

PRIVATE BANKING

# Bank of Scotland Private Banking

Current Account Conditions  
July 2019



**BANK OF  
SCOTLAND**

# Private Banking Current Account Conditions

## **This booklet contains:**

- ▶ information about how to contact us and how we will contact you;
- ▶ an explanation of what makes up our agreement with you for personal banking and related services;
- ▶ our terms and conditions, divided into sections setting out what you and we agree to do under this agreement.

To help you find what you need, we list the main points of each section under 'What's in this booklet?'

## **Please:**

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

For information about your statutory rights, please contact your local Trading Standards Department or Citizen's Advice Scotland.

# How to contact us

## To tell us:

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

Call 0345 711 1111

**Textphone 0345 600 9644** if you find hearing or speaking difficult.

Visit one of our branches

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

0800 028 8335 (UK)

+44 (0)131 454 1605 (from abroad)

Visit one of our branches

## To make a complaint...

See Section M

'Other important terms'

If you are registered for Internet Banking or you use our Mobile Banking app, you can use it to report a lost or stolen debit card and request a replacement debit card or PIN.

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

Some kinds of transactions are not available if you use one of the counter-free branches or Mobile Branches and different limits apply, for example, on how much cash you can withdraw.

We strongly recommend you do not use email to give us confidential information or instructions.

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

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

# How we can contact you

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat. We never ask for details about your account, devices, security details or any confidential information by email. So please do not reply to an email asking for this information.

## Meaning of words we've used

### card

Any debit or other payment card – or card details – that can be used to make a payment using a payment scheme such as Visa.

### electronic or electronically

Any form of message made by any type of telecommunication, digital or IT device – including the internet, mobile banking application, email and SMS.

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

## Recording calls

We may listen in to or record phone calls to:

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

# What's in this booklet?

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

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

# Section A – Our agreement with you

Our agreement with you is made up of:

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



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

If an additional condition conflicts with a general condition, the additional condition applies.



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

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

You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account.

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## Meaning of words we’ve used

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<b>account</b>	Any account you hold with us that is covered by this agreement.
<b>Lloyds Banking Group</b>	This includes us and a number of other companies using the Bank of Scotland, Lloyds Bank and Halifax brands and their associated companies. You can find more information on the Lloyds Banking Group at <a href="https://lloydsbankinggroup.com">lloydsbankinggroup.com</a>
<b>we, us, our</b>	Bank of Scotland plc.

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

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

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

## Meaning of words we've used

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

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

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

### Method of instructing us

### Check

<b>In person in a branch</b>	Evidence of identity (such as a passport) or use of a device with security details
<b>By cheque or in writing</b>	Your signature
<b>Telephone, Internet or Mobile Banking or using a device</b>	Use of your security details
<b>Contactless</b>	Use of a device

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

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

2.2 You must:

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



You should:

- ▶ carry out regular virus checks on devices you use for Internet Banking and mobile services.

You should not:

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

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



If your card details are stored on a device (like a smartphone), you should tell us if you lose your device.

- 2.4 If we, the police or other authorities are investigating any misuse (or alleged unauthorised use) of your accounts, you must provide information and help that we or they ask for if the request is reasonable. We, the police and other authorities would never ask you for your security details. We may pass related information to other banks or companies involved in card payment processing, or to the police or other authorities, in the UK or (if appropriate) outside the UK.
- 2.5 You are responsible for checking statements, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

### 3. How will you get statements and other information?

- 3.1 We will normally provide a statement each month that there are payments out of the account. You can ask us to provide statements less often than monthly but we will always provide a statement at least once a year. Each statement will set out all the payments into and out of your account and will contain other information about those payments.
- 3.2 We normally send statements by paper but if you have registered for Internet Banking, we may provide statements electronically. If we do so, we may also send you paper statements, but we may choose to do so less often. For example, if we provide electronic statements monthly, we may send paper statements annually.
- 3.3 You can also ask us for information about payments at any time. You can do this or order a paper statement at any branch or through Telephone Banking. If we have already provided a statement on paper, we will charge you for a duplicate.

# Section C – Making and receiving payments

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

## Meaning of words we've used

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

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

Some of our branches are Counter-free and are designed to give you access to your account mainly by using cash machines and immediate deposit machines (IDMs). Some kinds of transaction are not available at our Counter-free and Mobile Branches, and different limits may apply. In addition, some self-service facilities are not available at every branch.

## 4. How can payments be made into your account?

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

Method	Cut-off time
<b>Branch counter</b>	Branch closing time
<b>IDM (if available)</b>	Branch closing time
<b>Depositpoint™ (if available)</b>	One hour before branch closing time or, if the branch closes at 5pm or later, 4pm
<b>Post Office® with a counter service</b>	As stated by the Post Office®
<b>Cashpoint® (that accepts payments in)</b>	End of the day
<b>Electronic transfer from another bank account</b>	End of the day




4.2 Paying in cash at Bank of Scotland

Method	If paid in by the cut-off time, does cash show in your account that day?	Can you use cash the day it is paid in?	From the day cash is paid in, does it affect any interest we pay or charge you?
Branch counter	Yes.	Yes – immediately after it is counted.	Yes.
IDM (if available)			
Depositpoint™ (if available)		Yes – soon after the cut-off time when the cash is counted.	
Cashpoint® (that accepts payments in)	No – we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest we pay or charge.		
Post Office® with a counter service	No – the cash will show in your account, will be available for you to use and will affect any interest we pay or charge you from the day we receive it from the Post Office®. Usually this will be the next working day.		

You can deposit cash at most Post Offices using a personalised paying-in slip. Please ask the Post Office® you intend to use if they offer this service.

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

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

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

4.3 Direct payments received from another bank account

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

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

Payments show in your account on the working day we receive the cheque (if you pay it into a Cashpoint®, this will be the next working day after you pay it in). The table below explains what happens while the cheque is being ‘cleared’ (collected from the other bank).

We use one of the two clearing processes:


- ▶ The ‘2-4-6’ process
- ▶ The ‘Cheque Imaging’ process (being introduced during 2018)

The ‘Cheque Imaging’ process will be introduced gradually, and if we are using the new process we’ll display a notice when you pay in a cheque.

If you need to be sure a cheque has been paid you should pay it in over the counter, at a branch with a counter, and ask for ‘special presentation’ of the cheque. There is a charge for this service.

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

If you pay in a cheque at a Post Office®, we add an extra working day to all the timings in the table above (or two extra working days if you pay it in after the Post Office’s cut-off time). You can pay in cheques at most Post Offices using a personalised paying-in slip and a cheque deposit envelope. Please ask the Post Office® you intend to use if they offer this service and what its cut-off time is for accepting deposits.

 **‘2-4-6’ clearing process**

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



### 'Cheque Imaging' process

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

### Important information

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

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

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

### What rates and charges apply to these accounts?

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

#### 4.6 Foreign cheque payments

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

### Negotiating or collecting a cheque – what's the difference?

If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the pounds equivalent on the working day after we receive it using our standard exchange rate for the payment.

If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the pounds equivalent using our standard exchange rate for the payment into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.

Any foreign currency cheque will only affect any interest we pay or charge from the working day that the funds are credited to your account.

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

This normally means we take more from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.

### Additional information about foreign cheques

- We take charges for dealing with foreign cheques and pass on to you any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned. We take these charges from the account you told us to pay the cheque into.
- Occasionally we cannot get payment of foreign cheques because of local foreign-exchange or other restrictions.
- If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not tried to negotiate or collect the cheque.

#### 4.7 General terms about payments

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

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

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

If we become aware that a payment into your account was made by mistake or fraud more than two months after the receipt of the payment, we will normally contact you before restricting your use of the amount in the account.

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

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

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

### 5. How can you take cash or make payments out of your account?

#### 5.1 Making a payment

If you want to make a payment or withdraw cash, we will check we are dealing with you as set out in Section B.

If we receive a payment instruction after the cut-off time on a working day, we will act on it on the next working day.

The cut-off time for making payments depends on how and where a payment is to be made, but for a payment in pounds within the UK is not usually before 2.30pm (UK time). You can ask us for details.

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

#### How much cash can I take out each day?

As long as there is enough money in your account, you can use your debit card to take out money from our branches with counters or from a Bank of Scotland or LINK cash machine or Post Office®, but there are limits to the amounts you can have every day.

At counter-free branches you can only take out cash (notes only) using one of the Cashpoint® machines. If you use a Mobile Branch, you will usually be able to withdraw up to £300 a day in cash.

Cash machine	£500
Post Office®	£300

You can make balance enquiries at any Post Office®.

#### What happens if you don't have enough available funds?

If you ask us to make a standing order or future-dated payment and do not have enough available funds to make the payment on the due date, we will try again to make the payment later that day. If there are still not enough available funds, we will make a final try on the next working day before refusing the payment. We will only charge a Refused Payment Fee if all three tries are unsuccessful, and we will not charge more than one Refused Payment Fee for that failed payment.

#### 5.2 Payment details

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

To send money outside the UK or in a foreign currency we will also need the recipient's full name and address, their bank's name and address and the following details:

- For payments in a currency other than Euro to a bank account in a SEPA country - the international bank account number (IBAN) and the business identifier code (BIC) of the recipient's account.
- For any other payment - the recipient's account number and other information we need for the particular payment, for example, if there are individual requirements in the country you wish to send money to.
- For payments in euro to a bank account in a SEPA country - the international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).

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

### 5.3 When can we stop you making payments?

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:

- security – including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of a device or your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

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

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

### 5.4 When can we refuse to act on an instruction?

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

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any time) – we will let you know if we are stopping a payment for this reason;
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;

- you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or device – such as the daily limit for withdrawals from cash machines;
- the payment instruction is not clear or does not contain all the required details;
- the account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- there is a regulatory requirement that tells us to;
- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us); or
- any other reason set out separately in this agreement applies.

### 5.5 What happens if we refuse to act on an instruction?

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

#### Additional information about failed payments

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

### 5.6 Making direct debits

We allow direct debit payments to be collected from your account on the date specified in any direct debit instruction you have given to a

business or other organisation (in the UK). They will normally tell you at least 10 working days before changing the payment dates or amount of money to be collected from your account, unless you agree otherwise.

### 5.7 Using your device for payments

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

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

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

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

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



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

### 5.8 Can you cancel or change a payment?

You cannot change or cancel a payment instruction that you have asked us to make immediately (including payments by card) but you can cancel a direct debit, standing order, regular card payment and any other payment you asked us to make on a future date. To do this, you must tell us by the end of the last working day before the payment is due to be made.

If you wish to cancel or change a direct debit or regular card payment (or if your account or card details change), you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well.

If we have sent money outside the UK or in a foreign currency, you can only recall it (or any part of it) if the recipient bank agrees.

If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs.

In addition, if we have sent money outside the UK or in a foreign currency and it has been returned to your account, we will change it back into pounds using our standard exchange rate for the payment.

That exchange rate may be different from the exchange rate applied to the original payment and so the amount paid back into your account may be less than that originally taken.

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

### 5.9 Making, cancelling and replacing cheque payments

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

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

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

You should not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.

# Section D – How long will your payment take?

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

## Meaning of words we’ve used

EEA	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein
SEPA	The Single Euro Payments Area. In Section N we include a list of countries in SEPA

## 6. Payments within the EEA in EEA currencies

### UK payments (except card and cheque)

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

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

Payments in euro to another EEA country, Monaco, Switzerland or San Marino	No later than the next working day.
Payments in other EEA currencies to another EEA country /Swiss francs	No later than four working days.

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

### Payments outside the EEA or in non-EEA currencies

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

## 7. Additional information about sending money outside the UK or in a foreign currency

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

## Section E – Interest and charges

On some accounts, we pay interest on amounts we hold for you. If your account allows you to borrow, we charge interest on amounts you borrow, and also have fees and charges for some accounts and some services, including borrowing.

### 8. Where can you find information about our interest rates and account fees?

Our banking charges guides or additional conditions contain our interest rates and charges for all accounts and services. You can also get the details by contacting us or through our website (see **'How to contact us'**).

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

- 9.1 Unless we have told you otherwise, we calculate any interest we pay or charge at the end of every monthly billing period, based on the daily balance of your account.
- 9.2 We pay interest by crediting it to your account. We pay any interest on amounts credited to your account as they become part of the account balance. The additional conditions will tell you when we pay interest on your account. This is usually monthly, three-monthly, six-monthly or yearly. If interest is due to be paid on a non-working day, we will pay interest up to, and on, the next working day.
- 9.3 We pay interest 'gross' and it counts towards your personal savings allowance (a tax-free amount on income from savings). You are responsible for paying any tax you owe directly to HM Revenue & Customs.
- 9.4 We may take any interest and charges you owe us from the same account or from any other account you have with us. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account and will tell you the date this will happen. We charge interest on interest once it has been added to your account balance.



# Section F – Overdrafts

We offer Arranged and Unarranged Overdrafts on most of our current accounts so if we agree you can have one, you can borrow up to the agreed limit when you need to.

## Meaning of words we've used

<b>available funds</b>	This is: <ul style="list-style-type: none"><li>▶ the amount of any credit balance on your account; plus</li><li>▶ the unused amount of any Arranged Overdraft; less</li><li>▶ any funds showing in your account that are not yet available for use (like recent cheque deposits) and any payments we have authorised but not yet taken from your account.</li></ul>
<b>Arranged Overdraft</b>	An overdraft up to a limit we agree in advance.
<b>Unarranged Overdraft</b>	An overdraft we have not agreed in advance. We will regard you as making a request for an Unarranged Overdraft if: <ul style="list-style-type: none"><li>▶ you try to take cash or make a payment when you do not have available funds; or</li><li>▶ your account becomes overdrawn because a payment into the account has been returned unpaid by the paying bank, or because we have added charges.</li></ul>

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

- 10.1 Overdrafts are subject to application and approval and repayable on demand. Usually this will be due to a change or expected change in your personal circumstances. We will give you at least 30 days' notice unless we need to take action sooner to protect our interests or for regulatory reasons.
- 10.2 We may charge interest and fees on our overdrafts depending on:
  - the type of current account you have;
  - whether the overdraft is Arranged or Unarranged; and
  - whether your balance is within any interest or fee-free amount or 'buffer'.

Details of the charges that apply to overdrafts are set out in our banking charges guide.

- 10.3 When you apply, we will give you Arranged Overdraft terms. If we do not tell you how long it is available, it will continue until ended by you or us. We will review your Arranged Overdraft at least once every 12 months.
- 10.4 If your account goes into Unarranged Overdraft, we will write to tell you we have agreed to this and how much you must pay for using it. We will not write to you if it is repaid the same day or we increase an existing Unarranged Overdraft.
- 10.5 If you do not have available funds and we do not agree to your request for an Unarranged Overdraft or increased Unarranged Overdraft, you will not be able to make that payment and we will tell you we have declined your request. The charges that apply are set out in our banking charges guide.

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

As this agreement could last a long time, we will need to change its terms occasionally.

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

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

## 11. What can we change?

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



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

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



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

11.3 We may also change your account to a different account type as set out in condition 26.

## 12. Why can we make a change?

### Meaning of words we've used

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

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

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

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



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

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

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

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

#### Meaning of words we've used

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

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

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

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

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

# Section H – How we manage joint accounts

If two or more of you are joint account holders, you can each give us instructions on your own. This section explains how we deal with you and what happens if the arrangement between you comes to an end.

## 14. What do joint account holders need to know?

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

### Examples of things any joint account holder can do without the knowledge of the other(s)

- ▶ Take all the money in an account.
- ▶ Close an account.
- ▶ End a service.
- ▶ Ask for electronic statements and correspondence (instead of paper).
- ▶ Apply for overdrafts, cards and other services.
- ▶ Replace an account or service with another account or service covered by this agreement.

### Examples of things we can do for one account holder that count as if we did them for the other(s)

- ▶ Provide any information about your account, but if you are receiving statements at only one address you can ask us to send you separate current account statements if the account holders live at different addresses.
- ▶ Record and act on information that any of you gives us about another of you.
- ▶ Provide pre-contract information to the person who asks us to set up an Arranged Overdraft.
- ▶ Send a notice to just one of you.

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



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

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

- 15.1 When this agreement ends (or your account is closed), we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- 15.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all agree to this.
- 15.3 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.
- 15.4 If one of you dies, we may continue to act on the instructions of the remaining account holder(s) but we do not have to do so in all cases.

# Section I – Can someone else operate your account?

## 16. How can someone else operate your account?

- 16.1 If you want or need someone else to operate your account, you must generally either sign a form we give you or show us a power of attorney, signed by you, which authorises them to operate your account.
- 16.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, or if you go bankrupt or die.

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

## 17. Third party providers

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### Meaning of words we've used

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<b>Third party provider</b>	A service provider authorised by law to access information or make payments for you from your payment accounts.
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- 17.1 You can instruct a third party provider to access information on your accounts or make payments from your accounts online as long as it is open and transparent about its identity and acts in line with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you.
- 17.2 We may refuse to allow a third party provider to access your account if we are concerned about unauthorised or fraudulent access by that third party provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. But we won't tell you if doing so will compromise our reasonable security measures or otherwise be unlawful. We may make available to a third party provider a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.
- 17.3 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

# Section J – Who is responsible for any loss?

It is important for you to understand what you and we take responsibility for and when you may be liable under this agreement. This section also applies to any payments you make through a third party provider.

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### Meaning of words we've used

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

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## 18. Incorrect payments

### 18.1 When will we refund incorrect payments?

We will refund the amount of a payment and any charges you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank in the EEA and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction or we can show that the payment was received by the other person's bank. We will provide the refund without undue delay; or
- the payment was unauthorised (see Condition 19. 'Unauthorised payments'). We will provide the refund as soon as we can and in any event by the end of the next working day.

#### Additional information about payment refunds

Except for direct debits, or payments made using an overdraft, we will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised.

If a payment goes to the wrong person or is delayed because you gave us the wrong details, we will not be liable but we will try to recover the payment for you. We may charge our reasonable costs for doing so. If a payment is delayed due to our error, you can ask us to ensure that the receiving bank credits the payment to the payee's account as if it had been made on time.

### 18.2 Are there any special rules about refunds for card payments?

If you have used your card to make a payment, you can ask us to refund the payment if all the following conditions are satisfied:

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

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

#### Additional information about card payment refunds

We may ask you to provide information that is reasonably necessary to investigate whether you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card.

Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will refund the payment or inform you of our reasons for refusing to do so.

### 18.4 Are there any special rules about refunds for direct debit payments?

If you think there has been an incorrect direct debit payment, you should tell us immediately so that we can arrange a full and immediate refund - even if the original error was made by the business or organisation that set it up.

18.5 You should tell the business or organisation what you have done and why. If they still think that you need to pay them, you will need to resolve the dispute with them directly. This does not affect your right to a refund as set out above.

## 19. Unauthorised payments

You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and any charges or interest you paid or lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

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

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

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

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

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

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

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

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

# Section K – Using money between accounts ('set-off')

Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you.

## Meaning of words we've used

<b>regulatory requirement</b>	Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.
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### 21. When can we use set-off?

- 21.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.
- 21.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise with us.
- 21.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (X) as shown.

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

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

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

### 22. Applying compensation payments to your accounts

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



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

## 23. Suspending a benefit or service

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

## 24. Ending this agreement or an account, benefits package or service

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

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

- 24.2 When this agreement ends, any account covered by it will close and any benefit or service we provide under it will stop. You must also:
- a) repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
  - b) pay any charges and interest up to the date the agreement, account or service ends;
  - c) return anything that belongs to us or that we have given you, such as any device or unused cheques; and
  - d) cancel any direct payments (such as direct debits, standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.

- 24.3 If this agreement (or a service or benefit under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.
- 24.4 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover anything you owe us or, if you have broken this agreement, any loss of ours that results.
- 24.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 24.6 After this agreement ends, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy statement referred to at the end of this agreement under 'Important facts about your personal information'.

## Section M – Other important terms

### 25. Insurance

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

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

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

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

### 27. Transferring rights and obligations

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

### 28. Not enforcing this agreement

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

### 29. How can you complain?

If you feel that we have not met your expectations in any way, please let us know. We want to resolve this with you as quickly as possible.

We have a three step procedure, which you can use to voice your concerns.

#### Step 1 - Let your usual point of contact know

Inform us of your complaint and how you think it could be resolved by calling into any branch, calling us on **0800 072 8668 (+44 (0)131 278 3729** from overseas), 24 hours a day, 7 days a week, textphone on **0800 389 1286**, or speak to your Relationship Associate.

We will do all we can to resolve your complaint by the end of the third working day after you contact us. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

### Step 2 – Follow-up

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

### Step 3 – Financial Ombudsman Service

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

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

## 30. Law applying to this agreement

- 30.1 Unless you are resident in Scotland when the conditions in this agreement first apply to you, English law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 30.2 If you are resident in Scotland when the conditions in this agreement first apply to you, Scots law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.
- 30.3 This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

## Section N – Additional important information

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

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

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

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

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

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

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

We will confirm the details of your payment, including the pounds equivalent of the payment, the charges we apply and any breakdown of these, along with the exchange rate we applied immediately before the payment leaves your account. This information may also appear on your account statement. If you make a transfer in one of our branches with a counter, we'll give you a receipt at the time. If you use Telephone Banking, we'll confirm all the detail to you over the phone. And if you use Internet Banking, you can print one off yourself. Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.

### Cut-off times for sending money outside the UK or in a foreign currency

You can also make payments through Internet Banking from your bank account and print off the details of those payments.

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

Your payment	Cut-off times
Payment in Euro made through one of our branches with a counter or by Telephone Banking	No earlier than 2pm and no later than 3pm
Payment in a currency other than Euro made through one of our branches with a counter or by Telephone Banking	3pm
Payment in any currency made through Internet Banking	3pm
Payment in any currency made via your Relationship Associate	12.30pm.

- ▶ Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.
- ▶ We follow advertising codes regulated by the Advertising Standards Authority ('ASA'). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk) call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk) fax them on **020 7242 3696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

## Dormant balances

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

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

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

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

## Cancellation

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

If you have an Arranged Overdraft you can also cancel it at any time by writing to us, visiting any branch or contacting us by telephone or online through Internet Banking. If you do so, you must repay any overdrawn balance. Our details are shown in the "How to contact us" section.

## Who we are

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

## How we are regulated

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

## Industry codes and memberships

- ▶ We are a member of the British Bankers' Association. Please see [www.bba.org.uk](http://www.bba.org.uk) to find out more.
- ▶ We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

## 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.
  - ▶ Depositpoint™ is a 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.
  - ▶ If we pay interest on your account, we will pay it “gross”. This means we won’t automatically deduct tax from your interest. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.
  - ▶ For more information visit us at [bankofscotland.co.uk](http://bankofscotland.co.uk) or go to any Bank of Scotland branch.

# Section 0 – How we process your personal information

This information is not part of your Personal Banking conditions.

## Who looks after your personal information

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

## How we use your personal information

We will use your personal information:

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

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

## Who we share your personal information with

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

## Where we collect your personal information from

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

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

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

## Do you have to give us your personal information

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

## What rights you have over your personal information

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

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

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

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

## Other Individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people who 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.

## How we share personal information about insurance products

If you apply to us for insurance, we may pass your details to the relevant insurer and their agents. If a claim is made, any personal information given to us, or to the insurer, may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

## Contact from your relationship manager

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

## Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at [bankofscotland.co.uk/privacy](https://www.bankofscotland.co.uk/privacy) or you can ask us for a copy.

## How you can contact us

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

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

## Version Control

This notice was last updated in July 2019.



# Get in touch

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

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

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

## Important information

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

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

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

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

This information is correct as of July 2019 and is relevant to Bank of Scotland plc products and services only.

BOSPB144 (07/19)

