

BUSINESS & COMMERCIAL



Your Agreement

# General Conditions

Applies from April 2026



# Important things to know before you get started:

These General Conditions are part of a pack of important documents alongside our **Account Charges and Processing Times** brochure, your **Authority** and any **Product Specific Conditions** which apply to you. It's important you take the time to read them.

The General Conditions explain how your **Accounts** and **Services** work. This includes explaining how long it will take us to make payments, how you can cancel payments and if applicable, when we'll pay you interest.

To help you find what you need in these General Conditions, see **What's in these General Conditions?**



## Charges

You'll pay charges for some of our **Accounts** and **Services**, and some of the payments into or out of your **Account**. The charges are set out in our **Account Charges and Processing Times** brochure.

You'll pay interest and charges if your **Account** becomes overdrawn. There are different reasons this could happen. One reason is that you could try to take cash out or make a payment when there isn't enough money available in your **Account**. Another reason is you could have agreed with us in advance that you want an overdraft. See **Overdrafts** which explains about the different types of overdraft.



## If things go wrong

You need to look after your **Account** and any cards, devices and security details we give to you carefully – see **Checks we do** and **Account security** for what you need to do.

If something goes wrong relating to your **Account**, you should contact us as soon as you can. See **What happens if something goes wrong** for details of how we'll help you.

If you lose money, you'll need to know whether we are responsible and whether you can claim it from us. See **What happens if something goes wrong** and **Our responsibility to you** for details of when we will and won't be responsible for money you lose.



## Making changes

If you want to know when we or you can end **Your Agreement** and close any **Accounts** and **Services**, see **Ending Your Agreement and closing Accounts and Services**.

If you want to know when we can make changes to **Your Agreement**, see **Making changes to Your Agreement**.

## What do you need to do now

- ▶ Read your pack of documents. It is really important that you do this, so that you understand how your **Account** and our services work.
- ▶ Download, print and keep a copy so you can refer back to them at any time. We can also supply these documents in a different format.
- ▶ If you need help or you have any questions, you can always contact your relationship team. See our website for details of the best way to contact us – [business.bankofscotland.co.uk/help/contact-us](https://business.bankofscotland.co.uk/help/contact-us)



We have included some examples and information in these General Conditions to help you understand them.

# What's in these General Conditions?



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# Meanings of words we use

Explains what words mean when we use them throughout these General Conditions.

## Account / Accounts

Any account you hold with us that is covered by these **General Conditions**. Accounts covered by these **General Conditions** have **Product Specific Conditions** which have the header **Your Agreement** and/or are listed in the **Account Charges and Processing Times** brochure.

## Account Charges and Processing Times

Our brochure setting out the charges relating to our **Accounts** and information about payments to and from our **Accounts**.

## Authorised Overdraft

An overdraft which we agree in advance with you, and which is subject to a separate agreement between you and us. We will also agree the **Credit Limit** of the overdraft with you so that you know how much you are allowed to spend using your overdraft.

## Authority

The authority you have given to us relating to the operation of your **Accounts** and **Services**.

## Available Funds

Includes the amount of any credit balance on your **Account** and the amount of any **Credit Limit** available to you on any **Authorised Overdraft**. It doesn't include any funds which are not yet available for you to use (like recent cheque deposits) or payments we have authorised but not yet taken from your **Account**.

## Bank data

Any data or information in any form or medium provided by or on behalf of us to you or which you are required to process as part of the services under the Agreement including without limitation any Personal Data.

## Bank of Scotland Foreign Exchange Rate

The currency exchange rate applied to convert payments which is set by **Lloyds Banking Group**.

## Business Day

Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

## Credit Limit

The total amount you can borrow under your **Authorised Overdraft** at any time.

## Current Account Switching Service

A UK payments industry service that helps with the transfer of eligible bank accounts from one participating bank to another.

## Cut-off Time

The latest time instructions can be processed or payments can be added to an **Account**.

## Data Protection Laws

means:

- (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as "PECR", the "DPA 2018" and the "UK GDPR" accordingly); and
- (b) any code of practice or guidance published by a supervisory authority or a Regulatory Body or other relevant regulator from time to time.

## Device

Anything such as a card, electronic wallet, smartphone or other device you can use on its own or combined with **Security Details** to access an **Account** or **Service** or give instructions.

## EEA

The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein.

## Facility Letter

A letter from us which contains the terms and conditions which apply to an **Authorised Overdraft**.

## Large Charity

Any charity which is not a **Small Charity**.

## Lloyds Banking Group

Includes us and several other companies using the Lloyds Bank, Halifax and Bank of Scotland brands and their associated companies. There's more about **Lloyds Banking Group** at [lloydsbankinggroup.com](https://lloydsbankinggroup.com)

## Member

Each partner, member, or officer of an organisation or business.

## Micro-enterprise

This is an enterprise which, at the time of entering into the agreement between you and us, is an enterprise as defined in Article 1 and Article 2(1) and 2(3) of the Annex to Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises. In summary, this is an enterprise which employs fewer than ten persons and has an annual turnover and/or balance sheet that does not exceed two million Euros (or its equivalent).

## Non-micro-enterprise

Any business or organisation which is not a **micro-enterprise**.

## Overdraft

An **Authorised Overdraft** or an **Unauthorised Overdraft**.

## Paper Payment Order

A payment instruction that you give us by post or in person in a paper form, including instructions on completed bank forms or in a letter.

## Payee

A person who receives a payment, or who is the intended recipient of a payment.

## Payer

A person who makes a payment.

## Payment Scheme Exchange Rate

The foreign-exchange wholesale rate applied to card payments in foreign currencies. You can find more details about the Payment Scheme Exchange Rate in the **Account Charges and Processing Times** brochure.

## Payment Services Regulations

The Payment Services Regulations 2017 (S.I. 2017/752) as amended or replaced from time to time.

## Product Specific Conditions

Any product specific terms and conditions with the header **Your Agreement**.

## Reference Interest Rate

A publicly available interest rate such as the Bank of England Bank Rate.

## Scheme

Any pension scheme or pension trust.

## Scheme Member

A trustee of a **Scheme**.

## Security Details

Details or security procedures you must follow or use to give an instruction, confirm your identity or access a **Device** – for example a password, security code (or PIN) or biometric data such as a fingerprint.

## Service

Any **service** we provide to you which has **Product Specific Conditions** with the header **Your Agreement**.

## Small Charity

A body whose annual income is less than £1 million and is:

- ▶ in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011;
- ▶ in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- ▶ in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

## Strong Customer Authentication

Verification of a user's identity in two ways.

## Third-Party Provider

A service provider authorised by law to access information or make payments for you from your payment accounts.

## Unauthorised Overdraft

An overdraft we have not agreed in advance with you. You will be using an **Unauthorised Overdraft** if:

- ▶ you take out cash or make a payment when you don't have enough **Available Funds**; or
- ▶ a payment into your **Account** is recalled by the paying bank or we have added charges, and you don't have enough **Available Funds** in your **Account** to cover the amount.

**We, us, our** Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

**You, your** the business or organisation in whose name we maintain the **Account**.

**Your Agreement** is the name given to the package of documents you need to read to understand your agreement with us relating to your **Accounts** and **Services**. This includes the **General Conditions**, the **Account Charges and Processing Times** brochure, any **Product Specific Conditions** and your **Authority**. It also includes anything else we tell you that you need to read in your **Product Specific Conditions** to understand your agreement with us for a particular **Account** or **Service** or any other document that we tell you is covered by **Your Agreement**.

# Section A – Your Agreement

Explains what you need to read to understand Your Agreement.

## 1. What do you need to read to understand Your Agreement?

These **General Conditions** are just part of the agreement between you and us. You also need to read:

- ▶ Your **Authority**;
- ▶ The **Account Charges and Processing Times** brochure; and
- ▶ Any **Product Specific Conditions**.

Your **Product Specific Conditions** may also tell you about additional things you need to read to understand **Your Agreement** for a particular **Account** or **Service**.

## 2. Which Accounts and Services are covered by these General Conditions?

These **General Conditions** apply to:

- ▶ **Accounts** – accounts with **Product Specific Conditions** with the header **Your Agreement** and/or which are listed in the **Account Charges and Processing Times** brochure.
- ▶ **Services** – services with **Product Specific Conditions** with the header **Your Agreement**.

Any other **Accounts** or **Services** that you have with us will not be covered by **Your Agreement** unless we tell you otherwise and your existing terms and conditions will continue to apply. This means that you may have **Accounts** and **Services** with different terms and conditions.

It doesn't matter if you take out a new **Account** or **Service** with separate terms and conditions and those terms and conditions say they replace all agreements relating to your **Account** or a **Service**. These **General Conditions** will continue to apply.

## 3. What if you have previously been given other terms and conditions for the Accounts and Services covered by these General Conditions?

Those terms and conditions won't apply anymore. These **General Conditions** will apply in place of them, alongside any **Product Specific Conditions** which apply to the **Account** or **Service**.

## 4. What happens if the documents which make up the agreement say different things?

If the **Product Specific Conditions** says one thing, and these **General Conditions** say another, the **Product Specific Conditions** will apply.



**Example:** These **General Conditions** allow you to make payments to accounts with other banks. If the **Product Specific Conditions** for an **Account** say that you can't, this means you won't be able to make payments to accounts with other banks.

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## 5. Will you always be able to open a new Account or receive a new Service?

Sometimes we won't be able to open an **Account** or provide you with a new **Service**. For example, some of our **Accounts** have criteria and you can't open them if you don't meet that criteria.

# Section B – Your Authority

Explains what your **Authority** is and how you change who is authorised to do things on your behalf.

## 6. What is an Authority?

- 6.1 When you open an **Account**, you will set up your **Authority** which outlines who has permission to provide instructions and take other actions relating to your **Account** and **Services**.
- 6.2 Once someone is listed on your **Authority**, the usual position is that they can operate, give instructions and take other actions for all of your **Accounts** and **Services** and there are no restrictions on what they can do. For example, they can withdraw money from any of your **Accounts** without the other people named in your **Authority** knowing. You do have the option of putting specific restrictions in your **Authority** though, which will limit what the people named in your **Authority** can do.
- 6.3 Sometimes you might want to, or we might ask you to, put separate permissions in place, for example, relating to a particular **Service** or **Account**. If this happens, those permissions will apply to any instructions you give to us when using that **Service** or **Account**.
- 6.4 Our ability to rely on your **Authority** will not be affected by:
  - 6.4.1 any change in your name; or
  - 6.4.2 any change in your membership or people named in your **Authority** due to bankruptcy, retirement, any new individuals joining or otherwise.

You must still inform us if these things happen though, and we may ask you to put a new **Authority** in place.

## 7. Can you choose anyone to be listed on your Authority?

- 7.1 Sometimes we may need to refuse/reject the addition of someone to your **Authority**. We will always act reasonably though.
- 7.2 We may remove someone from your **Authority** if we think we need to because of legal or regulatory requirements.

## 8. What do you do if you need to change who is listed on your Authority?

You need to tell us. Contact us or visit our website for more information on the process for changing who is listed on your **Authority**.

## 9. What do you do if someone connected to your Account has died?

- 9.1 You need to tell us. If the deceased person is on your **Authority**, we will remove the person from your **Authority** once we have been notified of the death and have been provided with the proof we ask for.
- 9.2 Where the removal of the deceased person would impact your existing **Authority**, you may need to provide a new **Authority**.
- 9.3 In the meantime, we may treat any authorised person or continuing partner, **Member**, **Scheme Member** or director as having full power to carry on your business and to deal with your assets as if there had been no change and our ability to rely on your **Authority** will not be affected. This applies unless we receive written notice saying otherwise from any of the continuing authorised persons, or from the executors, legal personal representatives or trustees of the deceased person.

# Section C – Checks we do

Explains who we can accept instructions from and what checks we do to make sure that only people with permission are able to access your **Account**.

## 10. Who can give us instructions?

- 10.1 Only a person authorised under your **Authority**. If you want someone else to be able to give us instructions, you will need to name them in your **Authority**. We will need personal details from them. We may also need signature details from them depending on the types of activity they can undertake.
- 10.2 This is unless you have given separate permissions relating to a particular **Service**. If you have, we can accept instructions from someone you have authorised for that **Service**.



**Example:** Internet banking may require separate permissions to be set up. A person may be authorised to give us instructions using internet banking under those permissions, but they may not be listed in your **Authority**. We will act on instructions from that person given via internet banking, even if they are not listed in your **Authority**.

## 11. How do we know we are dealing with you when we receive an instruction?

- 11.1 We will check who is contacting us to confirm who they are and to confirm whether they have permission to give instructions.
- 11.2 We will check who is contacting us in one of these ways or in any other way we introduce:

How you instruct us	Checks we may use			
	Evidence of identity such as a passport, driving licence or debit card	Signature	Use of a <b>Device</b>	Use of <b>Security Details</b>
In person in a branch	✓	✓	✗	✓
By cheque or in writing	✗	✓	✗	✗
Telephone, internet or mobile banking or using a <b>Device</b>	✗	✗	✓	✓

- 11.3 We don't need to make enquiries about the purpose of any transactions or your authorised representative's authority to conduct them. For example, we don't need to check whether transactions made under your **Authority** are for purposes permitted by your governing rules or, if you are a limited liability partnership, permitted by any members' agreement or authorised under the Limited Liability Partnership Regulations 2001 (as amended from time to time).

## 12. Are you responsible for all debts and liabilities on your Accounts?

- 12.1 Unless a payment wasn't authorised by you, you will be responsible for all debts and liabilities on your **Accounts**. This is as long as we acted in line with your **Authority**, or in line with any separate authority or permissions which you have in place relating to a particular **Account** or **Service**. If a payment wasn't authorised by you, **What happens if something goes wrong** will tell you more about whether you are responsible for it or not.
- 12.2 You will still be responsible to us for debts and liabilities on your **Accounts** if you later change your **Authority** or you end **Your Agreement**.



**Example:** Someone listed in your **Authority** makes a payment which takes you into an **Unauthorised Overdraft**. You later remove that person from your **Authority**. You are still responsible for the money you owe to us (including, for example, any charges you incurred) as a result of going into an **Unauthorised Overdraft**.

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- 12.3 If you are a partnership or an organisation with more than one **Member**:
- 12.3.1 whether or not they are named in your **Authority**, each partner or **Member** is jointly and individually liable for all liabilities of the partnership or organisation to us together with interest and charges. This means each partner or **Member** is separately responsible to us for all debts and liabilities, not just a share of them. This is known as joint and several liability – you can find more information about it on our website;
- 12.3.2 we may take action against all or any of the partners or **Members**. If we take action, this could include freezing your **Account** if one partner becomes bankrupt

or claiming the whole overdrawn balance on your **Account** from one partner or **Member**; and

- 12.3.3 for **Schemes**, joint and several liability only applies to **Accounts** in the name of the **Scheme**. For corporate trustees only, their liability shall be limited to the extent of the assets of the **Scheme**.
- 12.4 If we are owed money on a partnership or organisation's accounts or on outstanding loans:
- 12.4.1 when a partner or **Member** dies, the deceased partner's or **Member's** estate remains responsible for paying the debt and we may require payment from the deceased partner's or **Member's** assets; and
- 12.4.2 when a partner or **Member** leaves the partnership or organisation, each partner or **Member** (including the one who has left) remains separately responsible to us to repay all the debts.

## 13. What happens if there is a dispute between the authorised representatives or person(s) appointed in your Authority and others about your Account?

- 13.1 We may require all authorised representatives or person(s) named in your **Authority**, partners, **Members**, **Scheme Members** or directors to authorise transactions until they agree how the **Account** is to be run. If this happens, we may not make any payment out of the **Account** unless it is authorised by all of them.
- 13.2 We may also suspend all facilities requiring authorisation from only one person – for example, cards, internet or electronic banking – until the dispute is resolved.
- 13.3 Payments will still be paid into your **Account** in the usual way.

# Section D – Payments into your Account

Explains when and how we will process payments made into your **Account**.

**14. When will a payment show in your Account and when can you use it?**

14.1 The **Account Charges and Processing Times** brochure gives you information about:

14.1.1 when money paid into your **Account** will be available for you to use; and

14.1.2 when money paid into your **Account** will count towards your balance for the purpose of calculating interest.

**15. Are there limits on how much can be paid into your Account?**

Yes, there may be limits depending on which service or deposit method is used to pay in money. We will let you know if a limit applies when you pay in money.



**Example:** There are limits to the cash and coin you can pay in through a Post Office. Speak to the Post Office for more information.

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**16. What happens if a payment is made into your Account by mistake?**

16.1 If we discover we have added a payment to your **Account** by mistake, or if a payment has been recalled by a bank that has made it, then we can immediately take the amount of that payment out of your **Account**. We can do this even if it results in your **Account** going into an **Unauthorised Overdraft**. You will have to pay any charges and interest that result from the use of an **Unauthorised Overdraft**.

16.2 If we are unable to return the funds to the **Payer**, we can give information about you and your **Account** to the **Payer's** bank so that they can recover the money.

# Section E – Payments out of your Account

Explains the information you need to give to us if you want to make a payment, and how long a payment will take to reach the Payee's bank.

## 17. In what ways can you ask us to make payments?

If your **Account** allows you to make payments from it, you can make payments online, via telephone or in a branch. Unless we agree something different with you, you cannot make payments by sending emails to us.

## 18. What information do we need to make a payment for you?

- 18.1 We normally need the sort code and account number. We will tell you if we need any other details.
- 18.2 To make an international payment, we will also need the **Payee's** name and address and the **Payee** bank's name and address and identifier (e.g. IBAN number or - except for SEPA credit transfer payments - BIC number). We may also need the **Payee** bank's SWIFT address or national clearing code. Depending on the country you are sending the payment to, we may also need other information (for example, sometimes we need to understand the purpose of the payment). We will tell you if we need other information.
- 18.3 You must check that the details are correct before asking us to make a payment.



**Information:** By SEPA we mean the Single Euro Payments Area. A SEPA country means any of the countries or territories listed from time to time on the European Payment Council's website as being part of SEPA.

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## 19. Will we check whether the information you have given matches the name on the Payee's account?

- 19.1 For payments within the UK, we participate in Confirmation of Payee (**CoP**). This is a scheme that aims to reduce fraud and misdirected payments by helping to stop payments going into the wrong account. **CoP** checks the name on the account against the name and other bank details you give us when sending certain payment types in branch, online or on the phone.
- 19.2 When you send money to a new **Payee**, we will ask the **Payee's** bank to check that the name on the account matches the name you have given us. If the other bank is making **CoP** checks, they will tell us if the name matches, doesn't match or partially matches. They will also tell us whether it is a personal or business account or whether the account has switched to another bank. We will then share this information with you.
- 19.3 If we tell you the information does match and you make a payment that goes to the wrong account, you may be entitled to a refund, depending on the circumstances.
- 19.4 If the information isn't a match, we will ask you whether or not you want to continue as we may not be able to get your money back if the payment goes to the wrong account.
- 19.5 If someone wants to send money to you and **CoP** checks are made, their bank will make these checks with us about you and your **Account**. This means we will give information about you and your **Account** to other customers of ours or the other bank, who will pass this on to their customer. This information can include your **Account** name, the type of **Account** you hold being a business account and whether your **Account** has switched to another bank.

## 20. How can you authorise us to make a payment for you?

20.1 This will depend on the type of payment and how you make it. These are ways you can authorise a payment:



in writing (for sterling payments within the UK)



by requesting a cash withdrawal at any bank counter



by holding your card or **Device** near a contactless card reader



by presenting your card or **Device** and entering your PIN



by completing and signing a form setting up a standing order



by presenting a completed cheque to any person



by providing any security code or following any security process when using a debit card, Cashpoint® card or an online/ internet/telephone banking service that we provide to you



by completing and signing a form setting up a Direct Debit or agreeing to set up a paperless Direct Debit with an organisation



by following any procedures required by a **Third-Party Provider**

20.2 If you authorise us to make a series of payments, we will treat this as you authorising us to make all future payments in the series, unless you tell us otherwise.

## 21. What happens if the Payee has moved their account to another bank?

Sometimes a UK payment scheme service such as the **Current Account Switching Service** tells us that the **Payee** of a standing order or bill payment has moved their current account to another bank participating in the **Current Account Switching Service**. If that happens, we will update the **Payee's** new sort code and account number so that the payment reaches the correct account. We will do this without further notice to you.

## 22. Are there limits on the amount of a payment which you can make or the amount of cash you can withdraw?

22.1 Yes, different limits apply depending on the type of payment and how you ask us to make the payment (e.g. in branch, online). We'll tell you if you try to make a payment over one of these limits.

22.2 We also apply limits to payments for security reasons. We won't always be able to tell you what these are.

## 23. When will a payment reach the Payee's bank?

- 23.1 We must receive a payment instruction before the **Cut-off Time** on a **Business Day**. If we receive it after the **Cut-off Time** or on a non-**Business Day**, we will treat it as received on the next **Business Day**. If you ask us to make a payment on a future date, we will treat the instruction as received on that date.
- 23.2 We will make sure the amount of a payment reaches the **Payee's** bank within the timescales below, counting from the **Business Day** we treat the instruction as received:

Currency	Destination	How long will the payment take to reach the Payee's bank from when we treat the instruction as received?
Sterling	A bank in the UK	Electronic payment: End of the next <b>Business Day</b> . <b>Paper Payment Order: Two Business Days.</b>
Euro	A bank in the <b>EEA</b> or the UK	Electronic payment: End of the next <b>Business Day</b> . <b>Paper Payment Order: Two Business Days.</b>

- 23.3 The **Account Charges and Processing Times** brochure gives you more information about how long domestic payments will take to reach the **Payee's** bank. For other currencies, please see the Payment Transaction Brochure on our website.
- 23.4 If you don't have enough **Available Funds** when we try to make a standing order or future-dated payment, we won't be able to make the payment at that time. We will try to make the payment again later on the same **Business Day** and again on the next **Business Day**. If we still couldn't make the payment after these attempts, you will pay a returned item charge. The charge is set out in the **Account Charges and Processing Times** brochure. We will cancel a standing order or future-dated payment if this happens four times in a row. This means that no future payments will be made.

## Section F – Cancelling payments

Explains how you cancel a payment you've asked us to make.

### 24. Can you cancel a payment?

Type of payment	When do you need to tell us by?	How should you contact us?
<b>Immediate payments</b>	You can't cancel an immediate payment.	
<b>A one-off payment you want us to make on a date in the future</b>	<p>Any time up to the end of the <b>Business Day</b> before we are due to make the payment.</p> <p>After this time, contact us to ask if we can help. If we can help, we may make a charge. We will tell you what the charge is before we take any action.</p>	In writing, by telephone, via internet or mobile banking, in branch or in any other way we tell you about.
<b>Standing orders</b>	<p>Any time up to the end of the <b>Business Day</b> before we are due to make the payment.</p> <p>After this time, contact us to ask if we can help. If we can help, we may make a charge. We will tell you what the charge is before we take any action.</p>	In writing, by telephone, via internet or mobile banking, in branch or in any other way we tell you about.
<b>Direct Debits</b>	<p>If you ask us in branch - any time up to 4pm on the <b>Business Day</b> the payment is due to be made.</p> <p>If you call us - any time up to 5pm on the <b>Business Day</b> the payment is due to be made.</p> <p>After this time, contact us to ask if we can help. If we can help, we may make a charge. We will tell you what the charge is before we take any action.</p>	<p>In writing, by telephone, via internet or mobile banking, in branch or in any other way we tell you about.</p> <p>You should also tell the person taking the payment.</p> <p>If you cancel by telling the person who takes the payment, you must always tell us as well.</p>
<b>Regular card payment</b>	<p>Any time up to the end of the <b>Business Day</b> before the payment is due to be made.</p> <p>After this time, contact us to ask if we can help. If we can help, we may make a charge. We will tell you what the charge is before we take any action.</p>	<p>In writing, by telephone, in branch or in any other way we tell you about.</p> <p>You should also tell the person taking the payment.</p> <p>If you cancel by telling the person who takes the payment, you must always tell us as well.</p>

# Section G – Account security

Explains what you need to do to protect your information and your **Account**.

## 25. What do you need to do to keep your Account safe?



**Remember:** We will never ask you to share **Account** details like your user ID, digital challenge response codes, tell us the security number for telephone banking, tell us PIN codes or ask you to move money to a different account. If you are asked to do this, you should contact us immediately on a telephone number for the bank which you have checked is correct (e.g. by checking on our website).

25.1 You and anyone you have authorised to access your **Account** must take reasonable steps to keep your information safe.

25.2 You must:

- ▶ follow instructions we give you about security;
- ▶ follow instructions we give you in any **Product Specific Conditions** and in brochures about specific **Accounts** and **Services**;
- ▶ not call us if your conversation may be intercepted or overheard;
- ▶ not share **Security Details** such as a PIN, bank statements or banking information with anyone who you do not want to have access to your **Account** and you must keep all of these in secure places;
- ▶ not share **Account** details with callers you do not know or if you have concerns about them;
- ▶ not write down your **Security Details**;

▶ tell us straight away if:

- your cheque book, card reader or debit or Cashpoint® card has been lost or stolen;
- someone else knows your PIN or other **Security Details**; or
- someone has used your **Account** without approval, so that we can take action to try and stop them being used; and

▶ check bank statements, invoices, confirmations and communications regularly and tell us as soon as possible if you think something looks wrong. Any delay in telling us may make it more difficult to correct mistakes.

## 26. What should you do to report fraud, scams or concerns about Account security?

Contact us straight away. Our contact information is available at **business.bankofscotland.co.uk/help/contact-us**

## Section H – How we deal with each other

Explains what information you need to give to us and how you can give us instructions.

### 27. What information do you need to give to us about your business or organisation?

- 27.1 You must promptly give us information that we reasonably request or that we need to operate your **Account**.
- 27.2 If your ownership is going to change, you must tell us in advance.
- 27.3 You must tell us promptly about any other changes to your business or contact details.
- 27.4 If you are a partnership or organisation, the partners or **Members** must notify us immediately (in the form we require) of any changes in the partnership or organisation, and must ensure that any incoming partners or **Members** provide a confirmation of the existing **Authority** to us.
- 27.5 If you are a **Scheme**, the **Scheme Members** must notify us immediately (in the form we require) of any changes in the **Scheme**, and must ensure that any incoming **Scheme Members** provide a confirmation of the existing **Authority** to us.



#### Examples:

- ▶ You must give us certified copies of resolutions you pass to change your **Authority**.
- ▶ You must give us details of any changes to your directors, partners, **Members**, **Scheme Members** or other officers.
- ▶ You must give us certified copies of your incorporation documents if we ask for them.

**Information:** A certified copy is a copy of a document that has been certified as being a true, complete and up-to-date copy of the original document by a person who holds a certain position of responsibility, e.g. a solicitor, a minister of religion or a bank official.

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### 28. How can you give us instructions relating to your Account?

- 28.1 In any way we tell you from time to time, including online, via telephone and in branch. Unless we agree something different with you, you cannot give us instructions by email.
- 28.2 We can communicate with you in any reasonable way, for example by telephone or using online banking.
- 28.3 You can use a **Third-Party Provider** to:
- 28.3.1 access information on your **Account**; and
- 28.3.2 make payments from your **Account** online.
- This is as long as the **Third-Party Provider** is open and transparent about its identity and acts in accordance with regulatory requirements. We will treat any instruction from a **Third-Party Provider** as if it is from you directly.
- 28.4 If you do not want one of your internet banking users to have access to **Third-Party Providers**, you should ask us to remove that user's access to internet banking.
- 28.5 If you (or one of your authorised internet banking users) provide consent to a **Third-Party Provider** to access your **Account** data so they can provide account information services or initiate payments on your behalf, you consent to us sharing your information with the **Third-Party Provider** as is reasonably required for them to provide their services to you. This may include personal data relating to authorised users.

# Section I – Charges

Explains what you need to know about charges, and how and when you will pay them.

## 29. What charges will you pay?

29.1 Our **Account Charges and Processing Times** brochure explains how, when and what we charge.

29.2 If we receive a payment for you, we can deduct our charges from the payment before adding it to your **Account**.

## 30. How and when can we change charges?

30.1 We can change our charges at any time by telling you at least two months before the change starts to apply.

30.2 If you are unhappy with the change, you can tell us at any time before the change starts to apply. We will close your **Account** and any **Services** for you. To close your **Account**, you'll need to repay any amounts you owe us.

30.3 If you don't tell us before the date the change starts to apply, you will have accepted the change and the new charges will apply from that date.

## Section J – Interest we pay

If you have an **Account** that pays interest, this explains when that interest will be paid and when your interest rate may change.

### 31. What interest will we pay on your **Account**?

When you open an **Account**, we will explain whether it pays interest or not. If your **Account** pays interest, we will also tell you what the interest rate is on your **Account**.

### 32. When will we calculate the interest?

For accounts that pay interest, interest will be calculated daily on cleared credit balances unless we tell you otherwise.

### 33. When will we pay you the interest?

33.1 We will pay it monthly unless we tell you otherwise.

33.2 Unless we have agreed something else with you, interest will be paid on the 9th day of each calendar month, or on the closure of your **Account**. If the 9th is not a **Business Day**, it will be paid on the following **Business Day**.

33.3 You are responsible for ensuring that you pay the relevant revenue authorities any tax liability due for interest earned on your **Account**.

### 34. If you have an **Account** that pays interest, how and when can we change the interest rates?

<p><b>Where we make a change to your advantage (for example, increasing the interest rate)</b></p>	<p>We can change the rate at any time. We will make details about the change available on our website within 30 days of making the change.</p>
<p><b>Where a change results from a movement in a Reference Interest Rate which applies to your Account</b></p>	<p>This will happen automatically on the same day the <b>Reference Interest Rate</b> moves. You won't get advance notice of this. We will make details about the change to the <b>Reference Interest Rate</b> available on our website within five <b>Business Days</b> of the <b>Reference Interest Rate</b> changing.</p>
<p><b>Where you have asked us to stop paying interest on your Account</b></p>	<p>We will make changes in line with your instruction as soon as possible after we receive your request.</p>
<p><b>Any other type of change</b>  <b>Examples:</b>  <ul style="list-style-type: none"> <li>- Reducing the interest rate</li> <li>- No longer paying interest</li> <li>- Changing the interest rate from a rate linked to a Reference Interest Rate to a rate we set ourselves</li> </ul> </p>	<p>We can change the rate at any time by telling you at least two months before the change starts to apply.            If you are unhappy with the change, you can tell us at any time before the change starts to apply and we will close your <b>Account</b>. To close your <b>Account</b>, you'll need to repay any amounts you owe us.            If you don't tell us before the date the change starts to apply, you will have accepted the change and the change will apply from that date.</p>

# Section K – Overdrafts

Explains what happens and what charges and interest you will pay if your **Account** becomes overdrawn.

## 35. How might your Account become overdrawn?

35.1 There are different ways your **Account** might become overdrawn.

35.2 You may have agreed an **Overdraft** with us in advance. This is called an **Authorised Overdraft**.



**Example:** You tell us that you would like an **Overdraft**. We agree to provide one to you and we agree paperwork with you setting out the amount of that **Overdraft**, and what you will pay if you use it. This is an **Authorised Overdraft**.

35.3 **Unauthorised Overdrafts** are not agreed in advance, but we will treat you as requesting one if:

35.3.1 you try to take cash or make a payment when you don't have enough **Available Funds**; or

35.3.2 a payment into your **Account** is recalled by the paying bank or we have added charges, and you don't have enough **Available Funds** in your **Account** to cover the amount.



**Example:** There is £200 which is available to use in your **Account**. These are your **Available Funds**. You make a payment to a supplier of £1,000. We will treat this as you requesting an **Unauthorised Overdraft**. This is an **Unauthorised Overdraft** because we have not agreed it in advance with you.

## 36. What charges and interest apply if you become overdrawn?

If you have an Authorised Overdraft	If you have an Unauthorised Overdraft
We will give you a separate <b>Facility Letter</b> setting out the <b>Overdraft</b> terms and conditions, including the charges and interest rate.	You will pay interest and charges as set out in our <b>Account Charges and Processing Times</b> brochure or at <a href="http://business.bankofscotland.co.uk">business.bankofscotland.co.uk</a> We calculate interest on the cleared balance of the <b>Unauthorised Overdraft</b> at the end of each day. Interest is payable for the duration of the <b>Unauthorised Overdraft</b> .

## 37. Can we change our mind about giving you an Overdraft, or the amount you can borrow?

Your **Overdraft** is repayable in full on demand at any time. This means at any time we may restrict or end any right to an **Overdraft** or ask you to repay your **Overdraft**. We do not have to give you notice beforehand, but we will write to tell you that we require you to repay your **Overdraft**.

38. How and when can we change the interest rates which apply to your Overdraft?

<b>Authorised Overdrafts</b>	
<b>Any change</b>	Your <b>Facility Letter</b> will tell you how and when we can change the interest rates.
<b>Unauthorised Overdrafts</b>	
<b>A change to your advantage (for example, reducing the rate which you pay)</b>	We can change the rate at any time. We will make details about the change available on our website within 30 days of making the change.
<b>A change resulting from a movement in a Reference Interest Rate which applies to your Account</b>	This will happen automatically on the same day the <b>Reference Interest Rate</b> changes. You won't get advance notice of this. You can find information about any change to the <b>Reference Interest Rate</b> by visiting <a href="https://business.bankofscotland.co.uk/commercial-terms/interest-rates-and-charges/interest-rates">business.bankofscotland.co.uk/commercial-terms/interest-rates-and-charges/interest-rates</a> and clicking on the link to the relevant <b>Reference Interest Rate</b> .
<b>Any other type of change (for example, increasing the interest rate)</b>	<p>We can change the rate at any time by telling you at least two months before the change starts to apply.</p> <p>If you are unhappy with the change, you can tell us at any time before the change starts to apply and we will close your <b>Account</b>. To close your <b>Account</b>, you'll need to repay any amounts you owe us.</p> <p>If you don't tell us before the date the change starts to apply, you will have accepted the change and the change will apply from that date.</p>

## Section L – Exchange rates

Explains how we convert payments into or out of your **Account** into a different currency.

### 39. What happens if you want to make a payment in a different currency than the currency of your Account? What happens if you receive one?

- 39.1 The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate applied to your payments will appear on your statement. Unless otherwise agreed with you, the exchange rate we will apply to payments you make involving a currency exchange (including any future dated payments) and payments you receive which are in a different currency to the denomination of your account will be the **Bank of Scotland Foreign Exchange Rate** applicable at the time that your payment is processed. You can find out the rate which will apply by contacting us in the usual way.
- 39.2 The **Bank of Scotland Foreign Exchange Rate** includes a margin. This margin is the difference between the **Bank of Scotland Foreign Exchange Rate** you pay and the rate available to us when we obtain these currencies. The rate available to us will depend on a variety of factors such as where we source the rates from, timing of the transaction and whether we hold the rate for you. The rate you achieve will be different from what you can see elsewhere.
- 39.3 The exchange rates applied to your payments are considered final. If a payment is returned, the amount credited to your account may be different to the original debited amount. Any difference is due to potential movements in underlying exchange rates and possible third-party bank charges.
- 39.4 Where you make a payment, we or our correspondent may convert the currency if we believe that the beneficiary account is in a different currency to the currency the payment is sent in. If you are a **non Micro-Enterprise**, you agree with us that Regulation 57(1) of the **Payment Services Regulations** does not apply. This means that where you have asked us to make a payment and we, or our correspondent believe that the beneficiary account is in a different currency to the currency set out in the payment instruction, unless you have asked us not to convert a payment, we or any correspondent bank acting on our behalf may convert the payment currency. Where we convert the currency of the payment, we will advise you of any exchange rate used. Where the payment is converted by a correspondent bank acting on our behalf, we will advise you of the exchange rate where this information is made available to us. Where the payment is converted by a correspondent bank acting on our behalf, we may receive a payment from them.

### 40. What happens if you use your debit card to make a payment in a different currency?

- 40.1 We will use the **Payment Scheme Exchange Rate** to convert the payment on the day we take the payment from your **Account**. This could be different than the day you actually use your card to make payment for something.
- 40.2 We add a currency conversion fee to the converted amount. The **Account Charges and Processing Times** brochure contains details about the currency conversion fee.
- 40.3 We will show the currency conversion fee and the converted amount on your statement.

# Section M – Cheques

Provides information about making and receiving payments by cheque.

## 41. When will we pay out on cheques you write?

- 41.1 We will pay out when they reasonably appear to us to have been issued by you.
- 41.2 We do not have to pay any cheque that is presented more than six months after the date on the cheque.
- 41.3 You should always make sure you have sufficient funds in your **Account** to cover the amount on a cheque you write. There is a charge if you don't. You can find this in our **Account Charges and Processing Times** brochure.

## 42. Can you stop a cheque you have written?

We cannot stop a cheque which has already been paid. If you want to ask us whether we can stop a cheque before it has been paid, you will need to call us and give us the information we ask for. There is a charge for stopping a cheque before it has been paid. Please see our **Account Charges and Processing Times** brochure.

## 43. When will cheques paid into your Account show in your Account?

The **Account Charges and Processing Times** brochure explains how this works for sterling and foreign cheques.

## 44. Can you issue cheques signed with the printed signature of a person named in your Authority - for example by pre-printing or lasering?

- 44.1 If you want to do this, you must:
  - 44.1.1 tell us in writing;
  - 44.1.2 give us specimens of the signatures; and
  - 44.1.3 make sure that the security features we require are printed on the cheques. We will tell you what these are if you want to issue this type of cheque.
- 44.2 We will pay this type of cheque without further confirmation from you so you must ensure that the cheques are kept secure and are not available to anyone you have not authorised to use them.

## 45. What happens if a cheque payment goes wrong?

- 45.1 You are responsible for ensuring that cheques you issue are correctly and legibly completed and signed.
- 45.2 If we make a mistake in relation to a cheque payment, we will refund the amount which was paid out of your **Account**. We will also refund to your **Account** any charges we applied and make any interest adjustment required to put your **Account** right.

# Section N – When we can refuse or delay your instructions or suspend an Account or Service

Explains when we might stop you using a **Device** or **Security Details**, suspend your **Accounts** or **Services** or stop or delay you from making a payment you ask us to make.

## 46. When can we stop or refuse to make a payment?

- 46.1 Where it is reasonable to do so, for example if:
  - 46.1.1 it exceeds a limit we set (such as a spending limit on a card);
  - 46.1.2 you are in breach of **Your Agreement**;
  - 46.1.3 you don't have enough **Available Funds**;
  - 46.1.4 where your **Account** is overdrawn and there is a significantly increased risk that you will be unable to pay us what you owe;
  - 46.1.5 we, or the systems we use, reasonably suspect the payment instruction is fraudulent;
  - 46.1.6 your instruction is not legible or clear or does not contain all of the details we need;
  - 46.1.7 we think we need to refuse because of legal or regulatory requirements; or
  - 46.1.8 we are otherwise unable to make a payment under our agreement with you.
- 46.2 If we refuse to make a payment or we can't act on your instructions, we will tell you the reason why or make this information available to you. This is unless it would be unlawful for us to do so. We will do this as soon as possible and always by the time the payment should have reached the **Payee's** bank. You can contact us for this information, and sometimes we may also choose to tell you in another way (e.g. by letter, email or displaying a decline message).

- 46.3 If we can't make a payment because you gave us incorrect information, we will tell you how to put this right if you ask us.
- 46.4 We may not be able to carry out a payment instruction if the bank or building society you are sending the payment to cannot accept the payment. This might happen if they do not accept that type of payment, or the value of the payment is more than the amount allowed by the relevant payment scheme. If we cannot make a payment for this reason we will tell you, or make this information available to you. We may be able to suggest other ways to make the payment. We will not make the payment until we have received an instruction from you that we can make the payment by another method.
- 46.5 If we refuse to make a payment, we may also take steps to reverse any action already taken on it.
- 46.6 If a petition is presented to wind up your business, we have no obligation to pay any sums from the **Account** until we receive evidence that the petition has been dismissed.

## 47. When can we delay making a payment?

- 47.1 Where we reasonably suspect a payment in sterling you have asked us to make to another UK account involves fraud or dishonesty, we may delay the processing of your instruction. We may do this to ask you for further information or to contact third parties to check that the payment is not fraudulent or dishonest. We can delay payments for up to four **Business Days** but won't delay longer than necessary to make these checks.

- 47.2 We will tell you if we are delaying your payment no later than the end of the **Business Day** following the day you ask us to make it. We will also explain why and give you any information we have that will help you decide whether to ask us to make it. We may ask you for further information we need to process the payment. We won't tell you we are delaying your payment if there is a legal or security reason why we can't.
- 47.3 If we reasonably suspect a payment involves fraud or dishonesty, we may ask you to take further steps to check the payment, talk to someone about it or tell us you wish to cancel it. If you ask us to make the payment, we may be unable to recover the funds from the recipient.
- 47.4 Where we (or the systems we use) still reasonably suspect the payment instruction is fraudulent after you have carried out further steps, we can refuse to make a payment.
- 47.5 If you have to pay any charges or interest as a result of a payment being delayed due to suspected fraud or dishonest activity we will refund you any interest or charges you have paid because of the delay.

**48. When can we stop or suspend your ability to make payments using a Device or Security Details?**

- 48.1 If we reasonably consider it necessary because of:
  - 48.1.1 security - including if you tell us you have lost your **Device**;
  - 48.1.2 suspected unauthorised or fraudulent use of a **Device** or your **Security Details**; or
  - 48.1.3 a significantly increased risk that you may be unable to pay any money you owe us on the relevant **Account**.
- 48.2 If we stop or suspend in this way, we will act reasonably.

- 48.3 We will try to contact you in advance to tell you we are doing this and why. If we can't tell you in advance, we will tell you as soon as possible afterwards. We will contact you by letter, email or by sending a notification through internet or mobile banking. We won't be able to contact you if the law stops us or we think it will undermine our security measures.
- 48.4 If we stop a card or other **Device**, you must not use it and we can keep it - for example by retaining it in an ATM - if you try.

**49. When can we suspend your access to an Account or Service?**

- 49.1 If we think you no longer want it because you have not been using it, or you are no longer eligible for it. We will give you at least 90 days' notice in writing before doing so.
- 49.2 If we reasonably suspect fraud or unauthorised access, if you have failed to give us information we need by law or if a regulatory requirement means that we have to. We do not have to tell you in advance before we do this.
- 49.3 If we reasonably believe you cannot pay your debts to us or any other person, or any action is taken against you to initiate insolvency proceedings, or you take any action (including entering negotiations or applying for or obtaining a moratorium) with a view to readjusting, rescheduling, forgiving or deferring any part of your debts.
- 49.4 If any material litigation is - or material administrative, criminal or judicial proceedings are - being taken against you when our agreement with you begins and you did not inform us in writing of it before entering into **Your Agreement**. 'Material' means likely, if successful, to have a damaging effect on your business.
- 49.5 You don't tell us about a change in the ownership of your business or organisation in advance.

- 49.6 If you have seriously or repeatedly broken **Your Agreement** in any other way.
- 49.7 If we become aware of a dispute between the holders of an **Account**.

**50. When can we refuse to allow a Third-Party Provider to access your Account?**

- 50.1 If we are concerned about unauthorised or fraudulent access by that **Third-Party Provider**. We will usually tell you before we do this and explain our reasons. If that wouldn't be practical, we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. We won't tell you if it would go against our reasonable security measures or if it would be unlawful for us to tell you.
- 50.2 We may make available to a **Third-Party Provider** a specific means of accessing your **Account**. If we do, and it tries to access your **Account** by a different means, we may refuse to allow that access.

## Section 0 – What happens if something goes wrong

Explains what happens if something goes wrong with a payment, how we can help you and what you need to do.

### 51. Can you get a refund if you do not recognise a payment (e.g. a bank transfer or card payment) on your Account?

- 51.1 Sometimes, as this could mean that someone else made the payment without your permission.
- 51.2 You need to tell us as soon as possible if you don't recognise a payment. Our contact details are available at [business.bankofscotland.co.uk/help/contact-us](https://business.bankofscotland.co.uk/help/contact-us)
- 51.3 If you would like a refund you must tell us about the unauthorised payment within 13 months of it being taken from your **Account**. This is even where you use a **Third-Party Provider** to make the payment. This 13-month timeframe doesn't apply if the payment was taken out of your **Overdraft**.

- 51.4 If we refund you, you'll receive the refund into your **Account** by the end of the **Business Day** after you told us about the unauthorised payment. We may take longer to refund you if:
  - 51.4.1 we reasonably suspect fraud; or
  - 51.4.2 the unauthorised payment was made from your **Overdraft**.
- 51.5 If we need to investigate a transaction on your **Account**, we may need you to co-operate with us and the police, if we need to involve them. We may need you to provide an account of events and actions you have taken to support an investigation.
- 51.6 If we refund you, we will also always refund any charges you had to pay and make any interest adjustment required so that you have not lost money.
- 51.7 If we have issued a refund and find out that we should not have done so (e.g. because you have acted fraudulently), we will take the money back from you.

What happened?	Will we refund you?	
	<p><b>If you are a micro-enterprise or a Small Charity</b></p>	<p><b>If you are a non-micro-enterprise or a Large Charity</b>                      You agree with us that regulations 75 and 77 of the <b>Payment Services Regulations</b> won't apply to you. The positions below will apply instead.</p>

What happened?	Will we refund you?	
You acted fraudulently	No, you won't be entitled to a refund.	No, you won't be entitled to a refund.
<p>You have:</p> <ul style="list-style-type: none"> <li>▶ <b>been very careless with your Device or Security Details; or</b></li> <li>▶ <b>deliberately failed to keep them secure</b></li> </ul>	<p>We won't refund any payments unless:</p> <ul style="list-style-type: none"> <li>▶ the payments were made after you reported concerns about the security of your <b>Account</b> to us.</li> <li>▶ we haven't provided a way for you to report concerns about the security of your <b>Account</b> to us.</li> <li>▶ we haven't required <b>Strong Customer Authentication</b> when we should have done.</li> <li>▶ the unauthorised payment was made from an <b>Overdraft</b> on your <b>Account</b>. In that case, we'll refund you unless you gave your card and <b>Security Details</b> to the person who made the payment.</li> </ul>	We can choose not to refund payments in any circumstances.
In any other situation where an unauthorised payment was taken from your Account	Yes, we will provide a refund.	We will only refund you if we are reasonably satisfied that you did not authorise the payment.

## 52. Can you get a refund for a payment which isn't made correctly?

52.1 If you would like a refund of an incorrect payment made from your **Account**, you must tell us about the incorrect payment within 13 months of it being taken from your **Account**. This is even where you use a **Third-Party Provider** to make the payment. Otherwise, we may not be able to help you in the ways set out below.

What mistake did we make?	What will we do?
You gave us the right details, but we sent the money to the wrong place	We will refund the payment as quickly as we can.
We sent more money than you asked us to	We will return the additional amount to you as quickly as we can (rather than refunding the full payment amount).
We sent less money than you asked us to	We will send the remainder of the money to the <b>Payee's</b> bank as quickly as we can after you have told us.

What mistake did we make?	What will we do?
<b>We take longer to make a payment to another bank in the UK or the EEA than we should have done</b>	You can ask us to contact the <b>Payee's</b> bank and request that the payment is treated as if it arrived at the right time. This means the <b>Payee</b> won't lose out on interest or have to pay additional interest or charges.
<b>You ask us to request a payment from someone else on your behalf (e.g. a Direct Debit) and we don't send that request or send it incorrectly</b>	We will immediately send the request once we become aware of the error. When we receive the money, we will immediately make it available to you.
<b>We receive a payment to you from another bank but we don't credit your Account</b>	We will credit your <b>Account</b> and immediately make the money available to you.

- 52.2 Where we have made a mistake, we will also always refund any charges you had to pay and make any interest adjustment required so that you have not lost money. If you ask us to, we will also make immediate efforts to trace a payment and let you know the outcome.
- 52.3 If you have made a mistake rather than us (for example, if there was a mistake in your payment instruction) or if we can show that the correct amount was received by the **Payee's** bank, you won't get a refund.
- 52.4 If you gave us incorrect details for the **Payee**, we'll try to recover the payment for you, but we may charge reasonable costs for doing this. If we are unable to get the money back, you can ask us to provide information relating to the payment so you can claim the money directly from the person who received it. We will only provide you with information we are allowed to provide to you by law.

### 53. Can you get a refund for Authorised Push Payment Fraud?

- 53.1 An APP (Authorised Push Payment) scam is where you are tricked into transferring money to a fraudster via a bank transfer, for example they may pose as a solicitor you are dealing with in a property purchase and give you bank details of an account they control.
- 53.2 If you are a **Micro-Enterprise** and you make a CHAPS or faster payment on or after 7 October 2024 and you believe the payment was to a fraudster, you can ask us to refund you. You should tell us as soon as possible once you think this has happened.
- 53.3 If you want to make a claim you must do so within 13 months of the payment, or last payment if you have made more than one. We will apply the PSR Reimbursement Rules when we consider your claim. You can find information about the rules and when and how much we can refund here: [business.bankofscotland.co.uk/fraud/customer-scam-refunds](https://business.bankofscotland.co.uk/fraud/customer-scam-refunds)  
You should always report fraud to Action Fraud and the police.
- 53.4 If you made a payment to a fraudster before this date you may be entitled to a refund under the previous CRM code. You can find more information about this code here: [business.bankofscotland.co.uk/fraud/scam-code-of-conduct](https://business.bankofscotland.co.uk/fraud/scam-code-of-conduct)

### 54. Can you get a refund when a card payment or Direct Debit payment is more than you expected it to be?

- 54.1 We will refund payments made by card or Direct Debit if all of the following apply:
- 54.1.1 the payment was made to a shop or other seller in the UK or **EEA**;
  - 54.1.2 when you authorised the payment you weren't told the exact amount to be paid;
  - 54.1.3 the amount taken for the payment was more than you reasonably expected; and
  - 54.1.4 you ask for a refund within eight weeks of the date the payment was taken from your **Account**.

- 54.2 If you haven't met these criteria we don't have to refund you. We also don't have to refund you if you gave consent for the payment directly to us and information about the payment was given to you at least four weeks before the payment was made. We will tell you if we can help in any other way.
- 54.3 We might ask you for additional information so that we can decide whether to refund you. It may help if you contact the person you paid.
- 54.4 We will provide the refund within ten **Business Days** of receiving your request or of receiving further information from you if we have requested it. If we don't refund you, we will explain why.

**55. Can you get a refund for a Direct Debit?**

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

**56. What if something else goes wrong relating to your Account or a Service which we haven't already covered in this section?**

You should contact us as soon as possible, and we will discuss how we can help.

## Section P – Our responsibility to you

Explains when we will and won't be responsible for money you lose.

**57. When will and won't we be responsible for money that you lose?**

- 57.1 We won't be responsible for:
  - 57.1.1 money you lose which isn't directly linked to the incident leading you to claim against us. This applies whether or not we could have reasonably foreseen that you would lose that money;
  - 57.1.2 any loss of profit, loss of business, loss of goodwill or any form of special damages; or
  - 57.1.3 any money you lose due to us not making a payment because you haven't provided all the details we need to make the payment, or the details you provided were incorrect.
- 57.2 Nothing in the agreement between you and us changes:
  - 57.2.1 our responsibility for fraudulent misrepresentation by us, our employees or agents;
  - 57.2.2 our responsibility for death or personal injury caused by our negligence or the negligence of our employees or agents; or
  - 57.2.3 any other liability on our part which cannot be excluded by law.

# Section Q – Making changes to Your Agreement

Explains when we can make changes to **Your Agreement** and how we will tell you about them.

## 58. How can we change Your Agreement?

<b>To reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated</b>	Where possible, we will tell you in writing at least two months before we make any change. If this is not possible, we will give you as much notice as we reasonably can.
<b>For any other reason</b>	We will tell you in writing at least two months before we make any change.

## 59. What if you don't like the change we are making?

- 59.1 If you are unhappy with the change, you can tell us at any time before the change starts to apply. We will close your **Account** and any **Services**. To close your **Account**, you'll need to repay any amounts you owe us.
- 59.2 If you don't tell us before the date the change starts to apply, you will have accepted the change and the change will apply from that date.

# Section R – Ending Your Agreement and closing Accounts and Services

Explains what happens if you want to end **Your Agreement**, or if we need to end **Your Agreement**.

## 60. When will Your Agreement end?

**Your Agreement** continues until you or we end it in line with this section.

## 61. When can you or we end Your Agreement and how much notice will be given?

61.1 The table shows how you or we can end **Your Agreement** or close any **Accounts** or **Services**.

61.2 If we end it, we will act in a way we think is reasonable and we will try to reduce the inconvenience to you.

By	Reason	How much notice will we give to you, or do you need to give to us?
You	Any reason.	One month's notice (in writing), but we will always try to close your <b>Account</b> or a <b>Service</b> more quickly if we can
Us	Any information you have given us at the point of account opening (whether connected with <b>Your Agreement</b> or not) is significantly inaccurate.. You fail at any time to meet any checks required by law or regulation. Closure is required by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement. If this is the case, we may be required to terminate our entire relationship with you.	None
	We reasonably consider that: there is illegal or fraudulent activity on or connected to any of your <b>Accounts</b> . You are or may be behaving improperly - this includes being abusive, harassing (including sexually harassing) or threatening to our staff, or including abusive, harassing (including sexual harassing) or threatening messages in payment instructions. By continuing the agreement we (or another company in the <b>Lloyds Banking Group</b> ) may be exposed to action from a government, regulator or other authority or may break a regulatory requirement.	None

By	Reason	How much notice will we give to you, or do you need to give to us?
Us	You are a charitable incorporated organisation and the trustees arrange for your <b>Members</b> to make a dissolution resolution.	None
	You are a <b>Scheme</b> and the <b>Scheme</b> has been wound up.	None
	You are a corporate entity with limited liability and you cease for any reason to be a corporate entity (for example, you are struck off), unless you are an incorporated charity and you have given us notice of the alteration of your incorporated status.	None
	We are unable to complete any anti-money laundering checks we carry out to our satisfaction within a reasonable period.	None
	Any other reason.	At least 90 days' in writing (or longer if required by law)

Where we have issued a notice to close an account because you have not provided us with relevant 'know your customer' information, we can

immediately close any accounts you apply for in the period from us issuing this notice to close, and your existing account being closed.

## 62. Will we charge you for ending Your Agreement?

No, we will not charge you for ending **Your Agreement**.

## 63. What happens after closure?

63.1 Any balance you owe us on an **Account** will become immediately due and payable on closure of the **Account**.

63.2 If we close an **Account** or a **Service** or end **Your Agreement**, we won't be responsible for any tax benefits you lose.

# Section S – Contacting each other

Explains how you can contact us, how we will contact you and how we will provide information about your **Accounts** and transactions to you.

## 64. How can you contact us for help and information?

64.1 See our website for details of the best way to contact us - **business.bankofscotland.co.uk/help/contact-us**

64.2 Some of our customers have a relationship team (if we think that is necessary to support their business needs). We will tell you if you have one. If you do, you also have the option of contacting your

relationship team using their usual contact address or telephone number.

## 65. What if you need to serve written documents on us?

65.1 You should use the address details set out on our website. You can only send documents to us in another way (e.g. using an electronic document system) if we have agreed that with you.

65.2 If you want to contact us in relation to a legal action or because you might want to start court proceedings, you can't use email to contact us.

## 66. How will we contact you?

- 66.1 If we need to contact you in writing, we can do this by letter, email, text, statement, statement insert or message provided to you via internet banking, or another way that is sent to you individually. We will always use a way that we reasonably think is likely to come to your attention and meets legal requirements.
- 66.2 You need to tell us if your name or any of your contact details change (for example, your address, email address or mobile phone number). If you don't tell us, it won't be our fault if we can't contact you or if we use outdated contact details.
- 66.3 If we suspect fraud or other security threats in relation to your **Account**, we will contact you in a fast and secure way (using the contact details we have for you) to tell you what you need to do. This may include SMS, online notifications, post, or any other appropriate messaging service.
- 66.4 The language of **Your Agreement** is English. Information we provide, make available or notify you of will be in English.

## 67. How will we provide information to you about your Accounts and transactions?

- 67.1 If you are registered for internet banking, we will normally provide an electronic statement each month and will let you know it is available by sending you an email.
- 67.2 If you are not registered for internet banking or if you choose to receive statements by post, we will normally provide a paper statement each month.
- 67.3 We may not issue statements (either electronically or on paper) if there are no payments out of the **Account**, but we will still provide a statement at least once a year.
- 67.4 Each statement will set out all the payments into and out of your **Account** and will contain other information about those payments.
- 67.5 If you have registered for internet banking, you can also view your **Account** transactions online.
- 67.6 You must check bank statements, invoices, confirmations and communications sent to you within a reasonable time after receiving them. You must tell us as soon as possible if you see anything which looks like a mistake or discrepancy. If you delay, it may make it harder for us to correct mistakes.

## 68. When will communications be treated as received?

How was the communication sent?	When will we treat it as received?
First class post in the UK	On the second <b>Business Day</b> after posting
Second class post in the UK	On the fourth <b>Business Day</b> after posting
Post from outside the UK	On the eighth <b>Business Day</b> after posting
Email before 4pm on a <b>Business Day</b>	That day
Email at or after 4pm on a <b>Business Day</b>	The next <b>Business Day</b>
Email on a non- <b>Business Day</b>	The next <b>Business Day</b>

## Section T – Other important terms

Explains important terms you need to be aware of, like how we can use money in your **Accounts** to repay money you owe to us and what happens if you want to complain.

### 69. How can we use your data?

Please see our privacy notice (including the **Your Rights** section) at [business.bankofscotland.co.uk/business-home/legal/personal-and-business-data](https://business.bankofscotland.co.uk/business-home/legal/personal-and-business-data)

### 70. How do you give us consent, or withdraw your consent, for the payment services we provide to you under these General Conditions?

You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under **Data Protection Laws**. You can withdraw your consent by ending **Your Agreement**.

### 71. Can we take money from your Accounts to pay off a debt you owe?

71.1 If you owe money to us, we may use money in any of your **Accounts** to reduce

or repay what you owe. We don't need to tell you before we do so.

71.2 We can transfer money directly between accounts or we can combine the balances of one or more accounts and then use the combined balance to reduce or repay the amount you owe us.

71.3 If we need to make a currency exchange to do this, we will use the equivalent amount in the relevant currency.

71.4 If we decide to pay you money to settle a complaint or to pay you compensation, we may take off any money you owe us from that amount first.

### 72. What happens if events occur which are outside of our control?

72.1 Sometimes we might not be able to perform our obligations under **Your Agreement** for abnormal and unforeseeable reasons beyond our control, or we might be delayed in

doing so. If this happens, we won't be responsible to you for any failure or delay, as long as we have done what we can in the circumstances.

- 72.2 These things include strikes, lock-outs or other labour disputes, acts of God, war, riot, civil commotion or malicious damage, accident, breakdown or other failure of equipment, software or communications network, fire, flood or any other event affecting the supply of goods or services.

### **73. What happens if we or any member of the Lloyds Banking Group is subject to sanctions, embargoes or both?**

We and any member of the **Lloyds Banking Group** may be subject to sanctions, embargoes or both, imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action under an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the **Lloyds Banking Group** or any of our or their respective employees of any sanction or embargo whether or not imposed in the UK. We are not responsible for any loss, damage, cost or expense if this happens. We may disclose to the relevant authorities information regarding instructions and payments as may be required.

### **74. What happens to your money if you don't use your Account for a long time?**

- 74.1 We voluntarily participate in the Dormant Assets Scheme. The scheme was established under the Dormant Bank and Building Society Accounts Act 2008. Later this was updated and expanded by the Dormant Assets Act 2022 (known together as 'the Acts').
- 74.2 The purpose of the scheme is to:
- 74.2.1 protect your rights, or those of your beneficiaries to reclaim money you hold with us at any time; and
  - 74.2.2 enable the value of the dormant assets that is not required to cover future reclaims to be distributed to social and environmental causes

that benefit communities across the UK.

- 74.3 Under the scheme, we may transfer dormant asset balances to Reclaim Fund Limited, RFL. RFL is a not-for-profit organisation which is authorised and regulated by the Financial Conduct Authority.
- 74.4 If your asset balance is transferred to the scheme, RFL is legally responsible for repayment if you or your beneficiary reclaim your money. On behalf of RFL, we are responsible for managing all aspects of the relationship with you including handling all repayment claims. You should continue to contact us if you have any queries or complaints in relation to your asset or balance. We do not provide RFL with individual personal data, such as your name, account number etc.
- 74.5 Your money continues to be protected. If RFL is, or looks likely to be, unable to meet its responsibility to repay a dormant asset balance owed, HM Treasury would assess the most appropriate course of action. This may include the use of a loan to RFL.
- 74.6 If you are unhappy, you can contact the Financial Ombudsman Service (FOS) which is available to settle complaints that cannot be settled through our internal complaints procedure.
- 74.7 For further information on RFL and the scheme, please visit RFL's website at [www.reclaimfund.co.uk](http://www.reclaimfund.co.uk)

### **75. How do we hold insurance money we receive?**

If you have taken out a general insurance policy through us in connection with one of our **Accounts**, we will hold any money we receive in relation to the insurance in our capacity as a bank approved by the Prudential Regulation Authority and the Financial Conduct Authority, rather than as a trustee for you (or in Scotland as an agent for you). This includes premiums, claims payments and premium refunds paid to us by the insurer. The Financial Conduct Authority's client money rules do not apply to the money.

- 76. How can you get another copy of any documents you need to read to understand Your Agreement?**
- For a copy of the documents that make up **Your Agreement**, please contact us or see our website [business.bankofscotland.co.uk](http://business.bankofscotland.co.uk)
- 77. What happens if something goes wrong and you want to complain?**
- 77.1 If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published on our 'Help & Support' pages at: [business.bankofscotland.co.uk/help/account-management/make-a-complaint](http://business.bankofscotland.co.uk/help/account-management/make-a-complaint)
- 77.2 If you disagree with the decision we make, you may be able to refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 78. What happens if you face financial difficulties?**
- You should let us know as soon as possible. We will always try to help you and develop a repayment plan with you.
- 79. Can you change your mind after opening an Account or a Service?**
- 79.1 When you open a new **Account** or a new **Service** we'll inform you of any right to cancel. If you want to cancel, please contact us within 14 days of receiving our letter and we'll be happy to cancel the **Account** or **Service**. If you want to write to us, the address is Bank of Scotland, Business Banking, PO Box 1984, Andover, SP10 9GZ.
- 79.2 Any instructions we receive to make payments after you choose to cancel an **Account** will be returned. Any **Services** which require your **Account** to operate will also be cancelled.
- 79.3 We'll repay you any credit balance in your **Account** together with any interest due, if interest is paid on your **Account**.
- 79.4 You'll have to pay any charges for day-to-day banking or other services which you used before we received your request to cancel the **Account** or **Service**. We'll take these charges from the money we return to you. If your **Account** is overdrawn, you must pay the outstanding balance, together with any interest and charges that you owe us within 30 days of choosing to cancel.
- 79.5 Where possible we'll help you to find an **Account** or **Service** which better suits your needs.
- 79.6 Even if you don't cancel, you can always choose to close your **Account** or a **Service**.
- 80. Can you give your rights under Your Agreement to someone else?**
- No, you can't give your rights to anyone else.
- 81. Who can enforce Your Agreement?**
- 81.1 We will tell you in the **Product Specific Conditions** if someone else can enforce any of the terms of **Your Agreement**. Otherwise, no one can enforce the terms of **Your Agreement** other than you or us.
- 81.2 Even if someone else can enforce the terms of **Your Agreement**, we won't need their consent to change, cancel or end it.
- 82. Will we always enforce our rights under Your Agreement?**
- We may not always strictly enforce our rights. For example, we may allow you more time to pay what you owe. If we do this, it will just be a temporary measure and does not stop us enforcing our rights in the future.
- 83. Which laws and courts apply to Your Agreement?**
- That depends whether your **Account** is held in England and Wales or Scotland.

If your Account is held in England and Wales	If your Account is held in Scotland
The laws of England and Wales, and the courts of England and Wales, will decide any legal questions under or relating to <b>Your Agreement</b> (whether contractual or otherwise).	The laws of Scotland, and the courts of Scotland, will decide any legal questions under or relating to <b>Your Agreement</b> (whether contractual or otherwise).

## Section U – Important information and how we are regulated

Sets out important information about us and how we are regulated.

### 84. How are we regulated?

We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under Registration number 169628.

To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk) or call the Financial Conduct Authority on **0800 111 6768**. Authorisation can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk) under the Firm Registration Number 169628.

We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, particularly about our text-messaging service, you may also be able to put it to Ofcom. Their contact details are available on their website, [www.ofcom.org.uk](http://www.ofcom.org.uk)

### 85. Do we sign up to industry codes and memberships?

We are a member of UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

We follow advertising codes regulated by the Advertising Standards Authority (ASA). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk) for details.

# Section V - Data Protection

Sets out the data relationship between you and us.

## 86. Data Protection

86.1 The parties recognise that they shall each be processing Bank Data in connection with the performance of their obligations and/or exercise of their rights under the Agreement and that the factual arrangement between them shall dictate the role of each party (as to Data Controller or Data Processor) in respect of the Data Protection Laws. Notwithstanding the foregoing, the parties agree that where either party processes Bank Data pursuant to or in relation to the Agreement, that party will be carrying out the processing for its own purposes, and as such will be a Data Controller under the Data Protection Laws.

86.2 Each party shall at all times comply with its respective obligations under the Data Protection Laws to the extent such Data Protection Laws apply to it in connection with the performance of its obligations or exercise of its rights under the Agreement.

86.3 The terms "Data Subject", "Personal Data", "supervisory authority" and "processing" (and "process", "processes" and "processed" shall be construed accordingly) shall have the same meanings given to them in the Data Protection Laws. "Data Processor" and "Data Controller" shall have the same meanings given to "processor" and "controller" respectively in the Data Protection Laws.

## Business help and support

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We aim to provide you with a high level of service. If you have a query our Help & Support pages can help: [business.bankofscotland.co.uk/help](https://business.bankofscotland.co.uk/help)

## Get in touch

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 **Speak to your relationship team**

 **Go to [bankofscotland.co.uk/business](https://bankofscotland.co.uk/business)**

Please contact us if you would like this information in an alternative format such as braille, large print or audio.

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Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies.

More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](https://lloydsbankinggroup.com)