

PRIVATE BANKING

# Flexible Current Account Terms and Conditions

Applicable to: Sole traders, Partnerships,  
Executors and Administrators, Trusts, Clubs,  
Societies and Charities, Limited Liability  
Partnerships, Limited Companies

October 2018



**BANK OF  
SCOTLAND**

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Partnerships, Executors and  
Administrators, Trusts, Clubs,  
Societies and Charities,  
Limited Liability Partnerships,  
Limited Companies**

This booklet contains the general conditions that apply to our Private Banking non-personal current accounts and some related services.

Please read it carefully and keep for future reference.

# Our contact details

If...	Then call...
<p>your debit card or cheque book is lost or stolen.</p> <p>We will cancel the debit card or cheque book and send you a replacement. We do not make our usual charge for cancelling cheques for this service.</p>	<p><b>0800 028 8335</b> (UK)</p> <p><b>+44 131 454 1605</b> (from abroad)</p>
<p>you damage your cheque book.</p> <p>You can cancel your existing book and arrange for a replacement.</p>	<p><b>0345 711 1111</b></p>
<p>you've forgotten your PIN.</p> <p>We will then order you a replacement PIN once we have confirmed your identity. You will need to unlock or change this PIN at any Bank of Scotland Cashpoint* by selecting 'PIN services' before you can use it.</p>	<p><b>0345 711 1111</b></p>
<p>you are worried that someone knows your Online or Telephone Banking security details or you need any further help.</p>	<p><b>0345 602 0000</b> for Online Banking</p> <p><b>0345 711 1111</b> for Telephone Banking</p>
<p>you are worried that an automated payment or card transaction on your account has not been properly authorised by you, or has been incorrectly executed on your account you must notify us.</p>	<p><b>0345 711 1111</b></p>
<p>you would like to find out the indicative currency exchange rate before completing a debit card transaction in a foreign currency.</p>	<p><b>0345 711 1111</b></p>
<p>you have any general enquiries about your account, including additional information about the transactions on your account.</p>	<p><b>0345 711 1111</b></p>

Not all Telephone Banking services are available 24 hours a day, seven days a week. Please speak to an adviser for more information. Calls may be monitored or recorded.

If you are registered for Internet Banking, you can use it to report a lost or stolen device such as a card, electronic wallet, smart phone or other device that you can use on its own or in combination with your security details to access your account or give instructions. You can also use it to report a damaged debit card, request a new PIN.

In England, Wales and Northern Ireland, you can also contact us and give instructions for most day-to-day banking at Halifax. Some kinds of transactions are not available if you use one of the counter-free branches or Mobile Branches, and different limits may apply, for example on how much cash you can withdraw.

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## Section A – Introduction to this agreement

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### 1. The services this agreement covers

- 1.1 This document sets out the general conditions for our non-personal sterling bank accounts and related banking services for sole traders, partnerships, executors and administrators, trusts, clubs, societies and charities, limited liability partnerships and limited companies which have their main place of business in the United Kingdom (“UK”). These accounts and services may also have additional conditions (see condition 2 for more details). If we offer other services in the future, we will make it clear at the time if these general conditions will apply to them.

If you or any individuals associated with your business have a personal current account or other personal accounts with us it will be operated on terms and conditions specific to that account. Those personal banking terms and conditions do not affect or change the terms (express or implied) of this agreement.

### Bank accounts

- Money can be paid directly into a current account in cash, by cheque or by direct transfer from another account. You can take money out in many different ways, such as by cheque, in cash, direct transfer to another account, Direct Debit or standing order.
- We may agree to give you an overdraft on your current account and, as part of our overall service, we will consider requests for an Unarranged Overdraft or increased Unarranged Overdraft and tell you of our decision. Often we do grant an Unarranged Overdraft for a short period because we believe this to be an important aspect of the banking service which we offer our customers. If we always refused Unarranged Overdrafts this would in many cases lead to inconvenience for our customers.

### Cards

- We may agree to give you a Debit and Cashpoint® card on your bank account.
- Debit and Cashpoint® cards are covered by these general conditions. (These cards do not give you additional rights to borrow money. The terms of use for our other cards, such as credit cards and prepaid cards, are covered by separate agreements.)
- You can use debit cards to take money from your current accounts by making cash withdrawals from cash machines, getting cash back from some retailers and paying for goods and services in the UK and other countries.
- You can use Cashpoint® cards to take money from your current accounts by making cash withdrawals from cash machines.
- You may also be able to use your card at cash machines for a variety of other services such as making deposits, paying bills, transferring funds, topping up your mobile phone making a balance enquiry or making a charitable donation. This will depend on whether the cash machine offers these services and if it is a Cashpoint® machine. Your card may not allow you to use all services offered by cash machines operated by other providers.

## Telephone Banking and Internet Banking and Mobile Banking

- Generally our contact with you will be through your Private Banking and Advice Manager.
  - You can give us instructions and access information on your accounts by phone using Telephone Banking or, once you have registered, electronically using Internet Banking.
  - Once you have registered, we can also provide Mobile Banking. Mobile Banking offers a range of text alerts services where we send you text messages with information about your current accounts and Mobile Banking which allows you to access information on your accounts and give us certain instructions using your mobile phone.
- 1.2 You may not be eligible for all of our accounts or services or all the features they have – for example, you must be, or must have a close association with an existing Bank of Scotland Private Banking client. Additionally, we will not give you an Arranged Overdraft if you are

under 18. We may also limit the number of accounts or services you can hold with us. In addition, not all the services and facilities covered by this agreement are available on all accounts. For example, Telephone Banking, Mobile and Internet Banking services are not available on some accounts or to some categories of customer.

- 1.3 An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal and business information, please read the section at the end of these terms and conditions headed "Important information about your personal and business information".
- 1.4 If your assets or revenue/income fall below the minimum entry criteria we tell you for the non-personal Private Banking service at any time, or if you cease to have a close association with an existing

Bank of Scotland Private Banking client we have the right to close your non-personal Private Banking accounts (see condition 19).

Please ask us if you have any questions about this agreement or any other matter by contacting your Private Banking and Advice Manager, calling us or writing to us.

## 2. How this agreement works

- 2.1 This agreement for non-personal bank accounts and related banking services is made up of the general conditions in this document and any "additional conditions" we give you for these accounts or services. We will tell you if these general conditions apply when you take a new product or service from us.
- 2.2 "Additional conditions" are the interest rates, charges and other terms that apply to a specific service or account that are not included in this document. These will include, for example, minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; and interest rates and charges. We will give you these additional conditions separately –

for example they may be included as part of our application forms, authority forms, letters or leaflets (such as welcome packs), on our website, in our banking charges guide or by phone.

- 2.3 If any additional condition conflicts with any general condition in this document, the additional condition will apply.
- 2.4 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
- 2.5 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 2.6 This agreement only covers banking services we provide for non-personal use. You must tell us if you want to keep some or all of the money in your account for someone else and must not use a personal account for this purpose. We have different

agreements if you are a personal customer. This agreement does not affect or change the terms (express or implied) of those agreements.

- 2.7 You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.
- 2.8 In this agreement,
  - a) "we" are Bank of Scotland plc;
  - b) "you" are the business or organisation (whether a sole trader, partnership, executor or administrator, trust, club, society or charity, limited liability partnership or limited company) who have applied for a bank account and in whose name(s) account(s) are opened. Where you (not being a body corporate) consist of two or more persons, 'you' means all or any of such persons and the liability

of such persons shall be joint and several;

- c) "Authorised Signatories" are any persons you may nominate in the authority section of an application form or authority form (the 'Authority') as signatories with full power to operate your bank account(s) or as signatories with limited power to operate your bank account(s) (together 'Authorised Signatories' and each an 'Authorised Signatory'). The level of their authority will be set out in the Authority.
  - d) "non-personal" means applicable to Sole Traders, Partnerships, Executors and Administrators, Trusts, Clubs, Societies and Charities, Limited Liability Partnerships and Limited Companies.
- 2.9 This agreement also refers in places to "Lloyds Banking Group". This includes us and a number of other companies using brands including Bank of Scotland, Halifax and Lloyds Bank, and their associated companies. More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](https://www.lloydsbankinggroup.com)

## **Section B – Contact and security**

### **3. Contacting each other**

- 3.1 Our contact details are in the contact details section at the beginning of this document.
- 3.2 You can contact us and give us instructions through your Private Banking and Advice Manager (which includes, in their absence, their Private Banking colleagues), in writing, using Internet Banking (once you have registered for it) or using any other form of electronic or telephonic communication through which we tell you we can accept instructions and you can also contact us by email. Any instructions you give us are not effective until we actually receive them in a legible or clear form. Further details about when you can use Internet Banking are set out in the Bank of Scotland Business Internet Banking terms and conditions. Other contact details for specific purposes are set out at the front of this document.

- 3.3 Generally we will contact you through your Private Banking and Advice Manager. In any case we may contact you by post, telephone and electronically using the contact details you give us (including any electronic address that we agree with you will be used to send you electronic communications). When we use the words “electronic” or “electronically” in this agreement we mean any form of message made by any type of telecommunication, digital or IT device (including the internet, digital television, email and text message). We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.

- 3.4 It may be unlawful for you to use Internet Banking or Mobile Banking in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 3.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

### **4. The Authority and Authorised Signatories**

- 4.1 When you apply for a non-personal account you may nominate in an application or authority form (the ‘Authority’) signatories with full power to operate your non-personal account(s) and signatories with limited power to operate your non-personal account(s) (together, ‘Authorised Signatories’, and each an ‘Authorised Signatory’) and set their authorities in relation to your non-personal account(s).



4.2 You should read the Authority for details of your obligations and the rights and liabilities of your Authorised Signatories under it, as well as details of how you can change the Authority. We may ask you to complete and sign a new authority form before we accept any changes to the Authority.

4.3 For further details on the rights and duties of Authorised Signatories go to condition 14 below.

4.4 We may remove any Authorised Signatory in limited circumstances. For further details go to condition 19 below.

## 5. Security

5.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts.

For this reason:

- a) you must sign instructions given on paper;
- b) when you are in a branch with a counter, we may ask you for identification; and
- c) if you are contacting us or giving us instructions by any other

method (for example by using a card, Telephone Banking, Internet Banking or by Mobile Banking) you, including any Authorised Signatory must do so using the "Security Details" we have given to you or agreed with you personally.

"Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs"), to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.

5.2 As long as we have checked your identity or, as the case may be, the identity of the Authorised Signatories concerned in one of the ways set out above, we will assume that we are dealing with you.

5.3 You must:

- a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;

- b) not let anyone else use any of your cards (if any) or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
- c) keep your cards (if any) and Security Details secure and protect cards from damage;
- d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
  - i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
  - ii) writing your Security Details on, or keeping them with your cards or banking documentation;
  - iii) writing down your Security Details in a way that is recognisable; or
  - iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
- e) not let anyone else give instructions, or have access to information, on your accounts

unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so for example in terms of conditions 4 and 14; and

- f) if there is a place for your signature, sign any card (if any) as soon as you have received it.

5.4 If you use Internet Banking or Mobile Banking, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.

5.5 We may replace your card (if any) with a different type of card available under this agreement, for example, following a review of your circumstances, we may replace a Cashpoint® card with a debit card (or a debit card with a Cashpoint® card). We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you advance personal notice of the change as required by this agreement.

5.6 You must tell us as soon as you can (see the contact details section) if you:

- a) notice any errors;
- b) find our services are not working;
- c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
- d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.

5.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through Internet Banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.

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

5.9 You acknowledge that any individual (whether or not listed in your account opening form or the Authority or

any subsequent amendment you notify to us) can access your account if they pass our standard customer verification procedure on any of our accounts or if they already have an established relationship with you which is recorded on your accounts. Our standard customer verification procedure can be passed by anyone who has access to your bank statements and banking information. It is therefore important that you keep your bank statements and banking information in a secure place and do not disclose them to anyone whom you do not want to have access to your account.

## 6. Statements and information

6.1 We will normally provide a statement each month that there are payments out of the account. You can ask us to provide statements less often than monthly, but we will always provide a statement at least once a year. We normally send statements by paper but if your account is accessible by Internet Banking, we may provide statements electronically. If we do so, we may also send you paper statements, but we may choose to

do so less often. For example, if we provide electronic statements monthly, we may send paper statements annually.

- 6.2 You can also ask us for information about payments at any time. You can do this or order a paper statement at any branch or through Telephone Banking. If you ask us to send you a paper copy of a statement we have already provided on paper we will charge you for this.
- 6.3 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 6.4 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible.
- 6.5 You must give any information and help we reasonably ask for that is relevant to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other

authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the UK or (if appropriate) abroad.

- 6.6 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For payments outside the UK or in a foreign currency where any information is not provided you can ask us for details.

## **Section C – Banking services**

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In this section we explain how you can ask us to make payments from your account and how soon you can use money paid in. You can also use a third party provider to make payments on certain accounts (you can find out more about third party providers in Section D). If you do use such a provider, those payments will be made in the same way we set out in this section. We also explain how to cancel payments and what happens if something goes wrong.

## **7. Opening and processing times and general conditions about payments**

- 7.1 We begin processing payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this section C the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.
- 7.2 “Working day” has a particular meaning in this agreement:
  - a) By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below. The position is slightly different for debit card payments, which is explained in the Card Payments section at 9.3 below.
  - b) In all cases, how long a working day lasts will depend on the “cut-off” times for that particular

method of making or receiving payments. The cut-off time for making payments depends on how and where a payment is to be made, but for a payment in sterling within the UK is not usually before 2.30pm (UK time). You can ask us for details, and we have some extra information about cut-off times for particular payments in your Price List. If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day. If you do not have enough money in your account to make a payment you have until 2.30pm (UK time) that day to deposit sufficient cleared funds into your account to make sure that the payment goes.

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

## 8. Payments into your account (deposits)

- 8.1 General conditions about payments into your account.
- a) In this condition we explain the timing of different types of payment into your account, including:
    - i) when we show them in your account;
    - ii) when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account; and
    - iii) when they are available for you to use for withdrawals or other payments out of your account.
  - b) We will pay any interest at the time stated in condition 8.4.
  - c) We may not accept a cheque for payment into your account if it is more than six months old.
  - d) If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount

up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

If we become aware that a payment into your account was made by mistake or fraud within two months of receiving the payment, we will:

- make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount in the account); and
- tell you we will return the payment to the paying bank unless you tell us within 15 working days that the payment was not made by mistake or fraud. If you do not respond within 15 working days, we will return the amount to the paying bank.

If we become aware that a payment into your account was made by mistake or fraud more

than two months after the receipt of the payment, we will normally contact you before restricting your use of the amount in the account.

If we cannot return the funds to the payer, we may give information about you and your account to the payer's bank so they can recover the money.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:

- i) cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- ii) expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

## 8.2 Cash payments into your account.

We outline below the different ways in which you can pay in cash to your account. How quickly the funds will be available for you to use and start to earn any interest on, will depend on when we receive the cash.

- a) Paid in at a Bank of Scotland branch with a counter: we will show it in your account and it

will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it immediately after it is counted.

The same applies if you pay cash into a branch with a counter on a non-working day, except that it will not earn any interest (or reduce the interest you pay) until the next working day.

- b) Paid in at a Bank of Scotland branch Depositpoint™ (if available): we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we have counted the cash, which will be shortly after the cut-off time of one hour before branch closing time or, if the branch closes at 5pm or later, 4pm.
- c) Paid in at a Bank of Scotland branch Immediate Deposit Machine (IDM) (if available): we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we have counted the cash, which will be shortly after the branch closing time.

- d) Paid in at a Bank of Scotland Cashpoint® that accepts deposits: we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest we pay or charge. The cut-off time for a Cashpoint® is the end of the day.
- e) Electronic transfer from another bank. The cut-off time is the end of the day.

Paying in coins – in any day we will usually limit you to ten bags of coins, regardless of the number of accounts you have. You cannot use one of our counter-free branches to pay coins into your account.

Paying in cash through a Mobile Branch – in any day we will usually limit you to £5,000, of which no more than five bags can be coins.

- ## 8.3 Payments into your account (other than cash and cheque payments).
- a) This section covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.
  - b) When we receive a payment for your account in sterling, we will

show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.

If you make a transfer between your non-personal bank accounts with Bank of Scotland on any non-working day, the amount you transfer will leave one account (A) and will be available for you to use from the other account (B) that day but will be shown as arriving in account B on the next working day. The amount will count towards any interest on account A until the date the payment is shown as arriving in account B when it will count towards any interest on account B.

- 8.4 Sterling cheques (paid in at Bank of Scotland or any bank in the UK, Isle of Man, Gibraltar or Channel Islands).

Payments show in your account on the working day we receive the cheque (if you pay it into a Cashpoint, this will be the next working day after you pay it in).

The table below explains what happens while the cheque is being 'cleared' (collected from the other bank).

We use one of the two clearing processes:

- The '2-4-6' process
- The 'Cheque Imaging' process (being introduced during 2018)

The 'Cheque Imaging' process will be introduced gradually, and if we are using the new process we'll display a notice when you pay in a cheque. If you need to be sure a cheque has been paid, you should pay it in over the counter at a branch with a counter, and ask for 'special presentation' of the cheque. There is a charge for this service.

#### **Receiving money from outside the UK or in a foreign currency**

- a) When we receive a payment for your account in a foreign currency, we will convert it into pounds before we pay it into your account. We will show it in your account and make it available for you to use straightaway and pay any interest on it (or use it to reduce the interest you pay) from

the same day. For some non-EEA currencies, we may be unable to convert the payment into pounds on the day that we receive it. We'll also value-date it on the day we receive it.

- b) We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment. You can find out our standard exchange rate for the payment by calling us on the number given in the contacts section at the beginning of this document.
- c) We may take our charges for dealing with the payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

Cheque clearing process	When will the payment affect any interest we pay or we charge you?	When will the payment be available for you to use?	When can the cheque be returned unpaid?
<p><b>'2-4-6'</b></p> <p>Cheques paid into a Lloyds Bank/Bank of Scotland:</p> <ul style="list-style-type: none"> <li>▶ branch counter;</li> <li>▶ Cashpoint® that accepts cheque payments in;</li> <li>▶ Depositpoint™ (if available);</li> <li>▶ IDM (if available).</li> </ul>	<p>From the second working day after we receive the cheque.</p>	<p>From the fourth working day after we receive the cheque.</p>	<p>Up to the end of the sixth working day after we receive it even if you have already spent it (which may put you into overdraft). From that time, we cannot take money from your account without your consent if the cheque is returned unpaid, unless you have been fraudulent.</p>
<p><b>'Cheque Imaging'</b></p>	<p>By 11.59pm on the working day after we receive the cheque.</p>	<p>From 11.59pm on the working day after we receive the cheque, at the latest.</p>	<p>Up to 11.59pm on the working day after we receive the cheque.</p>

### 2-4-6 clearing process

If you pay a sterling paper cheque into your account over a counter at a Bank of Scotland branch on a Monday, you will see it on your account the same day. It counts towards any interest on Wednesday (2 working days), you can use the money on Friday (4 working days), and we cannot take the payment out of your account after the following Tuesday (6 working days).

### Cheque Imaging Process

If you pay a sterling cheque into your account on a Monday, you will see it on your account the same day. It counts towards any interest and you can use the money on Tuesday by 11.59pm at the latest.

8.5 Foreign cheques paid into your account.

- a) "Foreign cheques" mean cheques in a foreign currency or cheques in pounds paid out of an account at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands).
- b) If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign the cheque Mr A Smith.) If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- c) If you wish to pay a foreign cheque into your account, the processing times for dealing with UK cheques do not apply. We may not be able to accept cheques in all foreign currencies. We generally try to "negotiate" a cheque but if we can't or if you ask we can "collect" it.

- i) If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the pounds equivalent on the working day after we receive it using our standard rate for the payment. We will then get payment from the paying bank.
- ii) If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent using our standard exchange rate for the payment into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.
- d) The exchange rate we use when converting a foreign cheque into pounds will be:
  - i) our standard exchange rate for negotiating cheques, on the day we buy the cheque from you; or

- ii) our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank.
- e) If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the pounds equivalent from your account. If we converted the cheque into sterling, we will change it back into the foreign currency using our standard exchange rate for the payment on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft. This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
- f) We will take our charges for dealing with foreign cheques, and any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid



or asking for the money to be returned, from the account you told us to pay the cheque into.

- g) Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- h) If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.
- i) Any foreign currency cheque will only affect any interest we pay or charge from the working day that the funds are credited to your account.

## **9. Payments out of your account (withdrawals)**

- 9.1 General conditions about payments out of your account.
  - a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:

- i) if you or an Authorised Signatory (in accordance with the Authority) ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone Banking or Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality;
- ii) otherwise, if you or an Authorised Signatory (in accordance with the Authority) signed a cheque or other document containing the payment instruction (for the avoidance of doubt, we do not accept payment instructions or consent to payment by email); and
- iii) if we receive a payment instruction in any other way, provided the instruction is in accordance with processes we have agreed with you.

- b) For us to make a payment for you within the UK, we normally need the sort code and account number or card number and any other details we ask for. For some payments we may ask for different details. To make a payment outside the UK or in a foreign currency we will also need the recipient's full name and address, their bank's name and address and the following details:

- i) For payments in euro to a bank account in a SEPA country – The international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).
- ii) For payments in a currency other than euro to a bank account in a SEPA country – The international bank account number (IBAN) and the business identifier code (BIC) of the recipient's account.

- iii) For any other payment  
– The recipient’s account number and other information we need for the particular payment, for example if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment. “SEPA” means the Single Euro Payments Area. In Section E we include a list of the countries in SEPA.

- c) If we accept your instructions to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day. If we are unable to make a standing order or future dated payment because you do not have enough money in your account and we do not agree to your request for an Unarranged Overdraft or increased Unarranged Overdraft then we will try again to make the payment later that day. If there are still not enough available funds, we will make a

final try on the next working day before rejecting the payment. We will only charge a Refused Payment Fee if all three tries are unsuccessful, and we will not charge more than one Refused Payment Fee for that failed payment.

- d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.
- e) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.
- f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:

- i) the security of a card or your Security Details; or
- ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
- iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you in advance to tell you that we are doing this and our reason for doing so. If we are unable to tell you in advance we will tell you as soon as possible afterwards. As cards belong to us, we (or a person or other organisation acting for us, for example another bank operating a cash machine), may take or retain a card on our behalf if we stop or suspend your rights to use it. If we stop or suspend a card you must stop using it.

- g) We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:

- i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
- ii) the payment instruction is not clear or you have not provided us with the correct details;
- iii) there is a legal requirement or a court or other authority that tells us to act in that way;
- iv) the payment seems unusual compared with the way you normally use your account;
- v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- vi) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
- vii) you ask us to send a payment to an account that is not able to receive payments through the Faster Payments scheme (you can check with us in advance whether a particular account is able to receive this type of payment);
- viii) any other reason set out separately in this agreement applies.
- h) For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which may mean we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are cancelling a payment for this reason.
- i) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment if you ask us to send funds from your account elsewhere. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.
- j) If we prevent you from using your account or cards or refuse, or we are unable to make a payment under this agreement, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- k) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing, or are unable to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to. If you are using a card to make a payment or withdrawal from a cash machine, the retailer

or organisation which owns the cash machine will tell you that the payment has been refused.

- l) You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- m) We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.
- n) We are not liable for failing to make a payment if the bank or building society you are sending the payment to is not able to accept payments through the Faster Payments scheme.

## 9.2 Payments (other than payments by card and cheque).

- a) If you ask us to make an immediate payment or a future dated payment (including a standing order to an account at another bank in the UK), the following applies:

- i) We will use the Faster Payments scheme if it is available and the organisation you are sending a payment to is able to accept payments through the scheme;
- ii) An immediate payment can be made using the scheme 24 hours a day, 7 days a week. We will take the payment from your account straightaway and the payment will normally reach the receiving account within 2 hours.
- iii) Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.
- iv) You can check with us when you make a payment whether the bank or building society you are sending the payment to is able to accept payments through the Faster Payments scheme.
- v) If we cannot make the payment using the Faster

Payments scheme you can contact us to ask if there is any other method available to make payment.

### **Payments outside the UK or in a foreign currency**

- b) Payments in euro to another EEA country, Monaco, Switzerland or San Marino will reach the payee's bank account no later than the next working day and payments in other EEA currencies/Swiss francs to another EEA country will reach the payees account no later than four working days. You can ask us for details about how long the payment should take to arrive. We cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more information on timescales in your Price List. "EEA" means the European Economic Area. The countries in the EEA are listed in Section E.
- c) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask

us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.

- d) If you ask us to make a payment in a foreign currency, we will use our standard exchange rate for that payment at the time we make it unless we agree a different rate with you when you ask us to make the payment. Our exchange rates may depend on the amount of the payment and how we process it, for example whether you choose to pay all charges or whether they are shared. You can find out the current exchange rates by calling us – see ‘Our contact details’ at the front of your conditions booklet.
- e) When you ask us to make a payment, we will also tell you about any charges that may apply.
- f) We have to send a payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.

- g) Where we properly incur any costs or other obligations when acting for you in making a payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

### **Direct Debits**

- h) If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- i) We allow Direct Debit payments to be collected from your account on the date specified in the Direct Debit instruction.
- j) If you think there has been an incorrect Direct Debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who

set it up. You should also contact them to let them know what you have done and why.

- k) If you have a dispute about a Direct Debit payment that has been collected from your account, you will need to resolve the dispute with the business or organisation directly. You cannot use any claim or defence you may have against them as the basis of a claim or defence against us. This does not affect your right to a refund as set out above.

### **Cancelling or changing a payment**

- l) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made. If we have sent money outside the UK or in a foreign currency for you, we can only recall it (or any part of it) if the recipient bank agrees.

If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if we have sent money outside the UK or in a foreign currency and it is returned to your account, we will change it back into pounds using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment and so the amount paid back into your account may be less than that originally taken. You can ask us for details about how long the payment should take to arrive. We cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more information on timescales in your Price List.

- m) If you wish to cancel or change a Direct Debit, as well as telling us so that we can suspend any further payments, you should tell the business or organisation so that they can cancel the Direct Debit.
- n) Where we are notified by a UK banking industry payment scheme, such as the Current Account Switch Service, that a person you've asked us to pay has switched their current account to another bank, we will update your instruction with their new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.

### 9.3 Card payments.

- a) If you use your card to withdraw cash or to make a payment, we will take the amount of the withdrawal, or payment, from your account on after we receive confirmed details of the withdrawal or payment from the relevant card association (eg VISA). Your account may be debited on a non-working day.
- b) If you use your card for a cash withdrawal or to make a

payment in a currency other than pounds, we will convert the amount withdrawn, or paid, into pounds on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the rate set by the international payment organisation and a percentage added by us. This percentage and other charges that apply are set out in our banking charges guide. You can find out the current exchange rate by calling us on the number set out at the beginning of this document.

- c) However, if you use your card to withdraw any foreign currency from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion. That bank will set the exchange rate and may charge you for the conversion.
- d) If you wish to cancel payments made on a regular basis from your card account, such as

magazine subscriptions, you can tell us that you no longer consent to these payments being made. You can do this at any time before the end of the last working day before the next payment is due to be made. We will then cancel the payments. We also advise that you contact the person you make the payment to do that they do not keep trying to take the payment. You will need to contact them if you want to cancel your agreement with them in any case, as we cannot do that for you. You will also need to tell anyone you make regular payments to if your account is closed or your card number changes otherwise they may not be able to collect your payments.

- e) If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the relevant card association.

#### 9.4 Refunds for payments.

- a) We will refund the amount of a payment and any charges or

interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- i) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
- ii) you tell us about a payment made from your account which was not authorised and for which you are not otherwise liable (condition 16 has more information on liability).
- iii) However, we will not refund the payment if you tell us the payment was not made

properly or was unauthorised more than 13 months after it was made. If the payment was collected by Direct Debit, the refund provisions in condition 9.2 (k) will also apply.

- b) Where you have used your card to make a payment, you can ask us to refund the payment if the following conditions are satisfied:
  - i) the payment was made to a retailer in the EEA;
  - ii) the authorisation you gave did not specify the exact amount to be paid;
  - iii) the amount that has been requested was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
  - iv) you request a refund within 8 weeks of the date the payment was made from your account.We may ask you to provide information which is reasonably necessary to investigate whether or not

you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card. Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will either refund the payment or we will inform you of our reasons for refusing the refund. If you query the payment more than 8 weeks after it was taken from your account or the payment was made to a retailer outside the EEA, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

#### 9.5 Cheque payments.

- a) When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which

can be months later).

- b) It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- c) You may be able to cancel a cheque that has not yet been paid in by calling us with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge for trying to cancel the cheque, whether or not we succeed.
- d) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. You can instead use Telephone Banking or Internet Banking to tell us to make a payment on a future date.
- e) If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy

it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

- f) We may not accept a cheque for payment out of your account if it is more than six months old.

## 10. Interest and charges

- 10.1 We give you details of our current interest rates (where applicable), charges (such as monthly account fees, charges for certain card payments, and overdraft charges) and charging dates (such as billing periods) in our banking charges and interest rate guides or other additional conditions. You can also find them out by contacting us (see the contact details section) and on our website. We may change our interest rates, charges and charging dates or introduce new charges under condition 16.
- 10.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
- 10.3 The additional conditions will tell



you when we pay interest, if any, on your account. This is usually monthly, 3 monthly, 6 monthly or yearly. If the day interest is due to be paid on an account is not a working day, we will pay interest up to, and on, the next working day. We will pay interest by crediting it to your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.

- 10.4 If we pay interest on your account, we will pay it "gross". This means we won't automatically deduct tax from your interest. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.
- 10.5 We will calculate any interest at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.
- 10.6 We may take any interest and charges you owe us from the same account, or from your other accounts as allowed under

condition 17. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account and will tell you the date on which we will take them.

## 11. Overdrafts and available funds

- 11.1 An "overdraft" is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The "available funds" is the amount you can use to make payments out of your account each day. This will be:
  - a) the amount of credit balance that is available for you to use on your account plus the amount of any Arranged Overdraft (the overdraft limit); less
  - b) the amount of card payments we have authorised but not yet taken from your account.
- 11.2 When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 11.3 Overdrafts are always repayable "on demand." This means that we

can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days notice before making the change.

- 11.4 We may offer an overdraft "buffer" for customers whose account goes into an overdraft by only a small amount. We do not charge interest or fees on overdrafts within this buffer but if you exceed the buffer, we will charge interest on the whole amount, including the amount of the buffer. If you use an overdraft to borrow money over the buffer, you will have to pay a monthly overdraft usage fee for the overdraft. This fee applies to both an Arranged Overdraft and an Unarranged Overdraft. The other charges and the amount of interest you have to

pay for an overdraft depends on whether it is an Arranged Overdraft or an Unarranged Overdraft and also depends on what current account you have. Details of the buffer, the monthly overdraft usage fee and other charges are set out in our banking charges guide.

11.5 An "Arranged Overdraft" is an overdraft up to a limit that we agree, taking into account your circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms of any Arranged Overdraft, including how long the Arranged Overdraft will apply. If we do not specify a period, then your Arranged Overdraft will continue indefinitely until ended by either of us. We will carry out a review of your Arranged Overdraft at least once every 12 months.

11.6 If you try to make a withdrawal or payment out of your account (for example, by card, Direct Debit or cheque) for which you do not have available funds, we will treat this as a request for an "Unarranged Overdraft," or for an increase in

your Unarranged Overdraft if you already have one. If your account becomes overdrawn (or goes over a limit we have agreed for an Arranged Overdraft) because a payment into the account has been returned unpaid by the paying bank, or because we have added charges, we will also treat this as a request for an Unarranged Overdraft, or for an increase in your Unarranged Overdraft if you already have one. In each case, we will consider whether we agree to your request taking into account your circumstances. We will not be liable to you if we do not agree to give you an Unarranged Overdraft or increased Unarranged Overdraft.

11.7 When your account goes into Unarranged Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it, but we will ignore any Unarranged Overdrafts which are repaid the same day or any overdrafts that are within the buffer amount described above. We only provide Unarranged Overdrafts for a limited period and we tell you when you must repay one. Your Unarranged

Overdraft will in any case end as soon as you have available funds again in your account (but this does not cancel you requesting a new Unarranged Overdraft in future). Details of the charges that apply to Unarranged Overdrafts are set out in our banking charges guide.

11.8 Where you do not have available funds to make a payment and we do not agree to your request for an Unarranged Overdraft or increased Unarranged Overdraft, you will not be able to make that payment (and we will tell you we have declined your request). The charges that apply are set out in our banking charges guide but we will not charge you for small payments that we decline that are less than the buffer set out in the banking charges guide.

11.9 If you do not want us to treat attempted payments as a request for an Unarranged Overdraft when you do not have sufficient available funds, you can choose to "opt-out" of this service, if this feature is available on your account. You can ask us at any time for details of how this works, including any fees and charges that you might have to pay

(such as charges we apply when we have to refuse a payment) if you opt out.

## **12. Benefits packages included with certain accounts**

- 12.1 We may offer different benefits packages (covering various insurance or other benefits) with different types of bank accounts covered by this agreement. We will tell you the benefits packages which are available to you when you apply for an account. These benefits may be provided by selected third party suppliers. Further details of those suppliers and the conditions for the benefits packages (including charges for the account and any cancellation rights) are set out in the relevant additional conditions.
- 12.2 If insurance is included with your account, any money we receive from you or from the insurer in relation to such insurance will be held by us in our capacity as a bank authorised by the Prudential Regulation Authority and not on trust for you (or as your agent if in Scotland). Such money will not be held in accordance with the Finance Conduct Authority client money rules and once paid into your account is treated like any other funds

held in your account. We hold any insurance premiums we collect on behalf of the insurer.

## **Section D – General conditions**

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### **13. Business Relationship Terms**

- 13.1 We will use reasonable care and skill in providing services and managing your day to day banking needs, but you should bear in mind that:
- a) our relationship services are for your general guidance and information only and they are based on information we know from operating your accounts or that you have given us;
  - b) there may be occasions when you should take specialist advice rather than solely relying on our services;
  - c) we are not responsible for how you interpret information we provide, or implement any action you choose to take.
- 13.2 As you retain sole responsibility for deciding whether to act on it, we will not be liable if you rely on financial information we supply; or if you choose to act on any suggestions or guidance we give you, whether or

not they derive from tools we make available to you. They are not there to make decisions for you and there will be areas where you may wish to obtain more expert advice.

### **14. Operating and authorising others to operate your accounts**

- 14.1 We will only accept authorisation, or any other instructions on your account, from:
- a) you;
  - b) anyone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt);
  - c) any Authorised Signatory (in accordance with the Authority); and
  - d) anyone who you have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority.
- 14.2 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

## Partnership Terms

14.3 If you are a partnership, the following shall apply:-

14.3.1 Any signature authorised by the Authority may be in the name of a partner, the partnership or any authorised signatory.

14.3.2 Each partner (whether or not they have signed the Authority) will be jointly and severally liable for all liabilities of whatever nature of the partnership to us together with interest, fees and charges. Therefore each partner is separately responsible to us for all debts and liabilities of the partnership and not just a share of them. We may take action against all or any of the partners. Please refer to our separate leaflet on joint and several liability for further details.

14.3.3 If there is a dispute between the partners about the partnership accounts, we may require all partners to authorise transaction

until all partners agree how the partnership accounts are to be run. Therefore no payments out of the partnership accounts will be made unless authorised by all partners and all facilities requiring authorisation from only one partner or authorised signatory, for example cards, internet or electronic banking, will be suspended until the dispute is resolved. Payments made to the partnership will be paid into the partnership accounts in the usual manner.

14.3.4 If any partner dies or ceases to be a partner of the partnership, we may treat any continuing partners as having full power to carry on the partnership's business and to deal with its assets as if there had been no change in the partnership. This applies unless we receive written notice to the contrary from any of the continuing partners, or from the executors, legal personal

representatives or trustees of any deceased partner.

14.3.5 If we are owed money on the partnership accounts or on outstanding loans:

- when a partner dies, the deceased partner's estate remains responsible for paying the debt and we may require payment from the deceased partner's assets;
- when a partner leaves the partnership, each partner (including the partner who has left) remains separately responsible to us to repay all the debts.

14.3.6 The partners will notify us immediately (in such form as we require) of any changes in the partnership, and the current partners will ensure that any incoming partners sign a confirmation of the existing authorities to us.

14.3.7 The Authority will not be affected by:

- any change in the name of the partnership; or

- any change in the partners of the partnership as a result of death, bankruptcy;
- retirement, any new partner(s) joining or otherwise.

14.3.8 Any termination of or alternation to the Authority shall not release the partners from any previous liability or indemnity for any act performed by us in accordance with instructions previously received from the partners or an authorised signatory under the Authority.

**Authority of sole trader/each partner/director/member to operate accounts under the Authority.**

- 14.4 If you are a sole trader, you will have authority without any restriction to authorise any transaction or other business (including opening any further accounts in your name or in the name of the business or applying for further services) with the Bank, and to operate all your accounts.
- 14.5 If you are a partnership or limited company or limited liability

partnership, unless you have provided otherwise in the Authority each of the partners/directors/ members named in the Authority as signatory to the account(s) has individual authority without any restriction to operate all your accounts. Therefore each of these partners/directors/members will be able, for example, to withdraw money from any of your accounts (which may be without the knowledge of the other partners/directors/members). We will not be obliged to make enquiries about the purpose of any transactions or the partner/director/members authority to conduct them.

14.6 If you do not want a partner/director/member to have that authority please give details in the Authority.

**Authority to change the Authority (excluding Executors, Administrators and personal trusts).**

14.7 A sole trader may notify us of a change to the Authority (or Authorities that have already been changed) by writing to us. This includes changing the authority

conditions 4 or 14 of these terms and conditions for example adding the names of new signatories.

14.8 If you are a partnership, you may notify us of a change to the Authority (or Authorities that have already been changed) by any two partners permitted by the Authority (or by one partner if only one partner is permitted by the Authority) writing to us. This includes changing the Authority for example adding the names of new signatories. If none of the signatories are partners you can change the Authority by any two partners writing to us.

14.9 If you are a limited company or a limited liability partnership, you may notify us of a change to the Authority (or Authorities that have already been changed) by any two authorised signatories permitted by the Authority (or by one authorised signatory if only one signatory is permitted by the Authority) writing to us or by providing us with an amending resolution passed by (if in the case of a limited company) the board of directors and certified by a director or the secretary or

(if in the case of a limited liability partnership) the members and certified by a member. This includes changing the authority conditions 4 or 14 of these terms and conditions for example adding the names of new signatories

- 14.10 If you are an Organisation, you may notify us of a change to the Authority (or Authorities that have already been changed) by any two signatories named in the existing Authority (or only one of only one is named in the Authority) writing to us or completing a bank form. This includes adding to or changing the signatories.

#### **Other authorised signatories – sole traders/partners/directors/members.**

- 14.11 If you are sole trader and you want someone other than yourself to have authority to authorise transactions or other business with us, and to operate your accounts, he or she will need to be named in the Authority and supply us with personal and signature details. You will be personally responsible to us for all or any of the transactions carried out by any persons you

have authorised to undertake any transactions on your behalf. Authorised signatories other than yourself are just signatories and do not have any responsibilities for any debts or liabilities to us on your account(s).

- 14.12 If you are a partnership or a limited company or a limited liability partnership and you want someone other than a partner/director/member to have authority to authorise transactions or other business with us, and to operate your accounts he or she should be named in the Authority and supply us with personal and signature details.
- 14.13 If you wish to put conditions or restrictions on the authority of that person, please give details in the Authority. If you do not give any details each authorised signatory has individual authority without any restriction to operate all the accounts of the business. The authorised signatory will be able, for example, to withdraw money from any of your accounts (which may be without the knowledge of

the sole trader/partners/directors/ members/ signatories). We will not be obliged to make enquiries about the purpose of any transaction or the authority of the signatory to conduct them. We will also give these signatories any information about the accounts of the Business.

- 14.14 If you are a partnership, each partner of the partnership shall be personally liable to us for all or any of the transactions carried out by any authorised signatories (whether or not they are partners). Authorised signatories who are not partners are just signatories and do not have any responsibility for any debts or liabilities to us in relation to the partnerships account(s).

#### **Rights and duties of authorised signatories – unincorporated club, charity, society or non-personal trust.**

- 14.15 Although any account opened with us would be opened in the name of the Organisation instead of its officials or authorised signatories where the Organisation is not a separate legal entity, the terms of the Authority and any specific terms of any account opened with us shall apply to each

authorised signatory. If there is a breach of such terms, the Bank may take appropriate actions against each and every one of the authorised signatories for example if any account becomes overdrawn, the Bank may take action to recover the whole of any debt from each and/or every one of the authorised signatories.

14.16 If there is a dispute between the authorised signatories about the Organisation's account, we may require all authorised signatories to authorise transactions until all authorised signatories agree how the Organisation's account is to be operated.

14.17 We will send all correspondence relating to the Organisation's account to the correspondence address of the Organisation and marked for the attention of the contact name of the Organisation as specified by you to us during the account opening interview. We may give any information about the Organisation's account to all or any of the authorised signatories.

14.18 Where the Organisation is not a separate legal entity, if any authorised signatory dies or ceases to be an

authorised signatory, we may treat any continuing authorised signatories as having full power to carry on the Organisation's business and to deal with its assets as if there had been no change in the Organisation. This applies unless we receive written notice to the contrary from any of the continuing authorised signatories or from the executors, legal personal representatives or trustees of any deceased authorised signatory.

14.19 Where the Organisation is not a separate legal entity, if we are owed money on the Organisation's accounts or on outstanding loans:

- when an authorised signatory dies, the deceased authorised signatory's estate remains responsible for paying the debt and we may require payment from the deceased authorised signatory's assets;
- when an authorised signatory leaves the Organisation, each authorised signatory (including the authorised signatory who has left) remains separately responsible to us to repay all the debts.

14.20 The Authority will not be affected by:

- any change in the name of the Organisation; or
- any change in the authorised signatory as a result of death, bankruptcy, retirement, any new authorised signatory(s) joining or otherwise.

### **Rights and duties of authorised signatories – personal trustees, executors and administrators.**

14.21 Although any account opened with us would be opened in the name of the trustee(s)/executor(s)/administrator(s) of the relevant trust/deceased person instead of your own name(s), the terms of the Authority and any specific terms of any account opened with us shall apply to each authorised signatory. If there is a breach of such terms, the Bank may take appropriate actions against each and every one of the authorised signatories/trustees/executors/administrators for example if any account becomes overdrawn, the Bank may take action to recover the whole of any debt from each and/or every one of you.

- 14.22 If there is a dispute between the trustees/executors/administrators about the account, we may require all the trustees/executors/administrators to authorise transactions until all authorised signatories agree how the account is to be operated.
- 14.23 We will send all correspondence relating to the account to the correspondence address provided to us during the account opening interview. We may give any information about the account to all or any of you.
- 14.24 If any authorised signatory dies or ceases to be an authorised signatory, we may treat any continuing authorised signatories as having full power to administer the trust/deceased person's estate which may include carrying on the business and to deal with its assets as if there had been no change. This applies unless we receive written notice to the contrary from any of the continuing authorised signatories or from the executors, legal personal representatives or trustees of any deceased authorised signatory.

- 14.25 If we are owed money on the accounts or on outstanding loans and an authorised signatory/trustee acted improperly or outside his/her powers that authorised signatory/trustee will be personally liable and if that authorised signatory/trustee dies, the deceased trustee/authorised signatory's estate remains responsible for paying the debt and we may require payment from the deceased authorised signatory's assets.
- 14.26 When an authorised signatory ceases to be an authorised signatory, each authorised signatory (including the authorised signatory who has left) remains separately responsible to us to repay all the debts (subject to condition to the contrary in this agreement).
- 14.27 The terms of the Authority will not be affected by any change in the authorised signatories as a result of death, bankruptcy, retirement or otherwise.

## 15. Third party providers

- 15.1 You (or one of your authorised signatories) can instruct a third party provider to access information on

your Account(s) or make payments from your Account(s) online as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you or the relevant authorised signatory.

- 15.2 How you/an authorised signatory can use a third party provider will depend on the type of online access you or they have on your Account. You won't be able to use a third party provider to do anything you cannot currently do in relation to your Account. For example, if you have View Only Access, you won't be able to use a third party provider to make payments but you could use a third party provider to access information on your Account.
- 15.3 If you do not want a user to have access to third party providers, you should ask us to remove that user's access to internet banking.
- 15.4 We may refuse to allow a third party provider to access your Account if we are concerned about unauthorised or fraudulent



access by that third party provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. We won't tell you if doing so will undermine our reasonable security measures or otherwise be unlawful.

- 15.5 We may make available to a third party provider a specific means of accessing your Account. If we do, and it tries to access your Account by a different way, we may refuse to allow that access.
- 15.6 If you (or an authorised signatory) provide consent to a third party provider to access your account data so they can provide account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to authorised signatories) with the third party provider as is reasonably required for them to provide their services to you.

- 15.7 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

## 16. Changes to these conditions and additional conditions

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

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

### What can we change?

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

### For example

We may change any of the terms in this booklet, the interest rates and charges that apply to an account, or the terms on which we provide a benefit that forms part of an added-value account.

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

### For example

We may change the provider of an insurance benefit or change the benefits that are included in a package.

## Why can we make a change?

### Meaning of words we've used

<b>reference interest rate</b>	An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England base rate.
<b>regulatory requirement</b>	Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.

- 16.3 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us. We may also change your account to a different account type as set out in Condition 20.

Reason	For example
<b>A change in regulatory requirements</b>	We may have to update our security terms because new legislation introduces tighter standards.
<b>To do something positive for you</b>	Our payment terms may have to change because new technology enables you to make payments more quickly.
<b>A change in the cost of running our accounts, including changes in our funding costs</b>	Changes to the Bank of England base rate that increase or decrease the interest rates we pay savers may affect how much we charge for our overdraft.

Reason	For example
<b>Any other change that affects us, if it is fair to pass the impact of the change on to you</b>	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.

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

### For example

We may need to respond to changes in the banking sector caused by increased competition that affect how we provide our services and what we charge for them.

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

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

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

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#### Meaning of words we've used

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**personal notice**

A notice we give you individually, for example by letter, electronically or in statement messages or inserts.

**published notice**

A notice we put in our branches, on our website and, sometimes, in national newspapers.

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

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

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

16.8 For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details at the start of this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately (which may require you to repay any overdraft on the account) . If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.

## 17. General liability

17.1 If we break this agreement:

- a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and

b) we will not be liable to you:

- i) for any losses not directly associated with the incident that may cause you to make a claim against us whatsoever or howsoever arising and whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of any such loss being incurred; nor
- ii) for any loss of profits, loss of business, loss of goodwill or any form of special damages.

17.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:

- a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to cancel; or
- b) that you have been grossly negligent with your card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.

If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you. We will pay the refund without undue delay.

17.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or

limits our liability to the extent we are unable to exclude or limit it by law.

- 17.4 The liability of your Authorised Signatories to us is explained in the Authority and in Condition 14 above.
- 17.5 This condition 17 also applies to any payments you make through a third party provider.

## 18. Using money between accounts (set-off)

- 18.1 If any money you owe us (for example, on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 18.2 If we do use any money we owe you to reduce or repay what you owe us, we will do so in accordance with any Code of Practice that applies to us (including any notice periods), or as directed by our regulator or similar body.
- 18.3 We can use our set-off right, where you have accounts which are only in your name. We can also use our set-off right where you have accounts

which you hold with another person (X), and you and the other person together owe us money (for example, on a joint loan, mortgage or overdraft), as shown below.

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You and X

- 18.4 Unless this is not permitted by our regulator or other similar body, we can use our set-off right, where you have accounts which you hold with another person (X) and either you or the other person owe us money individually as shown below.

Money in account for:	Set-off against money owed by:
You and X	X
You and X	You

- 18.5 We can use money you have in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 18.6 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.
- 18.7 If we decide to pay you money to settle a complaint you make against us or to provide compensation in relation to products covered by this agreement or any other products you hold with us, we may apply this money against any amount you owe us in relation to products covered by this agreement (such as an overdraft).

We will tell you before we do this and will only do so in accordance with any Code of Practice that applies to us.

## **19. Ending or suspending agreement or an account or service or removing an authorised signatory or account party**

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

19.2 This agreement continues until you or we cancel or end it. The table below shows how this agreement (or any account, benefits package or service) can be ended or how we can remove an authorised signatory or other account party. If we end it or remove an authorised signatory or other account party, we will act in a manner we think

is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

19.3 When this agreement ends, any account covered by it will close and any benefit or service we provide under it will stop. You must also:

- a) repay any money you owe us (including any payments you

have made that have not yet been taken out of your account);

- b) pay any charges and interest up to the date the agreement, account or service ends;
- c) return anything that belongs to us or that we have given you, such as any device or unused cheques; and

<b>By</b>	<b>Reason</b>	<b>Notice</b>
<b>You</b>	Any reason.	None (we may ask you to confirm in writing).
<b>Us</b>	<p>If we reasonably consider that:</p> <ul style="list-style-type: none"> <li>▶ there is illegal or fraudulent activity on or connected to the account;</li> <li>▶ you (or any authorised signatory or other account party) are or may be behaving improperly (for example, in a threatening or abusive way);</li> <li>▶ by continuing the agreement or by allowing any authorised signatory or other account party to act on the account we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</li> <li>▶ you have seriously or repeatedly broken this agreement in any other way.</li> </ul>	None
	You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to the 'reclaim fund' (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.	For further details see section entitled 'Important information'.
	Any other reason.	Two months (in writing).

19.3 (cont.) d) cancel any direct payments (such as direct debits, standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.

19.4 If we remove an authorised signatory or account party, any authority or instruction you have given to the Bank in relation to that authorised signatory or account party will end.

19.5 If this agreement (or a service or benefit under it) ends or we remove an authorised signatory or other account party, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.

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

19.7 If you are a sole trader, in the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.

19.8 After this agreement ends, we will keep our right of set-off and any rights we have under general law and condition 21 will continue to apply. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy statement referred to at the end of this agreement under 'Important Information about your personal information'.

19.9 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 18.3 or, if you have broken this agreement, any loss of ours as a result.

19.10 If we receive notice that:

- a) a bankruptcy petition (including in Scotland, a petition for sequestration) has been presented against you;
- b) any steps have been taken to wind up or dissolve you or your business;
- c) any steps (including the issue of any notice of intention or equivalent) have been taken to appoint an administrator, a liquidator, receiver, judicial factor or similar officer to you;
- d) you have applied to the court for a moratorium or made a proposal to creditors for a voluntary arrangement;
- e) you have granted a trust deed for creditors or taken any action (including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness; or
- f) if any similar or equivalent insolvency event occurs or has occurred relation to you,
- g) we shall have no obligation to pay any sums from your account until the petition is dismissed



or, in the case of any other insolvency event, the insolvency process is formally dismissed, withdrawn or discontinued.

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

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

Before changing your account to a different account, we will give you at least

two months' notice. We will only change your account to one that we believe is a reasonably suitable alternative.

## **21. Transferring rights and obligations**

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

## **22. Not enforcing this agreement**

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

## **23. Law applying to this agreement**

23.1 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal

with any legal questions connected with this agreement.

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

## **24. Third party rights**

Nothing in this agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it (except to the extent that rights are expressly conferred on other Lloyds Banking Group Companies) and such a person shall have no right under the Contract (Rights or Third Parties) Act 1999 to enforce any of its terms. This means that only the parties to the contract (or their legal successor(s), assignee(s) or other security holders) and other Lloyds Banking Group Companies may have contractual rights.

## **25. How can you complain?**

If you feel that we have not met your expectations in any way, please let us

know. We want to resolve this with you as quickly as possible. We have a three step procedure, which you can use to voice your concerns.

### **Step 1 – Let your usual point of contact know**

Inform us of your complaint and how you think it could be resolved by calling into any branch, calling us on **0800 072 8668 (+44 (0)131 278 3729** from overseas), 24 hours a day, 7 days a week, textphone on **0800 389 1286**, or contacting your Private Banking and Advice Manager. We will do all we can to resolve your complaint by the end of the third business day after you contact us. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

### **Step 2 – Follow up**

To follow up your complaint with Customer Service Recovery you can ask the person you raised your complaint with to refer the matter to them or write to Bank of Scotland, PO Box 548, Leeds LS1 1WU.

### **Step 3 – Financial Ombudsman Service**

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

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

### **Section E – Important Information**

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

### **How we are regulated**

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- ▶ We lend money and offer savings, insurance and other financial services to our customers.
  - We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.
  - We are also a member of the British Bankers' Association. Please see **[www.bba.org.uk](http://www.bba.org.uk)** to find out more.
- ▶ We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: **[www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)**
- ▶ To find out more about us, see the FCA's register by visiting the FCA's website **[www.fca.org.uk/register](http://www.fca.org.uk/register)** or by contacting FCA on **+44 20 7066 1000**.
- ▶ Our company details are Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.

- To find out more about our companies, see the Registrar’s website, **[www.companieshouse.co.uk](http://www.companieshouse.co.uk)** or call the Registrar on **0303 1234 500**.

▶ Our VAT number is 244155576.

## Important information

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Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all Bank of Scotland Private Banking non-personal customers will be covered.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midlands (BM Savings), Bank of Wales, Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland the Netherlands, Bank of Scotland Treasury, Lloyds Bank Corporate Markets, St James’s Place Bank and St James’s Place Private Bank. Some savings

accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc.

If you are unsure which bank your account is held with please check your account literature.

- ▶ We follow advertising codes regulated by the Advertising Standards Authority (“ASA”).
  - If you would like to complain to the ASA about any of our advertising, you can do so through their website, **[www.asa.org.uk](http://www.asa.org.uk)**
  - If you would like to find out more about the advertising codes or the ASA, please see **[www.asa.org.uk](http://www.asa.org.uk)**, call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at **[enquiries@asa.org.uk](mailto:enquiries@asa.org.uk)**, fax them on **020 7242 3696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

We are a participant in unclaimed asset scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been

inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

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

If we transfer balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

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

- ▶ For more information, please visit us in branch or at **[bankofscotland.co.uk](http://bankofscotland.co.uk)**
- ▶ If you think you have dormant accounts with other banks you can visit **[www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)**

## Sending money outside the UK or in a foreign currency

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Our payments service means you can make an electronic payment from your account to another account outside the UK (whether in pounds or another currency), or in a currency other than pounds to another account in the UK. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for a payment. You can use this service through our branches with a counter and using Internet or Telephone Banking.

There is a £5,000 maximum limit for any payment made through Telephone Banking, and a maximum limit of £99,999 for payments made through Internet Banking. The minimum payment amount in all cases is £1.01.

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.

If you make a payment outside the EEA or in a non-EEA currency, we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for

a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

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

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

you use Internet Banking, you can print one off yourself. Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.

## Other information

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- ▶ We will communicate with you in English.
- ▶ Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- ▶ Cashpoint® is a registered trademark of Lloyds Bank plc and is used under licence by Bank of Scotland plc.
- ▶ If we pay interest on your account, we will pay it "gross". This means we won't automatically deduct tax from your interest. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.
- ▶ For more information visit us at **bankofscotland.co.uk** or go to any Bank of Scotland branch.
- ▶ We will keep a copy of this agreement, which will be available from our website or on request.

## How we process your personal information

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This information is not part of your Personal Banking conditions.

### Who looks after your personal information

Your personal information will be held by Bank of Scotland plc which trades as Bank of Scotland Private Banking, part of the Lloyds Banking Group. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

### How we use your personal information

We will use your personal information:

- ▶ to provide products and services, manage your relationship with us and to comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- ▶ for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about this and in what circumstances you can ask us to stop, in our full privacy notice.

### Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

### Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- ▶ Information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- ▶ from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- ▶ from or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- ▶ in certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

## **Do you have to give us your personal information**

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

## **What rights you have over your personal information**

The law gives you a number of rights in relation to your personal information including:

- ▶ the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- ▶ the right to get us to correct personal information that is wrong or incomplete.
- ▶ in certain circumstances, the right to ask us to stop using or delete your personal information.

- ▶ from 25 May 2018 you will have the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

## **Other Individuals you have financial links with**

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals with whom you have a financial link in our full privacy notice.

## **How we use credit reference agencies**

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

### **How we use fraud prevention agencies**

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

### **Contact from your relationship manager**

Personal contact is an important part of the service and your relationship manager may contact you personally by mail, telephone, email or text message to inform you about products and services offered by Lloyds Banking Group and others that they think are relevant to you, based on their understanding of your financial needs.

### **Our full privacy notice**

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full

privacy notice, which you can find at [bankofscotland.co.uk/privacy](https://www.bankofscotland.co.uk/privacy) or you can ask us for a copy.

### **How you can contact us**

If you have any questions or require more information about how we use your personal information please contact us at <https://www.bankofscotland.co.uk/contactus/how-to-complain/complain-online/> You can also call us on **0345 721 3141**.

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on **0345 721 3141** and tell us you want to speak to our Data Privacy Officer.

### **Version Control**

This notice was last updated in October 2018.

## Get in touch



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

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week) or via Textphone on **0345 600 9644** (lines are open 9am to 5.30pm, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at **[bankofscotland.co.uk/accessibility/signvideo](https://bankofscotland.co.uk/accessibility/signvideo)**

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

Not all Telephone Banking services are available 24 hours a day, 7 days a week. Please speak to an adviser for more information.

### Important information

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 number 169628.

Depositpoint™ is a trademark and used under licence by Bank of Scotland plc.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB:

**[www.lendingstandardsboard.org.uk](https://www.lendingstandardsboard.org.uk)**

Information correct as of October 2018.

BOSPB145 (10/18)

