

Smart Start

Terms and conditions

For use from 1 November 2022



**BANK OF
SCOTLAND**

By your side

Welcome to Bank of Scotland and Bank of Scotland Smart Start

This information is important if you are:

- ▶ an adult helping a child or young person you look after start using a bank account (in these conditions we call you the 'guardian'); or
- ▶ trying out banking for yourself (we call you the 'account holder')

Most of the information applies to the account holder and the guardian, so 'you' means either of you. Some details just apply if you're the Bank of Scotland Smart Start account holder, and others are only relevant to the guardian. If so, we say this.



All this information is part of our contract with you. It also tells you:

- ▶ how you and we can contact each other;
- ▶ how your account works; and
- ▶ what to do if anything goes wrong

Please read it carefully and keep it safe in case you need it later. You can ask for a copy at any time, and it's on our website too. Please ask if you don't understand anything.

Where to find what you want to know



Words and phrases

Explains some of the words and phrases in this booklet.



Section A – Our agreement

Explains what makes up the contract between us.



Section B – Contact details and information about your account

Explains how to get in touch with us, and how we can contact you – and tells you how we'll keep you up to date with your Smart Start accounts.



Section C – Security

Explains the steps you and we should take to protect your Smart Start accounts and your information, and how we check that instructions have come from you.



Section D – Making payments

Explains:

- how to pay money into and out of your account and the different types of payment you can use;
- how long this should take, and when your payments should arrive;
- what to do if something goes wrong; and
- how to stop a payment



Section E – Paying interest

Explains how we work out the interest to pay on your Smart Start Savings Account.



Section F – Changing this agreement

Explains how and when we can change the contract between us, how we'll tell you about any changes and what you can do if you don't agree.



Section G – Is Bank of Scotland Smart Start a joint account?

Explains the relationship between the account holder and guardian.



Section H – Can you ask someone else to operate Bank of Scotland Smart Start?

Explains what happens if you need to ask someone else to look after your accounts.



Section I – Can you ask a third party provider to make payments from Bank of Scotland Smart Start?

Explains what happens if you use Open Banking, and need to arrange for a third party company to get information about your account or make payments for the account holder.



Section J – What if things go wrong?

Explains when we're responsible if things go wrong, and when they might be your responsibility.



Section K – When can we close an account or stop or suspend a service we provide? When can you close your account?

Explains how to close your account, and when we can close it.



Section L – Other important conditions

Explains various things including how to make a complaint, the law that applies to this agreement and account limits.



Section M – Charges

Explains the charges that could apply to certain transactions on your account.



Section N – Special conditions

Contains the detailed Bank of Scotland Smart Start conditions, including what transactions you can make and when we'll pay interest.



Section O – Useful to know

Includes some practical information which may help as you use Bank of Scotland Smart Start, including payment timescales, cut-off times and transaction limits.

Words and phrases



You'll see some of these words and phrases in this information. We've explained them here as this may help if you're using a bank account for the first time.

Word or phrase	Our explanation
balance	How much you have in your account.
CHAPS payments	Types of electronic payment you can send from your account. Generally CHAPS payments are for very large amounts.
cheque	A pre-printed slip that someone can write on to pay money from their account to someone else; it's a paper promise that the money will be paid over by the account holder's bank.
cut-off time	The latest time we can process your payment or instruction. For more information see the Useful to know section.
device	Anything such as a card, electronic wallet, smartphone or another device that you can use with your account. Sometimes you need to use your security details with your device.
Digital Inbox (in Internet Banking)	Your own secure inbox in our Internet Banking system. We can put important information for you into it, like account statements. Open it from your Internet Banking home page.
direct debit	A type of electronic payment that lets an organisation collect money from your account, often to pay bills.
EEA	The European Economic Area, which is made up of the countries in the European Union plus Iceland, Norway and Liechtenstein. The UK is outside the EEA.
Faster Payment	A type of electronic payment you can send from your Smart Start Spending Account.
IDM	Short for Immediate Deposit Machine, which lets you pay cash or cheques into your account. Some of our branches have IDMs.

Word or phrase	Our explanation
Lloyds Banking Group	Lloyds Banking Group includes us and other companies, some of which use the Bank of Scotland, Halifax and Lloyds Bank names. For more information go to: lloydsbankinggroup.com
Open Banking	A way to use different kinds of services to manage your money, for example by seeing all your accounts with different banks in one place.
security details	Details or security procedures you need to make an instruction, confirm your identity or use a device - for example a password, security code (or PIN) or biometric data that just applies to you, like your fingerprint.
SEPA	The Single Euro Payments Area, which is made up 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, Réunion, St Barthélemy, St Martin, St Pierre and Miquelon, San Marino, Switzerland and the UK.
standing order	A type of electronic payment, usually to pay a regular set amount from your account.
TPP	Short for third-party provider. By using this kind of company, you can get information about your accounts with us and other banks, and sometimes carry out transactions too. Third-party providers have to be regulated. TPPs are part of Open Banking.
transfer	Moving or paying money from one account to another.
working day	Monday to Friday, except English bank holidays. We process some kinds of payment on working days only.

Section A – Our agreement



When you open an account with us, we enter into an agreement with you.

Most of the conditions of this agreement are in this booklet, in Sections A - N. If they aren't in this booklet we'll give them to you separately.

Our agreement with you is made up of:

- ▶ 'General conditions' - these are the main terms for your account and cover day-to-day things like paying in and taking out money. They're in Sections A - M in this booklet. In places we've used examples to explain how things work

These aren't part of your conditions, and are shown by a  symbol.

- ▶ 'Special conditions' - these say how Bank of Scotland Smart Start works. They're in Section N
- ▶ 'Additional conditions' - these have additional details about your account like interest rates and charges. We haven't included them in this booklet. They may be included in emails, letters or other information we give to you

If there is a difference between the Special or Additional conditions and the General conditions, the Additional or Special conditions will apply.

We have also included information in this booklet that isn't part of your

conditions but might be useful when using our accounts and services. This information is in the Useful to know section at the back of this booklet.

There are separate conditions for our Internet Banking service and our Mobile Banking app. We will give these to you if you sign up for Internet Banking or download the app.

Smart Start is for personal customers and must not be used by a business, club, charity or other organisation.

Funds in Bank of Scotland Smart Start should only belong to the account holder. You must not use it to hold money for someone else. We may close your account if you use it in this way.

You must be living in the UK to open an account with us. We may ask you to provide evidence that you have a UK address. If you move abroad and are no longer living in the UK, we may not be able to keep your account open or continue offering you the same level of service or account benefits.

You agree we can use and keep any personal information that you (or your guardian) give us to provide payment services to you. This doesn't affect your rights under data protection law. You can end your agreement to this by closing your account.

Someone making a payment to your

account can check with us that your name matches your other account details. We will do this if you are either the account holder or the guardian. Information we will give them about you can include:

- ▶ your name;
- ▶ the type of account you have (that this is a personal account); and
- ▶ if your account has switched to another bank

Our privacy policy explains how we use your personal data. You can find it at: bankofscotland.co.uk/securityandprivacy/privacy-explained/data-privacy-notice as a leaflet in branch or by asking us.

If you are the guardian, remember that any money in a Bank of Scotland Smart Start account belongs to the child.

We use 'we, us, our' in this agreement to mean Bank of Scotland plc.

Section B – Contact details and information about your account



B1 How can you contact us?

You can use Internet Banking or our Mobile Banking app to tell us about lots of things. For example, you can:

- ▶ tell us the account holder's card or your payment device has been lost or stolen;
- ▶ ask for a replacement card or PIN;
- ▶ ask us to 'freeze', or stop, certain debit card payments

You can also talk to us in branch and on the phone.

If:	You can:
you've changed address or phone number and you're a Smart Start guardian or an account holder who is 16 or over	Come into branch; or call 0345 721 3141 (UK) +44 131 337 4218 (from abroad) automated service 24/7 advisers available 8am - 8pm, seven days a week
you've forgotten your PIN	
you want to ask us about a payment	You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com
you think someone knows your PIN or passwords	SignVideo services are also available if you're Deaf and use British Sign Language: bankofscotland.co.uk/accessibility/signvideo
you want to know our current standard exchange rates	
you want to speak to us about anything else	If you need support due to a disability please get in touch
your card or payment device has been lost or stolen	0800 028 8335 (UK) +44 131 454 1605 (from abroad) 24 hours a day, seven days a week

Recording calls

We may listen to or record phone calls to:

- ▶ check we have done what you asked us to and have acted correctly;
- ▶ detect or prevent fraud or other crimes;
- ▶ improve our service

Mobile Banking app services and cash machines operate 24/7 but sometimes when we're fixing or maintaining things a service isn't available for a short time. There is more information in the Useful to know section about branch and telephone opening times.

Our accounts aren't meant to be used by post. If you write to us this will generally add an extra working day to the timings in these conditions.

Please do not use email to contact us with confidential information.

B2 How will we communicate with you about your account?

We may contact you by post, telephone or electronically using the details you give us or by sending communications to you in Internet Banking or our Mobile Banking app or another digital banking service we may provide in the future. This includes by email, text and (if you download our Mobile Banking app) by mobile push notification. If we send communications to your Digital Inbox in Internet Banking or our Mobile Banking app, we'll also send you an email or other message (for example, a text) to tell you we have done this. Once we've sent you a message, we'll assume you've received it. Messages we provide electronically may include an attachment in PDF or similar format. You should make sure your devices are set up to receive them.

B3 How will you get information about your account?

We use statements to show information about payments in and out of Bank of Scotland Smart Start accounts. Usually we'll send the account holder a statement every month if there are payments from your account. The account holder can ask us to send statements less often. We will always send a statement once a year.

If the account holder is registered for Internet Banking or uses our Mobile Banking app or another digital banking service we may provide in the future, we may send statements and other communications by post or digitally to their Digital Inbox, or both. If we send statements and other communications digitally we will also send the account holder an email or other notification to explain there's a document ready to view, unless we've separately agreed not to.

You can also keep up to date with your account through the transaction list in Internet Banking, and by using our Mobile Banking app.

You can also ask us for information about your payments at any time. You can do this or order a paper statement at any branch or by Internet Banking or Telephone Banking. We will charge you if you ask us to send the same paper statement more than once. You must tell us if your name or contact details change. If you don't, you may miss out on important information or we could send confidential information to the wrong address. If this happens it won't be our fault.

Section C – Security



This section explains the steps you and we need to take to protect your information and account.

C1 How will we keep your account safe?

We will do everything we reasonably can to keep your account safe. Having up-to-date contact details, including your mobile phone number, will help us do this.

Before we provide information or help with your account, we'll carry out certain checks:

If you:	We'll check:
use Telephone, Internet Banking or Mobile Banking app a card or device	your security details
ask us to do something in branch	your ID documents or ask you to use your card, device or security details

If we suspect fraud or a security threat we will contact you by phone or send a message by text or mobile alert asking you to contact us. We will follow our security processes to check we are speaking with you, but we will never ask you to tell us your security details, for example, your user ID, password, memorable information or PIN.

We never ask for account information or passwords by email. Don't reply to any emails or other messages asking for this information.

C2 What can you do to keep your account safe?

You must do what we ask to keep your account safe. This includes:

- ▶ not letting anyone else use your device (for example, smartphone), the account holder's card or your security details, telling anyone your security details or letting anyone access your account or information about it;
- ▶ not using passwords that are easy to guess like your date of birth or name;
- ▶ the account holder signing your card as soon as you get it, if there is space to do so;
- ▶ keeping your device safe

- ▶ doing everything you reasonably can to stop anyone finding out your security details. Don't write them down or keep them with your other account information. Don't let anyone watch or listen to you using them;
- ▶ doing regular virus checks on devices you use for Internet Banking or the Mobile Banking app;
- ▶ not changing or copying software we give you or give it to anyone else

You must tell us as soon as possible if you:

- ▶ think that your security details, the account holder's card or your device (like a smartphone) is lost, stolen, damaged or is being misused; or
- ▶ think someone else can access your Bank of Scotland Smart Start accounts or knows your security details

If we, the police or another authority investigate any problem with your Bank of Scotland Smart Start accounts, you must provide any information they or we ask for. You won't be asked by them or us for your security details. We may pass information about your account to other banks or companies that deal with payments. We may also provide information to the police or other authorities in the UK and abroad.

Please check any information we send you in texts, letters, mobile alerts and statements. We will correct any errors as soon as reasonably possible once we know about them.

Section D – Making payments



This section explains:

- ▶ how to pay money into and out of Bank of Scotland Smart Start;
- ▶ how long this takes;
- ▶ what to do if something goes wrong;
- ▶ how to stop a payment

Please remember that any money in a Bank of Scotland Smart Start belongs to the account holder. If you are a guardian you should only use the account holder's Bank of Scotland Smart Start on their behalf, in their best interests and because you believe it is an emergency. Please see Section N.

If you use a different payment service provider to make payments from Bank of Scotland Smart Start, the same processes apply. Section I explains how you can do this.

In this section 'non-working day' means Saturday, Sunday or English bank holiday. Local bank holidays may affect the processing of cheques.

The table below explains which payments are processed on working days only and which payments are processed seven days a week.

Working days only	Every day
<ul style="list-style-type: none">■ CHAPS■ Standing orders■ Direct debits■ Cheques	<ul style="list-style-type: none">■ Faster Payments■ Transfers between Bank of Scotland personal accounts■ Debit card payments

Some payments have cut-off times. This means that if you ask us to make the payment or we receive the payment after the cut-off time, we won't process it until the next day (or next working day if the payment is only processed on working days). Please check the Useful to know section at the end of the booklet for information about:

- ▶ cut-off times;
- ▶ deposit and payment limits

Paying money in

D1 How can you pay money into the account holder's Smart Start accounts?

You can pay money in by:

- ▶ electronic transfer from another bank account using a payment scheme like Faster Payments or CHAPS;
- ▶ paying in cheques using our Mobile Banking app;
- ▶ paying in cash or cheques at our branches with counters or at the Post Office®;
- ▶ using a Bank of Scotland Cashpoint® machine that accepts payments in;
- ▶ using an Immediate Deposit Machine

Only you can pay cash into your account. We may refuse to accept cash if someone else tries to pay it in.

D2 When can the account holder use money paid into Bank of Scotland Smart Start accounts?

Cash in pounds paid in at branch

If you pay in cash in pounds over the counter or by Immediate Deposit

Machine, the account holder can use it the day it is paid in as soon as it is counted.

If you use a Bank of Scotland Cashpoint machine that accepts payments in, we will count the cash the next working day. From that day, it will show in the Bank of Scotland Smart Start account, the account holder can use it and it will affect any interest we pay on Smart Start (if it was paid into your Smart Start Savings Account).

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



Cash in pounds paid in at a Post Office counter

If you pay in at a Post Office counter using the account holder's debit card, the cash will usually show in the account and be available for the account holder to use the same day.

If you use a paying-in slip with the account holder's name, the cash will show in the account and be available for the account holder to use the day we get it from the Post Office. Usually that's the next working day.

Deposit limits apply if you pay in cash at a Post Office counter. Please see the Useful to know section.

We support the banking industry Access to Cash initiative. This may mean that in the future we will be able to offer cash deposits and withdrawals from outlets other than Post Offices. If we do this, we will update the Useful to know section. The account holder will be able to ask for more information at the outlets if they use them.

Cheques in pounds from a bank in the UK, Channel Islands or Isle of Man paid in at our branches, the Post Office or using our Mobile Banking app

If you pay in a cheque at a branch counter or an Immediate Deposit Machine on a working day, the money will be available for the account holder to withdraw by 11.59pm the next working day. If you pay a cheque in using the Mobile Banking app by 10pm, the money will be available for the account holder to withdraw by 11.59pm the next working day. This is also when the account holder will start earning interest on it, if the cheque was paid into a Smart Start Savings Account. This will also be the latest time we can return the cheque unpaid. If you pay the cheque in using a Bank of Scotland Cashpoint machine or on a non-working day, the process will begin on the next working day.

If you pay in a cheque at a Post Office counter, the Post Office will send it to us. This means you should add an extra working day to the timings above (or two extra working days if you pay it in after the Post Office's cut-off time). You can pay in cheques using a paying-in slip with the account holder's name and a cheque deposit envelope. Please ask the Post Office you use what their cut-off time is for accepting cheque deposits.

There is a limit on the value of cheques that can be paid in using our app, please check our Internet Banking conditions.

Cheque Imaging process



If you pay in a cheque in pounds on a Monday, you will see it in the account the same day. The account holder can use the money on Tuesday by 11.59pm at the latest.

If you send us an image of your cheque after 10pm on a Friday, you will see it in the account on Monday. The account holder can use the money on Tuesday by 11.59pm at the latest.

You can't pay in a cheque if it's more than six months old.

Electronic payments received in pounds

When we receive an electronic payment in pounds, it will usually show in your Bank of Scotland Smart Start account within two hours of us receiving it. This is also when the account holder will start earning interest if the payment was into a Smart Start Savings Account.

D3 What happens if the account holder receives payments in a foreign currency?

If we get an electronic payment or cash in a foreign currency, we'll change it into pounds using our standard exchange rate for your type of payment. We'll do this before we add it to the Bank of Scotland Smart Start account.

Our standard exchange rate includes a margin. This is the difference between our standard exchange rate and the rate at which we buy and sell currency in the foreign exchange markets. You can find our current exchange rates by calling us or asking in branch. The exchange rate changes to reflect currency market movements, so we won't be able to confirm the actual rate until we receive the payment.

An electronic payment in Euros into the account holder's Bank of Scotland

Smart Start, will be changed into pounds and available for the account holder to use within 2 hours of us receiving it. Some non-EEA currencies can take up to two working days to arrive with us. These payments will be changed into pounds and available for the account holder to use the same day we receive them.

We may take our charges for dealing with electronic foreign payments before we add them to the account holder's Bank of Scotland Smart Start. We will always tell you the full amount of the payment and the charges we have applied.

We can only accept foreign cash payments in notes. We may not be able to accept cash in every foreign currency. If we accept foreign notes and later find out that they aren't acceptable, we will take the pounds equivalent from the Bank of Scotland Smart Start account. We will do this even if the money has already been spent.

D4 Can you pay foreign cheques into the account holder's Bank of Scotland Smart Start?

You can pay foreign currency cheques into Bank of Scotland Smart Start but we may not accept cheques in some foreign currencies. Please see the Useful to know section.

D5 What happens if money is paid into the account holder's Smart Start account from another account in the UK by mistake or fraud?

If another bank tells us that money has been paid into the account holder's Smart Start by mistake, we can return it without asking you. We will act reasonably and tell the account holder if we do this.

If we find out that a payment in was made by mistake or fraud within two months of receiving it, we will:

- ▶ remove the amount of the payment or stop the account holder from accessing it;
- ▶ tell the account holder we will return the payment

If you tell us within 15 working days of us doing this that the payment was not made by mistake or fraud, we won't return it.

If we find out that a payment into the account holder's Smart Start was made by mistake or fraud more than two months after the payment was made, we'll usually stop the account holder using the money. We'll tell the account holder before we take any more action.

If we can't return the money, we may give information about the account holder and the account to the payer's bank so they can recover it.

We can refuse to accept or make a payment if we reasonably believe that the payment could:

- ▶ cause us (or another company in the Lloyds Banking Group) to break the law; or
- ▶ expose us (or another company in the Lloyds Banking Group) to action from any government or regulator

Taking money out

D6 How can the account holder take money out?

The account holder can withdraw cash from their Smart Start Spending Account at our branches and Post Office counters or by using a Bank of Scotland Cashpoint or other cash machine. You may also be able to get cashback without purchase through certain shops and other places.

The account holder can make payments from their Smart Start Spending Account by:

- ▶ electronic payment transfers using payment schemes like Faster Payments or CHAPS;

- ▶ using a card or secure software on a device like a smartphone or watch;
- ▶ using a direct debit scheme;
- ▶ setting up a standing order;
- ▶ using a branch

The account holder can also make payments from their Smart Start Savings Account by electronic payment transfer to their Spending Account or another account they have with us.

D7 How do we make sure payments out of your account have been properly authorised?

A payment is authorised when you follow the procedures required for the payment type being used, for example:

- ▶ **Electronic payments:** logging on to the Mobile Banking app or Internet Banking and using your security details (for example, a passcode, password, fingerprint, Face ID or other biometric data) to complete a payment in the way we ask you to;
- ▶ **Debit card payments:** the account holder presenting their card and entering their PIN or signing; using an e-wallet security process (for example, fingerprint, face or voice recognition) to release their card details; holding their card or payment device near a contactless payment reader;

- ▶ **Payment instructions:** the account holder giving their card or the account details (online, in writing or by telephone using your security details) to someone in order to make a payment or to authorise future payments; completing a direct debit form; following the payment instructions of an authorised third party provider the account holder's asked to submit a payment instruction for them or giving details when asked in our branches

We sometimes have to ask for two separate forms of security checks before we can authorise a transaction. We may have to decline or refuse a transaction if you haven't provided them (for example, certain transactions may be declined if the account holder tries to use contactless payments and doesn't enter a PIN when asked).

D8 If you ask us to make a payment from Bank of Scotland Smart Start when will it arrive?

Payments in pounds within the UK

If you ask us to make an electronic payment from your Smart Start Spending Account, it should arrive at the bank you're sending it to no later than the end of the next working day. Most electronic payments will arrive much sooner than this.

If you ask us to make a CHAPS payment, it should arrive the same day (as long as we got the request before the cut-off time in the Useful to know section).

For more information about payment timescales and cut off times please see the Useful to know section.

Please remember that if the account holder is under 16, they can't make payments in a foreign currency or to a foreign country.

Payments in Euro within the UK or to accounts in the EEA, Monaco, Switzerland and San Marino

These payments will arrive no later than the end of the next working day.

Payments in pounds, non-Euro EEA currencies and Swiss francs to another EEA country

These payments will take no longer than 4 working days to arrive.

Payments in any currency to any other countries

The time it takes for payments to banks in other countries to arrive will vary but may be more than 4 working days depending on the currency and the country it's being sent to. Please see the Useful to know section.

D9 What rates and charges apply to payments in currencies other than pounds?

If you ask us to make a payment in a currency other than pounds, we will apply our standard exchange rate at the time we make the payment, unless we have agreed a different rate with you. Our standard exchange rate includes a margin. This is the difference between our standard exchange rate and the rate at which we buy and sell currency in the foreign exchange markets. You can find our current exchange rates by logging on to Internet Banking or by calling us or asking in branch. We will tell you what the rate is before we make the payment.

If you send a payment in pounds outside the UK we can't control the exchange rate the other bank will apply.

We will charge for making these payments.

Information about the cost of these transactions is set out in Section M.

D10 What information do we need to send payments to another account?

To make payments to other accounts within the UK, we normally need the sort code and account number of the person or organisation you're paying. If you use a mobile payment method we may ask for other information like a name or mobile number.

When you're setting up a new payment arrangement, we'll need to know if the payment is going to a personal or business account. We will also ask for the full name of the person.

If you send money outside the UK or in a foreign currency to a bank in the European payments area (SEPA), we'll need:

- ▶ the full name and address of the person you're paying;
- ▶ the name and address of their bank;
- ▶ the international bank account number (IBAN);
- ▶ the bank identifier code (BIC)

The information we need for other types of foreign payments will depend on the type of payment and the country the payment's to be sent to.

You must check the details you give us are correct before asking us to make a payment.

If the person you're paying has switched their account to another bank using the Current Account Switch Service, we will use their new account details so the payment is not delayed.

D11 What if the payment's to be made on a future date?

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

We make these payments from your Smart Start Spending Account shortly after midnight at the start of the day on which the payment is due. The payment should arrive no later than the end of the next working day. Most electronic payments will arrive much sooner than this - please see the Useful to know section.

D12 How are direct debits taken from your Smart Start Spending Account?

You can set up a direct debit with a company or other organisation to make regular payments. Direct debits will be taken by the company or organisation on the date agreed with them.

D13 How do card payments work?

When you use the account holder's card or your device to withdraw cash or make a payment, we take the money from your account after we receive the transaction details from the payment scheme, for example, Visa. This may be on a working or non-working day.

We can replace the account holder's card with a different type of card available under this agreement. We might do this if the account holder's age or circumstances have changed or because debit card technology has changed. We will explain any differences when we send the new card. If this changes the terms of our agreement we will tell you in advance.

When the account holder's card expires we won't send a replacement if the account holder hasn't used it for 6 months or more before expiry. We will tell you if we're not going to replace a card, and the account holder can ask us to send them one.

D14 What happens if there isn't enough in the Bank of Scotland Smart Start account to make a payment?

If you want to make a payment on a particular day, you should make

sure there's enough in your Bank of Scotland Smart Start account shortly after midnight at the start of that day. If there isn't you can still pay money into the account until 2.30pm to make the payment that day.

The money you pay in needs to be available to use straightaway. You could transfer money from another personal account you have with us using Internet Banking or Telephone Banking or the Mobile Banking app or pay in cash directly over the counter at one of our branches with a counter. You may also be able to pay in cash at any Post Office that is open on that day, using the account holder's debit card for the Bank of Scotland Smart Start Spending Account.

Standing orders

If there's still not enough money in your account, we will make a final try on the next working day before refusing the payment. We won't charge for this and we'll tell the account holder if we refuse the payment. If four standing order payments are missed in a row we'll cancel the payment. If the account holder wants to make the payment you'll need to set it up again online or by calling us.

D15 When can we stop you making a payment?

We can stop you making payments, if we reasonably think it is necessary:

- ▶ to keep your account secure, including if you've lost the account holder's card or your device; or
- ▶ because we suspect unauthorised or fraudulent use of the account holder's card or your device or security details

We'll tell the account holder before we do this and why, unless a legal or security reason means we can't. In that case, we'll tell the account holder as soon as possible afterwards. We'll act reasonably and try to reduce your inconvenience. If the reason for stopping or suspending you from making payments no longer applies, we'll unblock the account holder's card or your device or security details, or replace them.

Where we reasonably suspect a payment instruction involves illegal or fraudulent activity, we may ask you to take further steps to check the payment is not illegal or fraudulent or to give you time to cancel your payment before we process it. We might do this where we think it's likely someone has tricked you into making the payment.

In these circumstances, we may:

- ▶ not accept your payment instruction until you have provided confirmation that you have taken further steps and have confirmed that the payment is genuine; or
- ▶ pause our processing of your instruction up to the payment processing time limits set out in these conditions. This could give you time to check the destination of the payment, talk to someone about it or tell us you wish to cancel it. If you do not contact us to cancel your payment instruction before we process it, we may be unable to recover the funds from the recipient

Where we (or the systems we use) still reasonably suspect the payment instruction is fraudulent after you have carried out further steps, we can refuse to make a payment.

If we stop a card or other device, you must not use it. We can take a stopped card if you try to use it.

We will also stop certain payments if you have asked us to do this by applying a card freeze to your debit card.

D16 When can we refuse to make a payment, cash deposit or cash withdrawal?

We can refuse to make a payment, cash deposit or cash withdrawal if:

- ▶ we need to make additional security checks such as checking we are dealing with you;
 - ▶ the transaction isn't allowed by our systems or processes. For example, it is over the daily limit for cash machine withdrawals or the type of branch you are using has transaction limits;
 - ▶ the payment or deposit seems unusual and we want to investigate further or speak to the account holder. We may ask you to give us further details about the payment or deposit before we accept it;
 - ▶ you do not have enough money in your Bank of Scotland Smart Start account to make the payment;
 - ▶ you have gone over a limit we have applied to your account or device;
 - ▶ the payment instruction isn't clear or doesn't include all the details we need;
 - ▶ the account you're paying doesn't accept Faster Payments;
 - ▶ the law or a regulation tells us to;
 - ▶ we reasonably believe that you or someone else is acting illegally or fraudulently;
 - ▶ to protect you or us from fraud or to ensure we don't breach any law or regulation;
- ▶ we reasonably believe that someone else has rights to the money in your account. We can ask a court what to do if we need to;
 - ▶ you have asked us to refuse the type of transaction by requesting we apply a card freeze. If you ask us to stop a card freeze there may be a delay before the freeze is removed. We will tell you how long it will take to remove before you apply the freeze;
 - ▶ we cannot contact you to carry out a regulatory requirement (for example you have not given us your up-to-date telephone numbers);
 - ▶ any other reason set out in this agreement applies

We may refuse to make a payment for you if we think the type of payment you are making has a high risk of being connected to an 'APP scam', fraud or other criminal activity. An APP (Authorised Push Payment) scam is where you are tricked into transferring money to a fraudster via a bank transfer, for example they may pose as a solicitor you are dealing with in a property purchase and give you bank details of an account they control. For advice on how to avoid APP scams and other fraud go to: [bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud](https://www.bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud)



We will tell you before we refuse a payment unless there is a legal or security reason why we can't. We will usually tell you before the payment should have reached the bank or building society you are sending it to.

We won't always be able to do this if the payment is contactless. You can call us to check if a payment has been accepted or refused. You can also ask us why a payment has been refused.

We won't compensate you if another organisation's cash or payment machine won't accept your card or card number.

D17 Can you change or cancel a payment?

You can't stop or change a payment that leaves the account immediately, such as a Faster Payment or card payment.

You can cancel a direct debit or standing order. You can also stop a regular card payment on a future date. You must tell us by the end of the working day before the payment is due to happen.

If you change or cancel a direct debit or regular card payment you should also tell the organisation you are paying. Also tell them if your card or account number changes.

If we send a payment outside the UK or in a foreign currency we can only stop or change it if the other bank agrees.

We may charge you the reasonable costs of cancelling or changing a payment. We'll tell you what these are when you ask us.

If a payment in a foreign currency is returned to your account we will change it back to pounds. The exchange rate may be different and you may get back less than the amount you paid.

D18 Banker's drafts

If you want to take money out of your account using a banker's draft, you'll need to use one of our branches with a counter. We may limit the number of banker's drafts available in any one day. We can refuse to give you a draft if the amount you want to take out is too small.

Section E – Paying interest on Bank of Scotland Smart Start



The Additional conditions set out our interest rates for accounts. You can also ask us for details by contacting us.

E1 When do we pay interest?

Your Special conditions tell you if we pay interest on your account and how we pay it. As long as you have enough money in your account, we'll pay you interest on amounts we hold for you.

E2 How is interest on your account balance calculated?

The amount of interest you get will depend on your account balance. Our calculation is based on the daily balance of your account. We calculate interest on money you pay in from and including the day we have added it to your balance.

If you take or pay money out of your account, we'll calculate interest on that amount up to and including the day before it leaves your account.

We don't take tax from the interest we pay the account holder. It's the account holder's responsibility to pay, if tax is owed on the interest.

Section F – Changing this agreement



This agreement could last a long time, so we may need to make some changes to it. We can predict some circumstances in which it would be fair for us to make changes and we have explained these below. But we can't predict all the reasons why a change might be needed and so we may make changes for other reasons.

We may change the terms in this booklet and the interest rates and charges that apply to Bank of Scotland Smart Start accounts.

You can close your account if you aren't happy about the change.

If we say any term, such as the interest rate, is 'fixed' we won't change it for the period we have agreed to keep it fixed.

F1 Why will we make changes?

(a) We can change this agreement because:

- ▶ our costs of providing you with the account, benefit or service (including changes to the interest rates available on the wholesale markets) have changed or we reasonably expect that they will change;

- ▶ there's been a change or we reasonably expect there will be a change to the law, regulations or industry guidance or standards that affect us, or that we reasonably think will affect us; or
- ▶ we need to reflect a decision of a court or an ombudsman

For example, new laws might mean we have to update what we say about the security of your account. Or a change to the Bank of England bank rate may change how much we charge customers who borrow and pay customers who save.

(b) We may also make changes:

- ▶ to reflect new technologies, innovations or changes to payment systems or card schemes;
- ▶ to reflect any changes in systems or operating processes;
- ▶ to reflect changes to the way we do business; or
- ▶ to do something positive for you

(c) In addition, we may change our interest rates, charges or agreement because:

- ▶ we need to make sure our business is run effectively, efficiently and prudently taking into account the market and economic climate;

- ▶ we think there is a change in your ability to repay any amount you owe us. This may be because of your personal circumstances, information we have about you or get from organisations such as credit reference agencies or the way in which you manage any accounts you have with us; or
- ▶ of any other change that affects us, if it is fair to pass on the impact of the change to you

We may also make changes for any other reason.

We will always act reasonably and won't go beyond what we think is necessary to make the change.

We may change our standard exchange rate for foreign currency at any time. Our standard exchange rates are affected by the rates at which we buy or sell currency on the wholesale markets. They change at least daily and in many instances more often.

F2 How and when will we tell you about a change?

If a change to interest rates is in your favour, we will tell you about it within 30 days. We will put a notice in branches and online or send the account holder information by post or electronically. If we send a message to your Digital Inbox, we'll also send you an email or other message (for example, a text) to tell you we have done this.

If we make any other change we must tell the account holder at least two months before the change happens. We will send you information by post or electronically, including a message to your Digital Inbox. If we send a message to your Digital Inbox, we'll also send you an email or other message (for example, a text) to tell you we have done this.

We will not tell you if we change our standard exchange rate for foreign currency. You can ask us for our current rate at any time.

If you don't accept the change you can close or switch your account without charge before it happens.

If you keep your account open after a change has been made, we can assume you have accepted it.

Section G — Is Bank of Scotland Smart Start a joint account?



No. Both the account holder and the guardian can see information about payments in and out and operate Smart Start, but the accounts are not held jointly.

All the money in your accounts belongs to the account holder. Generally it should only be the account holder who uses the account, which includes taking out money, asking us for services or closing the account.

If we become aware that you have a disagreement about your Smart Start, we may stop acting on requests from either of you until the disagreement has ended.

Section H – Can you ask someone else to operate Bank of Scotland Smart Start?



If a guardian is registered on your Bank of Scotland Smart Start, they can operate it in an emergency.

If there's no guardian registered, or if the account holder and current guardian agree that the guardian should be replaced, the account holder can ask a guardian to help. The new guardian will be able to operate the Smart Start once they are registered with us.

The law might require us to allow someone else to operate your account. This could happen if you aren't able to manage your account anymore, or if you become bankrupt or die.

We aren't responsible for loss caused by someone operating your account under this condition, unless we know or suspect they are acting dishonestly.

Section I – Can you ask a third party provider to make payments from Bank of Scotland Smart Start?



You can ask an authorised third party provider (TPP) to get information from your account online. The account holder can also use a TPP to make certain payments online.

We allow this as long as the TPP follows the regulations that apply. We must be able to identify any TPP acting for you. We will then treat any requests from a TPP as a request from you.

If we are concerned that a TPP is acting fraudulently or without your permission, we may stop it from accessing your account. If we do this, we will usually tell you and explain why. If we can't tell you immediately, we will tell you as soon as we can. We may not tell you if it would be unlawful or put your account at risk. How we tell you will depend on the circumstances.

We may require TPPs to access your account in a particular way. If we do this, we may stop them dealing with your account in any other way.

If you think you haven't asked for a payment or it has been made incorrectly, you must tell us even if you have used a TPP.

Section J – What if things go wrong?



This section explains when we will be responsible if things go wrong and when you might be responsible. This section applies even if you are using a third party provider (TPP) to do things on your account.

J1 When will we refund incorrect payments?

If we have made a mistake, we will usually refund a payment you asked us to make to an account at another bank in the UK or EEA if it was not made properly or never arrived. We will make the refund as quickly as we can. We will refund the amount of the transaction and any charges we applied and make any interest adjustment required to put your account right.

If there was a mistake in your payment request or we can show that the payment was received, we won't refund you.

You must tell us about an incorrect payment within 13 months of the payment being made. If you don't tell us in this time, we may not refund you.

If a payment goes to the wrong person or is delayed because you gave us incorrect details, we won't refund you. We'll try to recover the payment for you, but may charge reasonable costs for doing this.

If it is our fault that a payment is delayed, you can ask us to make sure that the receiving bank pays it into the account you wanted to send it to as if it had been made on time.

J2 What if you paid on your card?

We will refund payments made by card if all of the following apply:

- ▶ it was made to a shop or other seller in the UK or EEA;
- ▶ you did not specify an exact amount to be paid;
- ▶ the amount taken for the payment was more than you reasonably expected;
- ▶ you ask for a refund within 8 weeks of the date the payment was taken from your account

If you haven't met these criteria we don't have to refund you. We will tell you if we can help in any other way.

We might ask you for additional information so that we can decide whether to refund you. It may help if you contact the person you paid by card.

If we refund a card payment we will do this within 10 working days of receiving your request or of receiving further information from you if we have requested it. If we don't refund you, we will explain why.

J3 What about direct debits?


You must tell us immediately if you think there's been a mistake with a direct debit, even if the mistake was made by the company or organisation that set it up. You should also tell them. We will be able to refund you immediately, but it will then be up to you to sort out any dispute about the payment with the company or organisation.

J4 What if a payment has been made from your account that you didn't ask for?

You should tell us as soon as possible if an unauthorised payment has been taken from your account. This means that someone else made the payment without your permission.

You may be entitled to a refund.

To get a refund you must tell us about the unauthorised payment within 13 months of it being taken from your account. This 13-month timeframe doesn't apply if the payment was taken out of your overdraft.

What happened?	Will we refund you?
<p>You acted fraudulently</p>	<p>We won't refund you in any circumstances</p>
<p>You have:</p> <ul style="list-style-type: none"> ■ been 'grossly negligent' with the account holder's card, your device or security details; or ■ deliberately failed to keep them secure <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>'Gross negligence' would include writing down your PIN and keeping it with your card</p>  </div>	<p>We usually won't refund any payments made before you tell us that you're concerned about the security of your account. We will refund payments made before you tell us you are concerned about the security of your account if:</p> <ul style="list-style-type: none"> ■ your payment details were used to buy something at a distance (for example, by phone or online); ■ we have failed to provide a way to report concern over the security of your account; or ■ we have failed to require two separate forms of security checks when we should have done
<p>In any other situation where an unauthorised payment was taken from your account</p>	<p>We'll refund you</p>

If we refund you, you'll receive the payment by the end of the working day after you told us about the unauthorised payment. We may take longer to refund you if we reasonably suspect fraud.

If we refund you, we'll also repay any interest and charges we charged you because of the unauthorised payment. We'll also pay any interest that we should have paid on the amount.

J5 What happens if we break this agreement?

We must compensate you if we break this agreement and you suffer loss as a result. Sometimes this doesn't apply:

- ▶ We don't have to compensate you for losses that are unusual or that could not be predicted and which we can't reasonably control or do anything about. Examples include machine breakdown, problems with IT systems or strikes;
- ▶ We don't have to compensate you if we are required to break the agreement for regulatory reasons;
- ▶ We don't have to compensate you for any business losses or costs, because Bank of Scotland Smart Start is for personal customers only;
- ▶ We are not responsible for any loss, cost or charge you incur if we allow or decline a transaction you request and authorise despite having set up a card freeze. For example, offline transactions that are not referred to us for prior authorisation or where a retailer incorrectly describes the type of transaction you are making so it doesn't match a card freeze you have set up

This agreement doesn't limit our responsibility to compensate you if we act fraudulently or very carelessly. We will only limit our responsibility as far as the law allows.

We are not responsible for any loss of opportunity, loss of goodwill, loss of business or loss of profit. If you suffer a loss we could not have predicted when you gave us an instruction we won't be responsible to you for that loss.

Section K – When can we close an account or stop or suspend a service? When can you close your account?



This agreement will last until you or we cancel it.

If you're the account holder, you can end this agreement for any reason and you don't have to tell us in advance.

If you're the guardian, you can end this agreement without telling us in advance. Any money belongs to the account holder, so you should only close the account because it's an emergency and you believe that closing the account is in the account holder's best interests.

If we end the agreement we will act reasonably and reduce any inconvenience to you.

We can end this agreement (or account or service) without telling the account holder in advance if we reasonably think that:

- ▶ there is or may be illegal or fraudulent activity connected to the account;
- ▶ you are or may be behaving improperly. This includes being abusive or threatening to our staff or including abusive or threatening messages in payment instructions;
- ▶ a regulator or government may take action against us (or another Lloyds Banking Group company) unless we end it;

- ▶ we may break the law or a regulatory requirement if we don't end it;
- ▶ you have broken the agreement in a serious way

If we want to end the agreement for any other reason, we must tell you at least 2 months in advance.

We may stop or suspend a service if we think you don't want it any more. This could be because you have not used it for 12 months or you aren't eligible for it any more. We will tell you at least two months before we do this.

We can also end this agreement if you have not used your account for 15 years (or another period set out in law) and we can't contact you. If this happens we will transfer your money to the UK's Reclaim Fund for unclaimed assets. We will always try to contact you before we do this. When this agreement ends you must:

- ▶ repay any money you owe us;
- ▶ pay any charges up to the date the agreement ends;
- ▶ return anything that belongs to us if we have asked for it back including debit cards;
- ▶ cancel any payments into and out of your account

If someone makes a payment to you after your account closes we'll try to send it back to them.

Legal rights and obligations that arise under the agreement will continue after it ends. This includes our right to take money from your account to pay back amounts you owe us. If we need to do so, we can continue to hold and use your personal data.

When the agreement ends we will pay any money in your account or that we owe you to you or anyone you tell us to. We may take off any money you owe us or money to cover any losses we have suffered.

If you die before this agreement ends we may need to see formal documents before we release your money to anyone dealing with your estate.

Section L – Other important conditions



L1 Qualifying current accounts

To be a Bank of Scotland Smart Start guardian, you must have one of our qualifying current accounts listed below:

- ▶ Bank of Scotland Classic Account with Vantage;
- ▶ Bank of Scotland Silver Account with Vantage;
- ▶ Bank of Scotland Gold Account with Vantage;
- ▶ Bank of Scotland Platinum Account with Vantage; or
- ▶ Bank of Scotland Premier Account with Vantage

L2 Account limits

To respond to economic circumstances affecting the banking industry, we can:

- ▶ limit the amount you have in accounts with us; or
- ▶ charge you if your account balance is over a certain amount

We'll give you at least two months' notice in writing if we think such a limit or charge will apply to you.

L3 Giving your rights to someone else

You can't give any rights or benefits under this agreement or any income from accounts under it to anyone else unless we say in writing that you can. You can't ask someone else to do anything we have asked you to do unless we agree.

L4 Enforcing this agreement

We may choose not to enforce our rights under this agreement. For example we may give you more time to pay us what you owe.

If we choose not to enforce any part of the agreement or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of the agreement.

L5 How can I complain?

If you are not happy with an account or service, please let us know. We have a three-stage process to make sure we deal with complaints quickly and fairly. If you would like more information about our complaints process, please visit: **[bankofscotland.co.uk/contactus/complain](https://www.bankofscotland.co.uk/contactus/complain)**, ask for our complaints leaflet in branch or call us.

a) Step 1 - Tell us about the problem

You can tell our branch staff or call us on **0800 072 8668** (UK) or **+44 131 278 3729** (from overseas).

We'll try to resolve your complaint by the end of the third working day after you contact us.

If we can't do this, we will write to you within five working days to tell you what we have done to resolve the problem or let you know when to expect our full response. We will tell you the name and contact details of the person or team dealing with your case.

b) Step 2 - Refer to Customer Services

If you want our Customer Services team to look at your complaint, ask the person you first raised your complaint with to pass the matter to them. Or you can write to them directly at Bank of Scotland, PO Box 548, Leeds LS1 1WU.

c) Step 3 - Contact the Financial Ombudsman Service

If you disagree with our decision, you can ask the Financial Ombudsman Service to review it. This will not cost you anything. You can ask us for details or get further information at: www.financial-ombudsman.org.uk

L6 The law that applies to our agreement

If you live in Scotland when you open your account, Scottish law and the courts of Scotland will decide any legal questions about our agreement. If you don't live in Scotland when you open your account English law and the courts of England and Wales will decide legal questions about it. If you live in Northern Ireland, you can bring a claim in the courts of Northern Ireland.

If this agreement contradicts or overlaps with any law, it will continue to apply unless the law says we cannot agree with you to change or exclude the effect of that law.

We communicate in English. We may sometimes provide you with translation tools, for example automated translation, to help you if you need them. If we do this, English is still the language of this contract. If there are any differences between a translation of this contract and the English version, the English version will apply.

Section M – Charges



This section tells you about the charges that might apply to your Bank of Scotland Smart Start account.

Withdrawing cash

If you take money in pounds from your account using any Bank of Scotland Cashpoint machine or Halifax cash machine in the UK, we won't charge you for the withdrawal.

If you use any other cash machine you may be charged by the machine owner. The machine will show you the amount and tell you it will be taken from your account when you withdraw the cash.

Cash withdrawal in a foreign currency, or cash withdrawal in pounds outside the UK (at a cash machine or over the counter)

If you use the account holder's card to:

- ▶ withdraw cash in a foreign currency, or
- ▶ withdraw cash in pounds outside the UK

then unless you've asked the cash machine or card terminal provider to do the currency conversion, the card payment scheme, for example, Visa, will convert the amount into pounds the day the transaction is processed using their exchange rate. In Visa's case this will be the Visa Payment Scheme Exchange Rate. The symbol on the card will tell you which payment

scheme applies. You can check the payment scheme exchange rate for your card online at: [bankofscotland.co.uk/travel/using-your-cards-abroad](https://www.bankofscotland.co.uk/travel/using-your-cards-abroad) We will charge you a foreign currency transaction fee of 2.99% of the pounds payment amount. This is a fee for currency conversion. We will also charge a foreign currency cash fee of £1.50 for each withdrawal.

In some countries, the cash machine or card terminal you use may offer you the option of paying for the transaction in pounds. If you choose to pay in pounds, the exchange rate will generally be provided by the cash machine operator or card terminal provider. In this instance, we will not charge you a currency conversion fee, but 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.

We won't charge a foreign currency cash fee or a foreign cash fee if you withdraw Euro within the EEA or UK.

Buying goods or services in a foreign currency

If you use the account holder's debit card to make a purchase or other transaction (not a cash withdrawal) in a foreign currency, the card payment scheme, for example, Visa, will convert the amount into pounds the day the transaction is processed using their exchange rate. In Visa's case, this

will be the Visa Payment Scheme Exchange Rate. The symbol on the card will tell you which payment scheme applies. You can check the payment scheme rate for your card online at: bankofscotland.co.uk/travel/using-your-cards-abroad We will charge you a foreign currency transaction fee of 2.99% of the value of the transaction. This is a fee for currency conversion. We will also charge a foreign currency purchase fee of £0.50 for each payment.

The foreign currency purchase fee will not be charged if your payment is made in Euro within the EEA or UK.

When you make a purchase from a retailer based outside the UK they may give you the option to pay in pounds. If you chose to do this we won't apply any charges but the retailer might. If the retailer provides information about the exchange rate that will apply and fees (if they charge them) you can compare this with the information we provide and decide whether to pay in pounds or foreign currency.

Comparing our costs for foreign currency transactions with other providers

You can find more information about exchange rates and the charges that we apply to withdrawing cash in a foreign currency/pounds outside the UK and purchases in a foreign currency on the Travel pages of our website: bankofscotland.co.uk/travel/using-your-cards-abroad

This information includes a comparison of our exchange rate for certain currencies as a mark-up against the rate published by the European Central Bank.

We may introduce offers on the debit card fees we charge when you use your debit card for overseas transactions. The terms of any offers will be set out in the Special or Additional conditions for these offers.

Other services

This section outlines the fees we can take from all accounts in different circumstances. When you ask for one of these services, you will be told when we will take the fee from your account.

Please remember you can't send foreign currency, or send pounds outside the UK, unless you are 16+.

Service	Fee
Duplicate paper statement	£5
CHAPS payments (internal or external) from your account to another UK account*	£25
Sending foreign currency or sending pounds outside the UK**	in Euro - no fee charged in any other currency - £9.50
Correspondent Bank Fee A correspondent bank is a bank that helps get a payment to/from a bank that we don't deal with directly. These banks are also called 'agent' banks.	Zone 1 (USA, Canada and Europe (non-EEA)) - £12 Zone 2 (Rest of the World) - £20
Receiving money from outside the UK or in a foreign currency	Free
Electronic payments received in Euro from within the UK or EEA, or by SEPA Credit Transfer	
All other electronic payments up to and including £100	
over £100	£2 £7

* This fee applies to CHAPS payments processed by our own systems or using the Bank of England payments processing system. You can only ask us to make a CHAPS payment in the UK in pounds at one of our branches with counters. You can't ask for a CHAPS payment at one of our mobile branches.

** If the payment you are making is:

- in any currency using Internet Banking; or
 - in any currency to a bank account in the UK or EEA; or
 - in any EEA currency or in pounds to a bank account in Switzerland, Monaco or San Marino
- You will share charges with the person you are sending the money to when you make your payment. Sharing the charges means you will pay our charge and the person you are sending the money to will pay their bank's charges and any agent bank charges that apply.

If you make any other payment, you can choose either:

- a) to share charges; or
- b) to pay both our charge and all agent bank charges.

If you choose option b), you will pay our charge and the Correspondent Bank Fee that replaces all agent bank charges. The option to pay a Correspondent Bank Fee is only available in branch or by calling us. The bank you are sending money to may charge its customers a fee but we cannot provide information about this.

Section N – Bank of Scotland Smart Start Special conditions



If you become a Bank of Scotland Smart Start customer, we'll open both a Smart Start Spending Account and a Smart Start Savings Account in the account holder's name. Spending Account is for day-to-day use, with a debit card in the account holder's name if you want to pay for something or take out cash. Savings Account lets you save up and spend later.

Bank of Scotland Smart Start

Setting up Bank of Scotland Smart Start

To have Bank of Scotland Smart Start:

- ▶ The account holder and their Smart Start guardian must both live in the UK;
- ▶ If you're an account holder, you can only have one Bank of Scotland Smart Start - with one Spending Account and one Savings Account;
- ▶ If you're a guardian, each child you look after can have a Bank of Scotland Smart Start

To be a Bank of Scotland Smart Start account holder:

- ▶ You must be 11+;
- ▶ If you're 11 or 12, you need a guardian to help you manage Smart Start - unless your guardian is happy for you to do this on your own and asks us to remove them from your account;

- ▶ If you're 13+, you can have a guardian too - but once your Smart Start is set up, you can ask us to remove them from your account

To be a Bank of Scotland Smart Start guardian:

- ▶ You must be 18+;
- ▶ You must have one of our qualifying current accounts. There's a list in Section L;
- ▶ You must be registered to use Bank of Scotland Internet Banking;
- ▶ You must be the parent or legal guardian of the account holder. When you first open the account, you must both live at the same address (but this doesn't mean you have to live together later);
- ▶ You should want to help the account holder learn to use a bank account - for example, by showing them how to transfer money, pay for things online and use a debit card, as well as spending and saving sensibly

Having Bank of Scotland Smart Start

If you're a Bank of Scotland Smart Start account holder:

- ▶ You should plan to have £1+ in each of your Bank of Scotland Smart Start accounts;
- ▶ Anything in your Smart Start belongs to you;

- ▶ You can't borrow using Smart Start. If you don't have enough money, you can't make a purchase or transfer. If your account goes overdrawn by mistake, this doesn't mean we agree. You should pay us back straightaway;
- ▶ Once you're 13 you can take full control of your Smart Start - but you don't have to. You can carry on having a Smart Start guardian until you feel confident looking after your own money;
- ▶ When you want to take full control of your Smart Start, talk to us in any branch. Whatever you choose must apply to both your Spending Account and your Savings Account. You can't have a guardian for one and not the other;
- ▶ If you take full control of your Smart Start and then change your mind, you can ask your parent or legal guardian to be your Smart Start guardian again. You will both need to agree to this;
- ▶ If you have a Smart Start guardian, you agree we can give them information about your Smart Start accounts, including what you spend and where, and how much you save;
- ▶ If you have a Smart Start guardian, you also agree that your guardian can use your Smart Start accounts instead of you. They should only do this in an emergency. However, we don't have to check, or ask your guardian questions about this;
- ▶ In the future, we'll ask to see documents that show who you are. We'll explain what we need at the time, but we won't be able to change your account in the future until we have checked your ID;
- ▶ In the year after your 18th birthday, Bank of Scotland Smart Start will change to different accounts in your name only and you can no longer have a Smart Start guardian. We'll write to you before this happens and tell you everything you need to know

If you're a Bank of Scotland Smart Start guardian:

- ▶ You accept that any funds in Smart Start belong to the account holder. Any savings interest belongs to the account holder too;
- ▶ You agree that if you use the Smart Start accounts, you will only do this on the account holder's behalf and because you believe it is an emergency. You must act in their best interests;
- ▶ You understand that if you put any money into the account holder's Smart Start, this will be a gift to them;

- ▶ You can step down as Smart Start guardian once the account is open. Just contact us. This means you may find it more difficult to support the account holder. You can ask us to add your name again later, but the account holder will need to agree to this;
- ▶ You understand that when the account holder is 13+, they can tell us they don't want you to have information about their Bank of Scotland Smart Start or be able to use those accounts. If they do this, we'll remove you as their Bank of Scotland guardian. We'll let you know if this happens, but this won't be before the change;
- ▶ You can only get alerts and other information if you're registered on Smart Start as guardian;
- ▶ You understand that in the year after the account holder's 18th birthday, Bank of Scotland Smart Start will change to different accounts in their name only, even if you are still the guardian;
- ▶ You understand that if you're made bankrupt we'll have to stop all transactions on the account, until whoever is helping with your bankruptcy agrees for the account holder to carry on using the Smart Start. You may want to change the account before this happens

Statements and account information:

- ▶ Normally we'll provide the account holder with statements for each Bank of Scotland Smart Start account every month. We may not do this if there are no payments out of the account. Once Smart Start is open, the account holder can choose to have statements less often;
- ▶ You'll be able to check payments in and out using the transaction lists in Internet Banking, and through the app;
- ▶ If you download our app, we'll send you mobile alerts too



Spending Account

Using Spending Account:

You can:

- ▶ use your card to pay for things online and in shops and other places;
- ▶ use your card to take money out of a cash machine – you can use a Bank of Scotland Cashpoint, a Halifax cash machine or another cash machine;
- ▶ use Internet Banking to transfer money, for example to pay for something or to pay someone else;

- ▶ use one of our branches with a counter to take out money or to ask if you need help to transfer money – for example if you want to transfer more than you can online;
- ▶ use one of our Bank of Scotland mobile branches;
- ▶ call us;
- ▶ use the Post Office

Remember, there are limits to the amounts you can pay, take out or transfer from your account. We explain more in the Useful to know section, and also the Welcome Pack we give you when you open your Bank of Scotland Smart Start. These limits vary depending on your transaction and age, as well as the amount you have in your account.

Bear in mind:

- ▶ If you use one of our branches without a counter, you can only take out money from a cash machine as banknotes not coins;
- ▶ Any cash you take out from a cash machine or a Post Office will count towards your daily limit;

- ▶ You can Save the Change® when you spend – choose to save in the account holder's Savings Account, or another savings account the account holder has with us. You'll need to apply separately for Save the Change – see: bankofscotland.co.uk/save-thechange

In the future:

- ▶ If you're the account holder, we'll contact you in the year after your 18th birthday and ask what you'd like to do with your account;
- ▶ If we don't hear from you, we'll automatically change it to a current account, or another of our adult bank accounts. We'll send you full details before this happens. If you keep using your changed account, we'll regard you as having agreed to the new account conditions. If you want an overdraft, you will need to apply for this separately

Savings Account

Using Savings Account:

- ▶ Easy access to your savings – you can take out your money when you want;
- ▶ Use Internet Banking to access your money – transfer it to your Spending Account if you want to pay for something or take out cash. Or you can transfer it to another account you have with us

Interest on your Savings Account:

- ▶ We pay variable interest on your savings from £1. Variable interest means the interest rate can change while you're a Savings Account customer. It may also vary depending how much money you have in your account;
- ▶ For your interest rate, look at our interest rates leaflet or our website;
- ▶ We pay interest monthly, on the same date each month as you opened your account (or the next working day)

In the future:

- ▶ If you're the account holder, we'll contact you in the year after your 18th birthday and ask what you'd like to do with your account;
- ▶ If we don't hear from you, we'll automatically change it to an Instant Access Savings Account, or another of our adult easy access savings accounts. We'll send you full details before this happens. If you keep using your changed account, we'll regard you as having agreed to the new account conditions

Section 0 – Useful to know



The information in this section isn't part of your agreement with us but useful to know when using branches, Post Offices, cash machines and other services.

What can you use your account for?

Pay in using: cash, cheques, standing orders, transfers in including online payments, CHAPS and international payments.

Take out using: online transfers and bankers' drafts and (using Spending Accounts only) payments including standing orders, direct debits, Faster Payments and payments in foreign currencies. With Spending Account the account holder has a debit card to use in cash machines and for debit card payments.

Remember - not all these services are available through all channels. Limits apply to some transactions and channels.

When will your branches and other services be open for me to use?

Branches

Our branch opening times and services can vary. Not all branch services are available at every branch or all the time. Some branches are open in the evenings or at weekends

but don't have counter service. Some branches are counter-free, with mostly self-service machines. Please check with the branch you want to use.

If you're in England, Wales or Northern Ireland you can use Halifax branches for most day-to-day banking.

Depending on the service you want, you may be able to use a Post Office. If you need cash you can also use some shops.

Telephone Banking

You can check your balance through our automated Telephone Banking Service 24/7.

Our Telephone advisers are available between 8am - 8pm, seven days a week. As long as you're 16+, you can make foreign currency payments using Telephone Banking during these times:

Monday to Friday 8am - 8pm
Saturday 8am - 4pm

Call us on **0345 721 3141**
(+44 131 337 4218 from abroad)

Internet Banking and the Mobile Banking app

These are usually available 24/7.

Payment timescales

Payments in pounds within the UK will usually arrive at the bank you want to send them to in the following timescales.

If you make a payment by:	It will usually arrive:
Faster Payment	Within 2 hours
CHAPS	The same day if you ask us before the cut-off time
Direct debit	The same day the money leaves your account
Standing order	The same day the money leaves your account
Transfers between Bank of Scotland personal accounts	Within 2 hours

Payments in Euro within the UK or to accounts in the EEA, Monaco, Switzerland and San Marino

These payments will arrive no later than the end of the next working day.

Payments in pounds, non-Euro EEA currencies and Swiss francs to another EEA country

These payments will take no longer than 4 working days to arrive.

Payments in any currency to any other countries

You can ask us how long these payments will take to arrive. We can't control exactly when it will be received by the foreign bank. This depends on the banking practice of that country but should be no longer than 4 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 5 working days.

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.

Payment cut-off times

If you want us to process these payments the same day you ask us, these are the times you must ask us by. The Post Office may have its own cut-off times, please ask at the Post Office you use.

Payments out of your account

The payment you want to make	Where you are making it	When you must ask us by
CHAPS	Branch	4.25pm
Faster Payment in pounds	Branch/Telephone Banking	Branch closing time; or 5pm if the branch stays open after 5pm; or The counter closing time if the counter closes before the branch
A payment in Euro	Branch/Telephone Banking	Usually 3pm but an earlier cut-off of 2pm may apply
A payment in a currency other than Euro	Branch/Telephone Banking	3pm
Any currency including Euro	Internet Banking	3pm

Paying foreign cheques into your account

If you want to pay in a foreign currency cheque, or a cheque in pounds from a bank outside the UK, the Channel Islands, the Isle of Man or Gibraltar, you must sign it on the back.

We usually buy the foreign cheque from you. If we do this, we will usually pay the amount of the cheque into your account by the sixth working day after you present the cheque.

If we can't do this, we will send the cheque to the bank that issued it. They will send us the payment and we will pay that into your account on the day we receive it. The time this takes will depend on the other bank and where it is.

If we need to change the payment into pounds, we will use our standard exchange rate. We will apply the exchange rate on the day we pay the money into your account.

You can withdraw payments from foreign currency cheques on the same working day we pay the money into your account. The money will count towards your balance from the same day.

If the foreign bank asks for the cheque to be returned, we will take the payment out of your account. We will do this even if you have spent the money or it will put you into overdraft. If we changed the payment into pounds, we will change it back to foreign currency using our standard exchange rate.

The exchange rate may have changed between our paying in the money and taking it out, which means we take out more (in pounds) than we paid in.

The foreign bank may charge you. If this happens we will pass these charges on to you.

Sometimes we may not be able to get payment for a foreign cheque because of currency or other restrictions. If this happens we will return the cheque to you if we still have it.

Limits

There are limits on the number or value of payments you can make. These limits may vary from time to time, and can change with the account holder's age. You can find our up-to-date limits on our website or by asking in our branches.

Daily limits for taking out cash in pounds

Bank of Scotland or Halifax branches with a counter	Bank of Scotland Cashpoints and other cash machines	Post Office	Bank of Scotland mobile branch	Shop or other outlet offering cashback or cash withdrawals using your debit card
<p>£1,000 if you're 11-17</p> <p>£5,000 if you're 18+</p> <p>(you will need to give 24 hours advance notice if you want to withdraw more than £2,500 from a Halifax branch with a counter)</p>	<p>£100 if you're 11-17</p> <p>£500 if you're 18+</p>	<p>£100 if you're 11-17</p> <p>£300 if you're 18+</p>	<p>£500</p> <p>(Up to £1,500 if you ask 48 hours before)</p>	<p>Limits vary - please ask at the outlet you intend to use</p> <p>For example, the Counter Cash service available in some shops with a PayPoint Counter Cash sign lets you take out up to £50</p>

If you use one of our counter-free branches, you can only take out notes from a Cashpoint. You cannot withdraw coins.

Any cash you withdraw from a cash machine or Post Office, or through a shop using the Counter Cash service, will count towards the daily limit. For example, if you withdraw £100 from a cash machine, you can only withdraw up to £200 from a Post Office that day.

Limits for paying in cash in pounds

Bank of Scotland or Halifax branches with a counter	Post Office and/or Automated Deposit Machine	Bank of Scotland mobile branch
<p>No limit</p> <p>(Max 10 bags of coins each day)</p>	<p>£2,995 in total in any calendar month with your debit card, up to a maximum of £20,000 in a calendar year. (If your account's joint, you can each pay in up to £2,995 a month, up to a maximum of £20,000 in a calendar year)</p> <p>There are other limits that can vary by Post Office. Please ask the Post Office you intend to use. Please remember if you pay in cash using an Automated Deposit Machine as well as through the Post Office the same overall limit will apply</p>	<p>£5,000 each day</p> <p>(Max 10 bags of coins each day)</p>

You cannot use one of our counter-free branches to pay in coins.

To help prevent financial crime, we may apply limits to the amount of cash you can pay into your account. These limits can vary, depending how and where you pay in, and could be daily, weekly, monthly or annual. If we decide to apply this kind of limit, or change one of the limits explained above, we will try to update the information in this section and on our websites and in branch, although we may not always be able to do this before applying a new or changed limit.

Limits for other payments in pounds

	Faster payments	Transfers to or from other Bank of Scotland bank accounts	Banker's drafts
In branch	£250,000	No limits	Minimum £100,000*
Online	£500 (this limit also applies to your Smart Spending account)	No limits	n/a

Other payment limits may apply, depending on the transaction you want to make.

For example, we set some limits to protect customers' accounts and we also set limits if you want to use Telephone Banking.

*You can only obtain a banker's draft of £100,000 or above. If you would like to request a lower amount, please visit one of our branches with a counter.

If you want to take money out of your account using a banker's draft, you'll need to use one of our branches with a counter. We may limit the number of banker's drafts you can have in any one day.

You can use our Mobile Banking app to pay in a cheque with a value up to £5,000. Please come into one of our branches if your cheque is worth more than this.

Contactless debit card transactions

If your debit card has contactless technology you can make purchases without using your PIN. An industry transaction limit of £100 applies. You can set your own contactless limit using Internet Banking or the Mobile Banking app, if you want a lower limit. To help stop fraud, you may sometimes be asked to use your PIN or signature instead of using contactless technology.

Limits for payments in foreign currencies or payments in pounds sent outside the UK

If you're 16+ you can make payments in foreign currencies and send pounds outside the UK. The minimum amount is £1.01. The maximum amount can vary if you ask for the payment in branch or using Telephone Banking or Internet Banking. You can find our up-to-date limits on our website or by asking us.

Paying cash in pounds into your Spending account using an Automated Deposit Machine

As part of our commitment to customers who want to continue using cash, our Spending account holders will be able to use participating Automated Deposit Machines, where available, to pay cash into their accounts with their debit cards.

If you use this service, the machine may do a first check on your payment, and make sure we can accept it.

As long as the machine accepts your payment, you can use the cash the day it's paid in.

We have limits for paying in cash, which we explain earlier in this Useful to know section. If you pay cash into your account using an Automated Deposit Machine, it will count towards the same limit we apply for cash payments in using the Post Office. The machine you use may apply a limit too.

If we're sent your cash and later find out that it's not acceptable, we'll take the amount from your account. We can do this even if you have already spent the money.

Paying-in cash using a machine

You can pay cash into your account at one of our branches using a Bank of Scotland or Halifax Immediate Deposit Machine or one of our cash machines that accept cash deposits. We won't charge you for this deposit.

If you pay cash into your account away from our branches using an Automated Deposit Machine, you may be charged by the machine owner. The machine will show you the amount and tell you it will be taken from your account when you deposit the cash.

Cancellation

You can cancel your account without charge anytime within 14 days from opening it. You can do this by writing to us, telling our branch staff or by telephone or Internet Banking.

We will move your money to another account we offer or return it to you with

any interest you have earned. If you have an overdraft you will have to repay it before you can cancel.

Dormant accounts

We voluntarily participate in the Dormant Assets Scheme. The Scheme was established under the Dormant Bank and Building Society Accounts Act 2008. Later this was updated and expanded by the Dormant Assets Act 2022 (known together as 'the Acts').

The Purpose of the Scheme is to:
Protect your rights, or those of your beneficiaries to reclaim money you hold with us at any time; and

Enable the value of the dormant assets that is not required to cover future reclaims to be distributed to social and environmental causes that benefit communities across the UK.

Under the Scheme, we may transfer dormant asset balances to RFL. RFL is a not-for-profit organisation which is authorised and regulated by the FCA.

If your asset balance is transferred to the Scheme, RFL is legally responsible for repayment if you or your beneficiary reclaim your money. On behalf of RFL, we are responsible for managing all aspects of the relationship with you including handling all repayment claims. You should continue to contact us if you have any queries or complaints in relation to your asset or balance. We do not provide RFL with individual personal data, such as your name, account number etc.

Your money continues to be protected. If RFL is, or looks likely to be, unable to meet its responsibility to repay

a dormant asset balance owed, HM Treasury would assess the most appropriate course of action. This may include the use of a loan to RFL.

If you are unhappy, you can contact the Financial Ombudsman Service (FOS) which is available to settle complaints that cannot be settled through our internal complaints procedure.

For further information on RFL and the Scheme, please visit RFL's website at: www.reclaimfund.co.uk

Direct debits

The company or organisation you are paying will usually tell you 10 working days before they change the amount or date of the payment.

Tax

We pay any interest to the account holder without taking tax off. Depending on your personal circumstances, the account holder may need to pay tax on the interest. It is the account holder's responsibility to pay any tax that may be owed to HM Revenue & Customs (HMRC). The guardian may be able to help with this.

Taxes or costs may apply to you that aren't charged by us and/or won't be paid through us.

If a parent (including a civil partner or a step parent) gifts money to a child and the interest from it is more than £100 a year, then this interest counts towards the parent's personal savings allowance. Depending on the parent's personal circumstances, tax may have to be paid on this interest.

This also applies if the interest on the gift, added to any interest already paid to the child, makes a gross interest payment of over £100. This £100 threshold applies to each parent separately. All accounts a parent holds for the child (whether or not they're with the same bank or building society) are taken into account. This £100 rule does not apply to parental contributions to Junior Cash ISAs.

Company information

- ▶ 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
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
- ▶ To find out more about us, see
the Financial Services Register:
www.fca.org.uk

Industry codes and memberships

- ▶ We are a member of UK Finance.
Please see: www.ukfinance.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
- ▶ Eligible deposits with us are
protected by the Financial
Services Compensation Scheme:
bankofscotland.co.uk/fscs
We are covered by the Financial
Ombudsman Service
- ▶ We are a member of the
Financial Services Culture
Board (FSCB). Find out more at:
financialservicescultureboard.org.uk
- ▶ 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, call the ASA
on 020 7492 2222, email them at
enquiries@asa.org.uk or write to
the Advertising Standards Authority,
Castle House, 37-45 Paul Street,
London EC2A 4LS

Other information

- ▶ We will communicate with you
in English
- ▶ 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

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

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com

SignVideo services are also available if you're Deaf and use British Sign Language: bankofscotland.co.uk/contactus/signvideo
If you need support due to a disability please get in touch.

Calls and online sessions may be monitored and recorded.
Not all Telephone Banking services are available 24 hours a day, seven days a week.

Text message alerts are sent seven days a week, including bank holidays. This is a free service for all eligible current account customers. We won't charge you for this service, but if you receive texts while abroad or to a non-UK mobile number, your network service provider may charge you.

To use our Mobile Banking app you need to have a valid phone number registered to your account. You can either use your Internet Banking details to log in or you can register for the first time in the app. Our app is available to iOS and Android users only and minimum operating systems apply, so check the App Store or Google Play for details. Device registration required. The app doesn't work on jailbroken or rooted devices. Terms and conditions apply: bankofscotland.co.uk/aboutonline

For children under the age of 13, a parent or legal guardian will need to use 'Family Sharing' for Apple devices or 'Family Link' for Android devices, to approve the app download.

Android/Google Play is a trademark of Google LLC. Apple, the Apple logo and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

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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.

This information is correct as of November 2023 and is relevant to Bank of Scotland products and services only.

