Triodos Bank.
These are our Terms and Conditions for the Triodos Current Account.
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1. Introduction

Thank you for your interest in the Triodos Current Account. We’re delighted you would like to align your everyday banking to your values.

These Terms and Conditions apply to your Triodos Current Account with Triodos Bank UK Ltd. These Terms and Conditions form part of the Agreement between you and us. The Agreement also includes the Tariff. These Terms and Conditions explain our obligations to you and your obligations to us. The operation of your Account and these Terms and Conditions are governed by the Law of England and Wales. These Terms and Conditions and any other documents we provide to you will be in English.

You should read these Terms and Conditions carefully and keep a copy for future reference. You can request additional or updated copies (and any other documents that form part of the Agreement between you and us) at any time.

You should also read our Tariff. The Tariff has information about the debit interest rates applying to your Account, any charges applying to your Account and the services we provide to you. The latest Terms and Conditions and the Tariff are also available on our website.

2. Meaning of words

In these Terms and Conditions, a number of words and phrases have a special meaning, which are explained here:

- **You and your** means each person who is named as the Account holder. If there is more than one of you then it refers to both of you individually and jointly.
- **We, us and our** means Triodos Bank UK Ltd incorporated under the laws of England and Wales.
- **Account** means your account(s) held with us.
- **Account Information Service Provider** means a third party who provides an online service which holds consolidated information about one or more of your current accounts held with other banks or providers.
- **Allowing a payment despite lack of funds** means the account provider allows a payment to be made from the customer’s account although there is not enough money in it (or it would take the customer past their arranged overdraft limit).
- **Arranged overdraft** means the account provider and the customer agree in advance that the customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer.
- **Base Rate** means the base rate set by the Bank of England or any successor body that takes over responsibility for setting such a rate.
- **Business Day** means any day other than Saturdays, Sundays or public holidays.
- **Calendar Day** means any day of the week from Monday to Sunday.
- **Cancelling a cheque** means the customer asks the account provider to cancel a cheque that the customer has written.
- **Card** means the Debit Mastercard issued for use with your Account.
- **Cash withdrawal in foreign currency outside the UK** means the customer takes cash out of the customer’s account in foreign currency at a cash machine or, where available, at a bank outside the UK.
• Cash withdrawal in pounds in the UK means the customer takes cash out of the customer’s account in pounds at a cash machine, bank or Post Office in the UK.

• Debit card payment in a foreign currency means the customer uses their debit card to make a payment in foreign currency. This can be in a shop, online or over the phone.

• Cash withdrawal in pounds in the UK means the customer takes cash out of the customer’s account in pounds at a cash machine, bank or Post Office in the UK.

• Debit card payment in pounds means the customer uses their debit card to make a payment in pounds. This can be in a shop, online or over the phone.

• Direct Debit means the customer permits someone else (recipient) to instruct the account provider to transfer money from the customer’s account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

• Equivalent Annual Rate (EAR) means the annual cost of the overdraft taking into account that interest is charged to the account monthly.

• Maintaining the account means the account provider operates the account for use by the customer.

• Payment Initiation Service Provider means a third party who provides an online service which allows you to initiate payments from your Triodos current account.

• Payment Service Provider means a third party provider of payment services, such as Account Information Service Providers and Payment Initiation Service Providers.

• PIN means the Personal Identification Number issued by us for use with your Debit Mastercard.

• Receiving money from outside the UK means when money is sent to the customer’s account from an account outside the UK.

• Refusing a payment due to lack of funds means the account provider refuses a payment from the customer’s account because there is not enough money in it (or it would take the customer past their arranged overdraft limit).

• Security Details means any digipass, username, passwords (including your PIN) and passcodes relating to your Account.

• Sending money outside the UK means the account provider transfers money, on the instruction of the customer, from the customer’s account to another account outside the UK.

• Sending money within the UK means the account provider transfers money, on the instruction of the customer, from the customer’s account to another account in the UK.

• Standing Order means the account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer’s account to another account.

• Tariff means our leaflet entitled Personal Banking Tariff for current and savings accounts which sets out the interest rates and charges applicable to your Account.

• Terms and Conditions means the general and specific Terms and Conditions, online Terms and Conditions, our tariff and the application form.

• UK resident means a resident of the United Kingdom as defined by the UK government, see their website www.gov.uk/tax-foreign-income/residence for more details.

• Unarranged overdraft means the customer borrows money when there is no money left in the account (or when the customer has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance.
3. Changes to these terms

From time to time, we may change our Agreement with you, including these Terms and Conditions and the Tariff. This may happen for the following reasons:

• If the change is to your advantage – this includes changes which clarify or simplify these Terms and Conditions or which make them fairer in any other way

• To improve or update a product or service we provide to you

• To remove a product or service (for example where it is not being used)

• To reflect changes in our systems or processes

• To reflect changes in applicable laws or regulations

• To change the interest rates or charges applicable to your Account or introduce new charges to reasonably reflect changes in costs (brought about, for example, by an increase in our costs of funding or a change in law or regulation)

• To reflect changes to industry guidance or market conditions such as changes to the Bank of England Base Rate, money market interest rates or the cost of money we lend

• To reflect changes relating to our business model, policies, operations or viability

• To reflect any event beyond our reasonable control
4. Security

It is important that you keep your Security Details safe and secure. This is essential to help prevent fraud and protect your Account. Please make sure you do the following:

• Keep your computer secure by making sure you maintain up-to-date anti-virus and spyware software on your computer and use a personal firewall. If you use a public computer (for example, in an internet café or library), you should ensure you do not leave any personal details stored on that computer once you have finished using it.

• Keep your Security Details secret by taking steps including (but not limited to) the following precautions:
  
  (1) Memorise and destroy any Security Details we send to you immediately after you receive them

  (2) Never give your Security Details to any other person

  (3) Take reasonable care to ensure that no one can see your Security Details when you use them.

• Be very wary of emails or calls asking you to reveal any personal security details. Neither we, nor the Police, will ever contact you to ask you for your digipass PIN, Card PIN, Card number or mobile banking passcode information. If you are unsure a call is genuinely from us, you can call us back to verify that it is. If you provide your Security Details (including your PIN) to anyone you may be responsible for any losses on your Account

• Always access our Internet Banking site via the triodos.co.uk site or by typing the address into your web browser. We will never send you an email with a link through to our Internet Banking site

• Follow any further security advice we may offer from time to time on our Website

• Visit www.banksafeonline.org.uk for more useful information.

Please remember that online communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any emails accessed by a third party and/or corrupted before reaching us.

You must take the following steps to safeguard your Card and Security Details:

• Sign your Card as soon as you receive it and memorise and delete your PIN notification

• Tell us as soon as possible of changes in your contact details to ensure future dispatches of Cards or Security Detail notifications do not go missing

• Do not write your Security Details down or record them in any recognisable form
You think someone else may be able to use your Card or Security Details or knows your Security Details.

Once you have contacted us:

• We will immediately block your Card and/or Security Details for any future use, and issue you with a new Card and/or Security Details

• You must provide us with any information you have about the loss or theft and report it to the Police if we require it. We may also give the Police or any prosecuting authority information we believe may help recover funds or prevent further losses

• If you find your Card after reporting it as lost or stolen do not use it. Destroy your Card immediately by cutting through both the magnetic stripe and chip.

If you cannot find your Card you can put a temporary block on it by texting TRIODOS LOCK, followed by your six digit access code, followed by the last four digits of the sixteen digit number on the front of your card to 57887 (for example, TRIODOS LOCK 123456 1234). Your access code and the last four digits of your card number can be found in Internet Banking. This block can be lifted if the Card is later found in a safe place.

If you see a payment on your Account that you don’t recognise or see a payment on your Account that is not correct, you should contact us as soon as possible using the contact details above.

5. Liability

If you authorised a Card payment or any other payment from your Account, you will be responsible for it.

Where you tell us a payment from your account was not authorised by you, you
We will not refund any payment from your Account where:
• We can show that the payment was properly authorised by you
• You acted fraudulently
• You were aware that your account had been compromised at the time that the payment was made and you failed to tell us, except where you were unable to notify us due to our service provision. This refers to situations where our contact services, such as our phone lines or email are unexpectedly unavailable or times outside of our standard service provision.

If you make a payment in error and we are unable to recover your money, we will provide you with all relevant information to enable you to try to claim repayment of the funds. You need to request this information in writing.

The Digipass will always remain the property of Triodos Bank UK.

For more details specific to card transactions, please see section 19.

6. Prevention of Fraud

We will analyse your spending patterns and those of similar customers on an anonymous and collective basis. We will also use external data to identify where a payment from your Account appears not to have been authorised by you.

In the event that a suspicious payment is identified, we will attempt to contact you by text message asking you to call us to confirm that you have authorised the payment.

Unless and until you confirm that the payment was in fact authorised by you, we will block your Card.
If we block your Card permanently, a replacement Card with a new 16 digit Card number, and three digit number on the back of your Card (CVC code) will be issued and sent to you. We will send you a new PIN separately. You should destroy your old Card by cutting through the magnetic stripe and chip.

If we block any of your other Security Details, we will contact you as soon as possible to arrange for them to be reset or new details resent to you.

We may also stop the use of your Card and/or Security Details when we reasonably believe that it is necessary to protect your Account. We may also do this if you have taken out an overdraft and we have reason to believe there is an increased risk that you might not be able to pay back the money you owe us. Where possible, we will tell you in advance that we intend to stop you using your Card and/or Security Details and explain our reasons why.

7. Deposit guarantee scheme

Triodos Bank UK Ltd is covered by the Financial Services Compensation Scheme (FSCS). The FSCS pays compensation to eligible depositors if the bank is unable to meet its financial obligations. Most depositors are covered by the scheme. For joint accounts the limit applies to each depositor.

For further information about the scheme (including the current limits, amounts covered, exclusions and eligibility to claim) please contact us or visit the FSCS website www.fscs.org.uk

8. Regulatory Information

Triodos Bank UK Ltd. Registered Office: Deanery Road, Bristol, BS1 5AS. Registered in England and Wales No. 11379025. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008. Triodos Bank UK Ltd adheres to the Standards of Lending Practice, which is monitored and enforced by The Lending Standards Board. Further details can be found at lendingstandardsboard.org.uk

9. Complaints

Even though we aim to give you the best possible service and information, there may still be occasions when you wish to complain. If you have a complaint about a product or service that we offer we would welcome the opportunity to investigate what has happened and put it right where we can. We would like to hear from you:

• By phone: 0330 355 0355
• By email: contact@triodos.co.uk
• By secure message when you are logged into your internet banking
• In writing to: Triodos Bank, Deanery Road, Bristol, BS1 5AS.

You can review our complaints procedure on our Website.

We will try and respond to your complaint within 15 calendar days where this is possible. If you are unhappy with our response, or we have not sent you a final response within eight weeks of the original complaint, you have the right to take your complaint to the Financial Ombudsman Service.
If you would like the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued. You can find out more about the role of the Financial Ombudsman Service by contacting us and requesting a copy of the leaflet, or you can contact the Financial Ombudsman Service directly:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone number: 0800 023 4 567
www.financial-ombudsman.org.uk
complaint.info@financialombudsman.org.uk

If you purchased your product online you may also be able to submit your complaint through the European Commission’s Online Dispute Resolution Portal rather than contacting the Financial Ombudsman Service. You can find out more about the portal and submitting your complaint by visiting https://webgate.ec.europa.eu/odr/main/?event=main.home.show. The European Commission may forward your complaint to the Financial Ombudsman Service.

Part 2: Current Account Terms and Conditions

10. Applying for an Account

10.1 Eligibility criteria
To apply for a Triodos Current Account, you must meet the following criteria:

• Be aged 18 or over
• Be a UK resident - including British Forces Post Office addresses
• Not be subject to any County Court Judgments
• Have not filed for bankruptcy or entered into a Debt Relief Order or an Individual Voluntary Arrangement in the last five years.

This Account can only be opened by individuals and should not be used for business purposes. You can open this Account using a Power of Attorney or Court of Protection Order. Please contact us for details of how to do this.

Our approval of your application to open an account with us is subject to credit checks (where relevant) and legal and regulatory checks.

11. Overdrafts

11.1 Arranged overdrafts
If you want an arranged overdraft on your Account you must complete an application and submit it to us. You can apply online when you apply for the account or by calling us once your account is up and running. We will carry out searches with credit reference agencies in order to assess your application. Please refer to our Privacy Statement available on our website for more details.
If you owe us money, we may use any money you hold in other Accounts with us to reduce or repay any amounts you owe. In this situation each case will be assessed on an individual basis to check that the funds are suitable for us to take before doing so. If we do this we will notify you by letter or secure message.

When Refusing a payment due to lack of funds you may be charged an Unpaid Item fee. Details of the current Unpaid Item fee can be found in the Tariff.

12. Joint accounts

As joint Account holders these terms and conditions apply to you both individually and jointly.

We are entitled to accept the authority of any joint Account holder to give instructions on behalf of all other Account holders relating to the Account until any authority is cancelled or treated by us as cancelled.

If any one of the joint Account holders tells us of a dispute between you, we may treat this as notice of cancellation of the authority of any single joint Account holder. If we do, any further transactions may require that those transactions are authorised by all Account holders.

In the event of the death of either of you, any money in the Account will belong to the survivor, subject to any rights we or a third party may have, and the joint Account will be converted to a sole Account.

We may make Account specific information about a joint Account available to any other joint Account holder on that Account. Statements will be sent to both Account holders.
You will each have joint and several liability for any arranged or unarranged overdraft on your joint Account. This means that if any outstanding balances are not paid when they are due, we can pursue either or both of you to repay the total amount owed to us.

13. Payments

13.1 Payments into your Account
Once your Account is open, you can make payments into your Account:

• By instructing another bank or building society to make an electronic transfer from your Account with them to your Account with us
• By setting up a Standing Order through another bank or building society
• By CHAPS, an electronic same-day payments system, within the UK
• By Receiving money from outside the UK as an international transfer from other countries. Please ask for further details
• By sending a cheque in the post with a paying-in slip or letter using our Freepost address (Freepost TRIodos BANK). Please do not send cash by post.

For further details on payment timescales please see the ‘What you need to know’ document we provided when you opened your account. This is also available on our Website.

13.2 Payments out of your Account
Subject to section 14, all payments out of your Account, apart from cheques, cash withdrawals and debit card payments, must be made through Internet Banking or Mobile Banking. We do not offer telephone or postal banking on this account.

When you tell us to make a payment, you must make sure that your instructions are clear and complete. You should always double check the instructions you give to us are correct.

We will take from your Account:

• All payments authorised by you, including withdrawals made using your Card and cheques that you write
• Any cheques you pay in that are later returned unpaid
• Any deposits that have been paid into your account in error
• Any interest, fees and charges due, including any applicable overdraft interest. See the Tariff for more information.

You can make payments from your Account as long as there are enough available funds to cover the payments. In calculating available funds we will take into account any other payments that we have paid or agreed to pay from your Account that day or that have been authorised to be paid that day.

Limits apply to the amount you can withdraw from your Account each day. For more details of these limits, as well as payment cut-off times and when funds will be available, please refer to the ‘What you need to know’ document provided on our website and when you apply.

13.3 When might a payment not be made?
If you try to make a payment without sufficient available funds in your Account, including any arranged overdraft facility, the payment will be declined. However, there are some exceptions to this. These are detailed in the Unarranged Overdraft section (section 11.2) in these Terms and Conditions.

Payments may be checked before being made in line with our legal and regulatory obligations to help prevent fraud and financial crime. Sometimes this might result in payments being held or delayed.
We will not be liable for any losses you incur as a result of us complying with our legal and/or regulatory obligations.

We may refuse to carry out an instruction from you to pay money into or out of your Account if we are not reasonably satisfied that the proposed transaction complies with applicable laws and regulations.

If we do not make a payment that you have asked us to, we will inform you and provide the reasons why unless it is unlawful for us to do so. If we are unable to make the payment because of a factual error in your payment instructions to us we will tell you how to correct that error.

14. Access to your account through third parties

You can give a Payment Service Provider access to your current account with us to enable you to use Payment Initiation Services or Account Information Services provided by the Payment Service Provider.

Any Payment Service Provider will only be given access to your account if your explicit permission is given.

For Payment Initiation Services we will share with the Payment Initiation Service Provider the details that are necessary for the payment to be made.

For Account Information Services we will share transaction information about your current account with the relevant Account Information Service Provider. The Account Information Service Provider may request account information up to 4 times a day for a period of 90 days.

If you give permission to a Payment Service Provider for any of these services which you then wish to cancel, you can do this directly with the Payment Service Provider and / or via your Triodos Bank Internet Banking.

If you choose to use the services of a Payment Service Provider we will not be held liable for:

• The actions of any third party Payment Service Provider
• Any choice of Payment Service Provider that you decide to use
• Any contract that you enter into with a Payment Service Provider
• Any losses or inconvenience caused as a result of using a Payment Service Provider

We are not a legal party in the relationship between you and any third party Payment Service Provider that you choose to use.

We reserve the right to deny any Payment Service Provider access to your account details if we have reasonable concerns about unauthorised or fraudulent access to your account.

15. Statements

You will receive your statements monthly via Internet Banking. You will be sent an email notification when your statement is ready to view. To view your statement, log into Internet Banking and click on statements under the Account Information tab. Statements are available in pdf and will be available in Internet Banking until 12 months after your account has been closed.

Your statement will also notify you of any overdraft charges that are due to be paid in the month.
16. Dormant and nil balance accounts

If you do not use your Account at all for 12 months after it was opened and there is a nil balance, we will close it. We will tell you that we are planning to close it before it is closed. When we tell you, we will explain why your Account is being closed and what you can do to prevent it being closed.

We may suspend operation of an Account that has been inactive for a period of at least six months. We do this to protect you and to prevent fraud.

If you have money in a dormant Account, it will always be your property no matter how many years pass. If you die, it will become part of your estate.

17. Closing your Account

You can close your Account at any time by either writing to us or sending us a secure message through your Internet Banking facility. Additionally, you have the right to cancel your Agreement with us within 30 calendar days, starting on the date that your Account was opened. If you want to cancel your Agreement with us you should tell us by writing or calling us.

We can terminate your Agreement with us and close your Account by telling you in writing at least two months before we intend to close your Account.

If you seriously or regularly break the terms of our Agreement with you (including these Terms and Conditions), we may end the Agreement immediately and close your Account.

We will also be entitled to end this Agreement immediately and close your Account if we reasonably believe:

• You might cause us to breach any law, regulation or code
• You have committed, or attempted to commit, fraud against us
• Any information you have provided to us in relation to your Account is false
• You are using or have used your Account for criminal or otherwise illegal purposes
• You have allowed someone else to use your Account inappropriately.
Part 3: Card Terms and Conditions

18. Introduction

You will be issued with a Card and a PIN to make payments from your Account. These Terms and Conditions apply to the use of your Card. Your Card remains our Property. We may suspend or withdraw the right for you to use your Card and PIN with immediate effect, and require it to be returned to us. We may do this when:

- You use or have used your Card for illegal purposes
- Your Card is being used by someone else
- We reasonably believe that the security of your Card or PIN may have been compromised
- You are not using your Account in accordance with these Terms and Conditions.

We will tell you that we have suspended or cancelled the use of your Card by letter, text message or secure message via your Internet Banking, unless there are legal or regulatory reasons that prevent us from doing so.

19. Making payments

You can withdraw cash from your Account at any ATM displaying the LINK or Mastercard logos and at any retailers offering cashback.

We will not charge you for withdrawal of cash in the UK. However, some ATM operators do impose a charge. You should always be informed of this before the transaction is completed.

You can also use selected ATMs to change your PIN, view your balance or top up a prepaid mobile phone.

You can use your Card to make purchases at retailers displaying the Mastercard logo.

You will usually be asked to enter your PIN into the retailer’s keypad, but may also be asked to sign a sales voucher or may elect to tap your Card on a contactless reader.

You can make purchases over the phone or internet by providing your 16 digit Card number, expiry date and three digit number on the back of your Card (CVC code). When making purchases on the phone or Internet you may be asked to provide additional information. This should be limited to any passcode provided for Mastercard® Identity Check™ in addition to the information above.

You should never provide any other information about your Account or any Security Details. If you reveal any of your Security Details, you may be liable for any payments made out of your Account without your authorisation.

We will refund pre-authorised payments (you may do this, for example, when making a hotel reservation) in the event the person you pay did not tell you the amount of the payment when you authorised it and the amount taken was more than you could reasonably expect to pay (taking into account your ordinary use of your Account). You must request a refund within 8 weeks of the payment being charged. We may ask you for more details about the circumstances in which you authorised the payment before we agree to refund your Account.
We will not refund you if you gave consent directly to us to make the payment or where details of the payment were made available to you at least four weeks before the payment was made.

20. Charges

Details of the charges relating to your Card can be found in the Tariff. This was made available to you when you opened your Account and can also be found on our website.

We may vary these charges from time to time in accordance with the ‘Changes to these Terms’ section above.

Large print, braille and audio versions available on request.

Effective from 14 September 2019

Telephone: 0330 355 0355
contact@triodos.co.uk
www.triodos.co.uk

Calls to and from Triodos Bank may be recorded for training and monitoring purposes.

Triodos Bank UK Ltd. Registered Office:
Deanery Road, Bristol, BS1 5AS. Registered in England and Wales No. 11379025. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008.