block ends.

## **If you don't use your account at all**

If you don't make any payments on your account for 1 year (if you have a current account or Term Maturity Account) or 5 years (if you have a notice account, savings account, or trust or pension current account) then we may treat your account as 'dormant'. This means we'll stop sending you statements, letters and cards to reduce the risk of fraud and financial crime.

We'll tell you a month before we intend to make your account dormant.

If you want to maintain it, you'll need to contact us to confirm this or use your account. If you don't:

- We'll close your account if there is no money in it.
- We'll make your account inactive if there is money in it. You'll need to reactivate the account if you want to use it again. We'll explain how you need to do this.

## 7. Using third party providers

You may want to use a third party provider with your account.



### What is a third party provider?

We refer to them here as a 'TPP'.

They provide services which let you see information about all your online payment accounts in one place. These could be accounts with us or other banks, building societies or credit card issuers. They can also provide services which let you make payments from these accounts.

They need to be authorised by the Financial Conduct Authority (FCA) or a National Competent Authority (NCA) to provide these services.

### What is an online payment account?

Most accounts will be 'payment accounts' unless they have major restrictions on how you can pay money in or out. Examples include current accounts, credit cards and instant access savings accounts where money can be paid in or out with minimal restrictions.

If it is not a payment account, we call it a 'non-payment account'. Examples include fixed term bonds or accounts where you are charged a fee or lose interest if you make a withdrawal, such as a notice account.

If you're not sure, check your Account Fact Sheet or ask us.

An 'online' payment account is a payment account which you can access using the internet. This will include Internet Banking for accounts you have with us. Or any similar system for accounts you have with others.

If you do, you'll need to give the TPP your consent to access your account and provide their services. We'll then allow the TPP to access your account. We'll treat any payment instruction from a TPP as if it was from you.

It's important you check that any TPP you use is authorised by the FCA. They should make this clear from the information they give you. You must not give your personal security details to a third party that isn't authorised. We'll assume it's you that's authorising us to let them access your account information and make payments. You'll then be responsible for any payments we make as a result.

### When we'll block a TPP from accessing your account

We'll do this if we have concerns the TPP doesn't have your consent or is acting fraudulently.

Before this happens, we'll usually tell you that we intend to do this and why. If we can't, we'll tell you immediately after we do this. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate.

We won't tell you if we can't for legal or security reasons.

We'll unblock your account and allow the TPP to access it again when the reason for the block ends.

## 8. If things go wrong

### What you should do

You must let us know as soon as you can if there is a problem with a payment. This may affect how we'll refund any payments.

### When we might give you a refund

Usually, we'll refund you for a payment from your account if you have any of the problems in the tables below. We won't refund you if you've been fraudulent.

We can give other banks that are involved (and the police) any information necessary to allow them to carry out their investigations.

If a payment is made into your account by mistake we can take certain steps to correct it. What we'll do depends on who made the mistake and the type of payment.

If we refund an unauthorised or incorrect payment, we'll restore your account to the position it would've been in if the payment hadn't been made. This means we'll refund the amount of the payment. We'll also pay you any interest or fees



we've charged you for that payment, or any interest you would've earned. In all other situations where we give a refund, we'll refund you the amount of the payment.

### When we'll take back a refund

If we find out that you weren't entitled to a refund after we've given it to you, we may take the money out of your account. If this causes your account balance to fall below zero, you'll be responsible for bringing your account back above zero.

### Unauthorised payments

What's happened?	A payment's been made from your account that wasn't authorised by you or someone allowed to make payments from your account.
Will we refund you?	It depends. If you didn't keep your card or personal security details safe as we told you to, either intentionally or very carelessly we won't refund you.
When must you tell us?	As soon as you can within 13 months of the payment. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you've spotted the unauthorised payment we aren't required to give you a refund.
What we'll do next	We'll refund you the payment, before the end of the working day after you tell us, <b>unless</b> we know you've been very careless or we reasonably suspect you've been fraudulent. If we know or suspect this we may investigate it before making the refund. If you've been fraudulent or very careless, you'll be responsible for all payments until you tell us your debit card, chequebook or personal security details have been lost, stolen or used without your approval. Unless you've been fraudulent, we'll always give a refund in the following situations. <ul style="list-style-type: none"> <li>◦ You have yet to receive your debit card or chequebook.</li> <li>◦ We haven't provided a way for you to tell us about an unauthorised payment or any loss, theft or misuse of your card, chequebook or personal security details.</li> <li>◦ The unauthorised payment is made when you buy something online or by phone.</li> <li>◦ We were supposed to check that you had authorised the payment, but we didn't do so in the way legally required.</li> </ul>

### Incorrect payments

What's happened?	You gave us the right account details for the person you wanted to pay, but we sent the money to the wrong person or account.
Will we refund you?	Yes. It's our fault.
When must you tell us?	As soon as you can within 13 months of the payment. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you have spotted the incorrect payment, we won't give you a refund.
What we'll do next	If you tell us in time, we'll give you a refund. We'll do this as soon as we can – this'll usually be before the end of the working day after you tell us. We'll also try to trace the incorrect payment and notify you of the results if you ask us to.

### Late payments

What's happened?	We haven't made a payment when you wanted us to.
Will we refund you?	No. We'll go ahead with making the payment, just later than you wanted us to.
When must you tell us?	As soon as you can within 13 months of the mistake. If you tell us after 13 months, or you take an unreasonable amount of time to tell us once you have spotted the mistake, we aren't required to give you a refund.
What we'll do next	We'll treat the payment as if it was made on time. Let us know if you want us to speak to the other bank and ask them to treat the payment as if it was made on time.

## You give us the wrong details

What's happened?	You gave us the wrong account details and we made the payment.
Will we refund you?	Unfortunately, we won't give a refund in this case.
When must you tell us?	There's no time limit, but if you notice you've given us the wrong details please let us know as soon as you can.
What we'll do next	We'll try to recover the payment for you.  If we can't, you can try to recover the payment yourself. If you ask us to, we may ask the bank of the person who received the money for details of the payment. If we receive these details we'll share these with you. However, you may need to obtain a court order compelling the recipient bank to give you this information. You can then try to recover the payment yourself.

## Payments made to a fraudster

What's happened?	Either of the following: <ul style="list-style-type: none"> <li>◦ You meant to send money to a particular person, but you were tricked into sending money to someone else.</li> <li>◦ You sent money to someone for what you believed was a genuine purpose, but it was actually fraudulent.</li> </ul>
Will we refund you?	It depends on whether you should have realised you were being tricked. If we find you should've known you were being tricked into sending money to a fraudster you won't get a refund.
When must you tell us?	Whenever you discover it. There's no time limit.
What we'll do next	Once you have told us that you were tricked, we'll investigate whether you are entitled to a full or partial refund. When we do this, we'll look at everything that happened when the payment was made.  We'll usually let you know within 15 working days after the day you tell us. But we might take longer in exceptional circumstances.  If we decide you're entitled to a refund we'll give you this without delay.

## Debit card payments

What's happened?	You use your card to make a payment, but didn't agree the exact amount when you authorised the payment. This might happen, for example, if you use your card to pay for car hire or a hotel bill.  The amount you're charged is more than you reasonably expected, taking into account your previous spending and the circumstances of the payment.
Will we refund you?	We won't give you a refund in the following situations. <ul style="list-style-type: none"> <li>◦ If the reason the payment was more than you reasonably expected is because of a change in a foreign currency exchange rate.</li> <li>◦ If you approved the payment directly with us <b>and</b> at least four weeks before the payment was made, we or the retailer gave you (or made available) information about the payment.</li> </ul>
When must you tell us?	You must tell us within 8 weeks of making the payment.
What we'll do next	If you tell us in time, we'll investigate. We may ask you for more information about the payment and what happened.  We'll make the refund, or tell you why we won't make it, within 10 working days from the working day we receive your claim or any extra information we've asked for.

## Direct Debit payment

What's happened?	There's an error in the payment of your Direct Debit. For example, the payment is taken on the wrong date or the wrong amount is collected.  You can find further details of what to do if something goes wrong with a Direct Debit at <a href="http://directdebit.co.uk">directdebit.co.uk</a>
Will we refund you?	In some situations, you're entitled to a full refund under the Direct Debit Guarantee.
When must you tell us?	There's no time limit, but if you notice something doesn't look right with your payment, please let us know as soon as you can.
What we'll do next	We'll make the refund immediately.

## What happens if you receive a payment by mistake?

What's happened?	A payment is made into your account by mistake.	
Will we refund you?	No. You've not made a payment – you've received one.	
When must you tell us?	Tell us whenever you discover one. We'll also tell you if we think a payment was a mistake.	
What we'll do next	It depends on who made the mistake and the type of payment: <b>If the person who sent the payment (or their bank) has made a mistake</b>	
	Payment type	What we'll do
	CHAPS  SEPA credit transfer	We won't take the money out of your account without your permission.  If you don't think the payment is a mistake, we'll let the sending bank know.
	Faster Payment  BACS	If we reasonably believe the bank who sent the payment (or the sender) has made a mistake, we may prevent you from using the money. They must tell us within 2 months of making the payment. We can take it out of your account to return it to the bank who sent it.  We don't need your permission to do this.  If they tell us after 2 months we won't take the money out of your account without your permission.
	We may share all relevant information with the bank who sent the money so the sender can trace it.  In all other cases, we'll only take the money out of your account if you agree.  <b>If we have made a mistake</b>  Because we have incorrectly put the money into your account, we'll take the money back out of your account. We don't need your permission to do so.	

## What happens if you receive a fraudulent payment?

What's happened?	A payment is made into your account which we suspect is linked to fraud or other criminal activity.
Will we refund you?	No. You've not made a payment – you've received one.
What we'll do next	We can take the money out of your account. We won't ask your permission.

## Section D - Earning money

### 9. Interest

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We tell you the interest rate we'll pay on your account when you open it. Check our website or contact us if you want to know the current rate.

We work out the interest we'll pay you on your account each day.



#### How we work out interest

When we calculate interest, we take the annual interest rate we tell you and divide it by the number of days in the year. We then apply this figure to the amount of money in your account each day.

The specific conditions in your Account Fact Sheet will explain when and how often we pay interest for your account.

#### Income tax

We pay interest without taking off income tax. This is known as 'gross' and the interest rate we give you reflects this. If you're an individual, and the total interest you receive in a tax year is more than any Personal Savings Allowance that applies to you, you may have to pay tax on it. You'll need to do this directly with HMRC.

If we have to pay HMRC tax on interest that we have paid gross to you, you'll have to reimburse us for this amount when we ask for it.

Taxes or costs may apply that aren't paid through us or charged by us.

### 10. What happens if your account falls below zero

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Your account won't usually fall below zero because we don't provide overdrafts on accounts. But this might happen if we need to take money out of your account in certain situations and there isn't enough money in your account to cover it.

#### When might this happen?

This might happen if:

- a cheque you've paid into your account bounces
- you make a debit card payment 'offline' (for example, when you're on a plane)
- we take back a refund we've given you because you weren't entitled to it
- we take fees from your account.

#### What you must do

If this happens, we'll treat you as having borrowed the money from us, but we won't charge you for this borrowing. You must repay this amount 'on demand'. This means you must pay it back immediately when we ask you to.

We may not make any more payments for you until you pay the money back.

# Section E - Our relationship

## 11. Keeping in touch

### How you can contact us

Here are the details if you need to contact us for any reason.

How to contact us	About	Details
Online	Anything	Send us a secure message in Internet Banking
By email	Anything	<b>service@caterallen.co.uk</b>
By phone	Loss or theft of your debit card or security details	If you're in the UK: <ul style="list-style-type: none"><li>◦ 0800 092 3300 during our contact centre opening hours</li><li>◦ 01268 298 807 outside of these times.</li></ul> If you're in another country: <ul style="list-style-type: none"><li>◦ 00 44 114 228 2407</li></ul>
	Anything else	0800 092 3300 in the UK 00 44 114 228 2407 from another country
By post	Anything	Client Team, Cater Allen Operations, Sunderland, SR43 4FB
If you have speech or hearing difficulties	Anything	0800 092 3300 If you have a textphone and wish to use the Relay UK service, further details can be found at <a href="http://relayuk.bt.com">relayuk.bt.com</a>
	<b>Remember!</b> <ul style="list-style-type: none"><li>◦ We'll only communicate with you in English. And we can only deal with communications from you in English.</li><li>◦ If you need information in another format, let us know. You can also find information about this at <a href="http://caterallen.co.uk/support/extra-support/accessibility/">caterallen.co.uk/support/extra-support/accessibility/</a></li></ul>	

### How we'll contact you

We'll need to contact you about your account for various reasons. For example, to let you know if there are changes to your terms and conditions and to send you statements relating to your account.

We'll contact you by post at the most recent address you have given us. If we have your email address, mobile phone number or you're registered for Internet Banking, we may contact you in any of those ways.



#### Remember!

- Communications between us may contain confidential information. If anyone else has access to your email or mobile they may see it.
- It's important you tell us as soon as possible if your contact details change (such as your name, registered address, phone number, other contact details or authorised user's details). If you don't, we won't be responsible if you don't get information or notices from us.

If you don't want us to contact you by email, text or secure message, let us know. We'll stop contacting you in that way and only use the ways you prefer unless the following applies.

- If we need to contact you urgently about your account, we'll use the fastest and most secure way of contacting you. This might happen, for example, if we suspect fraud on your account.
- If we are required by law to contact you in a certain way.

We may still contact you with marketing information using any of these contact methods, unless you have separately told us not to do so.

## Statements

We'll provide you with information about your payments (and any interest or fees on your account) in Internet Banking. We'll update this information each time you make a payment.

We'll also put a statement for your account in Internet Banking at the frequency set out in your specific conditions or that you have requested. If we have your email address, we'll send you a confirmation when your statement is ready. We'll also send you a statement by post at the same frequency.

You can change whether you receive statements on paper and how often you receive them at any time. Contact us if you want to do this.

We'll share your statements with your professional adviser as named in your account application.

If you're a partnership, we'll send statements to the person you've chosen to receive these.

## If you may be subject to tax requirements in another country

To follow the law, we may need to share information about you, your account, and any 'controlling persons' with HMRC. They may pass this on to other tax authorities in other countries. You agree that we can give documents or information to HMRC for this purpose.



### Controlling persons

A 'controlling person' is any individual who exercises control over the company, partnership or trust. In the case of a trust, this could include the settlor, the trustees or the beneficiaries, or anyone with an equivalent role, irrespective of their title.

If we ask you to give us personal information or documents or information about your business or controlling persons so that we can decide if we need to share information with HMRC, you agree to do this within 30 days of our request.

You'll need to let us know if any of this information changes after you give it to us. This includes changes to information about the nature or ownership of your business, or information about any controlling persons. We won't be responsible for any loss you may have if we disclose information about you in this way.

## 12. If you are a partnership

### How this agreement applies to you

Each partner will be separately responsible, and together all partners will be jointly responsible, for any money which is owed to us on the account.

We'll follow instructions we receive from your partners or authorised users as set out in your account mandate.

We'll send notices to the partnership to the person you've nominated to receive these.

### What if you have an argument with your other partners?

We'll continue to operate your account in accordance with your account mandate until one of you tells us in writing that there is a dispute between you. If you tell us there is a dispute, all of you will need to approve any instructions about the account until you provide us with a new account mandate signed by all partners.

This means we may cancel any debit cards and stop each of you (or your authorised users) making payments on your own through Internet Banking or over the phone.

All of you will still be responsible for the account individually and jointly. You must tell us if individual partners want to receive copies of each statement and notice.

### What if one of the partners dies or leaves the business?

The remaining partners may continue to operate the account in the same way as before. The account won't be part of the deceased partner's estate.

If there is only one partner remaining, we may ask you to give us a new account mandate and proof that you have authority to continue operating the account.

## 13. Making changes

This agreement may last for a long time, so we're likely to need to make changes to it from time to time. We might change these terms or your account's specific conditions. This includes the interest rates or fees (such as adding or removing fees) as well as other terms. We have listed below the reasons why we might make changes.

We'll only make changes for these reasons if it's reasonable for us to pass the impact of that change on to you – and we'll never make changes to cover the same cost twice.

### Reasons why we might make changes

- To take account of a change (or a change we reasonably expect) in the interest rates we receive or we have to pay.
  - For example, this could be due to a change in the Bank of England base rate.
- To reflect a change (or a change we reasonably expect) in our underlying costs including any relevant funding costs.
  - For example, this could be due to changes to our borrowing costs or operational costs (such as for our staff or building costs) that need to be allocated across our customer base.
- To take account of a change (or a change we reasonably expect) in law, regulation, industry code or guidance (including any decision by an ombudsman, court, regulator or similar body).
  - For example, this might be where a court or the Financial Ombudsman Service makes a decision which has an impact on our customers. If that happens, we may need to make changes to this agreement to account for it.
- To take account of changes to how we do business, such as the introduction of new technology.
  - For example, this could be to reflect advances in digital banking or the adoption of new ways of processing payments.
- To make our agreement clearer or more favourable to you.
- To reflect a change (or a change we reasonably expect) that affects us if it is reasonable for us to pass the impact of the change on to you.

### Other changes

As our agreement isn't for a fixed period, we may need to make changes without giving you a reason. This could be to our interest rates, fees or other terms. If we do this, we'll give you 2 months' notice before we make the change and let you close your account if you're not happy.

### When we'll tell you about changes

The amount of notice we give depends if your account is a payment account or non-payment account. We explain what these are in Section C - '7. Using third party providers'. If you're not sure what type of account you have, check your Account Fact Sheet or **ask us**.

The tables below explain the types of changes we might make and when (and how) we'll tell you about them.

### Payment accounts

Type of change	When we'll tell you	How we'll tell you
◦ Increase the interest rate we pay you	◦ Within 30 days of making the change	◦ Personally or ◦ By putting a notice on our website
◦ Reduce the interest rate we pay you	◦ At least two months before the change	◦ Personally
◦ Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)	◦ Within 30 days of making the change	◦ Personally or ◦ By putting a notice on our website We'll also put the new rate on your statement once it's changed
◦ Changes to our exchange rates	◦ We'll make the change immediately and without telling you	◦ You can find details of our exchange rates for some currencies online. For details of all currencies, call us.

<ul style="list-style-type: none"> <li>Convert your account to another account in our range. For example, if you no longer qualify for the account or we decide to no longer offer that particular type of account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>All other changes</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>

## Non-payment accounts

Type of change	When we'll tell you	How we'll tell you
<ul style="list-style-type: none"> <li>Reduce the interest rate we pay you</li> </ul>	<ul style="list-style-type: none"> <li>At least 14 days before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>Increase the interest rate we pay you</li> </ul>	<ul style="list-style-type: none"> <li>Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally or</li> <li>By putting a notice on our website</li> </ul>
<ul style="list-style-type: none"> <li>Changes to an interest rate that tracks an external reference rate (such as the Bank of England base rate)</li> </ul>	<ul style="list-style-type: none"> <li>Within 30 days of making the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally or</li> <li>By putting a notice on our website</li> </ul> <p>We'll also put the new rate on your statement once it's changed</p>
<ul style="list-style-type: none"> <li>Changes to our exchange rates</li> </ul>	<ul style="list-style-type: none"> <li>We'll make the change immediately and without telling you</li> </ul>	<ul style="list-style-type: none"> <li>You can find details of our exchange rates for some currencies online. For details of all currencies, call us</li> </ul>
<ul style="list-style-type: none"> <li>Convert your account to another account in our range. For example, if you no longer qualify for the account or we decide to no longer offer that particular type of account</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>
<ul style="list-style-type: none"> <li>All other changes</li> </ul>	<ul style="list-style-type: none"> <li>At least two months before the change</li> </ul>	<ul style="list-style-type: none"> <li>Personally</li> </ul>



### What we mean when we say we'll tell you personally?

This means we'll send you a notification about the change. We may do this in any of the ways we contact you, such as by post, email, statement insert, secure message in Internet Banking or text.

## If you're not happy with changes to your account

If you're not happy with a change relating to your account which we tell you about in advance, then you can close your account – we won't charge you for doing this. How this works depends on the account you have and the change.

Unless you tell us within these timings, we'll assume you've accepted the change we've told you about.

The type of account you have	When you must tell us you're not happy
Payment account	Before the change takes effect.
Non-payment account	<p><b>If the change is to an interest rate or fee</b> Before the change takes effect. Or, within 30 days from when we tell you about the change if we give you less notice than this.</p> <p><b>For any other changes</b> Before the change takes effect. Or, within 60 days from when we tell you about the change if we give you less notice than this.</p>



## 14. Transferring this agreement to another person

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### What we can do

We can transfer any of our rights or responsibilities under this agreement to another person. For example, we may do this if you don't repay money you owe us and we appoint someone to collect this.

### You can't do this

You can't transfer any of your rights or responsibilities to anyone else. For example, you can't use your account as security for money you borrow from someone else.

## 15. When we may not be able to provide our services

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We'll do our best to do what we say we will do in these terms. But there may be cases where we can't.

We won't be responsible for any losses you may have if we can't do what we were meant to do in the following situations.

- Something outside our control has happened which wasn't normal and we couldn't have predicted. And we wouldn't have been able to stop it from affecting you even if we tried our best to.
- We would be breaking a law or regulation if we did.

## 16. The law and courts which apply to this agreement

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### Which law applies?

English law.

### Which courts will judge any disputes?

Usually this'll be the courts of England and Wales unless your business is registered in Scotland or Northern Ireland. If so, you can use that country's courts too.

### Making a complaint

If you're unhappy with our service for any reason, please contact us. We'll try to resolve your issue as quickly as we can.

You can also get further information on our complaints process on our website or in our Complaints Leaflet. Ask us if you'd like a copy of this.

If you're not happy with how we deal with your complaint, you may be able to refer it to the Financial Ombudsman Service (FOS).



#### For details of how to complain to the FOS

Check: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

Under the Payment Services Regulations we have legal requirements to provide you with certain information about your transactions and how we operate your account. If you think we have failed to meet these requirements, you can complain to the (FCA).



#### For more information on how to do this

Check: [fca.org.uk/consumers/how-complain/report-payment-services-e-money-firm](https://www.fca.org.uk/consumers/how-complain/report-payment-services-e-money-firm)

# 17. Closing your account or ending this agreement

This agreement will last until you or we end it.

## How you can do this

If you want to close your account or end this agreement, then you need to tell us in accordance with your account mandate.

- You can close your account during your 'cancellation period' if you change your mind. This is 14 days starting from the day after we confirmed your account is open. We'll give you back the money in your account and any interest you earned before cancelling.
- You can also do this at any time online or by phone.

## When we can do this without telling you

In some situations we may close your account or end this agreement immediately without telling you first. We'll only do this if we reasonably believe that:

- You haven't acted in the way you agreed in these terms. Either more than once or in a serious way. For example, this would include if you don't provide us with information we've reasonably asked for on more than one occasion.
- You've behaved abusively, offensively or violently towards our staff. Or, you use abusive or offensive language in instructions you give us.
- You've become bankrupt.
- You've misused your account. This will include, for example, if you use your account for:
  - a personal purpose
  - looking after someone else's money when you haven't agreed this with us
  - economic crime (such as money laundering, fraud, bribery, corruption, terrorism finance) or avoiding sanctions.
- You've acted dishonestly or you give us false or misleading information.
- You ignore repeated warnings we give you relating to dishonest schemes (such as scams or fraud risks on your account).
- You've acted fraudulently or illegally.
- You owe us money on your account where you are, or become, an RFI.
- Keeping your account open may cause us to breach or not follow any law, regulation, court order, code or other duty that applies to us. Or, it means we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.

## How we can do this by telling you in advance

If we want to close your account or end this agreement in any other situation, we'll always give you 2 months' notice before we do this.

## What happens if you or we close an account

Before an account is closed, we'll:

- take any money you owe us, including fees or interest which haven't yet been charged to your account
- take any money we need to make any payments you have asked us to make before the account is closed
- cancel any payments which are to be made in the future after the account is closed.

Unless we can't for legal reasons, we'll then send you the money in your account (plus any interest we owe you).

If you ask to close an account, we'll only close it and send you any money after you have paid off everything that you owe us. If we close an account and you still owe us some money, we'll freeze your account and this agreement will continue until you've paid everything that you owe us. We'll then close your account.

You should destroy any debit cards or chequebooks we have given you.

For certain accounts, when your account is closed, we'll provide you with access to information on the payments you've made for the last 5 years. You can tell us if you don't want this. You can also ask us about the payments you made for up to 5 years after the account is closed. We only do this for certain accounts – check your Account Fact Sheet for details about whether this applies to your account. In some cases, we won't be able to provide this information. For example, if you haven't used your account for 5 years so there isn't any payment information or we've closed your account because you've acted illegally or fraudulently.

## When we won't return the money to you

We may keep money in your account and not pay it to you in some situations.

We'll only do this if another person claims that the money belongs to them or you don't address any concerns we have about the origin of the money.

If this happens, we'll freeze your account so you won't be able to access it. These terms will continue to apply. We'll continue to hold the money until these issues are resolved.

## Part 2 - Important information about your account

### Compensation arrangements

We're covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including most individuals and businesses, are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website [FSCS.org.uk](https://www.fscs.org.uk). Or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

### Our regulatory status

Cater Allen Private Bank is the name used for banking services provided by Cater Allen Limited. Registered Office: 2 Triton Square, Regent's Place, London, NW1 3AN. Registered in England and Wales number 383032. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Financial Services Register number is 178737. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](https://www.fca.org.uk/register). Cater Allen Limited is part of the Santander group. Cater Allen and the flame logo are registered trademarks.

All deposits with us are fully guaranteed by Santander UK plc. Please contact us if you require further details of this guarantee.

### Agents

Although we may pay commission to professional advisers who introduce business to us, those advisers do not act as our agent in doing so. We're not responsible for any information or advice which might be given to you by a third party.

## Alternative formats

Cater Allen Private Bank can provide literature in alternative formats. The formats are: large print, braille and audio CD. If you'd like to register to receive correspondence in an alternative format contact us on **0800 092 3300**. If you are deaf, have hearing loss or speech loss, please use Relay UK at [relayuk.bt.com](https://www.relayuk.bt.com). This is a free service that can help you communicate over the phone.

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