

Internet Banking agreement

Effective from 8 June 2020



**BANK OF
SCOTLAND**

By your side

Internet Banking agreement

This agreement is made up of these Internet Banking terms and conditions, and the Additional Services terms and conditions.

In this agreement:

- ▶ 'You' are the customer who has registered for Internet Banking; and
- ▶ 'We' are Bank of Scotland plc.

What is Internet Banking?

Internet Banking is our online service where you can access most of your personal accounts using a computer, mobile, tablet or other device, either through your browser or our apps. Internet Banking includes the Additional Services listed below.

What are the Additional Services?

Customers who are registered for Internet Banking may be able to use Additional Services, which currently include the following:

- ▶ Paper-free statements and correspondence;
- ▶ Pay a Contact;
- ▶ Everyday Offers;
- ▶ Mobile alerts;
- ▶ Cheque imaging; and
- ▶ Card freezes.

Please read our privacy statement, which is available at www.bankofscotland.co.uk/privacy

It explains how we'll use your personal information and gives details about how we use cookies.

1. This agreement

1.1 This agreement applies to your use of Internet Banking and any Additional Services. If there are any inconsistencies between the Internet Banking terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will apply.

1.2 Unless we tell you otherwise, this agreement doesn't change any of the terms and conditions that relate to the accounts or other services you access through Internet Banking. We have separate account or service agreements with you for these. If we tell you that any of this agreement's terms apply to an account or other service you use but it conflicts with a term in your account or service agreement, the term in this agreement will apply.

2. Charges

2.1 We don't charge you to use Internet Banking or the Additional Services but your network operator or internet provider may charge you for using the internet.

2.2 Any charges that apply for making transactions using Internet Banking will be made under your relevant account agreement, not this agreement. This is explained in the information we give you about the account.

3. Using Internet Banking and the Additional Services abroad

- 3.1 You should be able to view information or perform transactions on your accounts if you use Internet Banking in a country outside the UK.
- 3.2 If you want to use Internet Banking or any of the Additional Services in a country outside the UK, you're responsible for finding out whether it is lawful to do so in that country. You're responsible for complying with its local laws. We're not responsible for any loss that results if you break local laws.

4. Joint accounts

- 4.1 You can use Internet Banking to access any joint accounts you have. You may be able to give us instructions about them independently of the other account holders. You must each register separately for Internet Banking.

5. Activating the Additional Services

- 5.1 We may provide some Additional Services automatically to you, depending on the service and any previous preferences you've given. You can opt out of or activate other Additional Services that we make available to you through Internet Banking.

6. Security

- 6.1 We will ask you to confirm your identity when you log on and before we accept certain instructions you give us through Internet Banking. We may also rely on some of the security functions on the devices you use when you access Internet Banking, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 6.2 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on the computer or device you use to access Internet Banking. If we detect these things, we may suspend, restrict or block your access to Internet Banking or the use of your security details. If this happens, you may not be able to access some or all of our Internet Banking services again until you have removed the viruses or malware. If we tell you that you should use new security details to access your accounts, you must do so.

- 6.3 You must always keep your security details secure and not share them with anyone, including any joint account holders. You must also ensure that only your biometric information (such as your fingerprint when using Touch ID) is registered on any devices you use to access Internet Banking. We'll never phone, text or email you asking for your password or memorable information.
- 6.4 You may use third party providers who offer account information services or payment initiation services (or both) so long as:
 - ▶ they're authorised by law;
 - ▶ they're open and transparent about their identity; and
 - ▶ they're acting in line with the relevant regulatory requirements.

If you are thinking of using a third party provider, you should check it is authorised before you use it.

7. Access to Internet Banking and the Additional Services

Please note

Not all Internet Banking services are available 24 hours a day, 7 days a week.

- 7.1 You can usually use Internet Banking and the Additional Services at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the services aren't available or may be slow for a short time.
- 7.2 We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us or coming into one of our branches.
- 7.3 We may suspend, restrict or stop your use of Internet Banking, the Additional Services or the use of your security details if we reasonably think this is necessary because, for example:
 - a) the security of your account or Internet Banking is at risk;
 - b) we suspect unauthorised or fraudulent use of your security details or Internet Banking;
 - c) a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
 - d) we must comply with a legal or regulatory requirement;

- e) you've knowingly given us false information about yourself or another account holder;
- f) a systems failure has occurred;
- g) a third party has failed to supply services;
- h) there is another reason beyond our reasonable control; or
- i) this agreement ends.

7.4 We may prevent access to Internet Banking if you're using an outdated browser or are using a version of an app we no longer support. Internet Banking functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.

7.5 We may de-register you or suspend your use of Internet Banking or security details for security reasons if you haven't used them for a long time or do not use them for 90 days after registering. If we do this, you can ask us to reactivate them but you may need to re-register.

7.6 If possible, we'll contact you before suspending, restricting or blocking your access to tell you we're doing so and why. We explain how we may contact you in section 10 of this agreement. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.

7.7 You must not use Internet Banking or any software we provide (e.g. our app) except for your own use. You may not adapt, alter, modify, copy or reverse-engineer it or allow someone else to do the same.

8. How you can end this agreement

8.1 You may end this agreement **at any time** without explanation or charge by calling our helpdesk or visiting us in branch.

9. How we can end or change this agreement

9.1 We'll usually notify you of changes using your **Internet Banking secure inbox**, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least 30 days' notice in advance, we can:

- a) change any of these terms or conditions, including introducing or changing charges, changing the terms or conditions of the Additional Services, or withdrawing an Additional Service; or
- b) end this agreement.

We can also make a change that is to your advantage without telling you in advance.

9.2 The notice period will start from the date we tell you we have delivered the notice to your **Internet Banking secure inbox** or have sent it by one of the other means.

9.3 We can make a change for a reason set out below. If we do, the change we make will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Types of change

- ▶ A change in regulatory requirements – for example, if the law changes or our regulator changes its rules or guidance.
- ▶ To reflect changes in Internet Banking or the Additional Services available to you.
- ▶ To do something that is to your advantage.
- ▶ A change in the cost of providing Internet Banking.
- ▶ Any other change that affects us if it is fair to pass on its impact to you.

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

9.5 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

10. How we'll contact you

10.1 If we need to contact you about Internet Banking or the Additional Services, we'll normally do so through your **Internet Banking secure inbox**. We'll never change any documents held in your Internet Banking secure inbox or your personal account area after we have sent them.

10.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.

10.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

11. How you can contact us

- 11.1 You can get in touch with us by visiting your branch or calling us. Details of our telephone (including textphone) numbers are available within Internet Banking, on the website and from our branches.

12. Complaints

- 12.1 If you have a complaint, please contact us using the details available within Internet Banking, on the website and from our branches. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 12.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below.

Address: Financial Ombudsman
Service, Exchange Tower,
London E14 9SR;

Telephone:
0800 023 4567 or **0300 123 9123**;

Email:
**complaint.info@
financial-ombudsman.org.uk**

Website:
www.financial-ombudsman.org.uk

13. Other information

- 13.1 All the information we give you and all communications between you and us will be in English.
- 13.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.
- 13.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service.

14. Law applying to this agreement

- 14.1 This agreement is governed by the law that applies to the account you're accessing through Internet Banking (for example, if English law applies to your account, the same law will apply to your use of Internet Banking). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

Legal information

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 168628. Authorisation can be checked on the Financial Services Register at www.fca.org.uk Bank of Scotland plc is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Bank of Scotland plc is registered with company number SC327000. Our registered office is at The Mound, Edinburgh EH1 1YZ.

Additional Services

Paper-free statements and correspondence

These paper-free statements and correspondence terms apply to accounts you access through Internet Banking.

By signing up for Internet Banking and agreeing to receive paper-free statements or correspondence (or both), you agree we can give you information about your accounts electronically and stop sending paper copies. However, we may not be able to provide all your statements or correspondence electronically and it may not always be appropriate for us to do so, so we may still send you some or all of this information by post.

What do we mean by 'correspondence'?

Generally this means any communication except statements or some of the information sent with statements regarding your accounts and the relationship you have with us. This may include copies of agreements, notices of arrears (except on credit cards where we send you these notices with your statement) and information about changes we make to your agreement, but this may vary depending on the type of account you hold with us. Please refer to our paper-free statements and correspondence FAQs for further information.

1. If we send you information electronically, we'll do this by posting the information in Internet Banking or sending the information to your Internet Banking secure inbox. Any correspondence you receive through Internet Banking will be in PDF or HTML format, or another format that allows you to print or download it and refer to it again in the future.
2. You can view, download and print your statements and correspondence from Internet Banking or Internet Banking secure inbox at any time. Your statements and correspondence contain important information, so we encourage you to securely save a copy of them to make sure you always have them.

3. If you ask us to change your account from one type to another, your agreement to receive statements and correspondence electronically will also apply to your new account unless you tell us otherwise.
4. If you choose to receive paper-free statements or correspondence, it will apply to the account and not the account holder. This means that:
 - ▶ you can choose different arrangements for different accounts; and
 - ▶ if you have a joint account and one of you asks for paper-free statements or correspondence, we will not send paper copies to either of you for that account.

Before you ask us to send you paper-free statements or correspondence for an account, you must ensure that any joint account holders agree you can do this. We'll write to them to confirm the change and then we'll stop sending them this information by post, but we may continue to send them important mailings when appropriate. They can sign up for Internet Banking to receive paper-free statements and correspondence. If you end this Internet Banking agreement, we'll no longer send paper-free statements or correspondence on your accounts.

5. Unless the additional conditions for your accounts state that you can only receive correspondence electronically, you can choose to opt out of receiving statements and correspondence electronically at any time by changing your settings in Internet Banking.

Pay a Contact

1. The Pay a Contact service is available through our mobile app. You can make payments using Pay a Contact without registering for the service, but to receive payments you must be registered.
2. When you register for Pay a Contact, your name and mobile number will be stored on a database managed by a third party for the participating banks and building societies. This information will be shared with:
 - a) the third party managing the Paym service and its suppliers, including employees or contractors of the third party operator or its suppliers;

- b) participating banks and building societies;
 - c) any person who is registered to use Pay a Contact or Paym through us or through another bank or building society. This will allow them to verify your name when sending you money.
3. You must use Pay a Contact only to send and receive payments. You must not use it or information obtained through it for any other purpose.
 4. Paym is a trademark of the Mobile Payment Service Company Limited and is used under licence.

Everyday Offers

1. Eligibility

- 1.1 To be eligible for Everyday Offers you must:
 - a) be over 18;
 - b) hold a personal current account with us;
 - c) have a debit or credit card (as primary cardholder) from a personal account with us; and
 - d) be registered for Internet Banking.
- 1.2 You also need to activate individual offers before you can earn cashback.

2. Receiving cashback

- 2.1 Cashback you earn from debit or credit card offers is paid in line with the offer-specific conditions you receive when you activate an offer. We'll normally pay cashback into your personal current account on or before the last working day of the month after the month we receive details of your payment. This may be in a different month from when you made the payment – see example:

Example

Friday 28 August - you activate an offer

Sunday 30 August - you make a payment that qualifies for £10 cashback

Tuesday 1 September - we receive details of the payment

Friday 30 October - we pay your £10 cashback to your account

- 2.2 We'll pay cashback for direct debit offers into your personal current account on or before the last working day of the month after the month we receive details of your second direct debit payment.
- 2.3 **Working days** are Monday to Friday, except bank holidays.
- 2.4 If you have more than one personal current account with us, you can choose which account we pay the cashback into. Otherwise we'll pay it into the account that's been open the longest.

3. When we don't pay cashback

- 3.1 You won't receive cashback if, at the time it is due to be paid:
 - 3.1.1 you no longer have a personal current account we can pay it into; or
 - 3.1.2 you're no longer registered for Everyday Offers.
- 3.2 We won't pay you cashback on a direct debit offer if you cancel your direct debit instruction before your second payment.
- 3.3 We won't pay you cashback if doing so would break any law or regulation that applies to us.

4. Additional cardholders' spending on credit cards and joint current accounts

- 4.1 Spending by additional cardholders will earn cashback for the primary cardholder on the account. We'll use it to generate new offers but only the primary cardholder can register for cashback and activate offers.
- 4.2 For joint current accounts, our offers will match spending on your card and not on the card of the other account holder. Only the person who has activated an offer can earn cashback. We pay cashback into the current account you choose, whether it's a joint or sole account.

5. Stopping the service and withdrawing or changing offers

- 5.1 We can temporarily or permanently stop you using the service immediately and withhold any unpaid cashback if we reasonably believe that:
 - 5.1.1 you're abusing the service; or
 - 5.1.2 you're trying to gain cashback by fraudulent or other illegal means.

- 5.2 We may withdraw the service by giving you 30 days' notice. If you've not broken this agreement, we'll still pay you any cashback you've earned on payments made up to the date we withdraw the service. You won't be able to earn any more cashback after this point.
- 5.3 We try to ensure that the information in the offers is accurate. If there are any errors in an offer, we may withdraw or correct it. This won't affect any offers we've already fulfilled.

6. Liability

- 6.1 We're not responsible for any loss, cost or charge you incur if Everyday Offers is unavailable or affected by an issue that is beyond our reasonable control.

3. Changing your mobile phone number

- 3.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
 - 3.1.1 we'll continue sending alerts to your old device or number until you tell us; and
 - 3.1.2 we won't be liable for any loss you suffer if someone else finds out your account information.

Mobile alerts services

What are mobile alerts?

Mobile alerts include any mobile alerts services we offer and any service messages we may send to your mobile phone or other devices, other than those we are required to send by law or a regulator.

1. Charges for mobile alerts

- 1.1 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator or app provider.

2. Accuracy of mobile alerts

- 2.1 The mobile alerts you receive are accurate when our systems create them. The details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 2.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.

Cheque imaging

1. Types of cheque you can deposit

1.1 You can only deposit sterling cheques payable from another Bank of Scotland account or a participating UK bank or building society into a Bank of Scotland personal current account or savings account where you are a named account holder. You cannot use cheque imaging to deposit the following cheques:

- ▶ traveller's cheques;
- ▶ bank giro credit;
- ▶ electronic vouchers; and
- ▶ other non-standard cheques.

1.2 The cheque must be payable to you, and the name on the cheque must match the name or one of the names on the account you are paying it into.

1.3 You can't deposit a cheque if you've previously tried unsuccessfully to pay it in at a branch, Post Office, ATM machine or any other place; or if we have previously refused to accept it through cheque imaging for a reason in condition 4 below.

2. Depositing a cheque

2.1 Your app will tell you if the cheque deposit process was successful.

2.2 If it was, this means the cheque image and related details you provided were captured for processing. It does not mean the cheque itself is problem-free or that it will be paid. When we start processing the information, we may still reject the cheque for a reason given in condition 4 below.

2.3 You can see the status of cheques successfully deposited through your app in the app's Deposit History tab. This will show only cheques deposited using cheque imaging on that device. It will not show cheque-imaging deposits made on another device by you or by any joint account holder on their device. Unsuccessful deposit attempts are not recorded or displayed in the app.

2.4 While a cheque is being processed, its status will show as 'pending'. If the status of a cheque is shown as 'pending' or 'funds available':

- ▶ you must not try to pay in the same cheque again using the app; and

- ▶ you must not try to pay in the same cheque again in some other way, for example, at a branch.

2.5 If the status of a cheque is shown as 'Rejected', a message will be displayed in Deposit History explaining why the deposit was rejected and what you can do next.

3. Why might we reject a cheque?

3.1 To reduce the risk of fraud, we limit the value of cheques you can pay in using cheque imaging. This means you can pay in a single cheque up to the value stated in the app, or several cheques that add up to that value on the same day. We may change these limits at any time, but you'll always see the current daily limit value displayed in the app, and we'll also inform you of any change.

3.2 For various reasons, we may be unable to process a cheque – please refer to your account terms and conditions for full details. When depositing through cheque imaging, the following reasons could also apply:

- a) it is not a type of cheque we can accept;
- b) the cheque is not in pounds sterling; or
- c) the quality of the cheque image is not good enough.

4. What happens if we reject a cheque?

4.1 If you successfully deposit a cheque but we later reject it, this will show as a debit in your transactions in the Deposit History tab and the funds will no longer be available. Unless prevented by law, we'll also tell you the reason for the rejection and what you should do next.

4.2 A cheque can be returned unpaid even after you have paid it into your account, as explained in your account terms and conditions.

5. How long must you keep the paper cheque?

5.1 You must keep the paper cheque until it is showing as 'funds available' in your Deposit History. This is in case there are queries or you need to resubmit the cheque some other way.

Card freezes

What are card freezes?

Card freezes give you more control by allowing you to select how and where your card can be used.

1. Eligibility

1.1 To set up a card freeze, you must hold a personal Bank of Scotland branded debit card or credit card. The availability and features of each card freeze may differ between debit cards and credit cards.

2. Setting up a card freeze

2.1 Any card freezes you set up will apply to the card or cards you select – as identified by the 16-digit card number on the relevant cards – and to any replacement for those cards. The only exception is when you report a card lost or stolen. In this case, any card freezes you have set up will not apply to the replacement card, so if you want a card freeze to continue you will need to reset it yourself.

2.2 Who can set up and cancel a card freeze?

Debit cards	Credit cards
Only the named cardholder for each card	Only the primary cardholder

3. Adding and withdrawing card freezes

3.1 We may make new types of card freeze available at any time. If we withdraw a card freeze, we'll give you 30 days' notice unless we cannot do so for reasons outside our control.

4. Card freezes on lost or stolen cards

4.1 If you know your card has been lost or stolen, you should report this immediately by calling us or logging in to Internet Banking, rather than setting up a card freeze.

5. Exceptions and liability

5.1 When we receive a request for payment, we'll make every effort to act on any card freezes you have set up. However, sometimes transactions you request will still go through or may be declined. This may include any 'offline' transactions that are not referred to us for prior authorisation – for example, some contactless payments and recurring transactions, such as magazine subscriptions.

5.2 When we consider whether or not a transaction is permitted, we rely on the information retailers give us when they request a payment. If a retailer incorrectly categorises the type of transaction you are making and because of this the transaction doesn't match a card freeze you have set up, we may allow or decline the payment accordingly.

5.3 We are not responsible for any loss, cost or charge you incur if we allow a transaction you request and authorise despite having set up a card freeze. Also, we are not liable for any loss, cost or charge you incur if a payment is made or declined for reasons beyond our reasonable control.

Get in touch

 [bankofscotland.co.uk](https://www.bankofscotland.co.uk)

 0345 602 0000

 Visit your local branch

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

If you have a hearing or speech impairment you can use Relay UK, or contact us by textphone on **0345 600 9644**. Adviser service: 9am–5.30pm every day. In either case, calls are serviced by Relay UK. SignVideo services are also available if you're Deaf and use British Sign Language: **[bankofscotland.co.uk/contactus/signvideo](https://www.bankofscotland.co.uk/contactus/signvideo)**

Calls and online sessions may be monitored and/or recorded for quality evaluation, training and to ensure compliance with laws and regulations. Not all Telephone Banking services are available 24 hours a day, 7 days a week.

If you need to call us from abroad, you can also contact us on **+44 113 279 8302**.

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If you want to make a complaint, you'll find helpful information at: **[bankofscotland.co.uk/contactus/complain](https://www.bankofscotland.co.uk/contactus/complain)**

To speak to us, call: **0800 072 8668**, or from abroad **+44 131 278 3729**. Adviser service: 24/7.

Textphone is available if you have a hearing or speech impairment: **0800 389 1286**, or from abroad **+44 131 278 3690**. Adviser service: 9am–5.30pm every day.

You can also visit us in branch.

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.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: **www.lendingstandardsboard.org.uk**

Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.

This information is correct as of April 2021.

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