

Bank of Scotland Private Banking: Current Account Conditions

Flexible Current Account
Premier Current Account

Our Contact Details

It's easy to get in touch

If...	Then call...
<p>your debit card or cheque book is lost or stolen.</p> <p>We will cancel the debit card or cheque book and send you a replacement. We do not make our usual charge for stopping cheques for this service.</p>	<p>08457 203 099 immediately</p>
<p>you damage your cheque book.</p> <p>You can cancel your existing book and arrange for a replacement.</p>	<p>08457 111 111</p>
<p>you've forgotten your PIN.</p> <p>We will then order you a replacement PIN once we have confirmed your identity. You will need to unlock or change this PIN at any Bank of Scotland Cashpoint® by selecting 'PIN services' before you can use it.</p>	<p>08457 111 111</p>
<p>you are worried that someone knows your Online or Telephone Banking security details or you need any further help.</p>	<p>08457 111 111</p>
<p>you are worried that an automated payment or card transaction on your account has not been properly authorised by you, or has been incorrectly executed on your account you must notify us.</p>	<p>08457 111 111</p>
<p>you would like to find out the indicative currency exchange rate before completing a debit card transaction in a foreign currency.</p>	<p>08457 111 111</p>
<p>you have any general enquiries about your account, including additional information about the transactions on your account.</p>	<p>08457 111 111</p>

Telephone lines are open 24 hours a day, unless otherwise stated.

This booklet contains the general conditions and special conditions that apply to your bank account and some related services. Please read it carefully and keep for future reference.

Conditions	PAGE
SECTION 1 - INTRODUCTION TO THIS AGREEMENT	5
How it works and who it applies to	5
Services and facilities on your account	5
Fees for our services	6
SECTION 2 - SPECIAL CONDITIONS	8
1. Special conditions - Private Banking Premier Current Account	8
2. Special conditions - Flexible Current Account	13
SECTION 3 - GENERAL CONDITIONS	14
PART A - CONTACT AND SECURITY	14
1. Contacting each other	14
2. Security	14
3. Statements and Information	16
PART B – BANKING SERVICES	16
4. Opening and processing times and general provisions about payments	16
5. Payments into your account (Deposits)	16
6. Payments out of your account (Withdrawals)	19
7. Reward payments, interest and account fees	24
8. Overdrafts	24
9. Benefits packages included with certain accounts	26
PART C – GENERAL	26
10. Joint customers	26
11. Authorising others to operate your accounts	27
12. Changes to our interest rates, reward payments, fees and conditions	28
13. General liability	30
14. Using money between accounts (Set-off)	31
15. Ending this agreement or an account or service	31
16. Transferring rights and obligations	32
17. Not enforcing this agreement	32
18. Law applying to this agreement	33
IMPORTANT POINTS TO NOTE	33

SECTION 1 - INTRODUCTION TO THIS AGREEMENT

How it works and who it applies to

This agreement is for Private Banking bank accounts and related services for personal customers resident in the United Kingdom (“UK”). It is made up of the general conditions and special conditions in this document and any additional conditions we give you for these accounts or services. Additional conditions are the daily overdraft fees, other fees, interest rates and other terms that apply to a specific service or account that are not included in the general conditions or special conditions. These will include, for example, the terms set out in the rates and fees leaflet applicable to your account and in your application form(s). We will tell you which conditions apply when you take a new product or service from us.

In this agreement, “we” are Bank of Scotland plc.

An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read Our Privacy Statement (www.bankofscotlandhalifax.co.uk/privacystatement) or ask for a copy in branch.

This agreement only covers accounts and services we provide for your personal use. We do not have to accept that anyone, apart from you, has any right to, or interest in, the money in your account (for example, if you are keeping some or all of the money in your account for someone else).

You may not be eligible for all of the accounts or services covered by this agreement or all the features they have — for example, we will not give you a planned overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us. In addition, not all the services and facilities covered by this agreement are available on all accounts. For example, Telephone Banking, mobile and Internet Banking services are not available on some accounts.

Additional conditions or special conditions may add to the general conditions but may also override an overlapping term in the general conditions.

Please ask us if you have any questions about this agreement or any other matter by visiting one of our branches, or contacting us by telephone.

Services and facilities on your account

We provide the following main services and facilities depending on the type of account:

- Crediting of payments made into your account.
- Debiting of payments made out of the credit balance on your account. You may ask us to make a payment out of your account in a variety of ways including by writing a cheque, by setting up a Direct Debit or standing order, by requesting cash or by using your debit card.
- If you have a current account, you may:
 - specifically request, and we may agree to provide, a planned overdraft which will allow you to borrow money from us up to a certain limit;
 - make an informal request for an unplanned overdraft, by instructing us to make a payment which, if we choose to comply with it, would make your account exceed (or further exceed) its overdraft limit or, if you have no planned overdraft, cause your account to be overdrawn (or further overdrawn). (Unless we have guaranteed to a third party that we will make the payment, we do not have to comply with an informal request for an unplanned overdraft.)
- Cheque book (including cancellation and replacement if lost or stolen).

- Debit and Cashpoint® card.
- Regular bank statements (either online or by post).
- Access to a 24-hour service so that you can contact us at any time to carry out transactions, answer queries or obtain assistance.
- Access to a cash machine network in the UK and abroad (fees apply for card use abroad).

There are additional services and facilities which you may ask for. These include, among others, stopping cheques, the special presentation of cheques, issuing Banker's drafts, providing you with copies of paid cheques or extra copies of statements and CHAPS payments.

You should consider which account is best for you. If you wish to change the type of account that you have at any time, you should contact us to discuss the options available.

Fees for our services

Our current fees are listed in the rates and fees leaflet applicable to your account. Additional fees may also apply for some transactions that are not covered by this agreement, such as international payments. Fees for these services are contained in separate conditions which you will receive when you ask to use those services.

Under this agreement you agree to pay us those fees in exchange for the various services that we provide, including the main services and facilities. You can keep up to date with them by telephoning us, by visiting a branch or by looking at our website. This will allow you to decide whether or not you wish to incur them, and to manage your account accordingly.

The fees which you will have to pay will depend upon the type of account that you have and the way in which you operate your account. If your account remains in credit then you will not usually have to pay any fees for having the benefit of the main services and facilities but we will charge you a daily fee or interest if at the end of any day, your account is overdrawn. Daily fees and interest rates for planned overdrafts are lower than daily fees and interest rates for unplanned overdrafts. Our charging structure means that, in exchange for receiving the benefit of the main services and facilities, including the benefit of any overdraft that causes a daily fee or interest, you agree to pay our fees, including daily fees.

What can you do to minimise overdraft fees?

- Repay any overdraft as soon as you can.
- If your account offers an overdraft facility, ask us about arranging an overdraft as our daily fees and interest rates are lower for planned overdrafts than unplanned overdrafts.
- Check your available balance on the Internet, by telephoning us or through a Cashpoint® to make sure you have enough money in your account to pay everything due. The money in your account must be available for withdrawal (for example, you must have waited for any cheques you have paid into your account to be available).
- If you go into overdraft in the course of a day, ensure that your overdraft is repaid by the end of the day to avoid paying the daily fee or interest for that day.
- Keep a record of any cheques you write and when they have been paid, so that you know how much money is left in your account. Someone can pay a cheque you have written into their account up to six months after you have written it.
- Check your statements and make a list of the dates of your regular payments (for example, mortgage, loan or rent). Keep a list of when all your Direct Debits and standing orders are due.
- If a Direct Debit payment date is at a bad time in the month for you, (for example, just before you are paid), contact the company involved and ask them if they would collect it at a more convenient time.

- If you have fees to pay, remember to include these in your budget. Information that will help you to keep track of your finances is available in the rates and fees leaflet applicable to your account
- If your account offers the facility, sign up to receive mobile alerts if you go into an unplanned overdraft.

Changes to facilities and fees

We review our services and facilities, and the way in which we charge for them, from time to time. In Section 3 we set out when we may change the conditions and fees for your account and how we will tell you about the changes.

SECTION 2 - SPECIAL CONDITIONS

This section gives details of the special conditions which apply to your account in addition to the Bank of Scotland Private Banking Current Account general conditions and where there is a conflict the special conditions will apply.

Special Conditions - Private Banking Premier Current Account

- 1 Available to Bank of Scotland Private Banking customers aged 18 or over who must be resident in the UK (except the Isle of Man and the Channel Islands).
- 2 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.
- 3 You must pay a monthly fee ("the monthly account fee") which will be automatically deducted from the account on the first working day of the month. As account fees are paid in arrears, if an account is opened after the first working day of the month, that monthly account fee will be prorated and paid on the first working day of the following month. In return for the monthly account fee you receive a range of Added Value Benefits including the day to day standard features of a bank account and the enhanced banking services associated with this account together with a range of other benefits ("the **Added Value Benefits Package**"). The Added Value Benefits Package is a single integrated package. All customers are entitled to benefit from all of the Added Value Benefits Package (where applicable) and none of the benefits are severable. Details are set out below and in Your Benefits at a Glance leaflet.
- 4 In opening a Private Banking Premier Current Account you agree to be bound by the specific conditions applying to the different benefits and policies that form part of the Added Value Benefits Package. In particular you have an agreement with us for the provision of the Private Banking Premier Current Account and separate contracts of insurance with each insurance company under which the premium is collected and paid by us as agents of the underwriters. We do not charge you any fee in connection with the provision of insurance. You agree to comply with, and be bound by the policy conditions issued to you relating to the insurance cover and other services which comprise the Added Value Benefits Package; and with the right of the insurers or service providers to change the applicable cover or conditions, in accordance with the relevant policy conditions on the applicable notice periods.
- 5 You can usually withdraw any amount in cash from our branches, however, if the amount you want to withdraw is more than £10,000 you should contact your branch in advance as special arrangements may need to be made.
- 6 We have introduced the facility for you to withdraw cash at Halifax branches. However, the daily limit is different to the arrangements in Bank of Scotland branches. You can withdraw cash from any Halifax branch in England and Wales of up to £1,200 a day per account, or £250,000 by banker's draft, subject to the account conditions. If you need to withdraw more than these amounts, please tell the branch you are intending to use as special arrangements will need to be made.
- 7 You can withdraw up to £300 a day at any Post Office® as well as make balance enquires on your registered account.
- 8 The insurance cover and other services that come with the Added Value Benefits Package will end if:
 - your Private Banking Premier Current Account is closed;
 - you fail to pay the monthly account fee;
 - your account is changed to another type of account with us; or

- your residential address is no longer in the UK (excluding the Isle of Man or Channel Islands).

Any other insurance policies that you have taken out yourself at a discount as part of the Added Value Benefits Package will not be affected.

- 9 You agree that we can change the insurer of any of the insurance policies or the providers of any of the other services by giving you notice in good time. This will be before the change takes effect if that is required by a code of practice that applies to us or by our regulators or another similar body.
- 10 You agree that any fees, premiums or claims monies held by members of the Lloyds Banking Group and its agents are held by them as agents of the underwriters.
- 11 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days notice before making the change.
- 12 We offer an overdraft "buffer" for customers whose account goes into an overdraft by only a small amount. We do not charge interest or fees on overdrafts within this buffer but if you exceed the buffer, we will charge interest on the whole amount, including the amount of the buffer. Details of the buffer are set out in the Private Banking Premier Current Account Guide to Charges. If you use an overdraft to borrow money over the buffer, you will have to pay a monthly overdraft usage fee for the overdraft. This fee applies to both a Planned Overdraft and an Unplanned Overdraft and is detailed along with other fees and charges in the Private Banking Premier Current Account Guide to Charges. The other charges and the amount of interest you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft.
- 13 A "Planned Overdraft" is an overdraft up to a limit that we agree, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If we do not specify a period, then your Planned Overdraft will continue indefinitely until ended by either of us. We will carry out a review of your Planned Overdraft at least once every 12 months.
- 14 If we make a change to the managed rate you pay on an overdraft which is not to your advantage or to the other additional conditions of an overdraft, we will give you at least 30 days notice of any change. If you do not agree to this change you can close your account. If you notify us that you do not accept a change we will take this as notification that you wish to close your account immediately.
- 15 If a sole account holder dies the benefits and policies automatically cease. If one of two joint account holders dies the benefits and policies will pass to the survivor.
- 16 We may vary all or part of the Added Value Benefits Package under condition 12 of the Section 3 - General Conditions below (unless we withdraw the Added Value Benefits Package altogether, as referred to in special condition 19). If we vary the Added Value Benefits Package in whole or in part we may vary the account fee in accordance with special condition 18.
- 17 We may vary the special conditions applying to the Private Banking Premier Current Account under condition 12 of Section 3 General Conditions below.
- 18 We can change the amount we charge you for the Added Value Benefits Package (if applicable) under condition 12 of the General Conditions. We will give you at least two months' prior notice of any such change.

19 If we amend all or part of the Added Value Benefits Package subject, to special condition 20 below, we will give you at least 30 days' prior notice if the change is to:

- the conditions of the Added Value Benefits Package;
- the benefits in the Added Value Benefits Package;
- the providers of the benefits;
- the withdrawal of any benefits from the Added Value Benefits Package.

Any applicable insurance cover and other services that you have as part of the Added Value Benefits Package which is being withdrawn will continue for the applicable notice periods from the date we notify you. On expiry of the notice, we may revise the monthly account fee to you to reflect the amended Added Value Benefits Package. Any other insurance policies that you have taken out yourself at a discount as part of the Added Value Benefits Package will not be affected.

20 If you provide any false or inaccurate information to us or to the companies providing the policies under the Added Value Benefits Package we and they will be entitled to cancel the cover immediately without notice to you.

21 If you close your Private Banking Premier Current Account, or transfer to another of our accounts, your final account fee will be pro-rated for the month of closure.

Personal information that we collect

22.1 Your 'personal information' is the information about you that Lloyds Banking Group companies get from you and others in various ways, including for example:

- (a) in applications, emails and letters, during telephone calls and conversations in branch, when registering for services in customer surveys, when you participate in competitions and promotions, through Lloyds Banking Group company websites and during financial reviews and interviews;
- (b) from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions, and your use of services involving other Lloyds Banking Group companies and what they know from operating your accounts; and
- (c) information Lloyds Banking Group companies receive from each other and from other organisations such as credit reference agencies and fraud prevention agencies.

22.2 You must not give Lloyds Banking Group companies personal information about someone else (such as a joint applicant) without first getting his or her consent for it to be used and disclosed in the ways described in this condition. This is because the Lloyds Banking Group company will assume he or she has consented, although the Lloyds Banking Group company may still ask for confirmation. Where you do give a Lloyds Banking Group company information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

How Lloyds Banking Group companies use your personal information

22.3 Lloyds Banking Group companies may store and use your personal information for:

- (a) providing you with products and services and notifying you about either important changes or developments to the features and operation of those products and services;
- (b) updating, consolidating and improving the accuracy of our records;
- (c) crime detection, prevention and prosecution;
- (d) responding to your enquiries and complaints;

- (e) administering offers, competitions and promotions;
- (f) evaluating the effectiveness of marketing and for market research, training, statistical analysis and customer modelling with the aim of improving services;
- (g) assessing lending and insurance risks across the Lloyds Banking Group;
- (h) identifying products and services which we believe may be of interest to you;
- (i) managing your relationship with Lloyds Banking Group companies, and in the other ways described below. Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used.

22.4 If you have agreed, we and other Lloyds Banking Group companies may also contact you about products and services available from Lloyds Banking Group companies, and from selected companies outside the group, which we believe may interest you or benefit you financially. You may tell us at any time if you change your mind.

22.5 Lloyds Banking Group companies will treat your personal information as private and confidential, but may share it with each other and disclose it outside the Lloyds Banking Group if:

- (a) allowed by this agreement;
- (b) you consent;
- (c) needed by Lloyds Banking Group companies' agents, advisers or others involved in running accounts and services for you or collecting what you owe Lloyds Banking Group companies;
- (d) HM Revenue & Customs or other authorities require it;
- (e) the law or the public interest permits or requires it; or
- (f) required by Lloyds Banking Group companies or others to investigate or prevent crime.

22.6 Lloyds Banking Group companies may in the future wish to sell, transfer or merge all or part of their business or assets, or any associated rights or interests, or to acquire a business or enter into a merger with it. If so, they may disclose your personal information to a potential buyer, transferee, or merger partner or seller and their advisers so long as they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction goes ahead, the buyers, transferee or merger partner may use or disclose your personal information in the same way as set out in this condition.

22.7 Lloyds Banking Group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.

Credit reference agencies and fraud prevention agencies

22.8 Lloyds Banking Group companies and other organisations may use UK and European credit reference agency ('CRA') and fraud prevention agency ('FPA') records about you:

- (a) to help make decisions, for example when:
 - (i) checking details on applications for credit and credit-related or other facilities;
 - (ii) managing credit and credit related accounts or facilities;
 - (iii) recovering debt;
 - (iv) checking details on proposals and claims for all types of insurance; and
 - (v) checking details of job applicants and employees; and

(b) to prevent crime, fraud and money laundering.

22.9 Lloyds Banking Group companies, CRAs and other organisations may also use CRA records about you and those financially linked to you to:

(a) check your credit history;

(b) verify your identity if you, or someone financially linked with you, applies for services;

(c) trace your whereabouts; and

(d) undertake research, statistical analysis and systems testing.

22.10 You will be financially linked by CRAs to any other names you use or have used, and any joint applicants. This means joint applicants' financial affairs may be treated as affecting each other, and will be revealed whenever CRAs are searched, until one of you successfully files a 'disassociation' with the CRAs.

22.11 If a Lloyds Banking Group company needs to make a credit decision when you apply for a service or to review the amount of credit it provides under an existing agreement, such as an overdraft, it will carry out a CRA search. The CRA will record the searches, even if an application does not go ahead or is unsuccessful. This may affect your ability to borrow from other lenders within a short period. Lloyds Banking Group companies may also tell CRAs how you run your relationship with them (such as whether or not you pay anything you owe on time), which may also affect your ability to borrow from other lenders.

22.12 Lloyds Banking Group companies may pass details of false or inaccurate information provided and any suspected fraud or general information about how you run your relationship with them to FPAs and other relevant organisations. Law enforcement agencies may access and use this information. Lloyds Banking Group companies, and other organisations, may access and use from other countries the information recorded by FPAs.

22.13 If you ask, we will tell you which CRAs and FPAs we (and other Lloyds Banking Group companies) have used so you can get a copy of your details from them.

Transferring information abroad

22.14 All countries in the EEA (including the UK) have similar standards of legal protection for your personal information. Lloyds Banking Group companies may run your accounts and provide other services from centres outside the EEA (such as the USA and India) that do not have a similar standard of data protection laws to the UK. If so, those Lloyds Banking Group companies will require your personal information to be protected to at least UK standards.

22.15 Lloyds Banking Group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a CHAPS payment or a foreign payment. Those organisations may process and store your personal information abroad and may have to disclose it to foreign authorities (including those outside the EEA, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in their fight against crime and terrorism.

Accessing and updating your personal information

22.16 The Data Protection Act 1998 gives you rights to request your personal information from Lloyds Banking Group companies. Each company may charge a small administrative fee (currently £10) for supplying the information, and may as appropriate require proof of your identity before doing so. You can ask Lloyds Banking Group companies to change your personal information to keep it accurate and up to date. For personal information queries and requests, we have a special address listed in the contact details section. You can also find out from us the address for personal information queries and requests for other Lloyds Banking Group companies.

23. 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.
24. If there is a credit balance and interest is payable, we will work out interest every day and add it to your account between the last day of the month and the first working day of the month after that. Interest rates are variable and are set out in the Rates of Interest leaflet.

The Added Value Benefits Package

The benefits you are entitled to with your Private Banking Premier Current Account are detailed in full in our A Guide to All Your Benefits brochure and in the additional conditions for each benefit, which detail the full terms and conditions of each service including any possible exclusions. As well as the day-to-day standard features of a bank account and the enhanced banking services associated with this account, the Private Banking Premier Current Account provides an Added Value Benefits Package which includes:

- **Worldwide Travel Insurance**
- **Car breakdown cover**
- **Mobile Phone Insurance**
- **Card protection**
- **ID Aware**
- **Save my numbers**
- **£500 interest and fee free overdraft**

Special Conditions - Flexible Current Account

The following special conditions are in addition to the Bank of Scotland Private Banking Current Account general conditions and where there is a conflict the special conditions will apply:

- (a) Available to people aged 18 or over who must be resident in the UK (except the Isle of Man and the Channel Islands).
- (b) Up to five account holders on an "either to sign" basis only.
- (c) You can usually withdraw any amount in cash from our branches, however to ensure this is guaranteed you should contact your branch in advance if the amount you want to withdraw is more than £10,000.
- (d) We have introduced the facility for you to withdraw cash at Halifax branches. However, the daily limit is different to the arrangements in Bank of Scotland branches. You can withdraw cash from any Halifax branch in England and Wales of up to £2,500 a day per account, or £250,000 by banker's draft, subject to the account conditions. If you need to withdraw more than these amounts, please tell the branch you are intending to use as special arrangements will need to be made.
- (e) You can withdraw up to £300 a day at any Post Office® as well as make balance enquires on your registered account.
- (f) 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.
- (g) If there is a credit balance and interest is payable, monthly interest will be paid directly into the account. Interest rates are variable and are set out in the Price List.

SECTION 3 - GENERAL CONDITIONS

PART A - Contact and security

1. Contacting each other

- 1.1 Our contact details page sets out the telephone numbers you should use to contact us for specific purposes in connection with your account.
- 1.2 Any instructions you give us are not effective until we actually receive them. If available on your account for the particular service you wish to carry out, you can usually use our Telephone Banking, Internet Banking and mobile services and Cashpoints® at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 1.3 We will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 1.4 It may be unlawful for you to use Internet Banking or mobile services in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 1.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

2. Security

- 2.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:
 - (a) you must sign instructions given on paper;
 - (b) when you are in a branch, we may ask you for identification (please see the Withdrawals paragraph at the Important Points to Note section at the back of this booklet); and
 - (c) if you are contacting us or giving us instructions by any other method (for example, by using a card, Telephone Banking, Internet Banking or by mobile services) you must do so using the "Security Details" we have given to you or agreed with you personally.

"Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs"), to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.
- 2.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
- 2.3 You must:
 - (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;

- (b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
 - (c) keep your cards and Security Details secure and protect cards from damage;
 - (d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
 - (i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
 - (ii) writing your Security Details on, or keeping them with your cards or banking documentation;
 - (iii) writing down your Security Details in a way that is recognisable; or
 - (iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
 - (e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 11; and
 - (f) if there is a place for your signature, sign any card as soon as you have received it.
- 2.4 If you use Internet Banking or mobile services, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 2.5 We may replace or renew your card with a different type of card available under this agreement. We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you notice under condition 12.
- 2.6 You must tell us as soon as you can (see our contact details) if you:
- (a) notice any errors;
 - (b) find our services are not working;
 - (c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
 - (d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 2.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through Internet Banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.
- 2.8 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.

3. Statements and information

- 3.1 We will make a statement available each month there are payments on the account and will provide you with a paper statement regularly and at least once a year.
- 3.2 Where statements are available for your account, you can order a paper statement at any branch or through Telephone Banking (where available).
- 3.3 You can ask us to provide you with a copy of a paper statement we have already provided but we may charge you for this.
- 3.4 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 3.5 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible.
- 3.6 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to the police or other authorities, in the UK or (if appropriate) abroad.
- 3.7 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided you can ask us for details.

PART B – Banking services

4. Opening and processing times and general conditions about payments

- 4.1 We process payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this Part B the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.
- 4.2 “Working day” has a particular meaning in this agreement
 - (a) By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
 - (b) In all cases, how long a working day lasts will depend on the cut-off times for that particular method of making or receiving payments. For example, the cut-off time is different for branches, Telephone Banking and Internet Banking but is usually not before 3.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day.

You can ask us for further information about the relevant cut-off times.

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

5. Payments into your account (Deposits)

- 5.1 General conditions about payments into your account

In this condition 5 we explain the timing of different types of payment into your account, including:

- (a) when we show payments in your account;
- (b) if we pay or charge interest on your account, when we start including payments in our interest calculations (either to work out how much to pay on your balance or how much to charge if your account is overdrawn); and
- (c) when payments are available for you to use for withdrawals or for making payments out of your account.

5.2 Cash and cheque payments into your account

- (a) The following table sets out details of when you can withdraw funds, and when those funds will be included in our interest calculations, where you make a payment into your account:
 - (i) in cash; or
 - (ii) by sterling cheque from a bank, other than Bank of Scotland, in the UK, the Isle of Man, Gibraltar or Channel Islands (the “paying bank”).

Cash and cheque payments into your account table – condition 5.2

Type of Payment	Where Paid in	When you can Withdraw Funds	When included in Interest Calculation
Cash	In branch before 5pm, or using Depositpoint before 4pm	Same day	Same day
	In branch after 5pm, or using Depositpoint after 4pm	Next working day	Next working day
	In branch or using Depositpoint on a non-working day	Same day	Next working day
	Via a Cashpoint®	Next working day	Next working day
Cheques	In branch before 5pm, or using Depositpoint before 4pm	Four working days after the day of deposit	Two working days after the day of deposit
	In branch after 5pm, or using Depositpoint after 4pm or on a non-working day	Five working days after the day of deposit	Three working days after the day of deposit
	Via a Cashpoint®	Five working days after the day of deposit	Three working days after the day of deposit

Payments at the Post office®

- (b) If we allow you to pay cash or cheques into your account at the Post Office® an extra working day has to be added to these timings.

Bank of Scotland cheques

- (c) Where we are also the paying bank, and the cheque is from:
 - (i) a Bank of Scotland personal account and for a value of up to £1,000 and is paid in either at a branch counter before 5pm or a Depositpoint before 4pm, we will show it in your account and allow you to use it on the same day that we receive it. We will start paying you interest (if applicable) straight away. For cheques over £1,000 we will allow use and pay interest at the times stated in condition 5.2(a).

- (ii) a Bank of Scotland business account and you pay the cheque into the branch holding that account, we will show it in your account and (if applicable) pay interest on it (or use it to reduce the interest you pay) on the same working day that we receive it, and it will be available for you to use the next working day. If you do not pay in the cheque at the branch holding the business account, we will deal with it in the same way as a cheque from a non-Bank of Scotland account.

All cheques

- (d) We will show a cheque in your account on the same day that we receive it.
- (e) A cheque may still be returned unpaid up until the sixth working day after we receive it. From the end of the sixth working day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.
- (f) So, for example, if you pay in a non-Bank of Scotland cheque on a Monday, you will see it on your account the same day, it counts towards interest (if applicable) on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday. For cheques paid in by other means, an additional working day is added to the times shown above.
- (g) If a cheque is returned unpaid by the paying bank before the end of the sixth working day from the day it is paid in, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft. If this happens, we will let you know.
- (h) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque. We will tell you if there is a fee for this service.

5.3 Foreign cheques paid into your account

If you want us to obtain payment for you of a sterling cheque paid out of an account at a bank abroad or a cheque which is not in sterling, please ask us for details of our foreign cheque payment service.

5.4 Payments into your account (other than cash and cheque payments)

This sub-condition covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.

- (a) When we receive a payment for your account in sterling (£), we will show it in your account and (if applicable) it will earn interest (or reduce interest you pay) from that day. We will allow you to use it straightaway.

If you make a transfer between your personal accounts with us on any non-working day, the amount you transfer will leave one account (account A) and will be available for you to use from the other account (account B) that day. If applicable, the amount will count towards interest on account A until the next working day when it will count towards interest on account B.

International payments into your account

- (b) When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and (if applicable) pay interest on it (or use it to reduce the interest you pay) from the same day. For some currencies, we may be unable to convert the payment into sterling on the day that we receive it. If this is the case, 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.

- (c) We will use our Retail Reference Exchange Rate for buying the relevant currency that applies on the day we receive the payment. You can find out our Retail Reference Exchange Rate by calling us on the number given in our contact details at the front of this booklet.
- (d) We may take our fees for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the fees that applied.

6. Payments out of your account (Withdrawals)

6.1 General conditions about payments out of your account

- (a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
 - (i) if you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone or Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality; and
 - (ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- (b) When you give us a payment instruction to transfer funds to another account (other than by cheque), you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK, and any other details we ask you for such as the name of the person you are sending the payments to, so we can make the payment. (If you give a payment instruction using Telephone Banking or Internet Banking or mobile services, we will ask you to check and confirm your payment instruction). You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- (c) If we accept your instructions to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day.
- (d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.
- (e) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.
- (f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
 - (i) the security of a card or your Security Details; or
 - (ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
 - (iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance we

will tell you as soon as possible afterwards. As cards belong to us, we (or a person or other organisation acting for us, for example another bank operating a cash machine), may take or retain a card on our behalf if we stop or suspend your rights to use it. If we stop or suspend a card you must stop using it.

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

- (n) We are not liable if a retailer or another organisation (or its cash machine) does not accept your card or card number.
- (o) We are not liable for failing to make a payment if the organisation you are sending the payment to is not a member of the Faster Payments scheme.

6.2 Payments (other than payments made by card and cheque)

- (a) If you ask us to make an immediate payment or a future dated payment (including a standing order to an account at another bank in the UK), the following applies:
 - (i) We will use the Faster Payments scheme if it is available and the organisation you are sending a payment to is a member of the scheme.
 - (1) An immediate payment can be made using the scheme 24-hours a day, seven days a week. We will take the payment from your account straightaway and the payment will normally reach the receiving account within two hours.
 - (2) Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.

You can check with us when you make a payment whether the organisation you are sending the payment to is a member of the Faster Payments scheme.

- (ii) If we cannot make the Payment using the Faster Payments scheme you can contact us to ask if there is any other method available to make the payment.

International payments

- (b) If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than the next working day after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- (c) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.
- (d) We will use our Retail Reference Exchange Rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current Retail Reference Exchange Rate by calling us on the number set out in our contact details.
- (e) When you ask us to make an international payment, we will also tell you about any fees that may apply.
- (f) We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- (g) Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

Direct debits

- (h) If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- (i) We allow direct debit payments to be collected from your account on the date specified in the direct debit instruction or if not a working day, the next working day.
- (j) If you think there has been an incorrect direct debit payment you should tell us immediately so that we can arrange a full and immediate refund — even if the original error was made by the business or organisation who set it up. You should also contact them to let them know what you have done and why.

Cancelling or changing a payment

- (k) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.
- (l) If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any further payments, you must tell the business or organisation so that they can cancel the direct debit.

Banker's drafts

- (m) We will allow you to carry out a withdrawal from your account by banker's draft but we may refuse to provide a draft if the withdrawal is below a certain amount.

6.3 Card payments

- (a) If you use your card to withdraw cash or to make a payment, we will take the amount withdrawn, or paid, from your account on the working day we receive details of the withdrawal or payment.
- (b) If you use your card for a cash withdrawal or to make a payment in a currency other than sterling, we will convert the amount withdrawn, or paid, into sterling on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the Visa Reference Exchange Rate and we will charge a foreign exchange fee of a percentage of the amount of the transaction. This percentage and other fees that apply are set out in the rates and fees leaflet applicable to your account. You can find out the exchange rate by telephoning the relevant number set out in our contact details, however, if you call before a transaction is added to or taken from your account, the rate we provide will only be indicative.
- (c) However, 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 that foreign currency. That bank will set the exchange rate and may charge you for the conversion.
- (d) We cannot cancel a payment made using a card once you have given your consent to make the payment to a retailer. You will need to contact the retailer separately. This includes payments made on a regular basis from your card account, such as magazine subscriptions. You will also need to tell the retailer if your account is closed or your card number changes otherwise they may not be able to collect your payments.
- (e) If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the retailer.

6.4 Refunds for payments

- (a) If you become aware of a transaction by way of automated payment or card transaction which has not been properly authorised or has been incorrectly executed on your account you must notify us by phoning us (see our contact details). This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date the transaction is debited to your account. If you do not notify us, you will not be entitled to a refund under this condition 6.4.
- (b) You may be entitled to claim a refund in relation to transactions undertaken by automated payment or card transaction where:
 - (i) a transaction was not authorised;
 - (ii) we are responsible for a transaction which was incorrectly executed and you notified us in accordance with condition 6.4 (a); or
 - (iii) a pre-authorised transaction did not specify the exact amount at the time of the authorisation and the amount charged by a supplier was more than you could reasonably have expected taking into account normal spending patterns on the account or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if you have consented to the transaction; the amount of the transaction was made available to you at least four weeks before the transaction date; or the request for a refund is made more than eight weeks after being debited from the account.

We will not be liable where we can prove that the payee's bank or building society is at fault.

- (c) In the case of a disputed transaction the burden of proving fraud or gross negligence will lie with us.
- (d) If you are eligible for a refund under this condition, we will reimburse you for any fees you have incurred as a result of the incorrect execution.

6.5 Cheque payments

- (a) When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which can be months later).
- (b) It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- (c) You may be able to stop a cheque that has not yet been paid in by calling us with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed.
- (d) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. You can instead use Telephone Banking or Internet Banking to tell us to make a payment on a future date.
- (e) If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.

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

7. Reward payments, interest and account fees

- 7.1 We give you details of our current interest rates (where applicable), reward payments (where applicable) and any fees for the normal running of your account (such as monthly account fees, fees for certain card payments, and overdraft fees) and charging dates (such as billing periods) in the rates and fees leaflet applicable to your account. You can also find them out by contacting us and on our website. We may change our reward payments, interest rates, account fees and charging dates under condition 12.
- 7.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
- 7.3 If you have an eligible account we will credit your account with a reward payment in respect of any month that you meet the conditions relevant to that account.
- 7.4 The special or additional conditions will tell you when and how we pay interest or reward payments, if any, on your account. If the day interest or reward payments are due to be paid on an account is not a working day, we will pay them up to, and on, the next working day unless the special or additional conditions for your account state otherwise. We will calculate interest (if applicable) at the end of each working day and we will calculate reward payments (if applicable) at the end of each calendar month. You may not therefore be able to withdraw interest or reward payments until the following day. We pay compound interest if interest is credited to the same account (rather than to another account) as it becomes part of the account balance and counts towards the amount we pay interest on unless the special or additional conditions say otherwise, interest will be credited to your account. If you make a withdrawal from your account then we pay you interest on the amount of the withdrawal up to and including the day before it leaves your account, unless you make the withdrawal on a non working day. In this case we will continue to pay interest up to and including the day before the working day following your withdrawal, for example if you make a withdrawal on a Saturday we will pay interest on the amount withdrawn on the Saturday and the Sunday but not the Monday (provided the Monday is not a bank holiday).
- 7.5 Where we add reward payments to your account, we pay it 'net' (after deduction of income tax, currently 20%). You cannot register to receive this payment gross as a non-UK tax payer. If you have an interest bearing account, your interest will be paid either net or gross dependent on your personal circumstances. You may claim income tax back from HMRC if the amount of tax we have taken off is more than you have to pay. Interest will only be paid gross if you are registered with us as a non tax payer. A separate registration form is required for each account you hold. Higher rate tax payers may have to pay additional tax themselves.
- 7.6 We will charge interest and daily fees at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.
- 7.7 We may take interest (if applicable), daily fees and other fees you owe us from the same account. We will tell you personally about overdraft, daily and other fees and interest you have to pay at least 14 days before we take them from your account.

8. Overdrafts

Planned overdrafts

- 8.1 If overdrafts are available on your account, you may formally request, and we may agree to provide, a planned overdraft which will allow you to borrow money from us up to a certain limit. You may make such a formal request by contacting us specifically to organise an overdraft or increase your overdraft limit.

- 8.2 If we agree to a planned overdraft, we will decide your overdraft limit and tell you what it is. We will also tell you when we will review it. At that time we will review your planned overdraft and decide whether or not to continue to provide it at the same limit, and inform you of our decision by letter. We may also change your planned overdraft if condition 8.3 applies.
- 8.3 We may change your overdraft limit at any time but we will usually only reduce your overdraft limit or withdraw your planned overdraft where:
- (a) you have failed to fund your account regularly;
 - (b) you are in breach of a condition relating to use of the overdraft;
 - (c) your circumstances have changed for the worse;
 - (d) we reasonably believe that the risks of lending to you have increased;
 - (e) we reasonably believe that the reduction or withdrawal of the overdraft facility is necessary to prevent you from incurring a debt which you will be unable to repay; or
 - (f) you have not regularly used the full amount of your planned overdraft facility within the last 12 months.
- 8.4 If, at the end of any day, your account is overdrawn within your overdraft limit, we will charge you interest or a daily fee that applies to planned overdrafts; please see the rates and fees leaflet applicable to your account.
- 8.5 We will tell you about interest or daily fees on your statements. Interest and any daily fees will be collected from your account between the last day of the following month and the first working day of the month after that. For example, if your statement is dated 5 January and you have gone overdrawn in December with a planned overdraft, your interest or daily fees for December will be shown on your January statement and deducted from your account between the last day of January and the first working day of February

Unplanned overdrafts

- 8.6 If available on your account, you may also make an informal request for an overdraft by giving us an instruction to make a payment which, if we complied with it, would make your account exceed or further exceed its overdraft limit or, if you have no planned overdraft, cause your account to be overdrawn or further overdrawn. An overdraft which has not been planned with us in advance is called an unplanned overdraft.
- 8.7 Whenever you make an informal request for an overdraft, we will consider it and decide whether or not to comply with it. We do not have to comply with any such request, unless we have guaranteed to a third party that we would make the payment requested.
- 8.8 If, on considering an informal request for an overdraft, we decide not to make the payment, we will inform you of our decision by letter.
- 8.9 If, at the end of any day, your account is over your overdraft limit, or, if you do not have a planned overdraft, is overdrawn, we will charge you interest, the daily fee or other fees that apply to unplanned overdrafts; please see the rates and fees leaflet applicable to your account. If you make a payment on a Saturday which makes you overdrawn or over your planned overdraft limit, it will be shown on your account that day and you will be charged daily fees from that day even though the payment is not taken from your account until Monday.
- 8.10 If we grant your request for an unplanned overdraft, we will write to you on the next working day following the first day your account goes into an unplanned overdraft and, if you have a Reward Current Account, Ultimate Reward Current Account, or Current Account, as long as your account remains in an unplanned overdraft, we will write to you approximately every seven days. We will also tell you about interest, any daily fees or other fees for unplanned

overdrafts on your statements. Interest and fees will be collected from your account between the last day of the following month and the first working day of the month after that. For example, if your statement is dated 5 January and you have gone overdrawn in December with an unplanned overdraft, interest or daily fees for December will be shown on your January statement and deducted from your account between the last day of January and the first working day of February.

All overdrafts

- 8.11 The current interest rates, daily fees and other fees for overdrafts are set out in the rates and fees leaflet applicable to your account.
- 8.12 If we have:
- (a) asked you to pay any money you owe us on your account; or
 - (b) received a court judgment for you to pay any money you owe us on your account;
- then for as long as your account is overdrawn, you will have to pay any interest or daily fees on your overdraft.
- 8.13 At any time we may require you to pay us the whole or part of any overdraft, interest and fees which you owe on your account.
- 8.14 If your account is closed, we will work out interest or daily fees for each day your account is overdrawn in the month in which the account is closed (including the day on which it is closed). You have to pay us this sum which has not yet been applied to your account. You will also have to pay any overdraft which you owe us.
- 8.15 If you do require an overdraft or an increase to a planned overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have a planned overdraft rather than an unplanned overdraft.

9. Benefits packages included with certain accounts

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

PART C - General

10. Joint customers

- 10.1 If two or more of you are party to this agreement, the following terms apply:
- (a) We can accept the instructions or signature of either or any one of you. For example, either or any one may make a withdrawal or close your account. If you have a joint account and you tell us that you only want us to accept instructions from both, all or a set number of you (and not just from one of you) both or all of you must contact us. We may then close your account and, if we choose, offer each of you the opportunity to open a new account in just your name.

- (b) Any one of you can replace an account or service with another account or service covered by these general conditions on behalf of all of you.
- (c) If any money is overdue for payment on any other account either of you have with us whether in your sole name or in joint names, we may take the money you owe us out of your account under condition 14. We will not take the money from an account which, according to our records, you are holding on behalf of someone else (for example, as trustee or executor).
- (d) Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.
- (e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate account statements if you live at different addresses. We can act on information about you which any of you gives us.
- (f) If one of you asks us to set up a planned overdraft on the account, we can provide that person with pre-contractual information but do not need to provide it to all of you.
- (g) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
- (h) 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. If you have a joint account and you tell us that you only want us to accept instructions from both of you (and not just one of you), for example, because there is a dispute you cannot resolve, both of you must first return your cards, cheque books and any other items we have provided to us. We may then close your account and, if we choose, offer each of you the opportunity to open a new account in just one name.
- (i) 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.
- (j) If any of you die, we can, but are not bound to, continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all money from the accounts and provide instructions relating to any services or benefits associated with the accounts.

11. Authorising others to operate your accounts

11.1 We will only accept authorisation, or any other instructions on your account, from:

- (a) you;
- (b) anyone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt);
- (c) anyone who you have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority.

11.2 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

12. Changes to our interest rates, reward payments, fees and conditions

The changes we can make

- 12.1 We can only make changes to these conditions, the special conditions and additional conditions as set out in this condition 12.
- 12.2 Where we refer to “changes” in this condition we mean changes we know will happen, changes which have already taken place and changes we reasonably believe will happen provided that it would be fair for us to make the change for this reason (for example, because of a forthcoming regulatory change).
- 12.3 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.

Changes to interest rates

- 12.4 If you have an account that pays interest at a variable rate which is linked to a “reference rate” (which we call a “tracker account”), the additional conditions for your account will explain how the interest rates automatically track any changes in the reference rate. (A “reference rate” is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England bank rate is an example of a reference interest rate.)
- 12.5 For accounts other than tracker accounts, we can change interest rates as provided in this condition 12 to respond proportionately to a change or changes in:
- (a) Bank of England bank rate;
 - (b) any money market rate we use to determine the rates we can offer our retail bank account customers; or
 - (c) the costs to us of offering retail bank accounts to our customers; or
 - (d) if relevant to our interest rates “regulatory requirements”. (A “regulatory requirement” is 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.)
- 12.6 For accounts other than tracker accounts, we can also change interest rates as provided in this condition 12 if it is reasonable to make the change:
- (a) because of changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products; or
 - (b) because:
 - (i) we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
 - (ii) we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
 - (iii) any of those things has happened;
- 12.7 We can also change the interest rate for accounts other than tracker accounts under conditions 12.18 or 12.19.
- 12.8 We can make the following changes to your interest rate without giving you notice in advance either:
- (a) where the change is favourable to you; or

- (b) where you have a tracker account and the change is to track any changes in the reference rate in line with the conditions for your account.

We will notify you of such changes either by putting a notice in at least three national daily newspapers and in our branches, or by writing to you.

- 12.9 Except where condition 12.8 applies, we will give you written notice of any changes made under conditions 12.5 to 12.7 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.

Changes to conditions and reward payments

- 12.10 We can change these conditions, the special conditions, the conditions relating to reward payments and additional conditions:

- (a) to respond proportionately to changes in regulatory requirements; and
- (b) to make improvements which are of benefit to you.

- 12.11 We can also change these conditions, the special conditions, the conditions relating to reward payments and additional conditions if it is reasonable to make the change:

- (a) because of changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products or services;
- (b) because of changes in the services and facilities on your account (including changes due to developments in the technology we use, or for reasons outside our control);
- (c) because:
 - (i) we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
 - (ii) we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
 - (iii) any of those things has happened;

and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.

- (d) because the service is provided for us by a third party and for good commercial reasons we decide to use another third party or the third party who provides the service no longer does so; or
- (e) to reflect changes in technology or security design.

- 12.12 We can also change the conditions, the special conditions, the conditions relating to reward payments and additional conditions for all accounts under condition 12.19.

- 12.13 We will give you written notice of changes we make under conditions 12.10 to 12.12 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.

Changes to fees

- 12.14 We can change the amounts we charge you, charge new or different fees, and change the way you have to pay fees because the change will be of benefit to you or to respond proportionately to changes in:

- (a) the costs of providing the service or facilities available on your account, including any changes caused by inflation; or
- (b) regulatory requirements.

12.15 We can also change the fees for the normal running of your account under conditions 12.18 or 12.19.

12.16 We will give you written notice of changes we make under conditions 12.14 or 12.15 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.

12.17 We may offer special services on your account. We will notify you of the fees for these services at the time you ask to use them. We are free to change these fees at any time, and do not need to tell you of the change.

Changes for reasons not set out in these conditions

12.18 We can also change the interest rate or fees we charge you, or introduce new or different fees for any valid reason not specified in this condition 12, as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.

12.19 We can make any changes to these conditions, the special conditions, the conditions relating to reward payments, and additional conditions (including the interest rate, the margin on a tracker product or the fees we charge you, or the introduction of new or different fees) for any other reason as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.

13. General liability

13.1 If we break this agreement:

- (a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite any efforts to the contrary, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data processing failures; and
- (b) as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).

13.2 You will be liable up to £50 for any payment instruction you did not give yourself unless we can prove either:

- (a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- (b) that you have been grossly negligent with your card or Security Details (or allowed someone else to use your card or Security Details) in which case you will be liable for all Withdrawals or payments made before you tell us that your card or Security Details have been lost, stolen or could be misused.

In some cases, you will not have any liability for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your card or Security Details have been lost, stolen or could be misused or where the unauthorised payment was made by telephone or internet.

If you are not liable for a payment, we will refund the amount of the payment (less the amount you are liable for, if any) and any fees or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.

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

14. Using money between accounts (Set-off)

14.1 If any money you owe us (for example, on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.

14.2 We can use our set-off right, where you have accounts which are only in your name. We can also use our set-off right where you have accounts which you hold with another person (X), and you and the other person together owe us money (for example, on a joint loan, mortgage or overdraft), as shown below.

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

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

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

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

14.5 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 to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

15. Ending this agreement or an account or service

15.1 This agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account or service, the amount you pay will be limited to the period we provide that account or service.

15.2 You may end this agreement, or an account or other service under it, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. You will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within six months of opening it.

15.3 We may end this agreement (or any account or service under it) by writing to you and giving you two months' notice.

15.4 We may close or suspend an account or stop providing a service if:

- (a) you are not eligible (or no longer eligible) for an account or service; or

(b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account or service at any time but we may need to check your identity before we do so.

15.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us we can help you do this.

15.6 If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.

15.7 When you or we end this agreement, any benefit, service or account we provide under it will end and you must on our request:

(a) repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;

(b) pay any fees and interest that you owe us (if you cancel, these will be the fees and interest applying to the period before the agreement is cancelled); and

(c) if we ask you to do so, return anything that belongs to us or that we have given you, such as any cards and unused cheques (cutting them up before sending them).

If you or we end a service (but not the whole agreement), you must take these steps as they apply to that service alone.

15.8 When your account is closed, you are responsible for cancelling any direct payments (such as Direct Debits, standing orders, if these are available on your account 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.

15.9 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.

15.10 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 15.7 or, if you have broken this agreement, any loss of ours as a result.

15.11 In the event of your death, we may need to see a grant of probate, certificate of confirmation or equivalent grant of representation before releasing money in your account to your personal representatives.

16. 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.

17. 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.

18. Law applying to this agreement

- 18.1 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens Advice Bureau.
- 18.2 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 18.3 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 18.4 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

IMPORTANT POINTS TO NOTE

How to complain

Our Promise

If you do have a problem we'll do our best to resolve it there and then. Where we can't, we'll ensure you have the name and contact details of the person or team dealing with your complaint.

Tell us if there's a problem

If you have a complaint or just want to tell us about something we could do better, there are a number of ways you can let us know:

Visit a branch: Pop into any of our branches and speak to a member of the branch team.

By Telephone: Call our Telephone Banking Service on 08457 111 111.

By Textphone: If you have a hearing impairment, call us on 0845 300 2283.

By Post: write to us at Bank of Scotland, P.O. Box 548, Leeds LS1 1WL.

If you're still not happy

If you're still unhappy and we can't put things right to your satisfaction, you can ask the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR to look at your complaint, provided you've tried to resolve the matter directly with us first.

We hope you won't need to contact the Financial Ombudsman Service but if you do, we'll tell you how to do this.

How we are regulated

- We lend money and offer savings, insurance and other financial services to our customers.
- We are authorised and regulated by the Financial Services Authority ("FSA") for these services except lending, and licensed and regulated by the Office of Fair Trading ("OFT"), for lending services.
- We are also a member of the British Bankers' Association. Please see www.bba.org.uk to find out more.

- Our OFT licence number is 593292. You can call the OFT on 0207 211 8608 to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from www.lendingstandardsboard.org.uk
- Our FSA Register number is 169628. To find out more about us, see the FSA Register: www.fsa.gov.uk/register or call the FSA on 0300 500 5000.
- Our company details are Bank of Scotland plc. Registered in Scotland no. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
- To find out more about our companies, see the Registrar's website, www.companieshouse.co.uk or call the Registrar on 0870 333 3636.
- Our VAT number is 244 1555 76.

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors — including most individuals and small businesses — are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7741 4100 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Lloyds Bank Corporate Markets, Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, St James's Place Bank and St James's Place Private Bank. Some Savings Accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in all accounts under these names.

If you are unsure whether your account is held with Bank of Scotland plc please check your account literature.

Advertising

- We are regulated by the Office of Communications ("Ofcom"). If you have a complaint, particularly in relation to 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, telephone 020 7981 3040, textphone/fax 020 7981 3043.

- We follow advertising codes regulated by the Advertising Standards Authority (“ASA”).
- If you would like to complain to the ASA about any of our advertising, you can do so through their website, www.asa.org.uk
- If you would like to find out more about the advertising codes or the ASA, please see www.asa.org.uk, call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at 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.

Withdrawals

We want to make sure that you, and only you, take money from your account. So before you withdraw a large amount at one of our branches we'll ask you for proof of your identity (ID). You can provide any of the following: DVLA driving licence, passport or credit/debit card (another one from Halifax, Bank of Scotland or from a different provider). Please remember to bring your ID with you. In most cases this will be enough to prove who you are and help keep your money safe.

Dorment Accounts

We are part of the Unclaimed Assets Scheme which transfers money in account which not been used for at least 15 years to a central fund. We are committed to reuniting customers with their money and will try to contact you if we think your account is becoming dormant. If you think you have money in our account which you have forgotten about, you can also contact us and we will do our best to try and find it for you. For more information please visit us in branch or at bankofscotland.co.uk

If you think you have dormant accounts with other banks you can visit www.mylostaccount.org.uk

Other information

- We will communicate with you in English.
- Our fees will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- Cashpoint® is a registered trademark of Lloyds TSB Bank plc.
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
- For more information visit us at www.bankofscotlandprivateclients.co.uk or go to any Bank of Scotland branch.
- We will keep a copy of this agreement, which will be available from our website or on request.

Notes

This document is also available in Braille, large type and audio.

Please contact any Bank of Scotland Private Banking Office if you'd like this in Braille, large print or on audio.
You can contact us using RNID Typetalk on any of our telephone numbers.
If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.

Bank of Scotland plc.

Registered office: The Mound, Edinburgh EH1 1YZ.

Registered in Scotland, registration number SC327000.

Authorised and regulated by the Financial Services Authority.

We are members of the Financial Services Compensation Scheme and covered by the Financial Ombudsman Service.

We may monitor and record phone calls to help us provide a higher level of service.

The information is correct as at November 2011.