

# Corporate MultiPay US Dollar Account

Conditions of use

# Corporate MultiPay United States Dollar Account conditions of use

We have tried to make these Conditions of Use easier to read and understand by adding headings to the various sections. These headings have been inserted for convenience only and do not affect the legal construction or interpretation of these Conditions of Use This is a copy of the current Conditions of Use for you to keep and is intended to act as a guide as to how the Card may be used. We are providing the Card to enable you to access a Business Account which we have opened for the Business. These Conditions of Use do not form a contract between you and the Bank but explain how you can use the Card and when you need to contact us.

The Business will settle Card Transactions with us directly and this will be identified as a "Company Pay" payment method on the Cardholder Application.

### 1 Definitions

1.1 Where the words set out below are used with a capital letter in these Conditions of Use, they mean as follows:

**Agreement:** the agreement between the Bank and the Business for provision of the Services.

**Authorisation:** the consent we give to a merchant or its payment service provider (via the relevant Payment Scheme) to submit a Card Transaction for processing and settlement).

**Bank:** we, us or our: Bank of Scotland plc registered in Scotland with a registered office address of The Mound, Edinburgh EH1 1YZ and a registered company number of 327000 (and any successors or assigns of Bank of Scotland plc).

Billing Cycle: the period of one month between Cardholder Statements.

**Business:** the Bank's customer and entity at whose request a Card is issued to a Cardholder pursuant to an agreement between us and the Business.

**Business Account:** the control account which governs the Services provided by the Bank to the Business opened and maintained by the Bank in the name of the Business.

**Business Day:** a day (excluding Saturday and Sunday and public holidays) on which banks are generally open for business in England.

**Card:** the Bank of Scotland Corporate MultiPay Card (including any renewal or replacement card) or an Embedded Card denominated in the Currency issued for use by Cardholders (or also a User in the case of an Embedded Card only) with your Cardholder Account on behalf of the Business and at the Business' request.

**Card Number:** the 16 digit number which identifies each individual Card and appears on the face of a Card.

**Card Transaction:** any purchase of goods and/or services and/or cash withdrawals made by you (or a User in the case of an Embedded Card only) using your Card or Card Number.

**Cardholder, you or your:** the person identified on a Card who is authorised by the Business to use that Card.

**Cardholder Account:** the sub-account opened by us in respect of the Card issued to a Cardholder pursuant to an agreement between us and the Business.

**Cardholder Application:** the application to the Bank from each Cardholder, containing these Conditions of Use.

**Cardholder Limit:** the maximum amounts of spending permitted by a Cardholder during a Billing Cycle (including any Card Transactions not yet debited and any Authorisations the Bank has given in respect of prospective Card Transactions).

**Cardholder Statement:** the statement of a Cardholder's Card Transactions provided or made available by the Bank to that Cardholder and the Business under condition 8.

**Charges:** the charges to be applied to the Cardholder Account (as may be varied from time to time). Details of charges can be found on the website www.bankofscotlandbusiness.co.uk.

**Company Pay Facility:** the payment method by which the Business pays the Bank for Card Transactions and Charges. Such method of payment for Card Transactions and Charges will be identified as "Company Pay" on the Business application and Cardholder Application.

Currency: United States Dollars (USD).

**Embedded Card:** Card details (including any renewal or replacement details) issued to the Business under an agreement between us and your Business for use by Cardholder or Users to make purchases through a Supplier.

**Lloyds Banking Group:** Lloyds Banking Group plc registered in Scotland with company number SC095000 and any of its subsidiaries from time to time.

**Non Currency Card Transaction:** any transaction performed by a Cardholder or User with the Card in a currency other than the Currency.

**OCMS:** online card management service tool which is the internet based Card enquiry and maintenance service provided in respect of a Card. OCMS includes but is not limited to the services called commercial card internet servicing (CCIS) and commercial cards data management (CCDM).

**OCMS Conditions of Use:** the conditions of use applicable to the use of the OCMS which are accessed and agreed when a Programme Administrator and/or a Cardholder enrols for OCMS via the Website.

### **Payment Instrument:**

- (a) any personalised device; or
- (b) any personalised set of procedures agreed between you and us such as the use of a password, security details, Embedded Card details or a PIN used by you (or a User in the case of an Embedded Card only) to execute Card Transactions.

Payment Scheme: Mastercard.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non Currency Card Transactions to convert them to the Currency, which can be found at www. mastercard.com/global/currencyconversion

**PIN:** the Personal Identification Number issued to a Cardholder for use with a Card

**PIN Management Services:** functionality available at the Bank's ATMs, which allows the Cardholder to change and unlock their PIN.

**Programme Administrator:** a representative or representatives nominated by the Business from time to time.

**Services:** the facilities to be provided by the Bank under an agreement between us and your Business together with any other services associated with the Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.

**Supplier:** any person or entity who agrees, by arrangement with us and/or the Payment Scheme to accept the Card as payment for goods and/or services.

**United States Dollars (USD):** the lawful currency for the time being of the United States of America.

**User:** any employee, contractor or agent of the Business authorised by the Business from time to time to use Embedded Card details which are in a Cardholder's name to make purchases through a Supplier.

**Website:** the website and associated services of the Bank appearing at www.bankofscotlandbusiness.co.uk or any other URL as the Bank may notify to you from time to time.

# 2 Acceptance

Before signing your Card you must read these Conditions of Use and when using your Card follow these Conditions of Use, together with any conditions of use notified to you by your Business in your terms of employment or contract for services or otherwise in any case related to use of the Card. If you do not agree to comply with all of these Conditions of Use, you must destroy the Card (cut it into two through the chip) and you may be required to return the Card to us.

# 3 The Cardholder Account

3.1 We will open and/or continue a Cardholder Account in respect of the Card issued to you on behalf of the Business which can only be used for such purposes as are authorised by your Business. The Cardholder Account may only be used for authorised business use as defined between yourself and the Business. You will be acting as an agent of the Business in connection

- with the receipt of the Services being provided by the Bank to the Business. If cash withdrawals are permitted by us, they may only be used for purposes authorised by us and your Business.
- 3.2 We will debit the Cardholder Account with all Card Transactions made using your Card and will credit the Cardholder Account with all payments made by the Business.
- 3.3 The Business may in some circumstances be entitled to give authorised third parties access to information about the Business Account. This may include details of Card Transactions.
- 3.4 A Cardholder Limit, a daily Card Transactions limit and an overall Card Transaction limit will be established from time to time and will be notified to you by your Business. You may also be notified of certain other restrictions and controls put in place by us or your Business from time to time, including a restriction on cash withdrawals.
- 3.5 To activate the Card, on receipt of the Card, you must follow the instructions on the sticker attached to the Card, or telephone 0800 096 4496 (abroad dial +44 1908 544056), available 24 hours, in order to complete the necessary security checks.

### 4 The Card

- 4.1 Subject to condition 2, on receipt of your Card you must sign it immediately.
- 4.2 Your Card remains our property at all times and we can recall or replace or change the Card Number or Cardholder Account at any time. If either we or your Business ask for your Card back, it must be returned immediately cut in two through the chip. A person acting for us or your Business may recover or retain your Card.
- 4.3 Your Card is only valid for the period shown on it and must not be used outside this period. When your Card expires it must be destroyed by cutting it in two through the chip and you may be required to return the Card to us.
- 4.4 Either we or your Business may cancel or suspend use of your Card at any time without prior notice. Your Card and/or Card Number must not be used once your Card has been cancelled or suspended.
- 4.5 The Business is liable to us for all Card Transactions and Charges incurred on your Cardholder Account whether or not such Card Transactions are incurred in compliance with these Conditions of Use.
- 4.6 Your Card and Card Number must not be used for any illegal purpose.
- 4.7 Your Card must only be used with Suppliers who are in the merchant category codes specified by your Business.

# 5 The PIN, security devices and Payment Instruments

- 5.1 If requested by your Business to do so, we may permit your Card to be used by you to obtain cash advances. All such cash advances will be debited to your Cardholder Account.
- 5.2 Unless it has been agreed between the Bank and the Business that your needs require the issuing of a signature Card, you will be issued with a PIN for use with your Card.
- 5.3 The PIN will allow you to use PIN Management Services, make cash withdrawals from ATMs or at branch counters (where the relevant facility has been allowed by your Business) and use your Card to execute Card Transactions. This is a security measure, designed to protect against unauthorised access to each Cardholder Account. The PIN will only be known by each individual Cardholder and must not be revealed to anyone else or be known by any member of Bank staff. When you receive your PIN you can change it and select a PIN of your own choice through any of our ATMs. As a fraud prevention measure we restrict use of some numbers as PINs which are easily guessed.
- 5.4 You must use any security devices and Payment Instruments provided by us in accordance with any instructions that we give to you from time to time and you must take all reasonable steps to keep them safe. You must:
  - 5.4.1 not give or disclose details relating to any Cardholder Account to anyone else or allow anyone else to use them;
  - 5.4.2 not give or disclose details relating to any security devices or Payment Instruments to anyone else or allow anyone else to use them;
  - 5.4.3 not choose a PIN or any security details that are easy for someone else to guess;
  - 5.4.4 store all information relating to any Cards and any Cardholder Accounts safely and dispose of any information securely and permanently;
  - 5.4.5 inform us as soon as possible if you do not receive a Cardholder
    Statement or any other financial information that you are expecting
    to receive from us; and
  - 5.4.6 ensure that you protect your PIN by memorising it and destroying the written notification of the PIN as soon as possible after

receiving it and not writing your PIN or any security details on (or keeping them with) a Card or other financial documents. If you do write your PIN or any security details down, you must not write them in a recognisable way.

# **6** Card Transactions

- 6.1 Your Card or Card Number can be used to make or authorise payments to Suppliers who accept the Card (for example, a payment for goods or services supplied to you). The Card and PIN can be used in ATMs which accept the Card, when they are operating, to access PIN Management Services and to withdraw cash and to purchase currency or travellers' cheques from a travel bureau or other outlet providing similar services (only available where the cash advance facility is permitted by the Business according to condition 5.1.)
- 6.2 The authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction.
- 6.3 If you pre-authorise a future Card Transaction and the amount of the transaction is not known, we may reserve funds in the Cardholder Account for your Card if you consent to an exact amount of funds to be reserved. Reserved funds will be released when we are made aware of the amount of the Card Transaction.
- 6.4 We may refuse a Card Transaction. Reasons for this may include where:
  - 6.4.1 a Card Transaction might take you over any Cardholder Limit or other limit attached to the Business Account;
  - 6.4.2 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction; or
  - 6.4.3 the Card Transaction seems unusual when considering the way that the relevant Cardholder Account is normally used or we reasonably believe a Card Transaction may be fraudulent.

The Bank will not be responsible for any loss if the Bank does not allow a Card Transaction to be made. If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit.

- 6.5 A Card Transaction will be regarded as authorised by you where you or any other person authorise(s) the Card Transaction at the point of sale by following the instructions provided by the Supplier to authorise the Card Transaction, which includes:
  - 6.5.1 entering your PIN or providing any other security code;
  - 6.5.2 providing the CVV code to a Supplier;
  - 6.5.3 signing a sales voucher;
  - 6.5.4 waving or swiping the Card over a card reader;
  - 6.5.5 inserting the Card and entering your PIN to request a cash withdrawal at an ATM (where this facility has been allowed by the Business):
  - 6.5.6 where a Cardholder or User uses an Embedded Card to make a purchase through a Supplier; or
  - 6.5.7 making a request for a cash withdrawal at any bank counter or making a request to purchase currency or travellers' cheques from a travel bureau or other outlet providing similar services (where the cash advance facility has been allowed by the Business).
- 6.6 Once a Card Transaction is regarded as authorised by you in accordance with condition 6.5, such authorisation can only be withdrawn where you have instructed us to:
  - 6.6.1 carry out a Card Transaction on a future date; or
  - 6.6.2 carry out a series of recurring Card Transactions,

in which case, a Card Transaction can be cancelled by you by telling the Supplier, the other party that you have made the arrangement with or us, provided that you give notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.

6.7 By cancelling a recurring transaction arrangement you or your Business will have withdrawn authorisation for such future transactions. We may ask you for clarification of which Card Transaction you are stopping and/or, if appropriate, request written confirmation that authorisation to a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will need to contact the person to whom you make a regular payment if you want to cancel your arrangement with them, as we cannot do that for you. You will also need to tell anyone to whom you make regular payments if your Cardholder Account is closed or your Card Number changes, as otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not responsible for any loss or damage that you may suffer as a result.

- 6.8 If, on review of your Cardholder Statement, an item appears of which you have no record, you should contact Bank of Scotland plc, by telephone on 0800 096 4496 (if abroad +44 1908 544059) without undue delay and in any case within 13 months of the transaction date.
- 6.9 All Non Currency Card Transactions will be converted to the Currency and debited to the Cardholder Account. All Non Currency Card Transactions will be converted to the Currency at the Payment Scheme Exchange Rate on the day the Non Currency Card Transaction is debited to the Cardholder Account which may be after the day you carried out the Card Transaction. Any cash advances will be subject to a cash advance fee and if the non Currency cash is withdrawn or purchased it will also be subject to the Non Currency Card Transaction fee. The Non Currency Card Transaction fee as shown on the Website (which may be amended from time to time) is added to the converted Currency amount and this fee and the converted Currency amount will be shown on your Cardholder Statement. We will not be responsible where a currency conversion service is applied by a Supplier and the Supplier does not disclose any charges or the exchange rate to be used at the time of the transaction.
- 6.10 Where cash withdrawals are permitted, if your Card is used to withdraw cash from an ATM, there may be a handling charge and we will deduct from your Cardholder Account the amount dispensed (if applicable, converted in accordance with condition 6.9 above), and any handling charges payable.

### 7 OCMS

- 7.1 To access OCMS, you must agree to and comply with the online OCMS conditions of use. Upon enrolling for OCMS you must choose a user identification and a password. You agree that you will not engage in any unacceptable use of OCMS, including without limitation, the activities set out in condition 7.4.
- 7.2 OCMS may contain inaccuracies and typographical errors and you acknowledge and agree that OCMS, any related services and any information provided pursuant to OCMS will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.

### 7.3 You must:

- 7.3.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 7.3.2 ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
- 7.3.3 comply with all applicable security procedures (including any instructions the Bank gives you from time to time) and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that someone else may know them; and
- 7.3.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.

# 7.4 You must not:

- 7.4.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 7.4.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 7.4.3 use OCMS other than for the Business' business purposes;
- 7.4.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 7.4.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under these Conditions of Use or any copies thereof whether in the form of user guides or otherwise;
- 7.4.6 use accounts, account numbers or attempt to authorise transactions through accounts for which you do not have full authority to conduct such activities;
- 7.4.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 7.4.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;

- 7.4.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on OCMS;
- 7.4.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 7.4.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 7.4.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 7.4.13 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt OCMS or any network connected thereto; or
- 7.4.14 sub-licence, re-licence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 7.5 You acknowledge that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in these Conditions of Use gives you any right, title or interest in any such intellectual property.
- 7.6 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 7.7 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 7.8 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS, the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 7.9 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for your inability to use OCMS howsoever this arises.
- 7.10 The Bank may modify OCMS, suspend the availability of OCMS or terminate your right to use OCMS, at any time on reasonable grounds relating to:
  - 7.10.1 maintenance or enhancement:
  - 7.10.2 breach of security or breach by you of any of your obligations hereunder;
  - 7.10.3 your, or the Business's, failure to agree to any changes to the terms of use relating to the OCMS; or
  - 7.10.4 your, or the Business's, use, or attempted use, of the OCMS, in an unauthorised manner,

and whenever practicable the Bank will notify the Programme Administrator accordingly.

- 7.11 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 7.12 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of these Conditions of Use.

# 8 Statements

If there have been any Card Transactions or Charges on your Card details of all Card Transactions and Charges debited and all amounts credited to your Cardholder Account will be shown on your Cardholder Statement and available via OCMS. You must check your statement promptly on receipt to ensure that all Card Transactions are correct. In the event of any errors during the production or posting of the Card Transactions (including posting via OCMS), you may experience a delay in being able to view such Card Transactions.

### 9 Payment

# **Company Pay Facility:**

Your Business is liable to us for settlement of the amount shown in your Cardholder Statement and no payment is due from you to us.

### 10 Disputes and discrepancies

You should try to resolve any questions, problems, discrepancies or disputes concerning any item appearing on your Cardholder Statement directly with the relevant Supplier. If you are unable to resolve the issue please contact us immediately on 0800 096 4496 (24 hours) (if abroad +44 1908 544059) and we will take appropriate steps to provide the information you request or attempt to resolve your concern.

### 11 When we can stop the use of a Payment Instrument

- 11.1 We can stop the use of a Payment Instrument, or refuse to renew, replace or reissue a Payment Instrument, if it is reasonable for us to do so for reasons relating to:
  - 11.1.1 the security of the Payment Instrument;
  - 11.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
  - 11.1.3 a significantly increased risk that the Business will be unable to repay any credit line relating to the Payment Instrument; and/or
  - 11.1.4 our legal or regulatory obligations,

and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.

- 11.2 We will inform the Business as soon as is practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise the Business of any reasons, unless the law prevents us from doing so or it would undermine our security measures.
- 11.3 If you need to discuss the stop on a Payment Instrument with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Bank of Scotland Card Services, PO BOX 6061, Milton Keynes MK7 8LE.
- 11.4 Either you or the Business may at any time close the Cardholder Account if the Business pays to us all amounts outstanding on the Cardholder Account and destroys any Card issued for use with the Cardholder Account by cutting it into two through the chip and you may be required to return the Card to us.
- 11.5 Subject to any notice we are required by law to give you, we may close the Cardholder Account at any time; in particular, the Cardholder Account may be closed if you exceed the Cardholder Limit or the daily Card Transaction limit or the overall Card Transaction limit for the Cardholder Account, or if you for any reason cease to be employed by, or contracted to supply services to the Business.
- 11.6 If you cease for any reason to be an employee, agent or contractor of the Business you must cease to use the Card and the Cardholder Account and must destroy the Card (cut it into two through the chip) and you may be required to return the Card to us.

# 12 Charges

- 12.1 Your Business is liable for payment of all reasonable expenses incurred by us:
  - 12.1.1 resulting from your (or a User in the case of an Embedded Card only) use of the Card including expenses incurred as a result of any breach by you of these Conditions of Use; and
  - 12.1.2 in recovering any Cards which should have been destroyed and returned to us
- 12.2 We may debit from the Cardholder Account any Charges we may make for information or services you ask for (which we have not agreed to provide elsewhere in these Conditions of Use).

# 13 Suppliers

- 13.1 We are not liable if any bank, Supplier, terminal or other machine does not accept your Card or if a Supplier fails to disclose any surcharge for use of your Card.
- 13.2 If a Supplier is liable to refund a Card Transaction, we will only credit your Cardholder Account with the amount of the refund when we receive an appropriate voucher or satisfactory confirmation from that Supplier.

### 14 Our Service Promise

We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write or speak to your relationship manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

### 15 Lost or stolen Cards

- 15.1 If your Card is lost, stolen or the PIN becomes known to any person other than you, or the Card or the PIN are for any reason liable to misuse, you must notify the Bank without undue delay by telephone on 0800 096 4496 (this customer service helpline is available 24 hours a day seven days a week for lost or stolen Cards) (if abroad +44 1908 544059) so we can take steps to limit unauthorised use of the Cardholder Account. We may ask for written confirmation within seven days. Please always give your Cardholder Account number in such written confirmation. If a Card is subsequently found, it must not be used and must be destroyed (cut it into two through the chip) and you may be required to return it to us.
- 15.2 You will be required to assist us or our agents in the investigation of the loss, theft or possible misuse of your Card or the disclosure of the PIN, and in the recovery of your Card.
- 15.3 If we have stopped the use of your Card in accordance with condition 11 you will need to recover, destroy (cut it into two through the chip) or return all Cards issued to you. Following a request for return of a Card, it must be cut in two through the chip and promptly returned to us.

### 16 Data Protection

- 16.1 Your information will be held by Bank of Scotland plc which is part of the Lloyds Banking Group.
- 16.2 Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in Lloyds Banking Group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
- 16.3 We may ask you to provide physical forms of identity verification when you open your Cardholder Account.
- 16.4 Under the Data Protection Act 1998 (as amended and/or updated from time to time) ("the DPA") you have the right of access to your personal data. The DPA allows us to charge a fee of £10 (or Currency equivalent) for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
- 16.5 It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at http://business.bankofscotland.co.uk/business-home/legal/personal-and-business-data or you can ask us for a copy. By using your Card, you agree to your personal information being used in the ways we describe in our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

# 17 Changes to Conditions of Use

- 17.1 We may make changes to these Conditions of Use for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group. Your Programme Administrator(s) will be notified of the changes in writing by post or by email. Changes will then be notified to you via your Programme Administrator(s), who may direct you to the Website where details of the change are posted.
- 17.2 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving you any prior notice.

### 18 General

- 18.1 You must notify us of any change in name or address and, if we ask, confirm it in writing.
- 18.2 You consent to us providing any information referred to in the Conditions of Use on the Website.
  - Travel inconvenience benefits:

# Corporate MultiPay Card - policy summary:

As a holder of a Corporate MultiPay Card you have access to certain insurance benefits. This is a summary of the policy and does not contain the full terms and conditions of the cover. For full details of our terms and conditions, please visit www.bankofscotlandbusiness.co.uk where you can access them as a downloadable file

### Name of insurer:

Insured by certain underwriters of Lloyd's of London.

## Type of insurance and cover:

The Corporate MultiPay Card policy provides cover for you and up to three colleagues, when all are travelling together on a business journey outside the United Kingdom for up to 90 days duration. Cover is provided when the full cost of your business travel has been purchased with your Corporate MultiPay Card. Please note that this is not a full travel insurance policy.

# Significant features and benefits:

- Travel delay £25 per hour up to £300 compensation if your ship, aircraft or train is delayed by more than four hours.
- Delayed baggage £40 per hour up to £480 compensation if your luggage is delayed by the carrier by more than four hours.
- Hijack £30 per day up to £630 a benefit for each day of your trip that you are subject to a hijack.
- Legal expenses up to £2,500 cover for legal costs following your personal injury or death caused by a third party while you are on a trip.

### Significant and unusual exclusions or limitations:

- Your policy excludes some situations. These generally involve anything you already know about or that is caused by war, fraud or criminal or deliberate acts on your part. For full details of exclusions please visit www.bankofscotlandbusiness.co.uk, where you can access the policy booklet as a downloadable file.
- This coverage is only valid for travel undertaken on tickets where the full cost has been charged to your Corporate MultiPay Card.
- Excesses apply to certain benefits (an excess is the first part of a claim which is not covered by the insurance).

 Claims must be submitted no more than 30 days after the incident or loss occurs.

### **Duration of policy:**

The benefits under the policy are available as soon as you receive your Corporate MultiPay Card and will remain in force as long as you hold this card or until such time as a policy covering these card types is no longer provided by Bank of Scotland plc.

### **Cancellation rights:**

Access to benefits under this policy is provided free of charge by Bank of Scotland plc and can only be cancelled by them or International SOS

Assistance (UK) Limited. If you cancel your card, you will no longer be able to claim under the benefits of this policy.

### How to claim:

If you need to make a claim, please contact OSG by telephone on +353 1261 2002 or write to:

OSG Travel Claims Services P.O. Box 1086 Belfast, BT1 9ES United Kingdom.

### **Medical and Legal Advice:**

If you need medical or legal advice, please contact International SOS Assistance (UK) Ltd by telephone on +44 208 762 8146 or write to:

International SOS Assistance (UK) Ltd, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom.

### Complaints:

If for any reason you are not satisfied with the insurance service you may contact OSG Travel Claims Services at:

The Complaints Officer, OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES United Kingdom.

In the event that the matter remains unresolved, it may subsequently be referred to the Financial Ombudsman Service. Full details of the complaint address can be found in the insurance booklet.

### **Financial Services Compensation Scheme:**

International SOS Assistance (UK) Ltd is a member of the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.

# **Additional Information:**

Full details of the terms and conditions of this insurance are available on request from your Programme Administrator.

www.bank of scotland business.co.u

# Please contact us if you would like this in Braille, large print or on audio tape.

We accept calls via Text Relay.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service. Please remember we cannot guarantee security of messages sent by e-mail.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.