



PRIVATE BANKING

# BANK OF SCOTLAND PRIVATE BANKING

**Current Account Conditions**

For use from 1 November 2022



## **This booklet:**

- Explains the agreement between us, how your Private Banking account works and what to do if things go wrong
- Tells you how to contact us and how we will contact you

## **You should:**

- Keep this booklet, as you may need it later
- Read it carefully and ask us if you don't understand anything

You can ask us for a copy of this booklet at any time. It's also available on our website.

## Section A – Our agreement

When you open a Private Banking current account with us, we enter into an agreement with you. Most of the terms and conditions of this agreement are included in this booklet in Sections A – O. If they aren't in this booklet we'll give them to you separately.

Our agreement is made up of:

- 'General conditions' - these are the main terms for your account and cover day-to-day things like paying in and taking out money. The General conditions are found in Sections A –N in this booklet. In places we've used examples to explain how things work, these aren't part of your conditions. We've used a **I** symbol to indicate examples
- 'Special conditions' - these explain the particular conditions and features of our different accounts. We have included current account Special conditions in Section O of this booklet
- 'Additional conditions' - these may cover some additional details about your account like interest rates and charges. We haven't included these conditions in this booklet. They may be included in letters or application forms or other information we give to you when you open your account

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

We have also included information in this booklet that isn't part of your conditions but might be useful when using our accounts and services. This information is in the Useful to know section at the back of this booklet.



Additional conditions include things like minimum and maximum balances you have to keep in an account and how to qualify for a particular account, service, rate or benefit.

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

Our accounts are for personal customers and must not be used by a business, club, charity or other organisation. You must not hold money for someone else in your account. We may close your account if you use it in this way.

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

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

Someone making a payment to your account can check with us that your name matches your other account details. Information we will give them about you can include:

- (i) your name;
- (ii) the type of account you hold (that it is a personal account);
- (iii) if your account has switched to another bank

Our privacy policy explains how we use your personal data. You can find it at:

**[bankofscotland.co.uk/securityandprivacy/privacy-explained/data-privacy-notice](http://bankofscotland.co.uk/securityandprivacy/privacy-explained/data-privacy-notice)** as a leaflet in branch or by asking us.

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

'Lloyds Banking Group' includes us and other companies in our Group, including companies using the Lloyds Bank, Halifax and Bank of Scotland brands. For more information go to:

**[lloydsbankinggroup.com/who-we-are/our-brands](http://lloydsbankinggroup.com/who-we-are/our-brands)**

# Where to find what you want to know

Section

<b>Our agreement</b> Explains what makes up the contract between you, as a customer, and us, as your bank.	▶	<b>A</b>
<b>Contact details and information about your account</b> Explains how to get in touch with us, and how we can contact you - and tells you how we'll keep you up to date with your account.	▶	<b>B</b>
<b>Security</b> Explains the steps you and we should take to protect your account, and your information, and how we check that instructions have come from you.	▶	<b>C</b>
<b>Making payments</b> Explains: <ul style="list-style-type: none"><li>▪ how to pay money into and out of your account and the different types of payment you can use;</li><li>▪ how long this should take, and when your payments should arrive;</li><li>▪ what to do if something goes wrong; and</li><li>▪ how to stop a payment</li></ul>	▶	<b>D</b>
<b>Paying interest</b> Explains how we work out the interest to pay on your account.	▶	<b>E</b>
<b>Overdrafts</b> Explains how you can get an arranged overdraft and how we calculate the interest you pay if you have one.	▶	<b>F</b>
<b>Changing this agreement</b> Explains how and when we can change the contract for your account, how we'll tell you about any changes and what you can do if you don't agree.	▶	<b>G</b>
<b>Joint accounts</b> Explains how joint accounts work.	▶	<b>H</b>
<b>Can you ask someone else to operate your account?</b> Explains what happens if you need to ask someone else to look after your account for you.	▶	<b>I</b>
<b>Can you ask a third party provider to make payments?</b> Explains what happens if you use Open Banking, and need to arrange for another company to get information about your account or make payments for you.	▶	<b>J</b>
<b>What if things go wrong?</b> Explains when we're responsible if things go wrong, and when they might be your responsibility.	▶	<b>K</b>
<b>Can we take money from your account to pay off a debt you owe?</b> Explains how we can use money in your accounts to repay your overdue debts to us, and the steps we'll take to make sure this is reasonable.	▶	<b>L</b>

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**When can we close an account or stop or suspend a service, benefit or package of benefits we provide? When can you close your account?**

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

**M****Other important conditions**

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

**N****Special conditions**

Contains the detailed conditions that apply to the current account you have with us.

**O****Useful to know**

Includes some practical information which may help as you use your account and our services, including cut-off times and transaction limits.

**P****How we process your personal information**

Explains how we treat information about yourself that you give us.

**Q**

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## Section B – Contact details and information about your account

### B1 How can you contact us?

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

- update your contact details and how you wish to receive your statements and correspondence;
- tell us about a lost or stolen card;
- ask for a replacement card or PIN;
- ask us to 'freeze', or stop, certain debit card payments

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

If:	You can:
you've changed address or phone number	Speak to your Relationship Manager or call <b>0345 711 1111</b> (UK)
you've forgotten your PIN	<b>+44 131 278 3698</b> (from abroad) advisers available 8am – 8pm, seven days a week.
your cheque book has been lost or damaged	You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages <a href="http://www.relayuk.bt.com">www.relayuk.bt.com</a>
you want to ask us about a payment	SignVideo services are also available if you're Deaf and use British Sign Language: <b><a href="http://bankofscotland.co.uk/contactus/signvideo">bankofscotland.co.uk/contactus/signvideo</a></b>
you think someone knows your PIN or passwords	If you need support due to a disability please get in touch.
you want to know our current standard exchange rates	Write to us: Bank of Scotland Private Banking The Mound, Edinburgh EH1 1YZ, or Bank of Scotland Private Banking, Ground Floor, 3 City Park, The Droveaway Hove, East Sussex BN3 7AU
you want to speak to us about anything else	
your card or payment device has been lost or stolen	<b>0800 028 8335</b> (UK), lines open 24/7 <b>+44 131 454 1605</b> (from abroad)

Calls and online services may be monitored and recorded.

Not all Telephone Banking services are available 24 hours a day, seven days a week.

### Recording calls

We may listen to or record phone calls to:

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

Mobile Banking app services and cash machines operate 24/7 but sometimes repairs and maintenance mean a service isn't available for a short time. There is more information in the Useful to know section about branch and telephone opening times.

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

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

## **B2 How will we communicate with you about your account?**

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

## **B3 How will you get information about your account?**

We use statements to show you information about payments in and out of your account. Usually we'll send you a statement every month you make payments from your account. You can ask us to send statements less often. We will always send a statement once a year.

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

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

## Section C – Security

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

### C1 How will we keep your account safe?

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

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

If you:	We will check:
Ask us to do something in branch	your ID documents or ask you to use your card, device or security details
Send a letter	your signature
Use Telephone Banking or Internet Banking or the Mobile Banking app or a card or device	your security details

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

**We never ask for account information or passwords by email. Do not reply to any emails or other messages asking for this information.**

### C2 What can you do to keep your account safe?

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

- not letting anyone else use your device (for example, smartphone), card or security details, telling anyone your security details or letting anyone access your account or information about it unless you have agreed this with us or you have given permission for them to act on your behalf, for example, by a Power of Attorney;
- not using passwords that are easy to guess like your date of birth or name;
- signing your card as soon as you get it, if there is space to do so;
- keeping your device safe;
- doing everything you reasonably can to stop anyone finding out your security details. Don't write them down or keep them with your other account information. Don't let anyone watch or listen to you using them;
- doing regular virus checks on devices you use for Internet Banking or the Mobile Banking app; and
- not changing or copying software we give you or give it to anyone else

You must tell us as soon as possible if you:

- think that your security details, card or device (like a smartphone) is lost, stolen, damaged or is being misused; or
- think someone else can access your accounts without your permission or knows your security details

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

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



# Section D – Making payments

This section explains:

- how to pay money into and out of your account;
- how long this takes;
- what to do if something goes wrong;
- how to stop a payment

If you use a different payment service provider to make payments from your account, the same processes apply. Section J explains how you can do this.

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

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

Working days only	Every day
CHAPS	Faster Payments
Standing orders	Transfers between Bank of Scotland personal accounts
Direct debits	Debit card payments
Cheques	

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

- cut-off times
- deposit and payment limits

## Paying money in

### D1 How can you pay money into your account?

You can pay money into your account by:

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

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

### D2 When can you use money you have paid into your account?

#### Cash in pounds paid in at a Bank of Scotland (or in England, Halifax) branch

If you pay in cash in pounds over the counter or by Immediate Deposit Machine, you can use it the day it is paid in as soon as it is counted.

If you use a Bank of Scotland Cashpoint that accepts payments in, 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 you get or arranged overdraft interest you pay.



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

## Cash in pounds paid in at a Post Office counter

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

If you use a personalised paying-in slip, the cash will show in your account and will be available for you to use the day we receive it from the Post Office. This will usually be the next working day.

Deposit limits apply when you pay in cash at a Post Office counter. You can find information about limits in the Useful to know section.

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

## Cheques in pounds from a bank in the UK, Channel Islands or Isle of Man paid in at Bank of Scotland (or in England, Halifax) branches, the Post Office or using our Mobile Banking app

If you pay in a cheque at a branch counter or an Immediate Deposit Machine on a working day, the money will be available to you to withdraw by 11.59pm the next working day. If you pay a cheque in using the Mobile Banking app by 10pm, the money will be available for you to withdraw by 11.59pm the next working day. This is also when you'll start earning interest (if your account pays it) on the value of the cheque or when it will count towards your balance when we work out any arranged overdraft interest. This will also be the latest time we can return the cheque unpaid. If you pay the cheque in using a Cashpoint or on a non-working day, the process will begin on the next working day.

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

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

### Cheque Imaging process



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

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

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

## Electronic payments received in pounds

When we receive an electronic payment in pounds, it will usually show in your account within 2 hours of us receiving it. You can then use the money. This is also when you'll start earning interest (if your account pays it) on the value of the payment in or when it will count towards your balance when we work out any arranged overdraft interest.

### D3 What happens if you receive payments in a foreign currency?

If we get an electronic payment or cash in a foreign currency, we'll change it into pounds using our standard exchange rate for your type of payment. We'll do this before we add it to your account. Our standard exchange rate includes a margin. This is the difference between our standard exchange rate and the rate at which we buy and sell currency in the foreign exchange markets. You can find our current exchange rates by calling us, asking in branch or speaking to your Relationship Manager. The exchange rate changes to reflect currency market movements, so we won't be able to confirm the actual rate until we receive the payment.

An electronic payment in Euros into your account will be available for you to use within 2 hours of us receiving it. Some non-EEA currencies can take up to two working days to arrive with us. These payments will be changed into pounds and available for you to use the day we receive them. We may take our charges for dealing with electronic foreign payments before we add them to your account. We will always tell you the full amount of the payment we receive and the charges we have applied.

We can only accept foreign cash payments in notes. We may not be able to accept cash in every foreign currency. If we accept foreign notes and later find out that they aren't acceptable, we will take the pounds equivalent from your account. We will do this even if you have already spent the money or it will put you into overdraft.

### D4 Can you pay foreign cheques into your account?

You can pay foreign currency cheques into your account but we may not accept cheques in some foreign currencies. You can find further details about foreign cheques in the Useful to know section.

### D5 What happens if money is paid into your account from another account in the UK by mistake or fraud?

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

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

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

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

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

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

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

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

## Taking money out

### D6 How can you take money out of your account?

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

You can make payments from your account by:

- electronic payment transfers using payment schemes like Faster Payments or CHAPS;
- using a card or secure software on a device like a smartphone or watch;
- using a direct debit scheme;
- setting up a standing order;
- using a branch or Cashpoint

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

A payment is authorised when you follow the procedures required for the payment type you are making, for example:

- **Electronic payments:** logging on to the Mobile Banking app or Internet Banking and using your security details (for example, a passcode, password, fingerprint, Face ID or other biometric data) to complete a payment in the way we ask you to;
- **Debit card payments:** presenting your card and entering your PIN or signing; using an e-wallet security process (for example, fingerprint, face or voice recognition) to release your card details; holding your card or payment device near a contactless payment reader;
- **Payment instructions:** giving your card or your account details (online, in writing or by telephone using your security details) to someone in order to make a payment or to authorise future payments; completing a Direct Debit form; following the payment instructions of an authorised third party provider you have asked to submit a payment instruction for you or filling in details you are asked for in our branches;
- **Cheques:** filling in and signing a cheque

We are sometimes required to ask for two separate forms of security checks before we can authorise a transaction. We may have to decline a transaction if you have not provided them (for example, certain transactions may be declined if you try to use contactless payments and don't enter a PIN when asked).

## D8 If you ask us to make a payment from your account when will it arrive?

### Payments in pounds within the UK

If you ask us to make an electronic payment, it should arrive at the bank you are sending it to no later than the end of the next working day. Most electronic payments will arrive much sooner than this.

If you ask us to make a CHAPS payment, it should arrive the same day as long as you asked us before the cut-off time set out in the Useful to know section.

There is detailed information about payment timescales and cut-off times in the Useful to know section.

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

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

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

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

### Payments in any currency to any other country

The time it takes for payments to banks in other countries to arrive will vary but may be more than 4 working days depending on the currency and the country you are sending it to. There is more information about these payment timescales in the Useful to know section.

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

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

If you send a payment in pounds outside the UK we can't control the exchange rate the other bank will apply. We will charge you for making these payments.

Information about the cost of these transactions is set out in the banking charges guide or price list for your account.

## **D10 What information do we need from you to send payments to another account?**

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

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

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

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

The information we need for other types of foreign payments will depend on the type of payment and the country you want to send it to.

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

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

## **D11 What if you want to make a payment on a future date?**

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

We make these payments from your account shortly after midnight at the start of the day on which the payment is due. Your payment should arrive no later than the end of the next working day.

Most electronic payments will arrive much sooner than this, please check the payment timescales in the Useful to know section.

## **D12 How are direct debits taken from your account?**

You can set up a direct debit with a company or other organisation to make regular payments.

Direct debits will be taken from your account by the company on the date you agree with them.

## **D13 How do card payments work?**

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

We can replace your card with a different type of card available under this agreement. We might do this if your financial circumstances have changed or because debit card technology has changed.

We will explain any differences when we send you the new card. If this changes the terms of our agreement we will tell you in advance.

When your card expires we won't send you a replacement card if you haven't used it for 6 months or more before expiry. We will tell you before your card expires if we are not going to replace it and you can ask us to send you one.

## **D14 What happens if there isn't enough in your account to make a payment?**

If you don't have enough money in your account (or available arranged overdraft) shortly after midnight to make a payment, you have until 2.30pm to pay money into your account to make the payment that day. If you don't have enough money in your account (or available arranged overdraft) your payment may still be taken. This may mean that your account goes into an unarranged overdraft.

If a payment takes you into any type of overdraft, you have until the end of the day to pay money into your account to avoid arranged overdraft interest for that day.

The money you pay in needs to be available to use straight away. You could transfer money from another personal account you have with us using Internet Banking or Telephone Banking or the Mobile Banking app or pay in cash directly over the counter at one of our branches with a counter. You may also be able to pay in cash at any Post Office that is open on that day. To do this, you will need to use a valid debit card for the account that you want to put the funds into.

## Standing orders

If you ask us to make a standing order and do not have enough money in your account (or available arranged overdraft) to make the payment on the due date, we will try again to make the payment later that day. If there's still not enough money in your account (or available arranged overdraft), we will make a final try on the next working day before refusing the standing order payment. We won't charge you for this and we'll tell you when we've refused the payment. If you're making the payment from your bank account and four standing order payments are missed in a row we'll cancel the payment. If you want to make the payment you will need to set it up again online or by calling us.

### D15 When can we stop you making a payment?

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

- to keep your account secure, including if you've lost your card or device;
- because we suspect unauthorised or fraudulent use of your card, device or security details; or
- to stop you spending money when your account is overdrawn if we think you won't be able to repay it

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

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

In these circumstances, we may:

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

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

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

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

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

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

- we need to make additional security checks such as checking we are dealing with you;
- the transaction isn't allowed by our systems or processes. For example, it is over the daily limit for cash machine withdrawals or the type of branch you are using has transaction limits;
- the payment or deposit seems unusual and we want to investigate further or speak to you. We may ask you to give us further details about the payment or deposit before we accept it;
- you do not have enough money in your account (or available arranged overdraft) to make the payment;
- you have gone over a limit we have applied to your account or device;
- the payment instruction isn't clear or doesn't include all the details we need;
- the account you're paying doesn't accept Faster Payments;
- the law or a regulation tells us to;
- we reasonably believe that you or someone else is acting illegally or fraudulently;
- to protect you or us from fraud or to ensure we don't breach any law or regulation;
- we reasonably believe that someone else has rights to the money in your account. We can ask a court what to do if we need to;

- you have asked us to refuse the type of transaction by requesting we apply a card freeze. If you ask us to stop a card freeze there may be a delay before the freeze is removed. We will tell you how long it will take to remove;
- we cannot contact you to carry out a regulatory requirement (for example you have not given us your up-to-date telephone numbers);
- any other reason set out in this agreement

We may refuse to make a payment for you if we think the type of payment you are making has a high risk of being connected to an 'APP scam', fraud or other criminal activity. An APP (Authorised Push Payment) scam is where a fraudster obtains information from you and poses as a company or individual that you want to pay, for example, a firm of solicitors acting on your property purchase.

For advice on how to avoid APP scams and other fraud go to:

[bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud](https://www.bankofscotland.co.uk/securityandprivacy/protecting-yourself-from-fraud)

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

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

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

### **D17 Can you change or cancel a payment?**

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

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

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

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

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

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

### **D18 Making and cancelling payments by cheque**

We take the money from your account on the same day we receive the cheque you have written. We will do this even if the cheque has a future date on it.

You must make sure there is enough money in your account (or available arranged overdraft) to cover the payment.

If you want to cancel a cheque that hasn't been paid, you must tell us the cheque number, amount and date.

If someone loses a cheque you give them and asks you for another one, you should ask us to cancel the first cheque. If you don't do this both cheques may get paid.

Local bank holidays may affect the processing of cheques. For example, cheques drawn on a Northern Ireland bank cannot be presented for payment on a Northern Ireland bank holiday.

### **D19 Banker's drafts**

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

## Section E – Paying interest on your account

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

### **E1 When do we pay interest?**

Your Special or Additional conditions tell you if we pay interest on your account and how we pay it. This is usually each month or every three months. As long as you have enough money in your account, we'll pay you interest on amounts we hold for you.

### **E2 How is interest on your account balance calculated?**

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

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

We don't take tax from the interest we pay you. You're responsible for paying any tax you owe.



## Section F – Overdrafts

### F1 Can you ask for an arranged overdraft?

We offer arranged overdrafts on most of our current accounts. If we agree you can have an arranged overdraft, you can borrow up to the limit when you need to.

There is a separate agreement for arranged overdrafts. An overdraft will continue until we or you end it. We can ask you to repay an overdraft at any time.

### F2 Can your arranged overdraft limit change?

We will review your arranged overdraft regularly. We may reduce or remove your limit after our review. For example, we could do this if your personal circumstances change. We may also increase your arranged overdraft limit. We will usually give you at least 30 days' advance notice if we change your arranged overdraft limit, unless:

- you have asked us to make a change;
- we have to take action more quickly to protect our interests; or
- for a regulatory reason

### F3 How do we calculate arranged overdraft interest and when will you pay it?

We will charge interest on arranged overdrafts unless the amount you have borrowed is within an interest-free limit.

We calculate any arranged overdraft interest on the balance of your account at the end of each day. This includes weekends and bank holidays. We charge at the end of every monthly billing period. We will tell you personally about any arranged overdraft interest you have to pay at least 14 days before we take it from your account and will tell you the date when this will happen.

When we charge arranged overdraft interest it becomes part of the balance. This means that if we charge further interest, we base it on the total balance including interest already paid.

If a payment takes you over your arranged overdraft limit, we will not charge you interest on the part that is above your limit. We'll continue to charge interest on the amount of your arranged overdraft. We may also ask you to repay the unarranged amount. We may refuse any further payments until you have enough money in your account or available arranged overdraft to cover them.

## Section G – Changing this agreement

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

We may change the terms in this booklet, the interest rates and charges that apply to an account or the terms on which we provide a benefit that is part of an account with a benefits package.

You can close your account if you aren't happy about the change. If we say any term, such as the interest rate, is 'fixed' we won't change it for the period we have agreed to keep it fixed.

We can change the package of benefits included as part of an account (such as travel insurance).

We can change the provider of the benefits if that is not us. The new provider may offer the replacement benefit on different terms.

We may also change your account to a different account type.

G

### G1 Why will we make changes?

(a) We can change this agreement because:

- our costs of providing you with the account, benefit or service (including changes to the interest rates available on the wholesale markets) have changed or we reasonably expect that they will change;
- there's been a change or we reasonably expect there will be a change to the law, regulations or industry guidance or standards that affect us, or that we reasonably think will affect us; or
- we need to reflect a decision of a court or an ombudsman

For example, new laws might mean we have to update what we say about the security of your account.

Or a change to the Bank of England bank rate may change how much we charge customers who borrow and pay customers who save.

(b) We may also make changes:

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

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

- we need to make sure our business is run effectively, efficiently and prudently taking into account the market and economic climate;
- we think there is a change in your ability to repay any amount you owe us. This may be because of your personal circumstances, information we have about you or get from organisations such as credit reference agencies or the way in which you manage any accounts you have with us; or
- of any other change that affects us, if it is fair to pass on the impact of the change to you

We may also make changes for any other reason.

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

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

### G2 How and when will we tell you about a change?

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

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

We explain how we will make other changes to your arranged overdraft in Section F.

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

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

If you have an overdraft you may have to repay it.

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

# Section H – Joint accounts

If more than one person holds an account we call it a joint account.

## H1 If you hold your account jointly, what do you need to know?

This agreement applies to all of you together and to each of you on your own. Each one of you must act in accordance with this agreement. If one of you doesn't, we can take action against any or all of you. Each one of you can operate the account separately from the others. We will act on requests made by just one of you. Each of you can give us information about the others and we can record and use that information to run your account.

This means that just one of you can:

- close the account. We will pay the money in it to any one of you;
- withdraw all the money in the account;
- apply for an overdraft, card or other service, including the Trusted person debit card or Trusted Party alerts (if applicable);
- stop or change a service covered by this agreement;
- ask us to change the way we provide statements and other correspondence for all joint account holders;
- replace an account or service with another account or service covered by this agreement

We can provide information about your account to just one of you. This includes notices about changes to your account. We will provide the overdraft agreement and information to whichever of you applies for an arranged overdraft. If your joint account has an overdraft, we can ask any one of you to repay it, even if you didn't apply for it.

You can ask us to send statements to more than one address if account holders live at different addresses.

## H2 What if one of you decides to end the joint arrangement?

If you want to remove or change one or more account holders or authorise someone else to operate the account, usually you must all agree to this. If a joint account holder is the victim of domestic or financial abuse we may agree to a request from them to be removed from a joint account without the agreement of other account holders.

If we become aware that you have a disagreement about this account, we may stop acting on requests from any of you until the disagreement has ended.

If one of you dies we may continue to act on requests from the other account holders but we may not always do this.

## Section I – Can you ask someone else to operate your account?

You can arrange for someone else to operate your account for you. To do this you must agree to any Additional conditions we provide to you. You must also sign a form we give you or provide a signed legal document called a Power of Attorney which authorises them to operate your account.

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

To keep your account safe, we may limit the services we allow someone operating your account to use. If you need to, you can tell them your security details but they must agree to keep them safe. We may provide them with separate security details.

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

## Section J – Can you ask a third party provider to make payments for you?

You can ask an authorised third party provider (TPP) to access information from your account online or to make online payments for you. This is sometimes called "Open Banking".

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

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

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

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

## Section K – What if things go wrong?

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

### K1 When will we refund incorrect payments?

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

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

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

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

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

### K2 What if you paid on your card?

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

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

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

We might ask you for additional information so that we can decide whether to refund you.

It may help if you contact the person you paid by card.

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

### K3 What about direct debits?

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

## K4 What if a payment has been made from your account that you didn't ask for?

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

You may be entitled to a refund.

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

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

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

- we reasonably suspect fraud; or
- the unauthorised payment was made from your overdraft

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

## K5 What happens if we break this agreement?

We must compensate you if we break this agreement and you suffer loss as a result.

Sometimes this doesn't apply:

- We don't have to compensate you for losses that are unusual or that could not be predicted and which we can't reasonably control or do anything about. Examples include machine breakdown, problems with IT systems or strikes;
- We don't have to compensate you if we are required to break the agreement for regulatory reasons;
- We don't have to compensate you for any business losses or costs, because this agreement covers personal accounts only;

We are not responsible for any loss, cost or charge you incur if we allow or decline a transaction you request and authorise despite having set up a card freeze. For example, offline transactions that are not referred to us for prior authorisation or where a retailer incorrectly describes the type of transaction you are making so it doesn't match a card freeze you have set up

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

We are not responsible for any loss of opportunity, loss of goodwill, loss of business or loss of profit.

If you suffer a loss we could not have predicted when you gave us an instruction we won't be responsible to you for that loss.

## Section L – Can we take money from your account to pay off a debt you owe us?

Unless a court or the law prevents it, we can take money from your account to reduce or pay off an overdue debt you owe us. This could include money you owe under a credit card, mortgage, overdraft or other agreement. We can do this even if there is a court decision against you or you are fined and we can include interest incurred after the date of any final court decision or fine.

We will only do this if we think it is reasonable and we will take into account your circumstances, including whether you will have enough money to cover your essential living expenses. We will act within regulatory requirements.

We can take money from joint accounts you hold with other people to pay off or reduce debts in your name and the other way around:

Money in an account for:	Used to pay a debt owed by:
You only	You
	You and X
You and X	You
	You and X
	X

We may receive notice or a legal instruction to hold your money or pay it to someone else. If this happens we will first take off any money you owe us before paying the rest to the person we are required to pay it to, unless the law doesn't allow this.

If we decide to pay you money to settle a complaint or to pay you compensation for accounts or services provided under this agreement, we may take off any money you owe us from that amount first.



## Section M – When can we close an account or stop or suspend a service, benefit or package of benefits we provide? When can you close your account?

This agreement will last until you or we cancel it.

You can end this agreement for any reason and you don't have to tell us in advance.

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

We can end this agreement (or account, benefit or benefits package or service) without telling you in advance if we reasonably think that:

- there is or may be illegal or fraudulent activity connected to the account;
- you are or may be behaving improperly. This includes being abusive or threatening to our staff or including abusive or threatening messages in payment instructions;
- a regulator or Government may take action against us (or another Lloyds Banking Group company) unless we end it;
- we may break the law or regulatory requirement if we don't end it; or
- you have broken the agreement in a serious way

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

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

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

When this agreement ends you must:

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

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

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

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

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

## Section N – Other important conditions

### N1 Accounts with insurance

If your account includes insurance, the insurer may pay money to give to you (for example, to settle a claim). We will hold this money as your bank and treat it like any other money paid to your account. We will hold any payments we collect from you for the insurance either as agent of the insurer, or as your bank, depending on our agreement with the relevant insurer.

We will not hold any insurance monies on trust for you, as your agent or under FCA client money rules.

### N2 Can we change the account you have?

We may change your account to a different account. This could mean your new account doesn't have additional insurance benefits. We may do this if:

- you do not pay the monthly maintaining the account fee (or go into unarranged overdraft to pay it) twice in a row;
- you don't meet the eligibility criteria for the account or any benefits that come with it;
- you are no longer resident in the UK;
- you have more than one account with insurance benefits;
- you make a complaint and we agree the account may not be suitable for you

We will give you at least two months' notice in writing before we do this. We will change your account to one we believe is a reasonably suitable alternative.

### N3 Account limits

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

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

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

### N4 Giving your rights to someone else

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

### N5 Enforcing this agreement

We may choose not to enforce our rights under this agreement. For example:

- we may give you more time to pay us what you owe; or
- we may charge you less or not at all for your arranged overdraft

We will not charge you interest if you enter a statutory debt breathing space scheme.

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

## N6 How can I complain?

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

### a) Step 1 - Tell us about the problem

Tell us about your complaint and how you think it could be resolved by contacting your Relationship Manager or calling us on **0800 072 8668 (+44 131 278 3729** from abroad).

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

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

### b) Step 2 - Refer to Customer Services

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

### c) Step 3 - Contact the Financial Ombudsman Service

If you disagree with our decision, you can ask the Financial Ombudsman Service to review it.

This will not cost you anything. You can ask us for details or get further information at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## N7 The law that applies to our agreement

Usually English law and the courts of England and Wales will decide legal questions about our agreement but if you live in Northern Ireland, you can bring a claim in the courts of Northern Ireland. If you live in Scotland when you open your account, Scottish law and the courts of Scotland will decide any legal questions about it.

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

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

## Section 0 – Special conditions

This section explains the conditions and features of our different bank accounts.

### **Who can open a bank account?**

You have to be 18 years old to open our Private Banking accounts.

### **What other special conditions apply to my account?**

Some of our accounts have Special conditions. Some of these are set out below.

#### **Bank of Scotland Private Banking Flexible Current Account**

Up to five account holders on an "either to sign" basis only.

You can usually withdraw any amount in cash from our branches, cash withdrawal amounts are dependent on branch cash availability.

You can register to operate your account through our Telephone Banking service. References in the General conditions to "Telephone Banking" should be read as references to the Telephone Banking service.

If there is a credit balance and interest is payable, monthly interest will be paid directly into the account.

#### **Bank of Scotland Private Banking Premier Current Account**

Up to two account holders on an "either to sign" basis only. You can hold one Bank of Scotland Private Banking Premier Current Account in your sole name and one in joint names.

You can usually withdraw any amount in cash from our branches, depending on availability.

## Section P – Useful to know

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

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

#### Branches

Our branch opening times and services can vary. Not all branch services are available at every branch or all the time. Some branches are open in the evenings or at weekends but don't have counter service. Some branches are counter-free, with mostly self-service machines. Please check with the branch you want to use.

In England, Wales and Northern Ireland, you can also contact us and give instructions for most day-to-day banking at Halifax branches.

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

#### Telephone Banking

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

Our Telephone advisers are available between 8am – 8pm, seven days a week.

You can make foreign currency payments using Telephone Banking during these times:

Monday to Friday 8am – 8pm,

Saturday 8am – 4pm

#### Internet Banking and the Mobile Banking app

These are usually available 24/7.

#### Payment timescales

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

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

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

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

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

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

## Payments in any currency to any other countries

You can ask us how long these payments will take to arrive. We can't control exactly when it will be received by the foreign bank. This depends on the banking practice of that country but should be no longer than 4 working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 5 working days.

Countries outside the UK may have different non-working days, and this could affect when the person you have sent money to is able to draw it out.

## Payment cut-off times

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

## Payments out of your account

The payment you want to make	Where you are making it	When you must ask us by
CHAPS	Branch	3pm
CHAPS	Private Banking Relationship team	3.30pm
Faster Payment in pounds	Branch/Telephone Banking	Branch closing time; or 5pm if the branch stays open after 5pm; or The counter closing time if the counter closes before the branch
A payment in Euro	Branch/Telephone Banking	Usually 3pm but an earlier cut-off of 2pm may apply
A payment in a currency other than Euro	Branch/Telephone Banking	3pm
Any currency including Euro	Internet Banking	3pm
Any currency including Euro	Private Banking Relationship team	12.30pm

## Paying foreign cheques into your account

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

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

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

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

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

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

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

The foreign bank may charge you. If this happens we will pass these charges onto you. Sometimes we may not be able to get payment for a foreign cheque because of currency or other restrictions. If this happens we will return the cheque to you, if we still have it.

## Limits

There may be limits on the number or value of payments you can make. These limits may vary from time to time. You can find our up-to-date limits on our website or by asking in our branches or calling us.

### Daily limits for taking out cash in pounds

Bank of Scotland and Halifax branches with a counter	Cash machines, including Bank of Scotland Cashpoint machines	Post Office	Bank of Scotland mobile branch	Shop or other outlet offering cashback or cash withdrawals using your debit card
No limit (if you want to withdraw more than £2,500 from a Halifax branch, you will need to give at least 24 hours' advance notice)	£800	£300	£500 (Up to £1,500 if you ask 48 hours before)	Limits vary - please ask at the outlet you intend to use For example, the Counter Cash service available in some shops with a PayPoint® Counter Cash Signer lets you take out up to £50

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

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

### Limits for paying in cash in pounds

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

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

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

## Limits for other payments in pounds

	Faster Payments	Transfers to or from other Bank of Scotland accounts	CHAPS	Standing orders
<b>In branch</b>	£250,000	No limits	No limits	£100,000
<b>Internet Banking</b>	£99,999	No limits	n/a	£99,999
<b>Telephone Banking</b>	£10,000	No limits	n/a	£10,000

Other payment limits may apply, depending on the transaction you want to make. For example, we set some limits to protect customers' accounts.

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

### Contactless debit card transactions

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

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

Payment using	Maximum	Minimum
Branch counter	None	£1.01
Telephone Banking	£10,000	£1.01
Internet Banking	£99,999	£1.01

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

As part of our commitment to customers who want to continue using cash, our current account holders with debit cards and our savings account holders who have a cash machine card to use with their account will be able to use participating Automated Deposit Machines, where available, to pay in cash.

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

As long as the machine accepts your payment, you can use the cash the day it's paid in. It will affect your interest the same day too (if we pay you interest on the money in your account, or charge you interest if you have an overdraft).

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

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

### Cancellation

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

We will move your money to another account we offer or return it to you with any interest you have earned. If you have an overdraft you will have to repay it before you can cancel.

You can cancel an arranged overdraft in the same ways but you must repay any overdrawn balance.

If you cancel an account with benefits you will pay the monthly maintaining the account fee for the time your account has been open.



## Dormant accounts

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

The Purpose of the Scheme is to:

- Protect your rights, or those of your beneficiaries to reclaim money you hold with us at any time; and
- Enable the value of the dormant assets that is not required to cover future reclaims to be distributed to social and environmental causes that benefit communities across the UK.

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

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

Your money continues to be protected. If RFL is, or looks likely to be, unable to meet its responsibility to repay a dormant asset balance owed, HM Treasury would assess the most appropriate course of action. This may include the use of a loan to RFL.

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

For further information on RFL and the Scheme, please visit RFL's website at: [www.reclaimfund.co.uk](http://www.reclaimfund.co.uk)

## Direct debits

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

## Tax

We pay any interest to you without taking tax off. Depending on your personal circumstances, you may need to pay tax on the interest you earn. You are responsible for paying any tax you owe to HMRC. Any interest we pay you will count towards your personal savings allowance.

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

## Company information

### Who we are

- Our company details:

Bank of Scotland plc, Registered in Scotland No. SC327000.

Registered office: The Mound, Edinburgh EH1 1YZ.

To find out more about our company, see the Registrar's website, [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or call the Registrar on 0303 1234 500.

- Our VAT number is 244155576
- We lend money and offer savings, insurance and other financial services to our customers

### How we are regulated

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

### Industry codes and memberships

- We are a member of UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more
- We adhere to The Standards of Lending Practice which are monitored and enforced by the Lending Standards Board: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- Eligible deposits with us, up to a total of £85,000, are protected by the Financial Services Compensation Scheme (FSCS). We are also covered by the Financial Ombudsman Service (FOS).
- We are a member of the Financial Services Culture Board (FSCB). Find out more at: [financialservicescultureboard.org.uk](http://financialservicescultureboard.org.uk)
- We follow advertising codes regulated by the Advertising Standards Authority ('ASA').

If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk), call the ASA on 020 7492 2222, email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk) or write to the Advertising Standards Authority, Castle House, 37-45 Paul Street, London, EC2A 4LS

#### Other information

- We will communicate with you in English
- Cashpoint® is a registered trademark of Lloyds Bank plc and is used under licence by Bank of Scotland plc
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd
- You can ask for a copy of this agreement or download it from our website
- For more information visit us at: [bankofscotland.co.uk](http://bankofscotland.co.uk) or go to any Bank of Scotland branch

## Section Q – How we process your personal information

This information is not part of your Bank of Scotland Private Banking Current Account 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: [lloydsbankinggroup.com](http://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 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 how we do 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 and fraud 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 (CRAs), 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 which may prevent us operating accounts or policies.

## 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;
- 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, dependants, 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/securityandprivacy/privacy](http://bankofscotland.co.uk/securityandprivacy/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 using **[bankofscotland.co.uk/securityandprivacy](http://bankofscotland.co.uk/securityandprivacy)**

You can also call us on **0345 711 1111** (8am – 8pm, seven days a week).

If you feel we have not answered your question, you can contact our Telephone Banking team on **0345 711 1111** and they will pass your request to our Group Data Privacy Officer.

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

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages [www.relayuk.bt.com](http://www.relayuk.bt.com)  
SignVideo services are also available if you're Deaf and use British Sign Language: [bankofscotland.co.uk/contactus/signvideo](http://bankofscotland.co.uk/contactus/signvideo)

If you need support due to a disability please get in touch.

If you want to make a complaint, visit a branch or learn more online at: [bankofscotland.co.uk/privatebanking/services/contact-us](http://bankofscotland.co.uk/privatebanking/services/contact-us)

To speak to us, call: **0345 711 1111** or **+44 131 278 3698** from abroad.

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

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

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