Summary of the changes we are introducing to your terms and conditions

Full details of all the changes and the dates they take effect can be found in the separate ‘Guide to Changes’ booklet which you should have received when you opened your account. If you haven’t received this booklet please ask in branch.

From 2 November 2017 we’re making changes to how our bank account overdrafts work and how we charge our overdrafts fees. Below is an overview of how your overdraft is changing:

- **One daily overdraft fee**
  You’ll pay a daily overdraft fee of 1p for every £7 you borrow, over your fee-free amount* (if your account has one).
  When calculating the daily overdraft fee, we will only use every full £7 you have borrowed, so if you borrow less than £7 you won’t be charged.

- **Daily charging**
  Instead of paying all fees in one go each month, the new fee will be charged at the end of each day you use your overdraft – so you’ll pay for what you borrow on the day you borrow it.
  This will help you keep track of how much your overdraft costs you.

- **If you go over your limit**
  So all your payments are made, it’s important you manage your account within your planned overdraft limit. If you don’t have enough money in your account or you reach your limit, you may not be able to make any more payments.
  If a payment takes you over your limit or we stop it, you won’t be charged.

*Fee-free amount – The Classic Account Planned Overdraft will no longer have a fee-free amount. All other accounts will keep their existing fee-free amounts.

We’re also making some other changes that apply to all bank account terms and conditions. One of the main changes is around the cut-off times for payments into your account:

**Funding your account to make a payment** – currently if you do not have enough money in your account to make a payment, you have until 3.30pm the same day to pay money in. From 30 October 2017 we are changing this cut-off time to 2.30pm.

The changes apply to all bank accounts unless otherwise stated in the separate ‘Guide to Changes’ booklet which you should have received.
This booklet contains

Contact details – page 4
▶ information about how to contact us and how we will contact you.

Banking Charges – page 5
▶ details of the charges that apply to our bank accounts
▶ details of the interest rates on overdrafts.

Bank Account Special Conditions – page 10
▶ the special conditions for our bank accounts

Bank Account Conditions – page 13
▶ an explanation of what makes up our agreement with you for personal banking and related services;
▶ our terms and conditions, divided into sections setting out what you and we agree to do under this agreement. To help you find out what you need, we list the main points of each section under ‘What’s in this booklet?’

Please:
▶ read this booklet carefully and keep it for future reference;
▶ ask us if you have any questions, using the contact details we provide;
▶ note that the examples (shown by ı) in this document help to explain our terms but don’t form part of the conditions.

For information about your statutory rights, please contact your local Trading Standards Department or Citizen’s Advice Bureau.
How to contact us

To report a lost or stolen device (including debit card) or damaged debit card...

<table>
<thead>
<tr>
<th>Call</th>
<th>0800 028 8335 (UK)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+44 131 454 1605</td>
</tr>
<tr>
<td>Visit one of our branches</td>
<td></td>
</tr>
<tr>
<td>Use Internet Banking, if you are registered for this service</td>
<td></td>
</tr>
</tbody>
</table>

To tell us about anything else, including...

- about a change of contact details
- you’ve forgotten your PIN
- your cheque book has been lost or damaged
- you didn’t authorise a payment
- you think we have not made a payment correctly
- you think someone knows your security details
- you want to know our current standard exchange rates

<table>
<thead>
<tr>
<th>Call</th>
<th>0345 721 3141</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textphone</td>
<td>0345 600 9644</td>
</tr>
<tr>
<td>if you find hearing or speaking difficult</td>
<td></td>
</tr>
<tr>
<td>Visit one of our branches</td>
<td></td>
</tr>
<tr>
<td>Write to us at Bank of Scotland, The Mound, Edinburgh EH1 1WH</td>
<td></td>
</tr>
</tbody>
</table>

To make a complaint...

See Section M of the Bank Account Conditions ‘Other important items’

If you are registered for Internet Banking, you can also use it to request a new PIN or order a cheque book. We strongly recommend you do not use email to give us confidential information or instructions.

Not all services are available through Telephone Banking 24 hours a day, seven days a week. Please ask an adviser for more information.

You can usually use our Telephone, Internet and Mobile Banking services and Cashpoint® machines at all times but occasionally repairs and maintenance may mean a service isn’t available for a short time.

How we can contact you

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. We never ask for details about your account, devices, security details or any confidential information by email. So please do not reply to an email asking for this information.

Meaning of words we’ve used

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>card</td>
<td>Any debit or other payment card – or card details – that can be used to make a payment using a payment scheme such as Visa.</td>
</tr>
<tr>
<td>electronic, electronically</td>
<td>Any form of message made by any type of telecommunication, digital or IT device – including the internet, mobile banking application, email and SMS.</td>
</tr>
</tbody>
</table>

You must tell us if your name or contact details change. If you don’t tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

Recording calls

We may listen in to or record phone calls to:

- check we have carried out your instructions correctly and are meeting our regulatory obligations;
- help detect or prevent fraud or other crimes; and
- improve our service.
Banking Charges

This section provides information on the charges that apply to our bank accounts.

Unless you pay a monthly fee for an account with added benefits, we don’t normally charge you for everyday banking - providing your account is in credit. There are some events, however, like using your cards to withdraw cash or make a payment in a currency other than sterling, where there may be charges.

If you want to use a service we haven’t covered here, we’ll always let you know before you are charged.

Different fees are taken from your account at different times. For example, regular fees like monthly account fees will come out of your account at the end of your monthly billing period. This is usually from the second of each month to the first of the next month, but if it is different we will have told you this separately. If you’d like to check what your monthly billing period is please just ask us in branch, or call us on 0345 721 3141. There are some charges that are made at the time we provide you with the service, for example, when you use your debit card to withdraw cash or make a payment in a currency other than sterling.

If you open, change or close an account or service that has a regular fee attached to it, such as a monthly account fee, part way through your billing period, you’ll only pay for the time you’ve actually had it.

Current account fees

There are no monthly account fees for:
- Classic Account
- Under 19s Account
- Student Account
- Graduate Account
- Basic Account.

We also have accounts that offer additional benefits, such as insurance, details of which are included in the special conditions or policy terms for that account. The monthly fees for those accounts are:
- Platinum £17
- Silver £9.95 – no new account applications can be accepted for a Silver Account.

If the type of account you hold isn’t listed here please visit bankofscotland.co.uk for an overview of your account features and charges, or ask in branch.

Overdrafts

An overdraft is where, as part of our service, we are willing to lend you money through your current account. We provide two types of overdraft: a Planned Overdraft and an Unplanned Overdraft.

If you think you might need an overdraft, you can ask us in advance for a Planned Overdraft on certain accounts. You can also ask us to increase or decrease an existing Planned Overdraft at any time.

You must be 18 or over to have a Planned Overdraft. How much we lend, if anything, is dependent on your personal circumstances. Overdrafts are repayable on demand.

Our overdraft charges are worked out at the end of the monthly billing period and we’ll always let you know the amount before they are taken from your account.
# Interest rates and charges

## Interest and fee-free amount

If you have a Planned Overdraft on your Current Account, we will not charge any overdraft fees or interest on the following amount of any Planned Overdraft.

<table>
<thead>
<tr>
<th>Account</th>
<th>Interest and fee-free Planned Overdraft amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classic</td>
<td>£25</td>
</tr>
<tr>
<td>Silver</td>
<td>Δ £50</td>
</tr>
<tr>
<td>Platinum</td>
<td>£300</td>
</tr>
</tbody>
</table>

No new account applications can be accepted for a Silver Account.

## Interest rate

For all accounts other than Student account, the interest rate we charge on Planned Overdrafts over any interest and fee-free amount and Unplanned Overdrafts is 1.52% per month/19.89% EAR (variable). For Student accounts, the interest rate we charge on Planned Overdrafts over any interest and fee-free amount and Unplanned Overdrafts is 0.66% per month/8.21% EAR (variable).

EAR is the Equivalent Annual Rate. This is the actual annual rate of an overdraft. It doesn’t take into account fees and charges.

## Monthly overdraft usage fee: £6

You will pay this fee if you use a Planned Overdraft by more than your interest and fee free amount or an Unplanned Overdraft by more than £10 at any time during your monthly billing period. We will charge you a maximum of one Monthly Overdraft Usage Fee in a monthly billing period.

## Unplanned Overdraft buffer

If you use an Unplanned Overdraft of £10 or less, then we will not charge you any additional overdraft fees, but you will be charged debit interest on that amount. If you use an Unplanned Overdraft of more than £10, then you will pay interest on the Unplanned Overdraft balance, a Monthly Overdraft Usage Fee (unless you have already been charged one that month) and the daily fees detailed below.

## Unplanned overdraft daily fees

- £5 a day for unplanned balances of more than £10 but less than £25
- £10 a day for unplanned balances of £25 or more

The daily fee will be worked out at the end of each day (including weekends and Bank Holidays) on the balance of your Unplanned Overdraft. We will charge you a maximum of eight daily fees in a monthly billing period.

An overdraft continues until it is repaid. So, at the start of any monthly billing period, if you still have an overdraft from the previous monthly billing period, you will incur a further Monthly Overdraft Usage Fee (where applicable) and, if it is an Unplanned Overdraft, up to another eight daily fees (depending on when you pay it back) as well as any interest on your overdrawn balance.

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Overdraft fees and interest do not apply on Under 19s or Basic Accounts.
Representative Example

If you use a Planned Overdraft of £1,200 on our Classic Account, the overdraft interest rate we charge on the first £25 will be 0% EAR variable. The overdraft interest rate on the next £1,175 will be 19.89% EAR variable and a Monthly Overdraft Usage Fee of £6 will apply. EAR is the Equivalent Annual Rate. This is the actual annual rate of an overdraft. It doesn’t take into account other fees and charges.

Monthly Maximum Charge (MMC) for Unplanned Overdraft Fees and Interest

The MMC for your account is shown in the table below.

<table>
<thead>
<tr>
<th>Account</th>
<th>MMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classic, Silver, Gold, Platinum, Premier, (including Vantage options) Student, Graduate</td>
<td>£95</td>
</tr>
<tr>
<td>Classic with Control</td>
<td>£10</td>
</tr>
<tr>
<td>Basic Account</td>
<td>£0</td>
</tr>
</tbody>
</table>

This is the maximum amount that, under our charging policy and terms and conditions, we will charge in any monthly billing period for using (or trying to use) an Unplanned Overdraft. The wording below explains what the MMC covers:

**Monthly cap on unarranged overdraft charges**

1. Each current account will set a monthly maximum charge for:
   - a) going overdrawn when you have not arranged an overdraft; or
   - b) going over/past your arranged overdraft limit (if you have one).

2. This cap covers any:
   - a) interest and fees for going over/past your arranged overdraft limit;
   - b) fees for each payment your bank allows despite lack of funds; and
   - c) fees for each payment your bank refuses due to lack of funds.

**Overdraft information for Under 19s and Basic Accounts**

Planned Overdrafts are not available on these accounts. We will not normally provide Unplanned Overdrafts however if you do go overdrawn on the account, you will not be charged interest or overdraft fees.

**Avoiding overdraft charges**

You can avoid overdraft interest and fees if your balance goes overdrawn during the day but you pay money in later the same day. This means that you have until 3.30pm (UK time) to pay in enough to avoid Returned Item Fees and ensure the payment goes out, but you have until midnight to avoid overdraft fees and interest. The money needs to be immediately available to use, so you could transfer money from another personal account you have with us via Mobile Banking, Internet Banking or Telephone Banking or pay in cash over the counter in branch.

**Returned items**

Where you do not have enough available money to make a payment and we do not agree to give you or extend an Unplanned Overdraft, you will not be able to make that payment. We will write to tell you we have declined your request. We will charge you £10 per item, up to a maximum of 3 items per day. We will not charge you if the amount of the payment we decline is £10 or less. The Returned Item Fee is charged on all accounts other than our Basic Account and Under 19s Account.

**Our Control option**

Control is an add-on for Classic Accounts that can help you to stay on top of your finances by limiting the circumstances in which you can go into an Unplanned Overdraft.

For a £10 monthly fee, this means:

- We will not charge you any Returned Item Fees if you try to make a payment for which you do not have enough available money, however you may incur charges from the recipient of the payment.
- If your account does go into an Unplanned Overdraft, you will not pay any fees for the Unplanned Overdraft. Interest will still be charged.
- When you add Control to your account Unplanned Overdraft charges and returned item fees are subject to a Monthly Maximum Charge of £10.
Examples – Unplanned Overdraft Fees

The table below gives examples of the fees you’ll pay if you try to make a payment when you do not have available funds in your account. You may find it helpful to refer to your recent bank statements to see how you currently use your account. This will help you identify why you might have to pay fees and how you can avoid paying them in the future.

We developed these examples with the Office of Fair Trading and leading consumer groups to help you think about how changing the way you use your account can affect the amount you could pay.

In addition to Unplanned Overdraft fees, you may also pay interest on any Unplanned Overdraft you use.

Please note that the following scenarios are to be used as examples only and you may not be able to use your account in this way.

<table>
<thead>
<tr>
<th>Reasons you might pay fees</th>
<th>Classic Account, Added Value Accounts*, Student and Graduate Accounts</th>
<th>Classic Account with Control (£10 monthly fee)</th>
<th>Basic Account††</th>
</tr>
</thead>
<tbody>
<tr>
<td>We refuse a payment from your account because there is not enough money in your account.</td>
<td>If payment is £10 or less: Nil If payment is more than £10: £10</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>A payment from your account takes you into an Unplanned Overdraft by £10 or less. You use an Unplanned Overdraft for one day during the month.</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>A payment from your account takes you into an Unplanned Overdraft and you make another payment from the account while you are overdrawn. You use an Unplanned Overdraft for two days in a row during the month. (Based on your account having an Unplanned Overdraft of £25 or more)</td>
<td>£26</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>A payment from your account takes you into an Unplanned Overdraft and you make nine further payments from your account while you are overdrawn. You use an Unplanned Overdraft for 10 days in a row during the month†. (Based on your account having an Unplanned Overdraft of £25 or more)</td>
<td>£86</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>A payment from your account takes you into an Unplanned Overdraft. You are overdrawn for one day. However, on three further occasions during the same month, a payment takes you into an Unplanned Overdraft. On each of these occasions you are overdrawn for three days†. (Based on your account having an Unplanned Overdraft of £25 or more)</td>
<td>£86</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>A payment from your account takes you into an Unplanned Overdraft. You are overdrawn for 21 days in a row during the month and you make 12 further payments from the account while you are overdrawn†. (Based on your account having an Unplanned Overdraft of £25 or more)</td>
<td>£86</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

If you have added Control to your account we will not charge you fees in any of the scenarios above.
† You will only pay Unplanned Overdraft Daily Fees for up to a maximum of eight days in any monthly billing period.
†† We will not usually agree to provide an Unplanned Overdraft on our Basic Account.
* Our Added Value Accounts are our Silver and Platinum Accounts. We charge a monthly fee on our Added Value Accounts. No new account applications can be accepted for Silver Accounts.
Charges for using your card

Withdrawing cash in sterling in the UK

<table>
<thead>
<tr>
<th>Service</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Using your debit card or Cashpoint® card at a Bank of Scotland Cashpoint® or branch in the UK</td>
<td>Free</td>
</tr>
<tr>
<td>Using your debit card at a non-Bank of Scotland cash machine or branch in the UK</td>
<td>Bank of Scotland does not make a charge but the owner of the machine may. If so, the machine will show you the amount and tell you that it will be taken from your account when you withdraw the cash</td>
</tr>
</tbody>
</table>

Using your debit card to purchase foreign currency or travellers cheques in the UK

<table>
<thead>
<tr>
<th>Service</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Bank of Scotland</td>
<td>Free</td>
</tr>
<tr>
<td>From any other banks, travel agents, bureaux de change and outlets displaying the Visa sign</td>
<td>Bank of Scotland does not make a charge but the provider of foreign currency or travellers cheques may charge.</td>
</tr>
</tbody>
</table>

Withdrawing cash in a currency other than sterling, or withdrawing sterling outside the UK (at a cash machine or over the counter)

When you withdraw cash in a currency other than sterling, or withdraw sterling outside the UK, the amount is converted to sterling on the day it is processed by Visa using the Visa Payment Scheme Exchange Rate.

We will charge a non-sterling transaction fee of 2.99% of the value of the withdrawal and we will charge a non-sterling cash fee of £1.50 for each withdrawal. Where you elect to allow the cash machine operator/financial service provider to make the conversion to sterling we will charge a foreign cash fee of £1.50 for each withdrawal. The provider of the foreign currency may make a separate charge for conversion.

Using your debit card to make a purchase or other transaction (not a cash withdrawal) in a currency other than sterling

The amount is converted to sterling on the day it is processed by Visa using the Visa Payment Scheme Exchange Rate. We will charge a non-sterling transaction fee of 2.99% of the value of the transaction and we will charge a non-sterling purchase fee of £0.50 per transaction which is not applicable if you use a Platinum account debit card.

Other services

<table>
<thead>
<tr>
<th>Service</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stopping a cheque (unless lost or stolen)</td>
<td>£10</td>
</tr>
<tr>
<td>Special cheque presentation</td>
<td>£10</td>
</tr>
<tr>
<td>Duplicate account statements</td>
<td>£5 per request</td>
</tr>
<tr>
<td>Banker’s draft (sterling)</td>
<td>£20</td>
</tr>
<tr>
<td>CHAPS Payment</td>
<td>£25</td>
</tr>
<tr>
<td>International payment from your account</td>
<td>£9.50*†</td>
</tr>
<tr>
<td>International drafts</td>
<td>£20**</td>
</tr>
<tr>
<td>Electronic payments received from outside the UK other than by SEPA credit transfer</td>
<td>Receiving a payment up to and including £100 - £2†</td>
</tr>
<tr>
<td></td>
<td>Receiving a payment of over £100 - £7†</td>
</tr>
<tr>
<td>Foreign currency cheques paid into your account</td>
<td>Sterling value of £100 or less – £5</td>
</tr>
<tr>
<td></td>
<td>Sterling value more than £100 – 0.25% of the total sterling value to a maximum of £80. Our minimum charge will be between £8 and £15, depending on whether we negotiate or collect the cheque.</td>
</tr>
</tbody>
</table>

* For international payments in euro or another EEA currency to a bank account in the EEA, Switzerland or Monaco, you will pay our charges (including the charges of any agent bank we use) and the recipient will pay their bank’s charges.
For any other international payments made through:

- Internet Banking, you will pay our charges and the recipient will pay their bank’s charges and those of any agent bank.
- one of our branches or Telephone Banking you may opt: a) to share charges in the same way as non-EEA payments through Internet Banking or b) to pay all charges, where you also agree to pay the charges of the recipient’s bank and any agent banks we use, instead of the recipient paying them.

We will not always be able to tell you in advance what the recipient’s bank or any agent bank will charge.

** If you cancel an international draft, we will make refund conversions using our standard exchange rate for the transaction on the day we receive the money.

† This fee will not apply to payments in sterling sent to a bank account within the EU from our Basic Account or received from a bank account within the EU to our Basic Account.

**Payment of Standing Orders and Future Dated Payments**

We make payments from your account shortly after midnight at the start of the due date. If your payment date falls on a non-working day, then we will try to collect your payment the next working day. If you don’t have enough funds in your account at this point to make a payment, we will try to make a payment again after 3.30pm the same day. This gives you the chance to put extra funds into your account so that we can make the payment. The money needs to be available to use straight away, so you could transfer money from another personal account you have with us via Internet, Mobile or Telephone Banking or pay in cash over the counter in branch.

If you do not have enough funds at the beginning of a day to make a payment:

- You have until 3.30pm to pay money into your account to make the payment that day
- If a payment takes you into any type of overdraft, you have until midnight to pay money into your account to avoid overdraft interest and fees for that day.

If there are still not enough available funds, we will make a final try on the next working day before rejecting the payment. We will only charge a Returned Item Fee if all three tries are unsuccessful, and we will not charge more than one Returned Item Fee for that failed payment. If we charge a Returned Item Fee then we will write to let you know about the failed payment.

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**Bank Account Special Conditions**

In this section, we explain the specific conditions and product features that apply to our different bank accounts.

1. **How old do I have to be to apply for an account?**

<table>
<thead>
<tr>
<th>Account</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classic, Platinum, Basic Account</td>
<td>18 or over</td>
</tr>
<tr>
<td>Under 19s Account</td>
<td>11-17</td>
</tr>
<tr>
<td>Student Account</td>
<td>17 or over</td>
</tr>
</tbody>
</table>

2. **How much cash can I take out each day?**

2.1 Using your debit card, you can take money out of our branches or from a Bank of Scotland or LINK cash machine or Post Offices but there are limits to the maximum amounts you can have every day.

<table>
<thead>
<tr>
<th>Cash machine</th>
<th>Post Office®</th>
</tr>
</thead>
<tbody>
<tr>
<td>£500</td>
<td>£300</td>
</tr>
</tbody>
</table>

If you have chosen to have an Under 19s Account with a Cashpoint card, the maximum you can withdraw from a cash machine is £200 each day.

2.2 You can make balance enquiries at any Post Office®.

3. **What other special conditions apply to my account?**

On some of our accounts additional special conditions apply. These are below.

**Basic Account**

Our Basic Account is for customers who are legally resident in the EU and do not qualify for one of our other bank accounts.

There are limits on the number of accounts you can have and what you can then do. You can have up to two Basic Accounts; one account must be in your sole name and one in joint names. Either of you can sign and give instructions on behalf of the other. We do not provide a cheque book or planned overdraft on this account.
There are limited circumstances where we can close a Basic Account. We may decide to close your account if we become aware that you have:

- opened another payment account in the United Kingdom;
- given us false or misleading information when you applied for the account which, had we known about it at the time, would have caused us to refuse to open your account;
- not used your account for more than 24 consecutive months;
- used or tried to use your account unlawfully or have acted threateningly, abusively or violently towards our staff; or
- left the EU or reside in a state that is no longer part of the EU.

If we decide to close your account, we will write to you at least two months before, explaining our position unless this would mean we would be breaking any law, regulation, code, obligation or duty (including to our staff). We won’t write to you two months before if we are closing your account because you have used it or tried to use it for illegal activity, or you have provided incorrect information or have acted in an abusive, threatening or violent way.

From time to time we will review your financial circumstances and the way you are using your account. We may decide to move you to a more suitable account if you become eligible for it. We will write to you about this at least two months before moving your account, giving our reasons.

For customers who open a Basic Account from 2 September 2016, for fraud and security reasons, if you apply for your account while living outside the UK, we will not open your account until you have registered for Internet Banking. Once registered, you will receive statements and certain other correspondence electronically. You can choose to receive these on paper at any time.

**Under 19s Account**

You can only have an account in your sole name. You can choose to have either a Cashpoint® card for accessing your money at cash machines only - both in the UK and abroad or a Bank of Scotland Visa debit card which you can use to pay for things in shops, on the Internet and to access your money at cash machines - both in the UK and abroad.

You will earn a variable rate of interest, of **1.50% AER** (1.49% Gross) paid quarterly, on credit balances up to £2,500. You will not earn interest on balances of £2,500 and over.

Some services such as Telephone Banking will only be available when you turn 16. If you choose to have a debit card, some transactions, like gambling, may be inappropriate for your age group, so we will block your card from making purchases in some shops or on some websites that are potentially unsuitable. If you want to change your card to one that doesn’t have this added protection you can ask for a replacement card in branch when you turn 16.

If you still hold your Under 19’s Account in the year of your 19th birthday, we will change your account to a Classic Account, or similar account if we no longer offer a Classic Account. We will always write to you at least two months before to let you know what’s changing.

**Student**

To have a Student Account you must be studying for a full-time course that lasts for a minimum of two years or be on a one year access course leading onto a full-time degree. You can only have one Student Account with us in your sole name and you cannot have a Student Account with another provider. You must tell us if you are no longer eligible for the account. When you graduate from your course, or after a maximum of six years, we will convert your account to a Graduate Account. If you are not eligible for a Graduate Account (for example you leave full-time study before graduating) we will convert your account to a Classic Account (or similar account if it is no longer available). We will write to you about this, giving you at least two months’ notice before changing your account.

**Graduate**

The Graduate Account is only available to Bank of Scotland Student Account customers whose account will change to a Graduate Account after graduation. The Graduate Account is not available to new or existing customer applications. You can only have the Graduate Account for up to three years from graduation. Around the third anniversary of your graduation, we will convert your account to a Classic Account (or similar account if it is no longer available). We will write to you about this, giving you at least two months’ notice before changing your account. You can only have one Graduate Account in your sole name. The amount of your Planned Overdraft that is interest and fee free will reduce at the end of each academic year. We will give you at least two months’ notice before this happens.
Platinum Account
The additional benefits for this account are provided by third parties. The terms that apply to these benefits can be found in the Platinum Account welcome pack.

Vantage Conditions
If you have Vantage added to your Classic, SilverΔ, Platinum, GoldΔ or PremierΔ account, it gives you the benefit of credit interest on your current account if you comply with the Vantage conditions. You can have a maximum of three accounts with Vantage. The Vantage conditions are that each month you must:
– pay into your account at least £1,000 during the calendar month; and
– keep your account in credit (that is above £0) during the monthly billing period; and
– pay at least two different direct debits from your Vantage account each calendar month.

If you meet the Vantage conditions, you will qualify for credit interest for that monthly billing period, which runs from the second working day of a month to the first working day of the next month. This means we will work out interest on a daily basis at the Vantage interest rate from the second working day of the month and pay it to your account at the end of the first working day of the next month.

If you do not meet all the Vantage conditions we will not pay interest on the amount in your account. We also do not pay interest on any amount over the Vantage upper limit.

The interest rate below will apply from the day we upgrade your account with Vantage, as long as you do so within normal working hours or from the next working day if you do not.

### Current account interest rate with Vantage

<table>
<thead>
<tr>
<th>Balance</th>
<th>AER %</th>
<th>Gross %</th>
</tr>
</thead>
<tbody>
<tr>
<td>£1 – £5,000</td>
<td>2.00</td>
<td>1.98</td>
</tr>
</tbody>
</table>

Interest rates are variable. Interest is not paid on balances over £5,000.

The monthly billing period for our Vantage customers is from the second working day of a calendar month to the first working day of the next. If this is different to your current monthly billing period for your current account we will change it straight away.

**AER** stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year.

We will pay your interest ‘gross’, this means we will not deduct tax automatically from it. Depending on your personal circumstances you may need to pay tax on the interest you earn. You will be responsible for paying any tax you may owe to HM Revenue and Customs (HMRC).

**No new account applications can be accepted for the following product:**

Silver Account
The additional benefits for this account are provided by third parties. The terms that apply to these benefits can be found in the Silver Account welcome pack.

Δ No new account applications can be accepted for Silver, Gold and Premier Accounts.
# Bank Account Conditions

## What's in this booklet?

Here is a list of the sections in this document, to help you find what’s important to you more easily.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Read more about this</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Our agreement with you</strong></td>
<td>Section A</td>
</tr>
<tr>
<td><strong>Checks, account security and keeping you informed</strong></td>
<td>Section B</td>
</tr>
<tr>
<td><strong>Making and receiving payments</strong></td>
<td>Section C</td>
</tr>
<tr>
<td><strong>How long will your payment take?</strong></td>
<td>Section D</td>
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<tr>
<td><strong>Interest and charges</strong></td>
<td>Section E</td>
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<tr>
<td><strong>Overdrafts</strong></td>
<td>Section F</td>
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<td><strong>How and when we can make changes to this agreement</strong></td>
<td>Section G</td>
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<tr>
<td><strong>How we manage joint accounts</strong></td>
<td>Section H</td>
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<tr>
<td><strong>Can someone else operate your account?</strong></td>
<td>Section I</td>
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<tr>
<td><strong>Who is responsible for any loss?</strong></td>
<td>Section J</td>
</tr>
<tr>
<td><strong>Using money between accounts (set-off)</strong></td>
<td>Section K</td>
</tr>
<tr>
<td><strong>Ending this agreement or an account, benefits package or service, or suspending a benefit or service</strong></td>
<td>Section L</td>
</tr>
<tr>
<td><strong>Other important terms</strong></td>
<td>Section M</td>
</tr>
<tr>
<td><strong>Additional important information</strong></td>
<td>Section N</td>
</tr>
<tr>
<td><strong>Important facts about your personal information</strong></td>
<td>Section O</td>
</tr>
</tbody>
</table>

## Section A – Our agreement with you

Our agreement with you is made up of:

- the ‘general conditions’ in this booklet, which are the main terms for your bank account and for our overall relationship with you for personal banking services; and
- the ‘additional conditions’, which are the interest rates, charges and other terms that apply to a specific account or service. We give these to you when speaking to you or in documents such as our application forms, letters or leaflets (such as welcome packs), on our website and in our Banking Charges guide.

> Additional conditions include things like minimum and maximum balances you have to keep on an account and how to qualify for a particular account, service, rate or benefit.
If an additional condition conflicts with a general condition, the additional condition applies.

Under the general conditions, you can make payments to accounts with other banks. If the additional terms for your account say you can only make payments to another account with us, those terms apply instead.

You must not open or use a personal account to hold money for someone else (including as a trustee or personal representative) or for the purpose of a business, club, charity or other organisation without our consent. We have different agreements for customers who are not personal customers.

### Meaning of words we’ve used

<table>
<thead>
<tr>
<th>Word</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>account</td>
<td>Any account you hold with us that is covered by this agreement.</td>
</tr>
<tr>
<td>Lloyds Banking Group</td>
<td>This includes us and a number of other companies using the Bank of Scotland, Lloyds Bank and Halifax brands and their associated companies. You can find more information on the Lloyds Banking Group at lloydsbankinggroup.com</td>
</tr>
<tr>
<td>we, us, our</td>
<td>Bank of Scotland plc.</td>
</tr>
</tbody>
</table>

We explain the meaning of some other words at the start of each section of this booklet.

### Section B — Checks, account security and keeping you informed

We need to make sure that only you can access your accounts. This section explains what you and we both need to do to protect your information and accounts. It also covers the information we will give you about your account.

#### 1. How do we know we are dealing with you?

**1.1** We will assume we are dealing with you and will provide information about your accounts and services and act on instructions (without further confirmation) if we have checked your identity, for example in one of the following ways or in any other way we may introduce:

<table>
<thead>
<tr>
<th>Method of instructing us</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>In person in a branch</td>
<td>Evidence of identity (such as a passport) or use of a device with security details</td>
</tr>
<tr>
<td>By cheque or in writing</td>
<td>Your signature</td>
</tr>
<tr>
<td>Telephone, Internet or Mobile Banking or using a device</td>
<td>Use of your security details</td>
</tr>
<tr>
<td>Contactless</td>
<td>Use of a device</td>
</tr>
</tbody>
</table>

#### 2. How do you and we keep your account secure?

**2.1** We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.

**2.2** You must:
- follow instructions we give you, which we reasonably consider are needed to protect your accounts from unauthorised access;
- not let anyone else (even someone sharing a joint account with you) use any device or security details;
• not let anyone else give instructions or access information on your accounts unless they have a separate arrangement with us or you have authorised them to operate your accounts for you;
• if there is a signature strip on a card we give you, sign the card as soon as you receive it;
• keep your device secure and protect it from damage; and
• do all you reasonably can to prevent anyone else finding out your security details.

2.3 You must tell us as soon as possible (see ‘How to contact us’) if you:
   a) think any device or security details have been lost, stolen, damaged or are being misused; or
   b) think someone can access your accounts without your authority or has discovered your security details.

You should:

- carry out regular virus checks on devices you use for Internet or Mobile Banking

You should not:

- tell anyone your security details;
- change or copy any software we provide, or give it to anyone else;
- choose obvious passwords or codes (such as your date of birth) as part of your security details;
- write your security details on, or keep them with, your device or banking documents;
- write down your security details in a recognisable way; or
- let anyone listen to your calls with us, or watch you entering or using your security details.

2.4 If you use an aggregation service we do not provide, we will not treat you as breaking your security obligations as long as you do not give your security details to the service provider. (An aggregation service enables you to view, in one place, information about accounts with different banks.)

2.5 If we, the police or other authorities are investigating any misuse (or alleged unauthorised use) of your accounts, you must provide information and help that we or they ask for if the request is reasonable. We may pass related information to other banks or companies involved in card payment processing, or to the police or other authorities, in the UK or (if appropriate) abroad.

2.6 You are responsible for checking statements, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

3. How will you get statements and other information?

3.1 We will provide or make available a statement each month there are payments on the account or, if there are none, at least once a year. Each statement will set out all the payments into and out of your account and will contain other information about those payments. If we do not provide information about international payments, you can ask us for details.

3.2 We will provide statements by paper. If your account is accessible by Internet Banking, you can choose to receive statements electronically.

3.3 You can ask for information about your accounts or order a paper statement at any branch or through Telephone Banking. If we have already provided a statement on paper, we will charge you for a duplicate.
Section C — Making and receiving payments

In this section we explain how to make payments from your account and how soon you can use money paid in. We also explain how to stop payments and what happens if something goes wrong.

Meaning of words we’ve used

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>cut-off time</td>
<td>The latest time we can process instructions or add payments to an account.</td>
</tr>
<tr>
<td>device</td>
<td>Anything such as a card, electronic wallet, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.</td>
</tr>
<tr>
<td>IDM</td>
<td>Immediate Deposit Machine.</td>
</tr>
<tr>
<td>security details</td>
<td>Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).</td>
</tr>
<tr>
<td>working day</td>
<td>Monday to Friday (except English bank holidays). You can give some instructions for payments on non-working days, but we do not complete their processing on our systems until the next working day except for card payments. This is explained below.</td>
</tr>
<tr>
<td>SEPA</td>
<td>The Single Euro Payments Area. In Section N we include a list of the countries in SEPA.</td>
</tr>
</tbody>
</table>

The time periods given assume we receive a payment or payment instruction before the cut-off time on a working day. If it is received after the cut-off time or on a non-working day, we will treat it as being received the next working day, except cash paid into a branch on a non-working day which will show in the account, and you can use it, on the day you pay it in.

4. How can payments be made into your account?

4.1 Payments in sterling can be made into your account by cheque, direct transfer from another account and in cash; and by cheque or direct transfer from international accounts in other currencies. Cut-off times for payments into your account will depend on how the payment is made. The table below shows what our cut-off times are for receiving payments by cash, cheque or direct transfer.

<table>
<thead>
<tr>
<th>Method</th>
<th>Cut-off time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch</td>
<td>Branch closing time</td>
</tr>
<tr>
<td>IDM</td>
<td>Branch closing time</td>
</tr>
<tr>
<td>Depositpoint™</td>
<td>Branch closing time</td>
</tr>
<tr>
<td>Post Office® with a counter service</td>
<td>As stated by the Post Office</td>
</tr>
<tr>
<td>Cashpoint®</td>
<td>End of the day</td>
</tr>
<tr>
<td>Electronic transfer from another bank account</td>
<td>End of the day</td>
</tr>
</tbody>
</table>

The tables below show how we process these payments.

4.2 Paying in cash at Bank of Scotland

<table>
<thead>
<tr>
<th>Method</th>
<th>If paid in by the cut-off time, does cash show in your account that day?</th>
<th>Can you use cash the day it is paid in?</th>
<th>Do payments affect any interest we pay or charge from the day they are received?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch</td>
<td>Yes</td>
<td>Yes – immediately after it is counted</td>
<td>Yes</td>
</tr>
<tr>
<td>IDM</td>
<td></td>
<td>Yes – soon after the cut-off time when the cash is counted</td>
<td></td>
</tr>
<tr>
<td>Depositpoint</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Cashpoint®</td>
<td>No – we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest we pay or charge.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post Office® with a counter service</td>
<td>No – we will receive the funds the next working day. From that day, it will show in your account, you can use it and it will affect any interest we pay or charge.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
You can deposit cash at most Post Offices using a personalised paying-in slip. Please ask the Post Office you intend to use if they offer this service.

If you pay cash into a Bank of Scotland Cashpoint on Monday, you will be able to use it as soon as we have counted it on Tuesday.

4.3 Direct payments received from another bank account

<table>
<thead>
<tr>
<th>Paying-in method</th>
<th>Does the payment show in your account on the day it is received?</th>
<th>Can you use the money on the day it is received?</th>
<th>Does the payment affect any interest we pay or charge from the day it is received?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers on a non-working day between two personal accounts (A) and (B) in your name with Bank of Scotland</td>
<td>No – it will show in B on the next working day.</td>
<td>Yes – immediately available in B.</td>
<td>No – it will count for interest in A until it is shown in B.</td>
</tr>
<tr>
<td>Any other direct payment (e.g. standing order, direct transfer)</td>
<td>Yes</td>
<td>Yes – immediately.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

4.4 Sterling cheques (paid in at Bank of Scotland or any bank in the UK, Isle of Man, Gibraltar or Channel Islands and most Post Offices)

Payments show in your account on the working day we receive the cheque (if you pay it into a Cashpoint, this will be the next working day after you pay it in). The table below explains what happens while the cheque is being ‘cleared’ (collected from the other bank). If you need to be sure a cheque has been paid, you can ask for ‘special presentation’ when you pay in the cheque. There is a charge for this service.

<table>
<thead>
<tr>
<th>Type of cheque</th>
<th>When will the payment affect any interest we pay or charge?</th>
<th>When can you use the payment?</th>
<th>When can the cheque be returned unpaid?</th>
</tr>
</thead>
<tbody>
<tr>
<td>All cheques paid into a Bank of Scotland mainland branch, IDM, Depositpoint or mainland Cashpoint**</td>
<td>From the second working day after we receive the cheque.</td>
<td>From the fourth working day after we receive the cheque.</td>
<td>Up to the end of the sixth working day after we receive it even if you have already spent it. It may put you into overdraft. From then on we cannot take money from your account if the cheque is returned unpaid without your consent, unless you have been fraudulent.</td>
</tr>
</tbody>
</table>

*If you pay in any cheque at a Bank of Scotland branch or Cashpoint in the Scottish islands, you should add an extra working day to the time when a cheque can be returned unpaid.

If you pay in any cheque at a Post Office, you should add an extra working day to all the timings in the table above (or two extra working days if you pay it in after the Post Office’s cut-off time). You can pay in cheques at most Post Offices using a personalised paying-in slip and a cheque deposit envelope. Please ask the Post Office you intend to use if they offer this service.
If you pay a sterling cheque into your account through a Bank of Scotland mainland branch on Monday, you will see it on your account the same day. It counts towards any interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday.

**Important information**

We may refuse a cheque for payment into your account if it is more than six months old.

**4.5 International payments into your account**

If we receive a direct payment or cash in a foreign currency, we will convert it into sterling before we pay it into your account. We will then treat it like any cash deposit or direct payment (see above). For some currencies, we may be unable to convert the payment into sterling on the day we receive it. If so, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it.

**What rates and charges apply to an international payment into your account?**

- You can find out our current standard exchange rate for the payment by calling us (see ‘How to contact us’). Please note that the rate may change by the time we receive the payment.
- We may take our charges for dealing with an international payment before we add it to your account. If we do this, we will tell you the full amount of the payment and the charges that applied.

**4.6 International cheque payments**

If you want to pay in a foreign currency cheque, or a sterling cheque, where the paying bank is outside the UK, the Channel Islands, the Isle of Man or Gibraltar, you must sign your name on the back of the cheque. We may not be able to accept cheques in all foreign currencies. We generally try to ‘negotiate’ a cheque but if we can’t, or if you ask, we can ‘collect’ it.

Any foreign currency cheque will only affect any interest we pay or charge from the working day that the funds are credited to your account. If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we converted the cheque to sterling, we will change it back into the foreign currency using our standard exchange rate for the payment. We will do this even if you have already spent the money or it will put you into overdraft. This normally means we take more from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
Additional information about foreign cheques
– We take charges for dealing with foreign cheques and pass on to you any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned. We take these charges from the account you told us to pay the cheque into.
– Occasionally we cannot get payment of foreign cheques because of local foreign-exchange or other restrictions.
– If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not tried to negotiate or collect the cheque.

4.7 General terms about payments
If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:
• cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
• expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

5. How can you take cash or make payments out of your account?
5.1 Making a payment
If you want to make a payment or withdraw cash, we will check we are dealing with you as set out in Section B.

If we receive a payment instruction after the cut-off time on a working day, we will act on it on the next working day. The cut-off time for making payments depends on how and where a payment is to be made, but for a payment in sterling within the UK is not usually before 3.30pm (UK time). You can ask us for details, and we give some extra information about cut-off times for particular payments in Section N.

If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-working day, in which case we will make the payment on the following working day.

What happens if you don’t have enough available funds?
If you ask us to make a standing order or future-dated payment and do not have enough available funds to make the payment on the due date, we will try again to make the payment later that day. If there are still not enough available funds, we will make a final try on the next working day before rejecting the payment.

We will only charge a Returned Item Fee if all three tries are unsuccessful, and we will not charge more than one Returned Item Fee for that failed payment.

Payment details
For us to make a payment for you within the UK, we normally need the sort code and account number or card number and any other details we ask for. For some payments we may ask for different details; for example, we will ask you for a mobile telephone number if you use the Pay a Contact service.

To make an international payment we will also need the recipient’s full name and address, their bank’s name and address and the following details:
• For international payments in euro to a bank account in a SEPA country – The international bank account number (IBAN) of the recipient’s account. Sometimes we will also need the business identifier code (BIC).
• For international payments in a currency other than euro to a bank account in a SEPA country – The international bank account number (IBAN) and the business identifier code (BIC) of the recipient’s account.
• For any other international payment – The recipient’s account number and other information we need for the particular payment, for example if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment.
5.3 **When can we stop you making payments?**
We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:
- security – including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of a device or your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

If we do this, we will act in a reasonably appropriate way and will try to reduce your inconvenience. Unless the law prevents us doing so or we reasonably believe it would undermine our security measures, we will try to contact you in advance to tell you we are doing this and why. If we cannot tell you in advance, we will tell you as soon as possible afterwards.

If we stop a card or other device, you must not use it, and we can take it if you try, for example in a cash machine.

5.4 **When can we refuse to act on an instruction?**
We can refuse to make a payment or allow a cash withdrawal if:
- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any point in time) – we will let you know if we are stopping a payment for this reason;
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;
- you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or device – such as the daily limit for withdrawals from cash machines;
- the payment instruction is not clear or does not contain all the required details;
- the account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- there is a regulatory requirement that tells us to;
- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us); or
- any other reason set out separately in this agreement applies.

**What happens if we refuse to act on an instruction?**
Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you are using a card to make a payment or withdraw cash, the retailer – or organisation that owns the cash machine – will tell you the payment has been refused. For certain contactless transactions, the retailer or organisation may not be able to confirm at the point the card is used that the transaction has been refused. If you want to check whether a transaction has been accepted, you can call us (see ‘How to contact us’).

---

### Additional information about failed payments

- You can contact us to find out (unless the law prevents us telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.

### Making direct debits

We allow direct debit payments to be collected from your account on the date specified in any direct debit instruction you have given to a business or other organisation (in the UK). They will normally tell you at least 10 working days before changing the payment dates or amount of money to be collected from your account, unless you agree otherwise.

### Using your device for payments

If you use your card to withdraw cash or to make a payment, we will take the funds from your account after we receive confirmed details of the withdrawal or payment from the relevant payment scheme (such as Visa or MasterCard). This may be on a working or a non-working day.

If you use your device for a transaction (e.g. a cash withdrawal or a payment) in a currency
other than sterling, we will convert it to sterling on the day it is processed by the payment scheme. The exchange rate we use is set by the payment scheme. We also apply charges to these transactions. You can find our charges in our Banking Charges guide. You can find out the current exchange rate by calling us (see ‘How to contact us’).

**Additional information about card payments in another currency**

If you use your card to withdraw foreign currency from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion into foreign currency. That bank will set the exchange rate and may also charge you for the conversion.

We may replace your card with a different type of card available under this agreement following a review of your personal circumstances. We will tell you about the features of the card when we send you the replacement card. If the change would alter the terms of this agreement, we will give you notice as set out in Section G.

We may replace a Cashpoint® card with a card that allows you to make purchases as well as to use cash machines.

**Can you cancel or change a payment?**

You cannot change or cancel a payment instruction that you have asked us to make immediately (including payments by card) but you can cancel a direct debit, standing order, regular card payment and any other payment you asked us to make on a future date. To do this, you must tell us by the end of the last working day before the payment is due to be made. If you wish to cancel or change a direct debit or regular card payment (or if your account or card details change), you should also tell the business or organisation you’re making the payment to, so they can cancel or change it as well.

If we have made an international payment for you, we can only recall it (or any part of it) if the recipient bank agrees. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if an international payment is returned to your account, we will change it back into sterling using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment, so the amount paid back into your account may be less than that originally taken.

If we are told by a banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their account to another bank, we will update your instruction with the new account details. This will mean your payment reaches the correct account within the agreed timescales.

**Making, stopping and replacing cheque payments**

When we receive a cheque you have written, we will take the money from your account on the same day. We may not accept a cheque for payment out of your account if it is more than six months old. You are responsible for making sure you have available funds in your account to cover any cheques you have written.

You may be able to stop a cheque that has not yet been paid by calling us with details of the cheque number, amount and date, the payee and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed.

If someone asks you to replace a cheque (because, for example, they say it is lost or there is a problem with it), you are responsible for getting the old cheque back (and for destroying it), or for asking us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

You should not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
Section D – How long will your payment take?

This section tells you how quickly we send payments to the payee’s bank.

Meaning of words we’ve used

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEA</td>
<td>The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein.</td>
</tr>
<tr>
<td>SEPA</td>
<td>The Single Euro Payments Area. In Section N we include a list of the countries in SEPA.</td>
</tr>
</tbody>
</table>

6. Payments within the EEA in EEA currencies

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>How long will the payment take to reach the payee’s bank after we take it from your account?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediate</td>
<td>Normally no more than two hours after we take the payment from your account. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments.</td>
</tr>
<tr>
<td>Future-dated</td>
<td>Normally no more than two hours after we take the payment from your account on the day we send it. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments. Standing orders and future-dated payments can be made on working days only.</td>
</tr>
</tbody>
</table>

7. Additional information about international payments

- If you ask us to make a payment in a foreign currency, we will use our standard exchange rate for that payment at the time we make it unless we agree a different rate with you when you ask us to make the payment. Our exchange rates may depend on the amount of the payment and how we process it, for example whether you choose to pay all charges or whether they are shared. You can find out the current exchange rates by calling us – see ‘How to contact us’.
- If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank.
- When you ask us to make an international payment, we will tell you about any charges that may apply.
- We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- If we necessarily incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

The payee’s bank must pay the funds into the payee’s account on the day it receives the payment from us.

Payments outside the EEA or in non-EEA currencies

You can ask us for details about how long the payment should take to arrive. We cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more information on timescales in Section N.
Section E — Interest and charges

On some accounts, we pay interest on amounts we hold for you. We charge interest on amounts you borrow, and also have charges for some accounts and some services, including borrowing.

8. **Where can you find information about our interest rates and charges?**

   Our Banking Charges guide or additional conditions contain our interest rates and charges for all accounts and services. You can also find them out by contacting us and on our website (see ‘How to contact us’).

9. **How do we work out how much interest to pay or charge?**

   9.1 Unless we have told you otherwise, we calculate any interest we pay or charge at the end of every monthly billing period, based on the daily balance of your account.

   9.2 We pay interest by crediting it to your account. We pay interest on interest once it is credited to your account as it becomes part of the account balance. The additional conditions will tell you when we pay interest on your account. This is usually monthly, three-monthly, six-monthly or yearly. If interest is due to be paid on a non-working day, we will pay interest up to, and on, the next working day.

   9.3 If we pay interest on your account, we will pay it ‘gross’ and it will count towards your personal savings allowance. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.

   9.4 We may take any interest and charges you owe us from the same account or from any other account you have with us. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account and will tell you the date this will happen. We charge interest on interest once it has been added to your account balance.

Section F — Overdrafts

We offer Planned and Unplanned Overdrafts on most of our current accounts so that you can borrow when you need to.

<table>
<thead>
<tr>
<th>Meaning of words we’ve used</th>
<th>available funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is:</td>
<td></td>
</tr>
<tr>
<td>▶ the amount of any credit balance on your account; plus</td>
<td></td>
</tr>
<tr>
<td>▶ the unused amount of any Planned Overdraft; less</td>
<td></td>
</tr>
<tr>
<td>▶ any funds showing in your account that are not yet available for use (like recent cheque deposits) and any payments we have authorised but not yet taken from your account.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planned Overdraft</th>
<th>An overdraft up to a limit we agree in advance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unplanned Overdraft</td>
<td>An overdraft we have not agreed in advance. We will regard you as making a request for an Unplanned Overdraft if:</td>
</tr>
<tr>
<td></td>
<td>▶ you try to take cash or make a payment when you do not have available funds; or</td>
</tr>
<tr>
<td></td>
<td>▶ your account becomes overdrawn because a payment into the account has been returned unpaid by the paying bank, or because we have added charges.</td>
</tr>
</tbody>
</table>

10. **When do you have to repay an overdraft and what does it cost?**

   10.1 An overdraft is repayable ‘on demand’. This means we can ask you to repay it (or part of it), or reduce the limit, at any time. Usually this will be due to a change or expected change in your personal circumstances. We will give you at least 30 days’ notice unless we need to take action sooner to protect our interests or for regulatory reasons.

   10.2 We may charge interest and fees on our overdrafts depending on:

   ● the type of current account you have;
   ● whether the overdraft is Planned or Unplanned; and
   ● whether your balance is within any interest or fee-free amount or ‘buffer’.

   Details of the charges that apply to overdrafts are set out in our Banking Charges guide.
10.3 When you apply, we will give you Planned Overdraft terms. If we do not tell you how long your Planned Overdraft is available, it will continue until ended by you or us. We will review your Planned Overdraft at least once every 12 months.

10.4 If your account goes into Unplanned Overdraft, we will write to tell you we have agreed to this and how much you must pay for using it. We will not write to you if it is repaid the same day or we increase an existing Unplanned Overdraft.

10.5 If you do not have available funds and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment and we will tell you we have declined your request. The charges that apply are set out in our Banking Charges guide.

Section G — How and when we can make changes to this agreement

As this agreement could last a long time, we will need to change its terms occasionally. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. We will tell you about these changes, and how they will affect you, in advance. You can generally close an affected account or end your relationship with us if you do not want to accept any change we tell you about. In fact, with most of our accounts, you are free to terminate the relationship at any time.

We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.

11. What can we change?

11.1 We can change the general or additional conditions that apply to a particular account, benefit or service.

11.2 We can change the package of benefits included as part of an added-value account (such as travel insurance) and, if a benefit is not provided by us, the provider of the benefit. The new provider may offer the replacement benefit on different terms.

11.3 We may also change your account to a different account type as set out in condition 25.

12. Why can we make a change?

Meaning of words we’ve used

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>reference interest rate</td>
<td>An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England base rate.</td>
</tr>
<tr>
<td>regulatory requirement</td>
<td>Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.</td>
</tr>
</tbody>
</table>
12.1 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

<table>
<thead>
<tr>
<th>Reason</th>
<th>For example</th>
</tr>
</thead>
<tbody>
<tr>
<td>A change in regulatory requirements.</td>
<td>We may have to update our security terms because new legislation introduces tighter standards.</td>
</tr>
<tr>
<td>To do something positive for you.</td>
<td>Our payment terms may have to change because new technology enables you to make payments more quickly.</td>
</tr>
<tr>
<td>A change in the cost of running our accounts, including changes in our funding costs.</td>
<td>Changes to the Bank of England base rate that increase or decrease the interest rates we pay savers may affect how much we charge for our overdraft.</td>
</tr>
<tr>
<td>Any other change that affects us, if it is fair to pass the impact of the change on to you.</td>
<td>We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.</td>
</tr>
</tbody>
</table>

12.2 We may make changes for any other reason we cannot foresee.

12.3 If the interest rate on your account is a ‘tracker rate’, the rate will change automatically in line with the reference interest rate it is linked to. The additional conditions will say how soon the tracker rate will change after a change in reference interest rate.

12.4 We can change our standard exchange rates at any time.

13. How and when will we tell you about changes and what are your rights?

**Meaning of words we’ve used**

| personal notice                                                                 | A notice we give you individually, for example by letter, electronically or in statement messages or inserts. |
| published notice                                                               | A notice we put in our branches, on our website and, sometimes, in national newspapers. |

13.1 We explain below how we give notice to change terms on our accounts (including overdraft changes).

<table>
<thead>
<tr>
<th>Type of change</th>
<th>Notice</th>
<th>Timing of notice before or after the change</th>
<th>Can you close or switch your account without charge?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Changes to interest rates or overdrafts that favour you</td>
<td>Personal or published</td>
<td>No more than 30 days after</td>
<td>Yes, unless the additional conditions say you cannot.</td>
</tr>
<tr>
<td>All other changes</td>
<td>Personal</td>
<td>At least 2 months before</td>
<td>Yes, at any time before the change.</td>
</tr>
</tbody>
</table>

13.2 What are your rights if you want to close or switch an account in response to notice of a change?

For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details at the start of this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately (which may require you to repay any overdraft on the account). If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.
Section H — How we manage joint accounts
If two or more of you are joint account holders, you can each give us instructions on your own. This section explains how we deal with you and what happens if the arrangement between you comes to an end.

14. What do joint account holders need to know?

14.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, unless a regulatory requirement means we must make enquiries or confirm instructions with the other account holder. We can also rely on information given by any one of you about the other(s).

Examples of things any joint account holder can do without the knowledge of the other(s)
- Take all the money in an account.
- Close an account.
- End a service.
- Ask for electronic statements and correspondence (instead of paper).
- Apply for overdrafts, cards and other services.
- Replace an account or service with another account or service covered by this agreement.

Examples of things we can do for one account holder that count as if we did them for the other(s)
- Provide any information about your account, but you can ask us to send you separate current account statements if the account holders live at different addresses.
- Record and act on information that any of you gives us about another of you.
- Provide pre-contract information to the person who asks us to set up a Planned Overdraft.
- Send a notice to just one of you.

14.2 You are each, separately, responsible for complying with the terms of this agreement. If any one of you does not comply, we can take action against any or all of you.

If there is an overdraft on a joint account, each of you is liable to repay it even if you did not know about it.

15. What happens when the arrangement between joint account holders changes or ends for any reason?

15.1 When this agreement ends (or your account is closed), we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.

15.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all agree to this.

15.3 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.

15.4 If one of you dies, we may continue to act on the instructions of the remaining account holder(s) but we do not have to do so in all cases.

Section I — Can someone else operate your account?

16. How can someone else operate your account?

16.1 If you want or need someone else to operate your account, you must either sign a form we give you or show us a power of attorney, signed by you, which authorises them to operate your account.

16.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, or if you go bankrupt or die.

16.3 For security reasons, we may not allow another person access to all of the services we provide to you. If we do allow them to use a service, you can tell them your security details as long as they agree to keep them safe.
We are not responsible for an act (or failure to act) by someone else allowed to operate your account as long as we did not know or suspect they were acting dishonestly towards you.

Section J — Who is responsible for any loss?
It is important for you to understand what you and we take responsibility for and when you may be liable under this agreement.

Meaning of words we’ve used

<table>
<thead>
<tr>
<th>device</th>
<th>Anything such as a card, electronic wallet, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>security details</td>
<td>Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).</td>
</tr>
</tbody>
</table>

17. Incorrect payments

17.1 When will we refund incorrect payments?
We will immediately refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank in the EEA and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction or we can show that the payment was received by the other person’s bank; or
- the payment was unauthorised (see ‘Unauthorised payments’ on following page).

17.2 Are there any special rules about refunds for card payments?
If you have used your card to make a payment, you can ask us to refund the payment if all the following conditions are satisfied:

- the payment was made to a retailer in the EEA;
- you did not specify an exact amount to be paid;
- the amount taken was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
- you request a refund within eight weeks of the date the payment was made from your account.

17.3 If these conditions are not satisfied, we need not make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

Additional information about card payment refunds
We may ask you to provide information that is reasonably necessary to investigate whether you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card.
Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will refund the payment or inform you of our reasons for refusing to do so.

17.4 Are there any special rules about refunds for direct debit payments?
If you think there has been an incorrect direct debit payment, you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation that set it up.

17.5 You should tell the business or organisation what you have done and why. If they still think that you need to pay them, you will need to resolve the dispute with them directly. This does not affect your right to a refund as set out above.
18. Unauthorised payments
You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and any charges or interest you paid or lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

1. If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

2. If we can prove you have been grossly negligent with your device or security details, you will be liable for payments from your account but only until you have told us your device or security details have been lost, stolen or could be misused. In some cases, you will not be liable for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your device or security details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet.

19. What happens if we break the terms of this agreement?

19.1 We are responsible if you suffer loss because we have broken this agreement. There are three exceptions to this rule:

1. We are not liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary. These include delays or failures caused by industrial action (e.g., strikes), problems with another system or network, mechanical breakdown or data-processing failures.

2. We are not liable for losses or costs where a regulatory requirement means we must break this agreement.

3. We are not liable for business losses or costs you suffer (such as loss of business profits or opportunities) as a result of anything we have done, as we make this agreement with you as a personal customer.

19.2 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

Section K — Using money between accounts (‘set-off’)
Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you.

Meaning of words we’ve used

| regulatory requirement | Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator. |

20. When can we use set-off?

20.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.

20.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise with us.
20.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (X) as shown below:

<table>
<thead>
<tr>
<th>Money in account for</th>
<th>Set off against money owed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>You only</td>
<td>You</td>
</tr>
<tr>
<td>You only</td>
<td>You and X</td>
</tr>
<tr>
<td>You and X</td>
<td>You and X</td>
</tr>
<tr>
<td>You and X</td>
<td>X</td>
</tr>
<tr>
<td>You and X</td>
<td>You</td>
</tr>
</tbody>
</table>

20.4 Even if there is a court decision against you or you are fined, we can use money you have in your accounts to pay something you owe us (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

20.5 Occasionally we receive legal instructions or notices to hold a customer’s money for someone else or to pay it to someone else. If this happens, the amount available to the other person will be what is left after we add up what we owe on the affected accounts and subtract what the first person owes us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are prevented by law.

21. Applying compensation payments to your accounts

21.1 If we decide to pay you money to settle a complaint or to pay you compensation regarding products covered by this agreement, we may put this money towards any amount you owe us for products covered by this agreement (such as an overdraft). We will do this in line with any regulatory requirements that apply to us.

Section L — Ending this agreement or an account, benefits package or service or suspending a benefit or service

22. Suspending a service or benefit

22.1 We may suspend a benefit, account or service if we think you don’t want it any more because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months’ notice in writing before doing so.

23. Ending this agreement or an account, benefits package or service

23.1 This agreement continues until you or we cancel or end it. The table below shows how this agreement (or any account, benefits package or service) can be ended. If we end it, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

<table>
<thead>
<tr>
<th>By</th>
<th>Reason</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>You</td>
<td>Any reason</td>
<td>None (we may ask you to confirm in writing).</td>
</tr>
<tr>
<td>Us</td>
<td>If we reasonably consider that:</td>
<td>None.</td>
</tr>
<tr>
<td></td>
<td>▶ there is illegal or fraudulent activity on or connected to the account;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▶ you are or may be behaving improperly (for example, in a threatening or abusive way);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▶ by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▶ you have seriously or repeatedly broken this agreement in any other way.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to the ‘reclaim fund’ (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.</td>
<td>For further details see Section N.</td>
</tr>
<tr>
<td></td>
<td>Any other reason</td>
<td>Two months (in writing).</td>
</tr>
</tbody>
</table>
23.2 When this agreement ends, any account covered by it will close and any benefit or service we provide under it will stop. You must also:
   a) repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
   b) pay any charges and interest up to the date the agreement, account or service ends;
   c) return anything that belongs to us or that we have given you, such as any device or unused cheques; and
   d) cancel any direct payments (such as direct debits, standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.

23.3 If this agreement (or a service or benefit under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.

23.4 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover anything you owe us or, if you have broken this agreement, any loss of ours that results.

23.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.

23.6 After this agreement ends, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy statement referred to at the end of this agreement under ‘Important facts about your personal information’.

Section M — Other important terms

24. Insurance
If insurance is included with your account, we hold any money we receive for you from the insurer regarding the insurance in our role as a bank and treat it like any other funds paid into your account. It is not held on trust for you (or as your agent if in Scotland) or in line with the Financial Conduct Authority’s client money rules. We hold on the insurer’s behalf any insurance premiums we collect.

25. What happens if you do not meet the conditions we set for an account type?

25.1 We may change an account you hold with us to a different account, including one with a different or no benefits package (and lower regular account fees), if:
   a) you do not pay (or you use an Unplanned Overdraft to pay) your regular account or benefits package fees twice in a row;
   b) you stop being eligible for your existing account or any of the benefits on your account in any other way;
   c) you are no longer resident in the United Kingdom;
   d) you hold more than one added-value account; or
   e) you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months’ notice. We will only change your account to one that we believe is a reasonably suitable alternative.

26. Transferring rights and obligations
You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

27. Not enforcing this agreement
We may not always strictly enforce our rights under this agreement; for example, we may allow you more time to pay what you owe. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

28. How can you complain?
If you feel we have not met your expectations in any way, please let us know so that we can tackle the problem as quickly as possible. We have a three-step procedure to resolve your concerns.
   a) Step 1 — Let your usual point of contact know
Inform us of your complaint and how you think it could be resolved by calling into any branch, calling us on 0800 072 8668 (+44 131 278 3729 from overseas), 24 hours a day, seven days a week, textphone on 0800 389 1286, or contacting your relationship manager or Business Manager, if you have one.
We will try to resolve your complaint by the end of the next business day. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when to expect our full response. We will also let you know the name and contact details of the person or team dealing with your case.

b) Step 2 – Follow-up
To follow up your complaint with Customer Services, you can ask the person you raised your complaint with to refer the matter to them or write to Bank of Scotland, PO Box 548, Leeds LS1 1WU.

c) Step 3 – Financial Ombudsman Service
If you disagree with the decision we make, you can refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you’re unhappy with something we’ve done. Details are available from us on request or you can get further information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at [http://ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.

29. Law applying to this agreement

29.1 Unless you are resident in Scotland when the conditions in this agreement first apply to you, English law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.

29.2 If you are resident in Scotland when the conditions in this agreement first apply to you, Scots law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

29.3 This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

Section N — Additional important information

This section does not form part of the conditions for your account but provides further important information that you may need.

Who we are

- **Our company details**
  - Bank of Scotland plc, Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ.
  - To find out more about our company, see the Registrar’s website, [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or call the Registrar on 0303 1234 500.
  - Our VAT number is 244155576.
  - We lend money and offer savings, insurance and other financial services to our customers.

How we are regulated

- We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 169628.
- To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk) or call the FCA on 0800 111 6768.
- We are regulated by the Office of Communications (‘Ofcom’). If you have a complaint, particularly about our text-messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org.uk](http://www.ofcom.org.uk) telephone 020 7981 3040, fax 020 7981 3333 or textphone 020 7981 3043.

Industry codes and memberships

- We are a member of the British Bankers’ Association. Please see [www.bba.org.uk](http://www.bba.org.uk) to find out more.
- We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.
We follow advertising codes regulated by the Advertising Standards Authority (‘ASA’). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see www.asa.org.uk or call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at enquiries@asa.org.uk or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

Dormant balances

We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008, which enables money in dormant accounts (i.e., accounts that have been inactive for 15 years or more) to be distributed for the benefit of the community while allowing customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL), a not-for-profit reclaim fund authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your account to RFL, you will have the same rights against RFL to reclaim your balance as you would have done against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on behalf of RFL. Therefore, you should continue to contact us in the usual way if you have any questions or complaints about dormant accounts or balances.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). Any transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

International payments

Our international payments service means you can make an electronic payment from your Bank of Scotland current account to another person outside the UK (whether in sterling or another currency), or in a currency other than sterling to another person in the UK. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for an international payment. You can use this service through our branches and using Internet or Telephone Banking. There is a £5,000 limit for any international payment made through Telephone Banking, and a limit of £100,000 for international payments made through Internet Banking.

The cut-off time for making payments depends on how and where a payment is to be made.

<table>
<thead>
<tr>
<th>Your payment</th>
<th>Cut-off time</th>
</tr>
</thead>
<tbody>
<tr>
<td>International payment in euro made through one of our branches or by Telephone Banking</td>
<td>No earlier than 2pm and no later than 3pm</td>
</tr>
<tr>
<td>International payment in a currency other than euro made through one of our branches or by Telephone Banking</td>
<td>3pm</td>
</tr>
<tr>
<td>International payment in any currency made through Internet Banking</td>
<td>3pm</td>
</tr>
</tbody>
</table>

Section D explains how long any payment should take to arrive. Please bear in mind that countries outside the UK may have different non-working days, and this could affect when the person you have sent money to is able to draw it out.

As we explain in Section D, if you make a payment outside the EEA or in a non-EEA currency, we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

The Single Euro Payments Area (SEPA) currently consists of the countries of the EEA plus Aland Islands, Azores, Canary Islands, French Guiana, Gibraltar, Guadeloupe, Guernsey, Isle of Man, Jersey, Madeira, Martinique, Mayotte, Monaco, Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino and Switzerland.

We will confirm the details of your international payment, including the sterling equivalent of the payment, the charges we apply and any breakdown of these, along with the exchange rate we applied immediately before the payment leaves your account. This information may also appear on your account statement. If you make a transfer in one of our branches, we’ll give you a receipt at the time. If you use Telephone Banking, we’ll confirm all the details to you over the phone. And if you use Internet Banking, you can print one off yourself.

Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.
CHAPS
The cut-off time for making CHAPS payments is 4.25pm.

Cancellation
We hope you’re happy with the account or service you’ve chosen. However, if you’re not you have 14 days from opening the account or taking the service to cancel it without charge by writing to us, visiting any branch, or contacting us by telephone or online through Internet Banking. Our details are shown in the ‘How to contact us’ section. We will then help you to move to another account we offer or will return your money to you with any interest you have earned on it. If you have used an Overdraft you will have to repay it before you can cancel.

If you have a Planned Overdraft you can also cancel it at any time by writing to us, visiting any branch or contacting us by telephone or online through Internet Banking. If you do so, you must repay any overdrawn balance.

Other information
▶ We will communicate with you in English.
▶ Our charges will include delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
▶ Cashpoint® is a registered trademark of Lloyds Bank plc and is used under licence by Bank of Scotland plc.
▶ The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
▶ You can ask for a copy of this agreement or download it from our website.
▶ For more information visit us at bankofscotland.co.uk or go to any Bank of Scotland branch.

Section O — Important facts about your personal information
This information is not part of your Personal Banking conditions.

Personal data and Bank of Scotland plc.
Your information will be held by Bank of Scotland plc., which is part of the Lloyds Banking Group.

More information on the Lloyds Banking Group can be found at lloydsbankinggroup.com
Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

We will share your personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at www.bankofscotland.co.uk/securityandprivacy/privacy or contacting your local branch.

We may obtain information about you from credit reference agencies, fraud prevention agencies, and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. This may affect your ability to obtain credit elsewhere in the near future. We may also use credit scoring.

When you opened your account(s), your application may have been assessed using credit reference agency records relating to you and anyone with whom you have a joint account or similar financial association. If a joint application has been made and such a link did not already exist, then one may have been created. These links will remain until you successfully apply for a ‘notice of disassociation’ at the credit reference agencies.

If you provided information on behalf of a joint applicant, we understand you had their permission to do so and they have agreed that we are authorised to search, link and record information about them at credit reference agencies.

We may ask you to provide physical forms of identity verification when you open your account(s). Alternatively, we may search credit reference agency files in assessing your application(s). The agency also gives us other details and information from the Electoral Register to verify your identity. The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.

Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you. If you do not wish to receive this information please let us know.

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at www.bankofscotland.co.uk/securityandprivacy/privacy or you can ask us for a copy. Please let us know if you have any questions about the use of your personal information.
If you’d like this in another format such as large print, Braille or audio CD please ask in branch.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service or via Textphone on 0345 600 9644 (lines are open 9am to 5.30pm, 7 days a week). If you’re Deaf and a BSL user, you can use the SignVideo service available at bankofscotland.co.uk/accessibility/signvideo

Bank of Scotland plc. Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ.

Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

Information correct as of August 2017.

The Bank Account Conditions have been clarity-checked and awarded the Clear English Standard by Plain Language Commission (www.clearest.co.uk).