# Savings Terms and Conditions

Effective 28 November 2022



### How to use this document

This document contains the Terms and Conditions for all of Castle Trust Bank's accounts.

The General Terms and Conditions section (pages 3 to 26) applies to all accounts. For additional Product Specific Terms and Conditions, please refer to the relevant section:

Fixed Rate e-Account Product Specific Terms and Conditions (pages 27 to 36)

Fixed Rate accounts (pages 37 to 47)

Easy Access accounts (pages 48 to 55)

Easy Access Maturity accounts (pages 56 to 61)

Housa accounts (pages 62 to 85)

# General Terms and Conditions

Effective 28 November 2022



# General Terms and Conditions

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### 1. Introduction

- 1.1. This document contains the general terms and conditions (the "General Terms and Conditions") applicable to our Fixed Rate Saver, Fixed Rate Cash ISA, Fixed Rate e-Saver, Fixed Rate e-Cash ISA, Easy Access Savings, Easy Access Cash ISA, Easy Access Maturity Savings and Easy Access Maturity ISA (each a "Product" and together the "Products").
- 1.2. Separate terms apply to each individual Product. The General Terms and Conditions should be read in conjunction with the Product Specific Terms and Conditions (as defined below). If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.
- 1.3. Please read the General Terms and Conditions carefully. If you want to refer to them in future, you can access them on our website at www.castletrust.co.uk, via online banking, on our mobile banking app, by telephone on 0808 164 5000 or by post at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 1.4. We will deal with you solely on an execution only basis which means that we do not provide any advice to you in relation to your application for any of the Products. By accepting your application for any of the Products, we are not confirming that the Product you have selected is suitable for you. If you are in any doubt about any of our Products and their suitability to you, please speak to your financial adviser.
- 1.5. In this agreement:
  - a. "AER" means Annual Equivalent Rate;
  - b. "Account Opening Date" means the date when all Verification Checks are successful, and the application is accepted;

- c. "Business Day" means Monday to Friday excluding English Bank Holidays;
- d. "Cancellation Event" means a customer instruction which would result in us breaching a law, regulation or sanction;
- e. "Castle Trust Bank" means Castle Trust Capital plc, a company incorporated in England and Wales with company number 07454474 and registered office at 10 Norwich Street, London, EC4A 1BD. Castle Trust Capital plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under reference number 541910;
- f. "Cooling Off Period" means a 14-day period from your Account Opening Date within which you can cancel your account without giving any reason and without incurring any charges;
- g. "e-Accounts" means accounts where transaction and contact methods are limited to the Self Service Portal and Mobile App only;
- h. "Early Exit" means an accepted request from a customer upon which a customer is allowed to withdraw money from a Fixed Rate Account before the end of the term;
- i. "Early Exit Fee" means the fee payable in connection with an Early Exit which is equivalent to any unpaid interest on the amount being withdrawn;
- j. "Easy Access Accounts" means any Easy Access Savings Accounts and Easy Access Cash ISA Accounts;
- k. "Fixed Rate Accounts" means any Fixed Rate Saver Accounts, Fixed Rate Cash ISA Accounts, Fixed Rate e-Saver Accounts and Fixed Rate e-Cash ISA Accounts;

- I. "Funding Period" means the 14-day period within which it is possible to fund the Fixed Rate Account;
- m. "Household" means related accountholders registered at the same UK address;
- n. "ISA Products" means any Fixed Rate Cash ISA, Fixed Rate e-Cash ISA, Easy Access Cash ISA and Easy Access Maturity ISA;
- o. "ISA Early Exit Fee" means a fee payable in connection with ISA transfers occurring before the end of the fixed term period;
- p. "Maturity Accounts" means any Easy Access Maturity Accounts and Easy Access Maturity ISA Accounts;
- q. "Mobile App" means the self-service platform accessed via the Castle Trust Bank mobile app;
- r. "Nominated Account" means a UK based current account, held in the name of one or both of the applicants, that will be used as the receiving account for any withdrawals from your Castle Trust Bank account;
- s. "Privacy Policy" means the form of Castle Trust Bank Privacy Policy active at the date of the General Terms and Conditions;
- t. "Product Specific Terms and Conditions" means the Fixed Rate Account Product Specific Terms and Conditions, Fixed Rate e-Account Product Specific Terms and Conditions, Easy Access Account Product Specific Terms and Conditions and Easy Access Maturity Account Product Specific Terms and Conditions;
- u. "Self Service Portal" means the self-service platform accessed via the Castle Trust Bank website;

- v. "Summary Box" means the additional document containing the key information applicable to each Product, to be read in conjunction with the General Terms and Conditions and the relevant Product Specific Terms and Conditions;
- w. "we", "our" and "us" means Castle Trust Bank; and
- x. "you" and "your" means our customer.

# 2. Confidentiality and data protection

#### Privacy

- 2.1. Your privacy is important to us and the information you give us is treated confidentially, in line with data protection laws.
- 2.2. Where necessary, and to help us improve our Products or service delivery, we may share your information with parties outside of Castle Trust Bank. Our Privacy Policy explains how we obtain, use and keep your information safe. We'll provide you with a copy of the Privacy Policy when you open your account, or you may find it on our website at www.castletrust.co.uk. We will not share your personal information for marketing purposes without obtaining your prior consent to do so.

#### How to contact us

- 2.3. You can contact us in the following ways:
  - Online via the Self Service Portal or the Mobile App;
  - Email us at savings@castletrust.co.uk;
  - Phone us on (Freephone) 0808 164 5000; and
  - Send a letter to: Castle Trust Bank, PO Box 78430, London, N17 1HE.

Our team is available Monday to Friday 9am to 5pm.

2.4. Please note that you may not be able to use all of these options for certain Products. Please refer to the relevant

Product Specific Terms and Conditions for the application process applicable to a relevant Product.

#### How we'll contact you

- 2.5. Where possible, we'll contact you in line with your communication preference. Communication can be via post, email, secure message, messaging within the Mobile App, push notifications, SMS or over the telephone.
- 2.6. We cannot guarantee that all letters, text messages and emails sent as part of our service will be received in a timely manner (or in exceptional circumstances at all) due to factors outside of our control.
- 2.7. You should inform us as soon as possible if any of your contact details change.
- 2.8. All the information we give you and all communications from us will be in English. We'll only accept communications and instructions from you in English.

### 3. Account basics

#### **Availability of Products**

3.1. All of our Products are subject to availability and, from time to time, we may be unable to offer you a specific Product or open an account once you have submitted an application. Where this happens, we will contact you to advise you of any alternative options available.

#### Eligibility

- 3.2. To open any Castle Trust Bank Account, you must:
  - be 18 or older;
  - be a UK resident;
  - have a National Insurance number or equivalent Tax Identification Number;

- · have a UK mobile number and a valid email address; and
- have a UK based current account in the name of one or both accountholders (your **Nominated Account**).
- 3.3. When applying for a joint account we will require details of both applicants at all stages of the process.
- 3.4. The Products are currently offered only to private individuals and not to companies, partnerships, LLPs, any other entity for commercial purposes, charities and not-for-profit organisations.

#### **Application**

- 3.5. Most Products can be applied for by the following methods:
  - online by visiting the Castle Trust Bank website at www.castletrust.co.uk;
  - if you are an existing Castle Trust Bank customer, online via the Self Service Portal or Mobile App;
  - by phone, calling us on 0808 164 5000, Monday to Friday
     9am to 5pm; and
  - by post, as detailed on the application form.
- 3.6. Please note that you may not be able to use all of these options for certain Products. Please refer to the relevant Product Specific Terms and Conditions for the application process applicable to a relevant Product.
- 3.7. You can appoint a representative via Power of Attorney in order to apply for any of the Products; however any legally appointed representative would need to provide relevant documentation to us with an application.
- 3.8. As part of your application you are required to sign up for online banking. If you have applied by phone, you will be sent details of how to set up your online account in your welcome pack.

#### Authorised representatives

3.9. You can authorise another person to apply for or run the account on your behalf (for example by appointing a Power of Attorney). If you do, we will deal with your authorised representative as if it were you for the purposes of these Terms and Conditions.

#### Onboarding

- 3.10. When you apply for any of the Products, you will be requested to provide the following basic personal information for all accountholders:
  - · your name;
  - · date of birth;
  - National Insurance number or equivalent Tax Identification Number;
  - current address;
  - address history for the previous three months prior to the application; and
  - contact details (email address and phone number).
- 3.11. If you are the second applicant on a joint application, once the application is successful and the account has been opened, we will send you a letter by post providing you with the online banking credentials.
- 3.12. We will use the information provided at the time of application to carry out checks that are required for regulatory purposes including, but not limited to:
  - · Identity verification;
  - Fraud detection;
  - · Anti-money laundering checks; and
  - Bank account ownership checks. (each a "Verification Check" and together, the "Verification Checks").

- 3.13. If the Verification Checks are unsuccessful, depending on the nature of the failure and on a case-by-case basis, we may:
  - · open your account, but not make it fully operational; or
  - · contact you to request further information.
- 3.14. We reserve the right not to offer a Product or open an account based on the information we have collected or upon unavailability of any of the Products. Where we decide not to open an account, we may not always be able to share the reason with you.
- 3.15. While we endeavour to open an account as quickly as possible, we do not accept liability for loss of interest while we conduct our Verification Checks or if we reject or are unable to accept your application.

#### Paying into or from your account

- 3.16. There is a minimum and maximum funding limit for each Product (please see the section "Account limits").
- 3.17. Not all methods of funding are available for all Products. You should refer to the relevant Product Specific Terms and Conditions for detailed terms applicable to each Product.
- 3.18. If payment is received outside of normal working hours, it will be applied the following working day.
- 3.19. Payment must be funded from either the **Nominated Account** or another eligible Castle Trust Bank account held in your name.
- 3.20. ISA Products may also be funded by ISA Transfer, subject to this funding method being available at the time of application. Please check our website to see if ISA Transfers are available.
- 3.21. If we have reason to believe a payment to or from your account might break any law, regulation or sanction, we reserve the right to accept or reject the payment or delay

processing the payment until further Verification Checks are satisfied. We may not always be able to notify you of a delay, or advise you of the reason for delay.

#### **Account limits**

- 3.22. Each Product has a minimum and maximum funding limit. Please refer to the Summary Box at www.castletrust.co.uk for details of the limits on each Product.
- 3.23. You can accrue interest above the maximum balance amount; however, you cannot place money into your account greater than the maximum balance value.
- 3.24. You can hold a maximum balance of £1,000,000 across your accounts per Household.
- 3.25. ISA Subscription limits are subject to current ISA rules.
- 3.26. Withdrawal requests that would result in the account balance falling below the minimum balance for the Product will be treated as a request to close the account and we will return the remaining money to you. The minimum balance for each Product is detailed within the relevant Summary Box.
- 3.27. Please refer to the Product Specific Terms and Conditions for detailed terms applicable to each individual Product.

#### **Statements**

3.28. We'll provide statements annually on the anniversary of the opening of your account and, for **Fixed Rate Accounts** and **Fixed Rate e-Accounts**, also at the end of the fixed period. You can also request a statement at any time using a contact method appropriate to your account, or download a statement online.

#### Changing your mind

3.29. If you decide not to continue with your account within the Cooling Off Period, we will return the money to you in the same way we received them. If, for any reason, we are unable to return the money this way, we will send you a cheque.

#### Closing your account

- 3.30. If you decide to close your account outside of the **Cooling**Off Period, we will calculate the amount due to you less any
  Product Specific Early Exit Fees or ISA Early Exit Fees. The
  balance of the money will be transferred to your Nominated
  Account or another Easy Access Savings Account you
  own except if there is no valid Nominated Account or Easy
  Access Savings Account, in which case the money will be
  returned by cheque addressed to the accountholder or
  accountholders.
- 3.31. For full details on when and how you can close your account, please refer to the relevant Product Specific Terms and Conditions.

#### When we can close your account

- 3.32. We reserve the right to close your account immediately and without notice, if you:
  - no longer meet our eligibility criteria for that specific Product;
  - have given us false or misleading information;
  - have used (or could be using) the account for an illegal purpose, or allowed someone else to do this; or
  - instruct us to do something that would cause us to break any law, regulation or sanction or that would result in a Cancellation Event.
- 3.33. Upon the occurrence of a **Cancellation Event**, we may not return the money into your account, or in the event that we do return the money into your account, the payment may not include interest.

# 4. Obligations and liabilities

- 4.1. You must notify us as soon as is practicably and reasonably possible if you believe there has been an unauthorised transaction on your account, or your security details have been compromised. Our contact details are set out in section 2.3 of these Terms and Conditions.
- 4.2. You will be liable for any losses arising from unauthorised transactions if you:
  - have acted fraudulently; or
  - have told anyone (apart from your authorised representative) your password or other security information; or
  - have deliberately or with gross negligence failed to keep your password or other security information secret and/or safe. You will not be liable for any losses arising as a result of gross negligence, deliberate breach of our obligations or fraud by us.
- 4.3. Where written instructions are provided, we shall take reasonable steps to confirm that those instructions are genuine which may include contacting you by telephone or electronic means. If in any case we agree to accept instructions by telephone or electronic means, having taken reasonable steps to identify them, we may assume the identity of the caller or sender is genuine, unless it shall be obvious that he or she was not a genuine caller or sender.
- 4.4. If we cannot provide our service due to abnormal and unforeseen circumstances beyond our control we will, where possible, take such reasonable steps as we can to bring those circumstances to an end. We shall not be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision or our services caused by such circumstances.

4.5. We do not accept liability for any scenario where the value of your account could have been increased, or where the value of your account was reduced through delays incurred outside of our control, or by delays arising through our carrying out Verification Checks or otherwise taking reasonable steps to comply with our regulatory or contractual obligations.

#### Records of instructions we've received

- 4.6. We keep written records of all the instructions received from you and record all of the telephone communications.
- 4.7. In case of a dispute or a complaint, unless there's an obvious error, our own records of what you've asked us to do are conclusive.

#### Tax status

- 4.8. We currently report to HMRC and in order to meet our tax reporting obligations we may need to disclose your personal information.
- 4.9. It is your responsibility to tell us if you are required to pay tax or report to tax authorities in other countries. If your circumstances change and impact your tax status please let us know straight away.

# I 5. Transferring the agreement and waiving our rights

#### When the agreement may be transferred

5.1. We can transfer any of our rights and duties under this agreement to another person. We may also arrange for any other person to carry out our rights or duties under this agreement. This will not affect your rights under this agreement or your legal rights.

- 5.2. In the event that we transfer our rights or duties, you may read these General Terms and Conditions such that any reference to "we", "us" or "Castle Trust Bank" in this agreement also means the party/parties we have transferred our rights or duties to.
- 5.3. You may not transfer or charge the benefit of this agreement to anyone else.

#### Waiving our rights

5.4. In the event that you do not operate your account within the agreed terms and conditions, we may pursue the recovery of any losses arising from your actions. Even if we decide not to take action at the time, we reserve the right to take action at any point in the future.

# I 6. Notices, communications, change of details

- 6.1. You should send any notices (including cancellation notices), requests for information or instructions for us using a contact method appropriate to your account:
  - Online via the Self Service Portal or Mobile App;
  - Email us at savings@castletrust.co.uk;
  - Phone us on (Freephone) 0808 164 5000; and
  - Send a letter to: Castle Trust Bank, PO Box 78430, London, N17 1HF.

Our team is available Monday to Friday 9am to 5pm.

6.2. Please note that you may not be able to use all of these options for certain Products. Please refer to the relevant Product Specific Terms and Conditions for the application process applicable to a relevant Product.

If you contact us by email we may contact you to confirm your instruction is genuine and for certain instructions, we

- may need to ask you to submit these by telephone or where appropriate through the secure message facility in our Self Service Portal.
- 6.3. We will send any notices or other correspondence to the address you have given in your application or to a new permanent residential address provided you have notified us of the change. You should notify us of any change of name or address as soon as possible, providing us with appropriate supporting documentation, e.g. in the case of a change of name, the deed poll or marriage certificate.
- 6.4. All communications sent to you by us will be treated as received by you two **Business Days** after posting unless sent electronically in which case they will be treated as if received instantly.
- 6.5. Any documents or cheques sent to you by us and any documents or cheques sent by you to us will be sent at your own risk and we accept no liability prior to receipt of any document or cheque or after despatch of any document or cheque to you.
- 6.6. We will not send you any documents if their distribution may be prohibited by any applicable law.
- 6.7. For your protection and to help us improve our service we may record and monitor phone calls.

# 7. If things go wrong

#### If you have a complaint

- 7.1. If something's concerning you or you need to make a complaint, we'll do our best to put things right.

  Our complaints procedure can be found on our website www.castletrust.co.uk.
- 7.2. To make a complaint, you can:
  - · Call us on (Freephone) 0808 164 5000,

- Monday to Friday 9am to 5pm,
- Send us a secure message via the Self Service Portal or Mobile App,
- Email us at savings@castletrust.co.uk or
- Write to us at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 7.3. If you have a complaint and aren't satisfied with how we deal with it or it's been over eight weeks since you raised it, you can refer your complaint to the Financial Ombudsman Service. There are details of how to do this at www.financial-ombudsman.org.uk but we'll also give you these details at the time.

#### Our supervisory authority

7.4. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 541910.

#### Compensation scheme

- 7.5. Your account is protected by the Financial Services
  Compensation Scheme (FSCS). The current FSCS limit
  (£85,000) relates to the combined amount in all of your
  accounts with Castle Trust Bank, including your share of any
  joint account, and not to each separate account.
- 7.6. You can find out more about how the scheme works, and how much of your savings this covers in the FSCS information sheet in your welcome pack, or by visiting www.fscs.org.uk.

# 8. Online and mobile banking

8.1. With online banking and mobile banking, you can access information about your account, give us instructions, set up alerts and use other functions that we make available from

time to time.

- 8.2. We will provide or ask you to set security details for access to online banking and mobile banking. These could include a password, security code or memorable information. We may change these requirements at any time.
- 8.3. If you are a joint accountholder, each person named on the account can register for online banking and mobile banking. Each joint accountholder will have separate security details to access and use the service.
- 8.4. You can access online banking by logging on at our website www.castletrust.co.uk.
- 8.5. You can access mobile banking using the Mobile App (available on Android and iOS).
- 8.6. Between the hours of midnight and 7am the Self Service Portal will show the status and balance of your account as at midnight. During that time, you will not be able to make amendments to your accounts, add or withdraw your money, transfer money, change details or open additional accounts.

# I 9. The mobile banking app end user licence agreement

- 9.1. You use the mobile banking app under licence from us on the terms set out below. This licence is non-transferable, non-assignable and non-exclusive.
- 9.2. You are not permitted, and will not be able to download, install or use the Mobile App on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we detect that your device has been

jail-broken, rooted or had its security settings compromised in any other way we shall be entitled to prevent you from using the mobile banking app.

- 9.3. In using the app, you must:
  - a. use the app only on a device that you own or control and only to access the mobile banking service;
  - b. not sub-licence, assign or claim to exercise any rights in relation to the app;
  - c. not copy or reverse engineer, amend, alter or adapt any part of the app, and
  - d. accept the terms of this licence without making any amendment to them.
- 9.4. The licence commences when you first install the Mobile App and will continue until you stop using mobile banking. If you stop using mobile banking, you should delete the Mobile App from your devices. By using the app, you will be deemed to accept the terms of this licence.
- 9.5. Any updates to the Mobile App will be made available through the Apple App Store and Google Play or other application stores the Mobile App is available from. We will not be responsible for providing updates to you in any other way.
- 9.6. We are solely responsible for the Mobile App and should you wish to raise any complaint concerning the operation of the Mobile App, you should contact us rather than the relevant app store.
- 9.7. If a third party claims that the Mobile App or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.
- 9.8. By using the Mobile App, you confirm that you are not located in a country which is subject to any embargo by the

- United States of America ("the US") or which is considered a terrorist-supporting country by the US and you are not prohibited from accessing the app as a result of being listed on any US Government restricted parties lists.
- 9.9. You understand that by using the Mobile App the authorised app providers and their subsidiaries are third party beneficiaries of the licence and may enforce the licence in this capacity.

# I 10. Access to online and mobile banking

- 10.1. We may make changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message on our website, via your mobile device, or by text, email or post.
- 10.2. You are responsible for maintaining your computer or mobile device, for ensuring that it is compatible with the particular service and for downloading the latest version of the app.
- 10.3. Occasionally, we may need to carry out maintenance that could limit the availability of the services. As far as is possible, we will provide you with advance notice of any scheduled maintenance. While we will limit service downtime, we do not accept liability for any losses arising from the services being unavailable.
- 10.4. We shall use reasonable endeavours to keep the services free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the services. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

# I 11. One time passcodes

- 11.1. In order to access many aspects of the services you will need to register your mobile phone number and email address to receive one time passcodes ("OTP") that we will send to your phone or email address. You will need to input this code to verify and complete certain transactions.
- 11.2. You must take all reasonable precautions to prevent anyone else from accessing the passcode and must never disclose it to anyone, even if they claim to be our employees or agents or the police. We will never ask you to disclose your OTP.

# I 12. Security

- 12.1. You must take reasonable security precautions to keep your account safe when using mobile banking or online banking, including:
  - a. not choosing a PIN or other security details which may be easy to guess, such as your date of birth;
  - memorising security details or writing them down only in a way that cannot be understood by others (you should not store them on your device);
  - c. only providing security details to us when asked through mobile banking or online banking (we will ask for details if you call us but will never ask for them over email);
  - d. only responding to an email if you are confident it came from us (we will address emails to you personally and quote your postcode or last four digits of the account number to identify ourselves);
  - e. only accessing our mobile banking or online banking service via our website or app (you should never go to our online banking service from a link in an email and enter your security details);
  - f. ensuring any information shown or stored on your

- device is kept secure, that the device is locked when you are not using it and that you log out when exiting the service;
- g. protecting your device with up-to-date anti-virus and firewall software; and
- h. not accessing your account from a device using public Wi-Fi.
- 12.2. Our digital services may use your location data or information about your device in order to prevent and detect fraud. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.
- 12.3. Further details on keeping your accounts safe can be found on our website and at www.getsafeonline.org. You must follow any other the guidance we give you about keeping your security details and mobile device or computer secure.
- 12.4. If you receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to savings@castletrust.co.uk.
- 12.5. You must contact us immediately if:
  - 12.5.1. you believe someone else knows your security details or think they have been misused;
  - 12.5.2. you change your phone number;
  - 12.5.3. your phone is lost or stolen; or
  - 12.5.4. you have received a text or email confirming a change to your account and you have not asked to change your details.
- 12.6. If you don't follow these procedures, we may withdraw or suspend your ability to access online banking or mobile banking until we are satisfied that your account is secure.

# I 13. Using the service abroad

13.1. Online banking and mobile banking services use a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using the services from outside the UK.

# I 14. Termination and suspension of services

- 14.1. You can cancel your online banking and mobile banking service for all accounts other than Fixed Rate e-Accounts at any time by calling us or writing to us at Castle Trust Bank, PO Box 78430, London, N17 1HE. In the case of Fixed Rate e-Accounts, the online banking service cannot be cancelled.
- 14.2. If you cancel online banking, you will not be able to access any online-only accounts and you will no longer be able to use mobile banking.
- 14.3. You can end your use of mobile banking at any time by deleting the app from your device.
- 14.4. We may terminate your use of any of the services at any time by giving you at least two months' written notice (including email or text alerts). We may also terminate or suspend your use of the services if we terminate or suspend your use of your accounts in accordance with the account terms.

### 115. Bereavement

- 15.1. In the event of Castle Trust Bank being notified of death of an accountholder, we commit to dealing with the situation in a compassionate and understanding manner.
- 15.2. When notified of a death associated with an account we will

- ask the notifier to provide legal documents a) evidencing the death; and b) confirming the authority of the executor on the account. Depending on the value of the holdings, we may need to request a Grant of Probate before repaying any funds.
- 15.3. When acting upon the instruction of the executor on a sole account, we will:
  - 15.3.1. transfer the account balance in accordance with the instructions of the executor;
  - 15.3.2. alternatively, the executor may instruct us to retain the account balance until the account matures.
- 15.4. In relation to ISA Products, we do not allow the transfer of the ISA to a surviving spouse or civil partner. We will, however, provide the relevant valuations upon the request of an alternative ISA provider, selected by the spouse or civil partner, to facilitate the transfer of the Additional Permitted Subscriptions in accordance with HMRC rules.
- 15.5. When notified of a death associated with an account, we will take reasonable steps to ensure that online services and notifications are terminated.

# I 16. Changes to these conditions

- 16.1. We can change any of these terms and conditions, including introducing or changing levels of fees, provided we give you at least two months' notice in advance of the change.
- 16.2. We may also make changes to the Self Service Portal or Mobile App from time to time. We may ask you to agree to these changes through the website or app, for example software updates or improvements in functionality.

16.3. We can give you notice of any changes on the log in page of the Self Service Portal, via the Mobile App, by post, email, text or by any other means we agree with you.

# I 17. Enforcement and jurisdiction

17.1. These legal terms (English law applies, and disputes will be settled by English courts) are between you and Castle Trust Bank.

# Fixed Rate e-Account Product Specific Terms and Conditions

Effective 28 November 2022



These Terms and Conditions are only applicable to Castle Trust Bank **Fixed Rate e-Saver** and **Fixed Rate e-Cash ISA** Accounts and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Fixed Rate e-Account** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

# How do I open my account?

- 1.1. You can apply for a **Fixed Rate e-Account**:
  - Online by visiting the Castle Trust Bank website at www.castletrust.co.uk;
  - Via the Self Service Portal for customers who have registered for this service;
  - Via the Mobile App if you have already registered for the Self Service Portal.
- 1.2. You can appoint a representative via Power of Attorney in order to apply for a **Fixed Rate e-Account**; however any legally appointed representative would need to provide relevant documentation to us with an application.
- 1.3. Applications for a **Fixed Rate e-Saver** can be made by a maximum of two applicants. Additional accountholders may be added to the account at any time until the end of the **Funding Period**.
- 1.4. Applications for a **Fixed Rate e-Cash ISA** can be made by one applicant only and are subject to eligibility criteria. Please see the section "Is my account eligible for ISA status?".

# How do I manage my account?

- 1.5. This account is designed to be managed solely online. You can manage your account in a number of ways:
  - Online via the Self Service Portal and the Mobile App;

- By secure message through your online account; and
- By sending an email to us at savings@castletrust.co.uk.
- 1.6. If you get in touch via email, we may contact you to confirm your instruction is genuine and for certain instructions, we may need to ask you to submit these through the secure message facility in our Self Service Portal.
- 1.7. The online banking service cannot be cancelled for this type of account.

# How do I fund my account?

- 1.8. Please refer to the latest Summary Box available at www.castletrust.co.uk for specific **Fixed Rate e-Accounts'** funding limits.
- 1.9. Deposits can only be made during the Funding Period. You can fund your account in the following ways:
  - By bank transfer from your Nominated Account. Please note that CHAPS payments are not a compatible payment method for your savings account. Funds not received from your Nominated Account, or from another Castle Trust Bank account, will be automatically returned. Funds paid into your account from any account other than your Nominated Account will be automatically returned; and
  - From another Castle Trust Bank account.
- 1.10. The **Funding Period** lasts 14 days and begins on the **Account Opening Date** which is the day when all the **Verification Checks** are successful, and your application is accepted.
- 1.11. If you don't make a deposit within the **Funding Period**, or if the total of the deposits you have made in the **Funding Period** does not meet the minimum balance, we will:
  - close your account;
  - return your funds to you; and

- interest will not be paid if the funds do not meet the minimum balance.
- 1.12. Multiple deposits are allowed during the **Funding Period**, subject to the maximum funding limit of the Product and the £1,000,000 maximum balance per **Household**.
- 1.13. We may, at our discretion, accept deposits received after the **Funding Period**.

# Can I change my mind?

- 1.14. If you decide to cancel your account during the **Cooling Off Period**, you don't need to give us a reason and we won't charge you a cancellation fee.
- 1.15. You can contact us in the following ways to cancel your account:
  - Sending us a secure message via your online account or through our Mobile App; or
  - Emailing us at savings@castletrust.co.uk
- 1.16. If you cancel your account during the **Cooling Off Period**, you won't receive any interest on your deposit for the time it was in your **Fixed Rate Account**.
- 1.17. When we receive your cancellation instruction, we'll return your funds to your **Nominated Account**.
- 1.18. If, for any reason, we can't return your funds by this method, we'll send you a cheque to the address on your application.

# Can I close my account early? (Early Exit)

- 1.19. If you ask us to close a **Fixed Rate e-Account** outside of the **Cooling Off Period**, and before the end of the term, we'll consider your request at our discretion. Generally, we'll only allow an account to be closed early in the following circumstances:
  - Death of a sole accountholder; or

- Other exceptional circumstances, for example, where you encounter and can demonstrate financial hardship.
- 1.20. If we accept your account closure request, we may apply an **Early Exit Fee** and we'll return your funds by bank transfer to your **Nominated Account**. If, for any reason, we can't return your funds to your **Nominated Account**, we'll send a cheque to the address on your application.
- 1.21. If you ask us to close a **Fixed Rate e-Cash ISA** early, please see the section "Can I make withdrawals from or close my ISA?".

## Can I withdraw my money?

- 1.22. Withdrawals from your account are <u>not</u> permitted at any time for a **Fixed Rate Saver e-Account**.
- 1.23. Withdrawals are permitted for a **Fixed Rate e-Cash ISA**, but are subject to an **ISA Early Exit Fee** (please see the section "Can I make withdrawals from or close my ISA?").

## How long is my account fixed for?

- 1.24. Your account is fixed for a specific length of time ("the term"), determined by the Product you applied for. The term begins on the **Account Opening Date**. The term for your account is set out in your welcome letter.
- 1.25. Account applications are subject to Product availability and specific terms may change from time to time.
- 1.26. Please refer to the latest Summary Box available at www.castletrust.co.uk for available terms on **Fixed Rate e-Accounts**

#### What is the interest rate?

1.27. The interest rate on your account is fixed for the term of the Product, determined by the Product you applied for. Interest

- starts on the first day that cleared funds are received. The interest rate for your account is set out in your welcome letter.
- 1.28. Interest rates are subject to Product availability and specific terms may change from time to time.
- 1.29. Please refer to the latest Summary Box at www.castletrust.co.uk for available interest rates on **Fixed Rate e-Accounts.**

#### How is interest calculated?

- 1.30. Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is gross interest rate divided by 365.
- 1.31. Interest is paid for every day the account remains open with a balance. Therefore, if the term of the Product spans a leap year day, interest will be accrued for the extra day.

# Can Castle Trust Bank change the interest rate?

- 1.32. Castle Trust Bank reserves the right to change the interest rate on **Fixed Rate e-Accounts** during the Funding Window, but the Products are subject to Our Best Rate Promise.
- 1.33. **Our Best Rate Promise** runs for 14 days from the Account Opening Date.
- 1.34. If we launch a new version of your Product with a higher interest rate than the one you applied for within this period, you will automatically receive the higher interest rate.
- 1.35. If we reduce the interest rate, you'll still receive the same rate you applied for.
- 1.36. There's no need to contact us to benefit from **Our Best Rate Promise**, we'll automatically take the necessary steps to

  ensure you receive the best rate applicable to your account.

We'll write to you if there's a new interest rate applied to your account.

## When will interest be paid?

- 1.37. The frequency of interest payment on your account is determined by the Product you applied for. Please refer to the latest Summary Box available at www.castletrust.co.uk for further details.
- 1.38. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.
- 1.39. Generally, your interest will be paid in line with one of five categories:
  - Products of any term where interest is paid to you monthly. The interest payment will be transferred to your Nominated Account or Easy Access Account on the last calendar day of each month and at maturity. Products for longer than 12 months where interest is paid to you annually. The interest payment will be transferred to your Nominated Account or Easy Access Account on the last calendar day of each month and at maturity.
  - Products for longer than 12 months where interest is capitalised. The interest will be added to the balance of your account annually on the anniversary of the Account Opening Date (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st). You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
  - Products for less than 12 months where the interest is capitalised. The interest will be added to the balance of your account at maturity. You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.

## What happens at maturity?

- 1.40. Before your account reaches maturity, you can provide us with your maturity instructions. You don't need to do anything until we get in touch with you, which will be about a fortnight before your account matures. You can provide us with your maturity instructions online via the Self Service Portal.
- 1.41. A number of options may be available to you at maturity, including:
  - Roll all of the funds into a new **Fixed Rate e-Account**;
  - Roll part of the funds into a new Fixed Rate e-Account;
  - Withdraw all of the funds by bank transfer to your
     Nominated Account or an Easy Access Account; or
  - Withdraw part of the funds by bank transfer to your
     Nominated Account or an Easy Access Account,
     with the balance rolled into a new Fixed Rate Account.
- 1.42. If we do not receive your instructions before your account matures, your account will automatically convert to a **Maturity Easy Access Account**. This account has a different set of terms and conditions and a different interest rate, which is typically lower than the **Fixed Rate e-Account**.
- 1.43. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

# **ISA Specific Features**

The Terms and Conditions in this section are only applicable to the **Fixed Rate e-Cash ISA** and are additional to the Terms and Conditions above.

# Is my account eligible for ISA status?

- 1.44. **Fixed Rate Cash ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:
  - ISAs must be held in a sole name;
  - The accountholder must be resident in the UK for tax purposes; and
  - You can only open one Cash ISA per tax year.

## What is the tax treatment of my ISA?

- 1.45. **Fixed Rate e-Cash ISA** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.46. Castle Trust Bank is the ISA Plan Manager and **Fixed Rate e-Cash ISA** will be managed in accordance with the ISA Plan Manager rules.
- 1.47. In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.48. We will report ISA subscriptions made into a Castle Trust Bank Product to HMRC on an annual basis.

# Can I transfer my ISA to another ISA provider?

1.49. If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within 5 **Business Days** once a valid transfer instruction is received. We will not be able to cancel a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.

- 1.50. You are permitted to transfer your ISA to another provider at any time. However, we will apply an **ISA Early Exit Fee** if you transfer to another provider before the end of the term.
- 1.51. Please refer to the latest Summary Box available at www.castletrust.co.uk for details of **ISA Early Exit Fees**.
- 1.52. We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

# Can I make withdrawals from or close my ISA?

- 1.53. You may make withdrawals from your ISA at any time, subject to an **ISA Early Exit Fee**.
- 1.54. You may close your ISA at any time, subject to an **ISA Early Exit Fee**. You should be aware that closing your ISA account may impact its tax-free status. Your account cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.

# What happens to my ISA if I die?

- 1.55. Your ISA will end when:
  - 1.55.1 your executor closes it; or
  - 1.55.2 the administration of your estate is complete. Please refer to the section "Bereavement" of the General Terms and Conditions for further details regarding the treatment of your account in the event of your death.

# Fixed Rate Account Product Specific Terms and Conditions

Effective 28 November 2022



These Terms and Conditions are only applicable to Castle Trust Bank **Fixed Rate Accounts** and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Fixed Rate Account** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

# How do I open my account?

- 1.1. You can apply for a **Fixed Rate Account**:
  - Online by visiting the Castle Trust Bank website at www.castletrust.co.uk;
  - Via the Self Service Portal for customers who have registered for this service, or the Mobile App;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - By post:
    - (i) download the application for the specific **Fixed Rate Saver Account** from the Castle Trust Bank website;
    - (ii) complete the application with the details of the accountholder; and
    - (iii) send the application by post to Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 1.2. Applications may be made on behalf of the accountholder by a legally appointed representative subject to the appropriate documentation being supplied.
- 1.3. Applications for a **Fixed Rate Saver Account** can be made by a maximum of two applicants. Additional accountholders may be added to the account at any time until the end of the **Funding Period**.
- 1.4. Applications for a **Fixed Rate Cash ISA Account** can be made by one applicant only and are subject to eligibility criteria. Please see the section "Is my account eligible for ISA status?".

## How do I manage my account?

- 1.5. You can manage your account in a number of ways:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - By secure message through your online account;
  - By sending an email to us at savings@castletrust.co.uk;
     and
  - By post, sending a letter to Castle Trust Bank,
     PO Box 78430, London, N17 1HE.
- 1.6. If you get in touch via email, we may contact you to confirm your instruction is genuine.

# How do I fund my account?

- 1.7. Please refer to the latest Summary Box available at www.castletrust.co.uk for specific **Fixed Rate Accounts'** funding limits.
- 1.8. Deposits can only be made during the **Funding Period**. You can fund your account in the following ways:
  - By bank transfer from your Nominated Account. Please note that CHAPS payments are not a compatible payment method for your savings account. Funds not received from your Nominated Account, or from another Castle Trust Bank account, will be automatically returned;
  - · From another eligible Castle Trust Bank account; or
  - By cheque.
  - ISA Products may also be funded by ISA Transfer, subject to this funding method being available at the time of application. Please check our website to see if ISA Transfers are available.

- 1.9. The **Funding Period** lasts 14 days and begins on the **Account Opening Date** which is the day when all the **Verification Checks** are successful, and your application is accepted.
- 1.10. If you don't make a deposit within the Funding Period, or if the total of the deposits you have made in the Funding Period does not meet the minimum balance, we will:
  - close your account;
  - · return your funds to you; and
  - interest will not be paid if the funds do not meet the minimum balance.
- 1.11. Multiple deposits are allowed during the Funding Period, subject to the maximum funding limit of the product and the £1,000,000 maximum balance per Household.
- 1.12. We may, at our discretion, accept deposits received after the Funding Period.

# Can I change my mind?

- 1.13. If you decide to cancel your account during the Cooling Off Period, you don't need to give us a reason and we won't charge you a cancellation fee.
- 1.14. You can contact us in the following ways to cancel your account:
  - Calling us on 0808 164 5000,
     Monday to Friday 9am to 5pm;
  - Sending us a secure message via your online account;
  - Emailing us at savings@castletrust.co.uk; or
  - Writing to us at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 1.15. If you cancel your account during the Cooling Off Period, you won't receive any interest on your deposit for the time it was in your Fixed Rate Account.

- 1.16. When we receive your cancellation instruction, we'll return your money to you in the same way we received it.
- 1.17. If, for any reason, we can't return your funds by this method, we'll send you a cheque to the address on your application.

## Can I close my account early? (Early Exit)

- 1.18. If you decide to ask us to close a **Fixed Rate Account** outside of the **Cooling Off Period**, and before the end of the term, we'll consider your request at our discretion. Generally, we'll only allow an account to be closed early in the following circumstances:
  - Death of a sole accountholder; or
  - Other exceptional circumstances where you encounter and can demonstrate financial hardship.
- 1.19. If we accept your account closure request, we may apply an **Early Exit Fee** and we'll return your funds by bank transfer to your **Nominated Account**. If, for any reason, we can't return your funds to your **Nominated Account**, we'll send a cheque to the address on your application.
- 1.20. If you decide to ask us to close a **Fixed Rate Cash ISA Account** early, please see the section "Can I make withdrawals from or close my ISA?".

# Can I withdraw my money?

- 1.21. Withdrawals from your account are <u>not</u> permitted at any time for a **Fixed Rate Saver Account**.
- 1.22. Withdrawals are permitted for a **Fixed Rate Cash ISA Account**, but are subject to an **ISA Early Exit Fee** (please see the section "Can I make withdrawals from or close my ISA?").

## How long is my account fixed for?

- 1.23. Your account is fixed for a specific length of time ("the term"), determined by the product you applied for. The term begins on the **Account Opening Date**. The term for your account is set out in your welcome letter.
- 1.24. Account applications are subject to Product availability and specific terms may change from time to time.
- 1.25. Please refer to the latest Summary Box available at www.castletrust.co.uk for available terms on **Fixed Rate Accounts**.

#### What is the interest rate?

- 1.26. The interest rate on your account is fixed for the term of the Product, determined by the Product you applied for. Interest starts on the first day that cleared funds are received. The interest rate for your account is set out in your welcome letter.
- 1.27. Interest rates are subject to Product availability and specific terms may change from time to time.
- 1.28. Please refer to the latest Summary Box at www.castletrust.co.uk for available interest rates on **Fixed Rate Accounts.**

#### How is interest calculated?

- 1.29. Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is gross interest rate divided by 365.
- 1.30. Interest is paid for every day the account remains open with a balance. Therefore, if the term of the Product spans a leap year day, interest will be accrued for the extra day.

# Can Castle Trust Bank change the interest rate?

- 1.31. While Castle Trust Bank reserves the right to change the interest rates on our Products, your **Fixed Rate Account** benefits from **Our Best Rate Promise**.
- 1.32. Our Best Rate Promise runs for 14 days from:
  - the Account Opening Date; and
  - the date that you roll your funds into a new Fixed Rate
     Account on maturity.
- 1.33. If we launch a new version of your Product with a higher interest rate than the one you applied for, you will automatically receive the higher interest rate.
- 1.34. If we reduce the interest rate, you'll still receive the same rate you applied for.
- 1.35. There's no need to contact us to benefit from **Our Best Rate Promise**, we'll automatically take the necessary steps to
  ensure you receive the best rate applicable to your account.

  We'll write to you if there's a new interest rate applied to your account.
- 1.36. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

#### When will interest be paid?

1.37. The frequency of interest payment on your account is determined by the Product you applied for. Please refer to the latest Summary Box available at www.castletrust.co.uk for further details.

- 1.38. Generally, your interest will be paid in line with one of five categories:
  - Products of any term where interest is paid to you monthly.
     The interest payment will be transferred to your
     Nominated Account or Easy Access Account on the last calendar day of each month and at maturity.
  - Products for longer than 12 months where interest is paid to you annually. The interest payment will be transferred to your Nominated Account or Easy Access Account on the anniversary of the account being opened and at maturity.
  - Products for longer than 12 months where interest is capitalised. The interest will be added to the balance of your account annually on the anniversary of the **Account Opening Date** (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st). You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
  - Products for less than 12 months where the interest is capitalised. The interest will be added to the balance of your account at maturity. You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
  - Converted accounts where interest is paid to you quarterly.
     The interest payment will be transferred to your
     Nominated Account on the last calendar day of each quarter and at maturity.

## What happens at maturity?

1.39. Before your account reaches maturity, you'll need to provide us with your maturity instructions. You don't need to do anything until we get in touch with you, which will be about two weeks before your account matures.

- 1.40. You can provide us with your maturity instructions:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - Sending us a secure message through your online account
  - By post, sending a letter to Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 1.41. There are a number of options available to you at maturity:
  - Roll all of the funds into a new Fixed Rate Account;
  - Roll part of the funds into a new Fixed Rate Account;
  - Withdraw all of the funds by bank transfer to your
     Nominated Account or an Easy Access Account;
  - Withdraw part of the funds by bank transfer to your
     Nominated Account or an Easy Access Account,
     with the balance rolled into a new Fixed Rate Account.
- 1.42. If we do not receive your instructions before your account matures, your account will automatically convert to a **Maturity Easy Access Account**. This account has a different set of terms and conditions and a different interest rate, which is typically lower than the **Fixed Rate Account**.
- 1.43. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

#### ISA Specific Features

The Terms and Conditions in this section are only applicable to the Fixed Rate Cash ISA Accounts and are additional to the Terms and Conditions above.

## Is my account eligible for ISA status?

1.44. **Fixed Rate Cash ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:

- ISAs must be held in a sole name;
- The accountholder must be resident in the UK for tax purposes; and
- You can only open one Cash ISA per tax year.

# What is the tax treatment of my ISA?

- 1.45. **Fixed Rate Cash ISA Accounts** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.46. Castle Trust Bank is the ISA Plan Manager and **Fixed Rate Cash ISA Accounts** will be managed in accordance with the ISA Plan Manager rules.
- 1.47. In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.48. We will report ISA subscriptions made into a Castle Trust Bank Product to HMRC on an annual basis.

# Can I transfer my ISA to another ISA provider?

- 1.49. If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within 5 **Business Days** once a valid transfer instruction is received. We will not be able to cancel a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.
- 1.50. You are permitted to transfer your ISA to another provider at any time. However, we will apply an **ISA Early Exit Fee** if you transfer to another provider before the end of the term.

- 1.51. Please refer to the latest Summary Box available at www.castletrust.co.uk for details of **ISA Early Exit Fees.**
- 1.52. We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

# Can I make withdrawals from or close my ISA?

- 1.53. You may make withdrawals from your ISA at any time, subject to an **ISA Early Exit Fee**.
- 1.54. You may close your ISA at any time, subject to an **ISA Early Exit Fee**. You should be aware that closing your ISA account may impact its tax-free status. Your account cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.

# What happens to my ISA if I die?

- 1.55. Your ISA will end when:
  - 1.55.1. your executor closes it; or
  - 1.55.2. the administration of your estate is complete. Please refer to the section "Bereavement" of the General Terms and Conditions for further details regarding the treatment of your account in the event of your death.

# Easy Access Account Product Specific Terms and Conditions

Effective 28 November 2022



These Terms and Conditions are only applicable to Castle Trust Bank **Easy Access Accounts** and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Easy Access Account** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

## How do I open my account?

- 1.1. You can apply for an **Easy Access Savings Account** or an **Easy Access Cash ISA Account**:
  - Online by visiting the Castle Trust Bank website at www.castletrust.co.uk;
  - Via the Self Service Portal for customers who have registered for this service;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm.
- 1.2. Applications may be made on behalf of the accountholder by a legally appointed representative subject to the appropriate documentation being supplied.
- 1.3. Applications for an **Easy Access Savings Account** can be made by a maximum of two applicants.
- 1.4. Applications for an **Easy Access Cash ISA Account** can be made by one applicant only and are subject to eligibility criteria. Please see the section "*Is my account eligible for ISA status?*".

# How do I manage my account?

- 1.5. You can manage your account in a number of ways:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;

- By secure message through your online account; and
- By sending an email to us at savings@castletrust.co.uk.
- 1.6. If you get in touch via email, we may contact you to confirm your instruction your is genuine.

# How do I fund my account?

- 1.7. Please refer to the latest Summary Box available at www.castletrust.co.uk for specific **Easy Access Accounts'** funding limits.
- 1.8. You can fund your account in the following ways:
  - By bank transfer from your Nominated Account. Please note that CHAPS payments are not a compatible payment method for your savings account. Funds not received from your Nominated Account, or from another Castle Trust Bank account, will be automatically returned; or
  - From another Castle Trust Bank account;
- 1.9. Multiple deposits are allowed, subject to the maximum funding limit of the Product and the £1,000,000 maximum balance per **Household**.

# Can I change my mind?

- 1.10. If you decide to cancel your account during the **Cooling Off Period**, you don't need to give us a reason and we won't charge you a cancellation fee.
- 1.11. You can contact us in the following ways to cancel your account:
  - Calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - Sending us a secure message via your online account;
  - Emailing us at savings@castletrust.co.uk; or
  - Writing to us at Castle Trust Bank, PO Box 78430, London, N17 1HE.

- 1.12. If you cancel your account during the **Cooling Off Period**, you won't receive any interest on your deposit for the time it was in your **Easy Access Account**.
- 1.13. When we receive your cancellation instruction, we'll return your funds to your **Nominated Account**. If, for any reason, we can't return your funds to your **Nominated Account**, we'll send you a cheque to the address on your application.

# Can I withdraw my money?

- 1.14. You may make withdrawals from your **Easy Access Account** at any time.
- 1.15. You may withdraw your money:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm; or
  - By secure message through your online account.
- 1.16. When you request a withdrawal, you may have the funds paid to either:
  - Your Nominated Account; or
  - Another Castle Trust Bank account.
- 1.17. For joint accounts, either accountholder shall be entitled to instruct withdrawals from the account without requiring permission from the other accountholder.
- 1.18. Withdrawals bringing the account balance to zero will be regarded as a request to close the account.
- 1.19. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

# Is there a minimum balance I must have in my account?

- 1.20. Please refer to the latest Summary Box available at www.castletrust.co.uk for details of the minimum balance that must be held in your account.
- 1.21. If a transaction takes your account below the minimum balance, this will be treated as a request to close the account and the remaining funds will be returned to your **Nominated Account**.

#### What is the interest rate?

- 1.22. The interest rate is variable and may change during the life of the product. Please refer to the latest Summary Box at www.castletrust.co.uk for available interest rates on **Easy Access Accounts**.
- 1.23. If we reduce the interest rate on your account, we will write to you at least 14 days before to tell you what the new interest rate will be.
- 1.24. If we increase the interest rate on your account, we won't contact you to let you know. We will tell you about the higher interest rate when we send you an annual statement.

#### How is interest calculated?

- 1.25. Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is gross interest rate divided by 365.
- 1.26. Interest is paid for every day the account remains open with a balance. Therefore, if your account is open in a leap year, interest will be accrued for the extra day.

#### When will interest be paid?

- 1.27. Interest will be paid in one of two ways:
  - 1.27.1 Accrued interest will be added to the balance of your account annually on the anniversary of the **Account Opening Date** (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st); or
  - 1.27.2 Accrued interest will be added to the balance of your account on closure.

## How do I close my account?

- 1.28. You can close your account at any time by removing all of your funds.
- 1.29. You should be aware that closing your Easy Access Cash ISA Account may impact its tax-free status. Your account cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.

#### **ISA Specific Features**

The terms and conditions in this section are only applicable to the **Easy Access Cash ISA Accounts** and are additional to the terms and conditions above.

## Is my account eligible for ISA status?

- 1.30. **Easy Access Cash ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:
  - ISAs must be held in a sole name;
  - The accountholder must be resident in the UK for tax purposes; and
  - You can only open one Cash ISA per tax year.

#### What is the tax treatment of my ISA?

- 1.31. **Easy Access Cash ISA Accounts** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.32. Castle Trust Bank is the ISA Plan Manager. An **Easy Access Cash ISA Account** will be managed in accordance with the ISA Plan Manager rules.
- 1.33. In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.34. We will report ISA subscriptions made into a Castle Trust Bank Product to HMRC on an annual basis.

# Can I transfer my ISA to another ISA provider?

- 1.35. If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within five **Business Days** once a valid transfer instruction is received. We will not be able to cancel a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.
- 1.36. You are permitted to transfer your ISA to another provider at any time.
- 1.37. We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

# What happens to my ISA if I die?

1.38. Your ISA will end when:

1.38.1. your executor closes; or

1.38.2. the administration of your estate is complete. Please refer to the section "Bereavement" of the general Terms and Conditions for further details regarding the treatment of your account in the event of your death.

# Easy Access Maturity Account Product Specific Terms and Conditions

Effective 28 November 2022



These Terms and Conditions are only applicable to Castle Trust Bank **Easy Access Maturity Accounts** and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Easy Access Maturity Account** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

## How do I open my account?

- 1.1. An **Easy Access Maturity Account** is an account that may only be opened by Castle Trust Bank on your behalf and cannot be applied for directly.
- 1.2. We will only open an **Easy Access Maturity Account** for you if we have not received valid instructions from you when your **Fixed Rate Saver** or **Fixed Term Cash ISA** reaches the end of its term (maturity).
- 1.3. If we open an **Easy Access Maturity Account** for you, we will write to you and tell you. There are no fees associated with opening this account.

#### How do I manage my account?

- 1.4. You can manage your account in the following ways:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday
     9am to 5pm; or
  - By secure message through your online account.

#### How do I fund my account?

- 1.5. Your account will be automatically funded with the proceeds of your matured **Fixed Rate Saver** or **Fixed Rate Cash ISA**.
- 1.6. Additional deposits are not permitted.

## Can I withdraw my money?

- 1.7. You may make withdrawals from your **Easy Access Maturity Account** at any time.
- 1.8. You may withdraw your money:
  - Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000,
     Monday to Friday 9am to 5pm; or
  - By secure message through your online account.
- 1.9. When you request a withdrawal, you may have the funds paid to either:
  - Your Nominated Account; or
  - Another Castle Trust Bank account.
- 1.10. For joint accounts, either accountholder shall be entitled to instruct withdrawals from the account without requiring permission from the other accountholder.
- 1.11. Withdrawals bringing the account balance to zero will be regarded as a request to close the account.
- 1.12. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

#### What is the interest rate?

- 1.13. The interest rate is variable and may change during the life of the product. Please refer to the latest Summary Box at www.castletrust.co.uk for available interest rates on **Easy Access Maturity Accounts**.
- 1.14. If we reduce the interest rate on your account, we will write to you at least 14 days before to tell you what the new interest rate will be.

1.15. If we increase the interest rate on your account, we won't contact you to let you know. We will tell you about the higher interest rate when we send you an annual statement.

#### How is interest calculated?

- 1.16. Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is gross interest rate divided by 365.
- 1.17. Interest is paid for every day the account remains open with a balance. Therefore, if your account is open in a leap year, interest will be accrued for the extra day.

## When will interest be paid?

- 1.18. Interest will be paid in one of two ways:
  - 1.18.1. transfer Accrued interest will be added to the balance of your account annually on the anniversary of the **Account Opening Date** (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st); or
  - 1.18.2. Accrued interest will be added to the balance of your account on closure.

## How do I close my account?

1.19. You can close your account at any time by removing all of your funds. Please see the section "Can I withdraw my money?" for further details.

# **ISA Specific Features**

The terms and conditions in this section are only applicable to the **Easy Access ISA Accounts** and are additional to the terms and conditions above.

## Is my account eligible for ISA status?

- 1.20. **Easy Access Maturity ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:
  - ISAs must be held in a sole name;
  - The accountholder must be resident in the UK for tax purposes; and
  - You can only open one Cash ISA per tax year.

## What is the tax treatment of my ISA?

- 1.21. **Easy Access Maturity ISA Accounts** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.22. Castle Trust Bank is the ISA Plan Manager. An **Easy Access Maturity ISA Account** will be managed in accordance with the ISA Plan Manager rules.
- 1.23. In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.24. We will report ISA subscriptions made into a Castle Trust Bank Product to HMRC on an annual basis.

# Can I transfer my ISA to another ISA provider?

1.25. If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within five **Business Days** once a valid transfer instruction is received. We will not be able to cancel a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.

- 1.26. You are permitted to transfer your ISA to another provider at any time.
- 1.27. We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

# What happens to my ISA if I die?

- 1.28. Your ISA will end when:
  - 1.28.1. your executor closes it; or
  - 1.28.2. the administration of your estate is complete.

Please refer to the section "Bereavement" of the General Terms and Conditions for further details regarding the treatment of your account in the event of your death.

# Housa Terms and Conditions

Effective 28 November 2022



# Housa Terms and Conditions

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#### 1. Introduction

- 1.1. This document contains the general Terms and Conditions (the "Housa Terms and Conditions") applicable to the Converted Income Housa and the Converted Growth Housa (each a "Product" and together the "Products").
- 1.2. Separate terms apply to Converted Income Housas and Converted Growth Housas. If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.
- 1.3. Please read the Housa Terms and Conditions carefully. If you want to refer to them in future, you can access them on our website at www.castletrust.co.uk, via online banking, or on our mobile banking app. You can also request a copy by telephone on 0808 164 5000 or by post at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 1.4. We will deal with you solely on an execution only basis which means that we do not provide any advice to you in relation to your Maturity Instructions or the reinvestment instructions for any of the Products. By accepting your Maturity Instructions for any of the Products, we are not confirming that the Product you have selected is suitable for you. If you are in any doubt about any of our Products and their suitability to you, please speak to your financial adviser.
- 1.5. The formula used to calculate the amount payable at maturity or at Early Encashment replicate the formula that would have been used to calculate the equivalent payable amount had the Products not been converted, therefore the amount you will be paid upon maturity or upon Early Encashment of your Products will be equivalent to the amount you would have been paid upon maturity or Early Encashment had the Products not been converted.

#### 1.6. In this agreement:

- a. "Business Day" means Monday to Friday excluding English Bank Holidays;
- b. "Cancellation Event" means a customer instruction which would result in us breaching a law, regulation or sanction;
- c. "Converted Growth Housa" means the Growth Housa as converted to interests in structured deposits held in bank accounts with Castle Trust following the Scheme of Arrangement;
- d. "Converted Income Housa" means the Income Housa as converted to interests in structured deposits held in bank accounts with Castle Trust following the Scheme of Arrangement;
- e. "Converted Products" means any of the Income Housas and Growth Housas converted into Converted Income Housas and Converted Growth Housas following the Scheme of Arrangement;
- f. "Early Encashment" means an accepted request from a customer upon which a customer is allowed to withdraw funds from a Product before the end of the term;
- g. "Growth Housa" means any Maturity Growth and Foundation Loan Note Product held by Castle Trust customers prior to the Scheme of Arrangement;
- h. "Income Housa" means any Quarterly Loan Note held by Castle Trust customers prior to the Scheme of Arrangement;
- i. "Index Adjustment Event" means any event, as defined or described in the Original Terms and Conditions, upon which the interest rate would be changed in accordance with the terms of your Original Terms and Conditions;

- j. "Housa ISA Products" means any ISA variations offered for Growth Housas and Income Housas;
- k. "Maturity Accounts" means any Easy Access Maturity Account and Easy Access Maturity ISA;
- I. "Nominated Account" means a UK based current account, held in the name of one or both of the applicants, that will be used as the receiving account for any withdrawals from your Castle Trust Bank account;
- m. "Original Terms and Conditions" means the individual set of terms and conditions contained within the base prospectus, any supplemental prospectuses and the set of indicative terms and conditions relevant to your Product at the time of your application;
- n. "Privacy Policy" means the form of Castle Trust Bank Privacy Policy active at the date of the Housa Terms and Conditions;
- o. "Product Specific Terms and Conditions" means the Fixed Rate Account Product Specific Terms and Conditions, Easy Access Account Product Specific Terms and Conditions and Easy Access Maturity Account Product Specific Terms and Conditions;
- p. "Self Service Portal" means the self-service platform accessed via the Castle Trust Bank mobile app and the Castle Trust Bank website;
- q. "we", "our" and "us" means Castle Trust Bank; and
- r. "you" and "your" means our customer.

## 2. Confidentiality and data protection

#### Privacy

- 2.1. Your privacy is important to us and the information you give us is treated confidentially, in line with data protection laws.
- 2.2. Where necessary, and to help us improve our Products or service delivery, we may share your information with parties outside of Castle Trust Bank. Our Privacy Policy explains how we obtain and use and keep your information safe. We'll provide you with a copy of the Privacy Policy when you open your account, or you may find it on our website at www.castletrust.co.uk.

#### How to contact us

- 2.3. Our Customer Services team is available Monday to Friday 9am to 5pm. You can contact us in the following ways:
  - a. Online via the Self Service Portal;
  - b. Email us at savings@castletrust.co.uk;
  - c. Phone us on 0808 164 5000; and
  - d. Send a letter to: Castle Trust Bank, PO Box 78430, London, N17 1HE.

#### How we'll contact you

- 2.4. Where possible, we'll contact you in line with your communication preference. Communication can be via post, email, secure message, messaging within the app, push notifications, SMS, or over the telephone.
- 2.5. We cannot guarantee that all letters, text messages and emails sent as part of our service will be received in a timely manner (or in exceptional circumstances at all) due to factors outside of our control.

- 2.6. You should inform us as soon as possible if any of your contact details change.
- 2.7. All the information we give you and all communications from us will be in English. We'll only accept communications and instructions from you in English.

#### 3. Product basics

#### **Availability of Products**

- 3.1. All of our Products are subject to availability and, from time to time, we may be unable to offer you a specific Product.
- 3.2. We are not accepting further applications for the Products.

#### Paying from your Product

3.3. If we have reason to believe a payment from your Product might break any law, regulation or sanction we reserve the right to accept or reject the payment or delay processing the payment until further Verification Checks are satisfied.

#### Statements

3.4. We'll provide statements annually on the anniversary of the conversion of your Product and in accordance with the terms set out in your Original Terms and Conditions. You can also request a statement at any time - just call us on 0808 164 5000, Monday to Friday 9am to 5pm, or contact us by post at Castle Trust Bank, PO Box 78430, London, N17 1HE - or download a statement online.

#### How do I manage my Product?

- 3.5. You can manage your Product in a number of ways:
  - · Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - By secure message through your online account;
  - By sending an email to us at savings@castletrust.co.uk; and
  - By post, sending a letter to Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 3.6. If you get in touch via email, we may contact you to confirm your instruction your is genuine.

#### Closing your Product

- 3.7. You can close your Product at any time, without incurring any fees.
- 3.8. If you decide to close your Product, we will calculate the amount due to you. The balance of funds will be transferred to your **Nominated Account** or another easy access account you own except in the following circumstances:
  - 3.8.1. If there is no valid **Nominated Account** or **Easy Access Savings Account**, then funds will be returned by cheque addressed to the Product-holder or Product-holders.
- 3.9. For full details on when and how you can close your Product, please refer to the Product specific guidelines.

#### When we can close your Product

- 3.10. We reserve the right to close your Product immediately and without notice, if you:
  - have given us false or misleading information;
  - have used (or could be using) the Product for an illegal purpose, or allowed someone else to do this; or

- instruct us to do something that would cause us to break any law, regulation or sanction or that would result in a Cancellation Event.
- 3.11. Upon the occurrence of a **Cancellation Event**, we may not return the funds in your Product, or in the event that we do return the funds in your Product, the payment may not include interest.

#### Can I withdraw my money?

3.12. Withdrawals from your Product are permitted at any time.

#### How long is my Product fixed for?

3.13. Your Product is fixed for a specific length of time ("the term"), determined by the product you applied for. The term applicable to your Product is set out in your Original Terms and Conditions.

#### What is the interest rate?

3.14. The interest rate on your Product is fixed for the term of the Product, determined by the Product you applied for.

The interest rate for your Product is set out in your Original Terms and Conditions.

#### How is interest calculated?

3.15. Interest is calculated in accordance with the terms set out in your Original Terms and Conditions.

#### Can Castle Trust Bank change the interest rate?

3.16. Castle Trust Bank cannot change the interest rate on our Products, however Index Adjustment Events are applicable to the Products in accordance with the relevant terms set out in your Original Terms and Conditions.

#### When will interest be paid?

- 3.17. The frequency of interest payment on your Product is determined by the product you applied for. Please refer to your Original Terms and Conditions for further details.
- 3.18. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

#### What happens at maturity?

- 3.19. Before your Product reaches maturity, you'll need to provide us with your maturity instructions. You don't need to do anything until we get in touch with you, which will be about two weeks before your Product matures.
- 3.20. You can provide us with your maturity instructions:
  - · Online via the Self Service Portal;
  - By phone, calling us on 0808 164 5000, Monday to Friday 9am to 5pm;
  - Sending us a secure message through your online account;
  - By post, sending a letter to Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 3.21. There are a number of options available to you at maturity:
  - Payment of the amounts due to you in accordance with the terms set out in your Original Terms and Conditions;
  - · Roll all of the funds into a new **Fixed Rate Account**;
  - Roll part of the funds into a new Fixed Rate Account;
  - Withdraw all of the funds by bank transfer to your
     Nominated Account or an Easy Access Account;
  - Withdraw part of the funds by bank transfer to your
     Nominated Account or an Easy Access Account,
     with the balance rolled into a new Fixed Rate Account.

3.22. If we do not receive your instructions before your Product matures, your Product will automatically convert to a **Maturity Easy Access Account**. This Product has a different set of terms and conditions and a different interest rate, which is typically lower than the **Fixed Rate Account**.

## ISA Specific Features

The terms and conditions in this section are only applicable to the **Housa ISA Products** and are additional to the terms and conditions above.

#### Is my Product eligible for ISA status?

- 3.23. **Housa ISA Products** are eligible for Cash ISA status, subject to certain requirements being met:
  - · ISAs must be held in a sole name;
  - The Product-holder must be resident in the UK for tax purposes; and
  - You can only open one Cash ISA per tax year.

#### What is the tax treatment of my ISA?

- 3.24. **Housa ISA Products** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 3.25. Castle Trust Bank is the ISA Plan Manager and **Housa ISA Products** will be managed in accordance with the ISA Plan Manager rules.
- 3.26. In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your Product, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 3.27. We will report ISA subscriptions made into a Castle Trust Bank Product to HMRC on an annual basis.

#### Can I transfer my ISA to another ISA provider?

- 3.28. If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within five **Business Days** once a valid transfer instruction is received. We will not be able to cancel a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.
- 3.29. You are permitted to transfer your ISA to another provider at any time.
- 3.30. We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

### Can I make withdrawals from or close my ISA?

- 3.31. You may make withdrawals from your ISA at any time.
- 3.32. You may close your ISA at any time. You should be aware that closing your ISA Product may impact its tax-free status. Your Product cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.
- 3.33. For any outward payment, your money will be issued on the payment due date and should appear in your account by the end of the following working day.

#### What happens to my ISA if I die?

- 3.34. Your ISA will end when:
  - 3.34.1. your executor closes it; or
  - 3.34.2. the administration of your estate is complete.

Please refer to the section "Bereavement" of these Housa Terms and Conditions for further details regarding the treatment of your account in the event of your death.

## 4. Accountability

- 4.1. We are not liable for any payment from the Product, or for access to the Product, if this is because you:
  - have acted fraudulently;
  - have told anyone your password or other security information; or
  - have deliberately or with gross negligence failed to keep your password or other security information secret.
- 4.2. After you have told us that your security details are no longer secure, you are not responsible for any loss, unless you have acted fraudulently.
- 4.3. We do not accept liability for any scenario where the value of your Product could have been increased, or where the value of your Product was reduced unless this was as a result of gross negligence, deliberate breach of our obligations or fraud by us.
- 4.4. We are also not liable for loss that was caused by abnormal or unforeseen circumstances that we couldn't reasonably control.
- 4.5. We are not liable for acting upon any instructions which are forged or fraudulent and shall be entitled to assume that all signatures are genuine. If in any case we agree to accept instructions by telephone or electronic means, we may assume the identity of the caller is genuine, having taken reasonable steps to identify them, unless it shall be obvious that he or she was not a genuine caller or sender.
- 4.6. If we cannot provide our service due to circumstances beyond our reasonable control, we will, where possible, take such reasonable steps as we can to bring those

circumstances to an end. We shall not be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision or our services caused by such circumstances.

#### Records of instructions we've received

- 4.7. We keep written records of all the instructions received from you and record all telephone communications.
- 4.8. In case of a dispute or a complaint, unless there's an obvious error, our own records of what you've asked us to do are conclusive.

#### Tax status

- 4.9. We currently report to HMRC.
- 4.10. In order to enable us to report to the relevant tax authorities we may need to disclose your personal information.
- 4.11. It is your responsibility to tell us if you are required to pay tax or report to tax authorities in other countries. If your circumstances change and impact your tax status please let us know straight away.

# 5. Transferring the agreement and waiving our rights

#### When the agreement may be transferred

- 5.1. We can transfer any of our rights and duties under this agreement to another person. We may also arrange for any other person to carry out our rights or duties under this agreement. This will not affect your rights under this agreement or your legal rights.
- 5.2. In the event that we transfer our rights or duties, you may read these Housa Terms and Conditions such that any reference to "we", "us" or "Castle Trust Bank" in this

- agreement, to also mean the party/parties we have transferred our rights or duties to.
- 5.3. You may not transfer or charge the benefit of this agreement to anyone else.

#### Waiving our rights

5.4. In the event that you do not operate your Product within the agreed terms and conditions, we may pursue the recovery of any losses arising from your actions. Even if we decide not to take action at the time, we reserve the right to take action at any point in the future.

# 6. Notices, communications, change of details

6.1. You should send any notices (including cancellation notices) requests for information or instructions for us to the address below, quoting your full name and your Product number in all correspondence with us:

Castle Trust Bank,
PO Box 78430,
London,
N17 1HE
Tel: (Freephone) 0808 164 5000
(Monday – Friday, 9am – 5pm)

- 6.2. Once you have registered with our Self Service Portal, you can also contact us via the portal's secure messaging service.
- 6.3. For your protection and to help us improve our service we may record and monitor phone calls.
- 6.4. We will send any notices or other correspondence to the address you have given in your application or to a new permanent residential address provided you have notified us of the change. You should notify us of any change of name or address as soon as possible, providing us with

- appropriate supporting documentation, e.g. in the case of a change of name, the deed poll or marriage certificate.
- 6.5. All communications sent to you by us will be treated as received by you two **Business Days** after posting.
- 6.6. Any documents or cheques sent to you by us and any documents or cheques sent by you to us will be sent at your own risk and we accept no liability prior to receipt of any document or cheque or after despatch of any document or cheque to you.
- 6.7. We will not send you any documents if their distribution may be prohibited by any applicable law.

## 7. If things go wrong

#### If you have a complaint

- 7.1. Call us on 0808 164 5000, Monday to Friday 9am to 5pm, if something's concerning you or to make a complaint and we'll do our best to put things right. Our complaints procedure can be found on our website at www.castletrust.co.uk.
- 7.2. In order to make a complaint, you can also reach us by sending us a secure message via the Self Service Portal, emailing us at savings@castletrust.co.uk or writing to us at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 7.3. If you have a complaint and aren't satisfied with how we deal with it or it's been over eight weeks since you raised it, you can refer your complaint to the Financial Ombudsman Service. There are details of how to do this at www.financial-ombudsman.org.uk but we'll also give you these details at the time.

#### Our supervisory authority

7.4. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the

Prudential Regulation Authority. Our Financial Services Register number is 541910.

#### Compensation scheme

- 7.5. Your Product is protected by the Financial Services Compensation Scheme (FSCS). The current FSCS limit (£85,000) relates to the combined amount in all of your Products with Castle Trust Bank, including your share of any joint Product, and not to each separate Product.
- 7.6. You can find out more about how the scheme works, and how much of your savings this covers in the FSCS information sheet in your welcome pack, or by visiting www.fscs.org.uk.

## 8. Online and mobile banking

- 8.1. With online banking and mobile banking, you can access information about your Product, give us instructions, set up alerts and use other functions that we make available from time to time.
- 8.2. We will provide or ask you to set security details for access to online banking and mobile banking. These could include a password, security code or memorable information. We may change these requirements at any time.
- 8.3. If you are a joint Product-holder, each person named on the Product can register for online banking and mobile banking. Each joint Product-holder will have separate security details to access and use the service.
- 8.4. You can access online banking by logging on at our website www.castletrust.co.uk.
- 8.5. You can access mobile banking using the mobile app (available on Android and iOS).
- 8.6. Between the hours of midnight and 7am the Self Service

Portal will show the status and balance of your account as at midnight. During that time, you will not be able to make amendments to your accounts, add or withdraw your funds, transfer money, change details or open additional accounts.

## 1 9. The mobile banking app end user licence agreement

- 9.1. You use the mobile banking app under licence from us on the terms set out below. This licence is non-transferable, non-assignable and non-exclusive.
- 9.2. You are not permitted, and will not be able to download, install or use the mobile app on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we detect that your device has been jail-broken, rooted or had its security settings compromised in any other way we shall be entitled to prevent you from using the mobile banking app.
- 9.3. In using the app, you must:
  - a) use the app only on a device that you own or control and only to access the mobile banking service;
  - b)not sub-licence, assign or claim to exercise any rights in relation to the app;
  - c) not copy or reverse engineer, amend, alter or adapt any part of the app, and
  - d)accept the terms of this licence without making any amendment to them.
- 9.4. The licence commences when you first install the mobile app and will continue until you stop using mobile banking. If you stop using mobile banking, you should delete the mobile app from your devices. By using the app, you will be deemed to

- accept the terms of this licence.
- 9.5. Any updates to the mobile app will be made available through the Apple app store and Google Play or other application stores the mobile app is available from. We will not be responsible for providing updates to you in any other way.
- 9.6. We are solely responsible for the mobile app and should you wish to raise any complaint concerning the operation of the mobile app, you should contact us rather than the relevant app store.
- 9.7. If a third-party claims that the mobile app or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.
- 9.8. By using the mobile app, you confirm that you are not located in a country which is subject to any embargo by the United States of America ("the US") or which is considered a terrorist-supporting country by the US and you are not prohibited from accessing the app as a result of being listed on any US Government restricted parties lists.
- 9.9. You understand that by using the mobile app the authorised app providers and their subsidiaries are third party beneficiaries of the licence and may enforce the licence in this capacity.

## I 10. Access to online and mobile banking

- 10.1. We may make changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message on our website, via your mobile device, or by text, email or by post.
- 10.2. You are responsible for maintaining your computer or mobile device, for ensuring that it is compatible with the particular service and for downloading the latest version of the app.

- 10.3. Occasionally, we may need to carry out maintenance that could limit the availability of the services. As far as is possible, we will provide you with advance notice of any scheduled maintenance. While we will limit service downtime, we do not accept liability for any losses arising from the services being unavailable.
- 10.4. We shall use reasonable endeavours to keep the services free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the services. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

## I 11. One time passcodes

- 11.1. In order to access many aspects of the services you will need to register your mobile phone number and email address to receive one time passcodes ("**OTP**") that we will send to your phone or email address. You will need to input this code to verify and complete certain transactions.
- 11.2. You must take all reasonable precautions to prevent anyone else from accessing the passcode and must never disclose it to anyone, even if they claim to be our employees or agents or the police. We will never ask you to disclose your OTP.

## l 12. Security

- 12.1. You must take reasonable security precautions to keep your Product safe when using mobile banking or online banking, including:
  - a) not choosing a PIN or other security details which may be easy to guess, such as your date of birth;
  - b) memorising security details or writing them down only in a

- way that cannot be understood by others (you should not store them on your device);
- c) only providing security details to us when asked through mobile banking or online banking (we will ask for details if you call us but will never ask for them over email);
- d)only responding to an email if you are confident it came from us (we will address emails to you personally and quote your postcode or last four digits of the Product number to identify ourselves);
- e) only accessing our mobile banking or online banking service via our website or app (you should never go to our online banking service from a link in an email and enter your security details);
- f) ensuring any information shown or stored on your device is kept secure, that the device is locked when you are not using it and that you log out when exiting the service;
- g) protecting your device with up-to-date anti-virus and firewall software; and
- h) not accessing your Product from a device using public Wi-Fi.
- 12.2. Our digital services may use your location data or information about your device in order to prevent and detect fraud. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your Product. We will not use this information for any other purpose.
- 12.3. Further details on keeping your Products safe can be found on our website and at www.getsafeonline.org. You must follow any other guidance we give you about keeping your security details and mobile device or computer secure.
- 12.4. If you receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to savings@castletrust.co.uk.

- 12.5. You must contact us immediately if:
  - 12.5.1. you believe someone else knows your security details or think they have been misused;
  - 12.5.2. you change your phone number;
  - 12.5.3. your phone is lost or stolen; or
  - 12.5.4. you have received a text or email confirming a change to your Product and you have not asked to change your details.
- 12.6. If you don't follow these procedures, we may withdraw or suspend your ability to access online banking or mobile banking until we are satisfied that your Product is secure.

## I 13. Using the service abroad

13.1. Online banking and mobile banking services use a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using the services from outside the UK.

## I 14. Termination and suspension of services

- 14.1. You can cancel your online banking and mobile banking service at any time by calling us on 0808 164 5000 or writing to us at Castle Trust Bank, PO Box 78430, London, N17 1HE.
- 14.2. If you cancel online banking, you will not be able to access any online-only Products and you will no longer be able to use mobile banking.

- 14.3. You can end your use of mobile banking at any time by deleting the app from your device.
- 14.4. We may terminate your use of any of the services at any time by giving you at least two months' written notice (including email or text alerts). We may also terminate or suspend your use of the services if we terminate or suspend your use of your Products in accordance with the Product terms.

### 15. Bereavement

- 15.1. In the event of Castle Trust Bank being notified of death of a Product-holder, we commit to dealing with the situation in a compassionate and understanding manner.
- 15.2. When notified of a death associated to a Product we will ask the notifier to provide legal documents a) evidencing the death; and b) confirming the authority of the executor on the Product. Depending on the value of the holdings, we may need to request a Grant of Probate before repaying any funds.
- 15.3. When acting upon the instruction of the executor on a sole Product, we will:
  - 15.3.1. transfer the Product balance in accordance with the instructions of the executor;
  - 15.3.2. alternatively, the executor may instruct us to retain the Product balance until the Product matures.
- 15.4. In relation to ISA Products, we do not allow the transfer of the ISA to your surviving spouse or civil partner. We will, however, provide the relevant valuations upon the request of an alternative ISA provider, selected by the spouse or civil partner, to facilitate the transfer of the Additional Permitted Subscriptions in accordance with HMRC rules.

15.5. Upon receipt of a Product-holder's death certificate, we will take reasonable steps to ensure that online services and notifications are terminated.

## I 16. Changes to these conditions

- 16.1. We can change any of these terms and conditions, including introducing or changing levels of fees, provided we give you at least two months' notice in advance of the change.
- 16.2. We may also make changes to online banking or mobile banking from time to time that we ask you to agree to through the website or app, for example software updates or improvements in functionality.
- 16.3. We can give you notice of any changes on the log in page of online banking, via the mobile banking app, by post, email, text or by any other means we agree with you.

## I 17. Enforcement and Jurisdiction

17.1. These legal terms (English law applies, and disputes will be settled by English courts) are between you and Castle Trust Bank.

If you would like this in another format such as Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using Text Relay on (Freephone) 0808 164 5000 (lines are open Monday to Friday from 9am to 5pm), by email savings@castletrust.co.uk or our Secure Messaging service via your online account.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Castle Trust Bank means Castle Trust
Capital plc, a company incorporated
in England and Wales with company
number 07454474 and registered office
at 10 Norwich Street, London, EC4A 1BD.
Castle Trust Capital plc is authorised
by the Prudential Regulation Authority
and regulated by the Financial Conduct
Authority and the Prudential Regulation
Authority, under reference number 541910.