

# personal credit cards

terms and conditions



**M**ETRO  
BANK

Chiswick

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## a. entering into this **agreement**

### 1. Our agreement with you

- 1.1 Our agreement with you is set out in this document. It is only intended to cover the services that we provide for your personal use. We have a different credit card agreement if you are a business, club, society, association or other organisation.
- 1.2 No one else will have any rights under this agreement (except someone to whom any of your or our rights are transferred as mentioned in Term 2.1 or 2.2 or any third party within Term 31.3).
- 1.3 Some words in this agreement have a special meaning. Where these words are used, you can see what they mean by referring to the place where we have put them in **bold** (which is usually the place where we first use those words or the best place for clearly explaining their meaning). For example, the following words have special meanings:
- ‘additional cardholder’ — see Term 7.2;
  - ‘transaction’ — see Term 8.1;
  - ‘Metro Bank working day’ and ‘banking weekday’ — see Term 9.1;
  - ‘CRAs’ — see Term 18.1;
  - Information which we tell or notify you “personally”— see Term 10.5.

### 2. Transferring rights and obligations

- 2.1 You may not transfer any obligations or rights, benefits or interests under this agreement or in your credit card account, unless we say you can in writing. This does not affect any transfer that takes effect under the general law, for example, on your death.
- 2.2 We may transfer all or any of our obligations or rights under this agreement, but only to someone that we reasonably consider will treat you fairly and who is capable of performing our obligations under this agreement to the same standard that we do.
- 2.3 In this agreement references to “**we**” or “**us**” include our successors in business and transferees.

### 3. Law applying to this agreement

English law will decide any legal questions about this agreement and about our dealings with you. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.

### 4. How we are regulated

- 4.1 We accept deposits, lend money and offer other banking and financial services to our customers. For these services we are authorised by the Prudential Regulation Authority (‘PRA’) and regulated by the Financial Conduct Authority (‘FCA’) and the Prudential Regulation Authority (‘PRA’)

4.2 Our FCA Register number is 488982. To find out more about us, please see the FCA register at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or call the FCA on **020 7066 1000**.

## 5. Our company details and VAT number

5.1 Our company details are:

- we are a public limited company registered in England and Wales under company number 6419578.
- our registered office and our head office is at  
**One Southampton Row  
London, WC1B 5HA**

5.2 To find out more about our company, please see the website of the Registrar of Companies at [www.companieshouse.co.uk](http://www.companieshouse.co.uk) or call the Registrar on **0870 33 33 636**.

5.3 Our VAT number is 986 3042 96.

5.4 'Metrobank' is a registered trademark of Metro Bank PLC. You may not use or reproduce the Metrobank trademark or logo.

5.5 'MasterCard®' and 'SecureCode®' are registered trademarks of MasterCard International Incorporated.

## 6. How to contact us

6.1 **General:** please write to us at:  
**Metro Bank PLC  
One Southampton Row  
London, WC1B 5HA**  
Or call us on **0345 08 08 500**

6.2 To tell us of a change of name or address: please visit one of our stores or write to us at:

**Metro Bank PLC  
One Southampton Row  
London, WC1B 5HA**

6.3 Please call us on **0345 08 08 500** if you are in the UK; or **+44 20 3402 8312** if you are outside the UK, or come into one of our stores, if:

- you need to notify us of the loss, theft or likely misuse of your credit card or any of the other things mentioned in Term 28.1; or
- you wish to request that we allow a payment or replace your card;
- you wish to suspend our text and email messaging service; or
- you wish to question a potentially unauthorised or incorrect entry on your account.

6.4 We may monitor and record phone calls (please see Term 25.3).

## b. using your **credit card**

### 7. The credit card

7.1 We will issue you with a card for your use. We may agree to give or send you a card if you ask for one or to renew or replace your existing card. We will renew your card periodically and replace it when it is lost or stolen. All cards belong to us.

- 7.2 We can also issue a card and PIN to another person **(an ‘additional cardholder’)** if you ask us to. You can ask us in writing, over the telephone or by coming into a Metro Bank store. You are responsible for ensuring that any additional cardholder understands and complies with the terms of this agreement and any other written notices we send to you. You will be responsible for the acts or omissions of an additional cardholder as if they were your own. You can cancel additional cards, if you wish to, by writing to us. You can tell us that you want to cancel an additional card by telephone or by coming into a Metro Bank store but we will not give effect to this until you confirm it in writing.
- 7.3 Each card will require its own PIN. We will not reveal your PIN to anyone else. You can use your PIN with your credit card to enter into transactions. (The types of transactions you can enter into using your credit card are described in Term 8 below.) You can change your PIN at any time before the card’s expiry date or, if earlier, the date that we activate any replacement card that we give or send you. You can ask in any of our stores how to set or change the PIN for your card.
- 7.4 You or an additional cardholder can stop using a card at any time. You or the additional cardholder should immediately cut the card into at least two pieces through the magnetic strip and any Chip. You must let us know if this is done, as we can then cancel the card in our systems.

## 8. Entering into transactions

- 8.1 As long as your credit limit is not exceeded, you may use your credit card in the following ways, each of which is a **‘transaction’** for the purposes of this agreement:
- to pay for goods and services in person by presenting your card to a merchant who has agreed to accept the card and following their instructions to sign or enter a PIN;
  - to make payments by telephone, internet or post; and
  - to make cash withdrawals or balance transfers.
- Once we have authorised a transaction, the transaction cannot be cancelled or stopped. You agree that the amount of any transactions made using your credit card may be debited to your account, subject to the provisions of this agreement relating to fraud, loss or misuse of the card.
- 8.2 You must not go over your credit limit, use the card after its expiry date or after you receive notice that we have suspended the use of the card or ended this agreement. You must not use the card to carry out transactions for illegal purposes.
- 8.3 When you place an order over the internet with organisations that participate in the SecureCode (or any replacement) fraud prevention service, you may be invited to register for the service. If you do not do so, we may not authorise the payment for your order.

- 8.4 If you carry out any transaction on your account in a currency other than Pounds Sterling, we will convert that transaction into Pounds Sterling using the prevailing rate for the transaction which is set and provided to us by MasterCard. MasterCard's rates generally reflect either wholesale market rates or rates set by government bodies which are collected by MasterCard as part of its daily rate setting process. Please call us if you would like to find out the rate set and provided to us by MasterCard for any particular day.
- 8.5 Your monthly statement will include the relevant information about each transaction on your account. We will send your statement electronically to your online banking account, but you can ask us to send you paper statements at any time. We will send an email to your nominated email address to tell you when your statement is ready. If you ask us, we will send you an email to another email address chosen by you. Please see Term 6 for how to contact us.
- 8.6 You should check your statements when you get or access them and let us know as soon as you can if you think they include anything that appears wrong to you.

## 9. Our services

- 9.1 We are generally open for business 7 days a week and we will give reasonable notice through our website and/or in our stores if we are not going to be open on any particular day. A day on which we are open is a **'Metro Bank working day'**. Our stores are open on Metro Bank working days. However, some of the services we provide to you depend upon systems and services that are operated by other financial

institutions or organisations which are only open between certain hours on Monday to Friday (excluding bank or public holidays) – we call these **'banking weekdays'**.

### Online banking

- 9.2 Our online banking service in relation to your credit card allows you electronic access to information on your account and to request us to do certain things in relation to your account (for example, to ask us to send you a statement). You will need to log on, using your user ID and password, and provide other security information.
- 9.3 If you send us a secure electronic message through our online banking service, we will deal with it promptly. If we cannot do so, we will let you know when we will be able to deal with it. Once you request us to do something in an electronic message, we may not be able to stop or reverse what we are doing in response to your request if it is impracticable. You should not send electronic messages that require us to take urgent action or require immediate attention (for example, to report the loss, theft or misuse of your card, password or PIN). You should phone us on the number we set out under Term 6 or visit us in store.

### Telephone banking

- 9.4 Our telephone banking service in relation to your credit card allows you to receive information on your account and to request us to do certain things in relation to your account (for example, to ask us to send you a statement). You will need to satisfy the security procedures we have put in place to verify your identity before you can use the service. Under our telephone banking service you can:

- speak to one of our employees who deals with customer queries (a **‘Customer Service Representative’**), by calling us on **0345 08 08 500** (if in the UK)

or on **+44 20 3402 8312** (if outside the UK); or

Our lines are open 24 hours each day of the year. We have a reduced number of services available through our telephone banking service outside our normal store hours. Please ask us if you would like more information on this.

### **Text and email messaging**

- 9.5 You can register for one or more of the services provided under our text and email messaging service. You can do this at one of our stores, through our online banking service or by phoning us in the UK on **0345 08 08 500** or outside the UK on **+44 20 3402 8312**. You will be able to allocate one mobile phone number registered with a UK network and/ or one personal email address for your account. You can end any text and/or email messaging service at any time by notifying us. We may immediately suspend our text and/ or email messaging service if we reasonably suspect that your account information is not being received by you or that someone else is accessing your account information. If we do so, we will tell you personally. Our text and email messaging service is currently available only on banking weekdays.

### **ATMs**

- 9.6 We make available automatic cash machines at which you can access banking services using your credit card and PIN. Your credit card can be used in all of our ATMs. We will be responsible for any loss on your account which occurs as a result of a fault in one of our ATMs.
- 9.7 We may allow you to use your credit card in ATMs in or outside the UK which are operated by other banks if such machines display the MasterCard and/or LINK logos. We will advise you if you are able to use your card in these machines when you open your account. We may decide to stop, or impose limitations on, customers being able to use their cards in these ATMs in respect of particular types of account as a result of business or operational considerations. If we do this, we will endeavour to minimise the impact of this on the scope and convenience of the services we provide to you and, where possible, we will tell you what alternative arrangements we have been able to put in place. You are responsible for any charges made by other banks for using their ATMs. Unless it is our fault, we will not be responsible if you cannot use your card in an ATM operated by another bank.

## **c. our obligations and rights**

### **10. Contacting you**

- 10.1 We may contact you by using any contact details you have provided to us. We may want to contact you to tell you something about our services or the running of your account.

You should make sure that the arrangements for receiving mail at your address are safe.

- 10.2 If you do not want us to contact you by email, text message or through our online banking service, please let us know. We will try to contact you in the way you prefer, but there may be times where we will need to contact you by email, text message or through our online banking service.
- 10.3 You must tell us if your name or contact details change (please see Term 6.3 above). If you do not tell us, we will continue to use the details you last gave us. We will not be responsible if we fail to contact you because we are using the details you last gave us. We will also not be responsible if we send your statements or other private information to the wrong address; or (if you have registered for the text and email messaging service) to the wrong mobile phone number and/or email address, in either case using the details you last gave us.
- 10.4 We will correspond and communicate with you in English. This agreement is available only in English.
- 10.5 When we say that we tell you about a change or other matter **'personally'**, we mean that we tell you by post, email, secure electronic message, a message on your statement, or in any other way that will be sent or given to you specifically. We recommend that you save copies of electronic notifications for your records.

## 11. Suspending use of the credit card, and refusing transactions

- 11.1 You will not be able to use your existing card if we have stopped it (for example, where you have told us that the card has been lost or stolen). You will need to ask us to replace it.
- 11.2 We may suspend use of any card issued by us or delay or refuse to execute a particular transaction if:
- any of the events or reasons set out in Terms 32.8 or 33.3 occurs or applies;
  - we are required to do so to comply with the law or because a court or other authority tells us to act in that way;
  - you have significantly or persistently broken this agreement;
  - we reasonably think that there has been (or we suspect there has been) fraud or other suspicious activity involving your account(s);
  - we reasonably think that you have used or are using or obtaining, or may use or obtain, a service or money illegally, fraudulently or improperly or that someone else acting on your behalf may do so;
  - you have failed to pay any money you owe us when due or we reasonably think that there is a significantly increased risk that you may be unable to repay us what you owe; or
  - there has been a breach of security or we are uncertain whether an instruction has in fact been given by you (or someone on your behalf).



- 11.3 We may also delay or refuse to execute a particular transaction if:
- the payment instructions are not clear or you have not provided us with the correct details; or
  - we reasonably think that the execution of the transaction might cause us to breach a legal requirement or expose us to action from any government or regulator.
- 11.4 We may also refuse to execute credit card transactions carried out in a limited number of countries. We will tell you which countries if you ask us, or if you try to carry out a transaction there.
- 11.5 If we are going to suspend the use of your credit card or delay or refuse to execute a particular transaction, we will try to contact you immediately and will write to you at the earliest opportunity. (In addition, the merchant or ATM will tell you that the card has been declined.) We will tell you why we are taking this action and, if appropriate, what you can do to put things right. We will not contact you or provide reasons for our actions under this Term 11.5 if it would be unlawful to do so or if we reasonably consider that it would compromise our security procedures.
- 11.6 If you consider that the reason(s) which led us to take this action no longer apply, you can contact us to request that we allow the payment or use of the credit card (for example, by issuing you with a replacement card if we have not already done so).

## 12. Refunding transactions

- 12.1 Where your payee did not tell you the exact amount of a payment when you authorised it and the amount of the payment ends up exceeding the amount you could reasonably have expected to pay, we will correct it. We will refund your account with the full amount of the payment providing you ask for a refund within 8 weeks of the payment being charged to your credit card account. We will not make a refund if you have given consent directly to us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least 4 weeks before the payment is made from your account. You must provide us with any information we request which is reasonably required to allow us to check that the transaction is of a type described in this Term 12.
- 12.2 If you ask for a refund under this Term 12, we will either make it or provide you with our reasons for refusing to do so within 10 Metro Bank working days of either receiving your request or the information we may request under Term 12.1. If you do not accept the reasons for our refusal, you may take the matter further under the procedures described in Term 30.
- 12.3 You are not entitled to a refund under this Term 12 if the reason why the payment exceeded the amount you reasonably expected to pay is due to any change in the exchange rate applied to the payment in accordance with Term 8.4.

### **13. Fraud prevention**

- 13.1 We carry out checks on transactions on your account as part of our fraud prevention measures. We may contact you to say there is suspicious activity on your account, or we may leave a message to ask that you call us. If we ask, you must contact us as soon as possible.
- 13.2 We may take whatever action we consider appropriate to meet our obligations under general law relating to the prevention of fraud, money laundering and terrorist activity. We must also respect any restrictions imposed by the UK Government or by the international community on the provision of payment and other banking services to individuals or organisations currently included in any relevant sanctions or embargo list. This may involve us in investigating or intercepting payments into and out of your credit card account. We may also need to investigate the source of the funds, or the intended payee. This may delay our carrying out of your instructions. Where possible, we will advise you of the reasons for and likely length of any delay and you will not be treated as having defaulted on repayment as a result of such delay.
- 13.3 If we are not satisfied that a payment in or out of your credit card account is lawful, we may refuse to deal with it.

### **14. Reliance on security and other details to access your private information**

- 14.1 We will assume that we are dealing with you when:
- we are provided with your security details to access your private information or use the facilities we provide under our online or telephone banking service; or

- we send your account information to a mobile phone number or email address that you have registered with us under our text and email messaging service.

We are not responsible if we give someone else access to your private information or use of the facilities we provide you under our online or telephone banking services in reliance on his or her provision of your security details or if we send your account information to your registered mobile phone number or email address, unless we are at fault. It is essential for you to take proper care of your security and other details by following the precautions we recommend in Term 27, and to tell us of any changes in your contact details as explained in Term 10.3.

- 14.2 Term 14.1 does not affect our responsibility for unauthorised transactions under Term 29.

### **15. The information we may collect about you**

- 15.1 We may collect your private information in a number of ways in the course of our dealing with you or your application, operating your credit card account and liaising with credit reference agencies and fraud prevention agencies. Your private information includes all of your personal data, including any photograph that we take of you, together with any signature that we obtain from you, as part of our account opening process for identity verification purposes.
- 15.2 You must not give us private information about someone else (such as an additional cardholder) without first getting their consent for it to be used and disclosed in the ways described in Terms 17 to 22 (each inclusive). We will assume

that he or she has consented, although we may still ask for confirmation.

## **16. Our obligation to keep your information confidential**

16.1 We are obliged by law to keep your private information secure. We will not use or disclose your private information to anyone else, unless:

- we are allowed to do so under Terms 17 to 22 (each inclusive);
- you consent to such use or disclosure;
- we need to do so in order to collect money that you owe us or to perform services under this agreement;
- HM Revenue & Customs, the UK Financial Conduct Authority or other authorities (which in the UK or abroad) require it;
- we are required or permitted by law or the public interest;
- we are required to disclose it to third parties within Term 31.3 (in which case, we will ensure that they are subject to appropriate obligations of confidentiality and data security in relation to your private information); or
- it is required by others to investigate or prevent crime or terrorism.

We will take appropriate measures to ensure that your private information is processed securely and confidentially.

## **17. When we may use your information**

17.1 We may use your private information for any of the following purposes:

- providing you with services and notifying you about important changes or developments to those services;
- identity verification purposes;
- tracing your whereabouts;
- collecting money that you owe us;
- updating, consolidating and improving records;
- crime or terrorism detection, prevention and prosecution;
- responding to your enquiries and complaints;
- administering offers, competitions and promotions;
- evaluating the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services;
- assessing lending and insurance risks;
- identifying products and services that may be of interest to you;
- where we have your consent to do so, telling carefully selected third parties about you if we think that you may be interested in hearing from them about their products or services.

We may, from time to time, tell you of other ways in which your private information may be used by us.

17.2 We may contact you about our other services that we believe might be of interest to you. We may do this by post, by phone, by email or by text unless you have told us not to. The carefully selected third parties referred to in Term 17.1 may contact you about services they offer which they believe might be of interest to you where you have given your consent to this. You may notify us if you would prefer us not to make contact with marketing materials, or if you would prefer that we did not contact you by certain means (for example if you no longer consent to receiving marketing materials by text message, phone or email).

## **18. Credit reference agencies**

18.1 We will search your record at credit reference agencies ('CRAs') when considering your application. We may share your private information with CRAs to verify your identity and eligibility for a credit card account or as part of our fraud prevention measures. CRAs use information from a number of different public sources (for example, the Electoral Roll, County Court Judgements and bankruptcies), as well as information from other banks or lenders on how you manage your other banking or credit arrangements. When you apply for credit, we may use details of your credit history to assess your ability to meet your financial commitments.

18.2 CRAs will record details of your application and our search which will form part of your credit history. They will do this whether or not you proceed with your application. These details will be seen by other organisations that examine your record. Records relating to one or more of your partners may already be linked to your record and we may consider such 'associated' records when considering your application.

18.3 In Term 24.2, we outline what you should do if you get into financial difficulties. We will give you at least 28 calendar days' notice before we disclose information about any default (which is not being disputed) by you to the CRAs. We may give you this notice at the time we take formal action against you. This will give you at least 28 calendar days to try to repay or come to some other satisfactory arrangement with us before we pass your default information to the CRAs. If we do disclose your default information to the CRAs, this may affect your ability to obtain further credit.

18.4 If you ask us to provide a credit card to additional cardholders, an 'association' linking your financial records with those of your fellow applicant(s) may be created by the CRAs. This will be entered into each of your financial records until one of you successfully applies to the CRAs for a disassociation.

18.5 We will regularly update the CRAs with details of the status of your account (including the outstanding balance), whether you have made or missed your repayments, details of any defaults (Term 18.3 sets out when we will tell CRAs about defaults), any changes to your personal data and any special circumstances that apply to your account such as whether you have entered into an arrangement with your creditors. These details will be added to your record.

18.6 If you ask, we will tell you which CRAs we have used so you can get a copy of your details from them. The CRA will charge a fee for this information.

## 19. Crime prevention and debt recovery

### Crime prevention

- 19.1 We may exchange your private information (including copies of your identification, photographs, signature and any other personal data that we hold about you) with fraud prevention or law enforcement agencies and other organisations (including CRAs, other lenders and operators of card schemes) both within the UK and abroad. We may do this to assist with the investigation or prevention of crime or terrorism, to verify your identity or to meet our legal obligations.
- 19.2 If you give us false or inaccurate information and fraud is identified or suspected, details may be passed to fraud prevention agencies and/or CRAs. Law enforcement agencies may access and use this information.
- 19.3 We and other organisations may access and use your private information to prevent fraud and money laundering, for example, when:
- checking details on applications for credit and credit related or other facilities;
  - managing credit and credit related accounts or facilities;
  - recovering debts; or
  - checking details on proposals and claims for all types of insurance.

Please contact us at: **One Southampton Row  
London, WC1B 5HA** if you wish to receive details of the relevant fraud prevention agencies.

- 19.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies and/or CRAs.

### Debt recovery

- 19.5 We may exchange your private information (both within the UK and abroad) with debt recovery agencies and other organisations (including CRAs and other lenders). We may do this if we think this would help to recover money you owe us.

## 20. Transferring your information abroad

- 20.1 The UK and other countries in the EEA have similar standards of data protection laws for your private information. A third party within Term 31.3 may, in connection with the provision of our services to you, send your private information for processing to a country outside the EEA (for example, India) which does not have a similar standard of data protection laws to the UK. If this is to be the case, we will require such third parties to ensure that your private information is protected in accordance with the requirements of data protection laws in the UK.

## 21. Accessing and updating your information

- 21.1 Under data protection laws, you can make a written request for a copy of certain of the private information that we hold about you. We may require proof of identity before doing so. You can ask us to change your private information in order to keep it accurate and current (and please remember that it is your responsibility to advise us of any updates to your details, although we may check with you that everything is up to date from time to time).

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- 21.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide for our own internal security and business needs.
- 21.3 If we receive a request from another bank or financial institution to verify your identity for money laundering prevention purposes, we may provide this information without seeking your consent.

## **22. Credit decisions**

22.1 We are responsible lenders. We take into account your personal circumstances to establish whether to provide you with credit. To help us to do this, we may have regard to a process called 'credit scoring' used by us or CRAs. We or the relevant CRA take into account available information about you – such as your ability to repay, your credit history and stability factors such as how long you have lived at your present address. Points are allocated for each piece of relevant information. These points are then added up to produce a score. When your score reaches a certain level, we may use this together with other relevant factors to help determine whether we will agree to your application. If your score does not reach this level, then we may not do so or we may only agree to make limited facilities available to you. Additionally, we have policy rules to determine whether we will provide credit. These reflect our commercial experience and requirements. We make the decision whether or not to extend credit to you.

- 22.2 The points allocated under credit scoring are based on a thorough analysis of large numbers of repayment histories over many years of providing credit. This statistical analysis enables us or CRAs to identify characteristics that predict a likelihood of future performance. We believe it is fair and impartial, and helps to produce consistent decisions. It also helps us to determine the affordability of our facilities for you. We try to assess the impact that any borrowing you request may have on your overall financial well-being.
- 22.3 Every credit or loan application involves a certain level of repayment risk for a lender, no matter how reliable or responsible an applicant is. Credit scoring helps us to calculate the level of repayment risk for each applicant based on available information. If that level of risk is unacceptable for us, having regard to your credit score and other matters, we will decline the application. This simply means that based on the available information, we are not prepared to take the risk of granting the credit. We, like other lenders, are not obliged to accept an application. Different lenders have different lending policies and systems. This means that another lender may accept your application, even if we do not.
- 22.4 If we are unable to accept your application, we will tell you. If we can, we will also tell you the principal reason why we did not accept your application (and, if declined as a result of information received from a credit reference agency, we will provide you with details of the agency concerned). If your application is declined, we will not pass this information on to a CRA. You may contact us and ask us to reconsider our decision (please see Term 6). If you do, we will generally ask you to provide us with additional information that we need.

## 23. Changes to this agreement

- 23.1 We will notify you of your initial credit limit when we issue your card to you. Your initial limit will be equal to the limit you have requested or any lower limit which we think prudent based on credit scoring. We may change your credit limit at any time by giving you notice. We will not give you notice increasing your credit limit unless you have asked us to increase it. If we are reducing your credit limit (which may be a reduction to £0), our notice will normally specify a period of at least 60 calendar days before it comes into effect, but it may come into effect immediately if:
- you have asked us to reduce the credit limit; or
  - there has been an adverse change in your personal circumstances; or
  - we reasonably believe that a reduction in the credit limit is necessary to prevent you from owing us sums which you will be unable to repay comfortably; or
  - we are entitled to terminate this agreement under Term 33.

We will notify you when we issue your card of the maximum cash withdrawal per card per day. This may also be changed by us on the same basis as a change to your credit limits.

- 23.2 We may vary the other terms of this agreement from time to time on giving you not less than 30 calendar days' written notice. We may change these terms for any of the following reasons:
- to reflect a change in relevant law or the way we are regulated;

- to enable us to respond proportionately to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
- to enable us to give effect to any undertaking which we have given, or to respond proportionately to any undertaking given by another person, to one of our regulators;
- to enable us to respond proportionately to any relevant guidance or standards issued by the Lending Standards Board or similar body;
- to reflect changes in fraud prevention requirements or changes in payment methods;
- to reflect changes in technology or in our systems and procedures which has happened or is about to happen;
- to make any provision of this agreement clearer or fairer to you, or to correct any errors, omissions or inaccuracies; or
- to improve the services that we provide.

## 24. Not enforcing this agreement and when you are in financial difficulties

- 24.1 We may occasionally allow you extra time to perform your obligations under this agreement. For example, we may allow you more time to pay what you owe us, or otherwise decide not to strictly enforce our rights under this agreement. If we do this, it will just be a temporary measure and we may still enforce our rights strictly again at a later date.

24.2 If you are in financial difficulties, we have procedures and systems to deal with you sympathetically and positively. You are encouraged to contact us. If we think that you may be heading for financial difficulties, we may contact you.

## **d. your obligations and rights**

### **25. Contacting us**

25.1 Our contact details are set out in Term 6. We will only accept communications and instructions from you in English.

25.2 You can usually use our online banking and telephone banking services at any time but repairs, updates and routine maintenance on our systems and those of our suppliers may mean that particular services are slow or unavailable from time to time. We will try to warn you in advance, but it may not always be possible to do so.

25.3 We may monitor and record any phone calls with you to check we have carried out your instructions correctly, to resolve complaints, to help improve our service and to help prevent fraud or other crimes. In the interests of security, we may use CCTV recording equipment in and around our stores. Any recordings we make will belong to us.

### **26. Repayments**

26.1 You must pay us the minimum monthly payment on the date shown on your monthly account statement. The date will be at least 20 calendar days after the date of your statement. The minimum monthly payment will be 5% of the outstanding balance or £20, whichever is the greater, or the full outstanding balance if less than £20.

26.2 Any payment from you will be credited to your total outstanding balance once it has been received, cleared and processed by us. You may pay by one-off payment from your Metro Bank account or your account at another bank, or by bringing cash or a cheque into any Metro Bank store. It is your responsibility to allow sufficient time for any payment to be received, cleared and processed by the due date for payment. When a payment clears depends on how it was made and where it came from. Full details of how to make payments are available at any store or online. You can also call us to find out more information. You will not be held responsible if a payment is late because we failed to process it as soon as we received it. If at any time your account has a credit balance (for example, if you pay more than the outstanding balance on your account) we will not pay you any interest on the credit balance but will use it as a contribution towards future monthly payments unless you instruct us otherwise.

26.3 As soon as we ask you to, you must:

- repay any amount by which you have gone over your credit limit; and
- make any payment which you have failed to pay on time.

If you miss a minimum payment in any month (“month 1”), your statement for the next month (“month 2”) will show the minimum payment for month 2, the minimum payment you failed to make in month 1, any interest that we have applied to outstanding amounts.



- 26.4 If any taxes apply to you as a result of entering into this agreement you must pay them yourself.

## 27. **Important security information — taking care of your credit card account**

### **General precautions**

- 27.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your credit card and security details (including your PIN, security numbers or passwords), including those which allow you to use our online banking service, telephone banking service and text messaging service.
- 27.2 The general precautions you should take include (but are not limited to) never writing down your PIN and other security details in a way that is recognisable; and avoiding choosing a PIN or other security details that are easy to guess, such as your date of birth. You should not allow anyone else to have or use your card, PIN or other security details - even additional cardholders. You should keep card receipts and other information about your account containing personal details (such as statements) safe and dispose of them safely. You should change your PIN or other security details immediately and tell us as soon as possible if you know, or even suspect, that someone else knows your PIN or security details.
- 27.3 Until you tell us your credit card may be misused, you may be liable for any losses caused by the misuse of your credit card by someone who obtained it with your consent.

### **Online banking service**

- 27.4 You should keep your personal computer secure by using up-to-date anti-virus and anti-spyware software and a personal firewall. You should never access our online banking service from any computer connected to a network without first making sure that no-one else will be able to observe or copy your access details or get access to our online banking service pretending to be you. You should always access our online banking service by typing in our address to your web browser; we will never ask you to go to our online banking service from a link in an email.
- 27.5 If you use our online banking service outside the UK, you should check that this is permitted under local law. We are not responsible for any loss or damage that you may suffer as a result of your not being permitted to use our online banking service in another country.

### **Telephone banking service**

- 27.6 When you call us, we will ask you or our automated system will prompt you to confirm your identity using our current security procedures. We will never ask you and you will never be prompted for more than three letters or digits of your password. You should not, therefore, ever disclose more than three letters or digits of your password over the telephone, even if you are being asked by someone who tells you they are acting on our behalf.

### **Text and email messaging service**

27.7 You should tell us as soon as you can if:

- your mobile phone (registered with our text messaging service) is lost or stolen, or if you change its number; or
- if you change or no longer use the email address that you have registered with us.

You should never allow someone else to use your phone or personal computer that you would prefer did not see your account information.

### **Keep us informed**

27.8 You should tell us as soon as you can if you notice any errors on your account; experience any problems with our services; or otherwise become aware of any unauthorised transaction or failed or incorrect payment on your account. Term 6 tells you how to contact us if you need to.

### **28. Lost or stolen card**

28.1 You must tell us without undue delay if:

- your credit card, PIN or other security details are lost or stolen or likely to be misused;
- a replacement card is not received by you;
- you suspect that your account is being misused in any way; or
- you suspect that any detail of a transaction which appears on a monthly account statement is incorrect.

You should tell us by calling us on **0345 08 08 500** from the UK; or **+44 20 3402 8312** from outside the UK or come into one of our stores. Our lines are open 24 hours each day of the year.

28.2 If we ask you to do so, you must confirm what you tell us in writing within 7 calendar days, by writing to:

**Card Operations,  
Metro Bank PLC,  
One Southampton Row,  
London, WC1B 5HA.**

28.3 If you find your card after having called us to advise us of its loss, you must not use it again. You must destroy it by cutting it into two pieces through the magnetic stripe and any Chip.

## **e. if things go wrong**

### **29. Unauthorised transactions**

29.1 We will be responsible for any transaction that you did not authorise, unless we prove that Term 29.2 or 29.3 applies.

29.2 You will be responsible for any use of the card by a person who is acting as your agent, or who the law treats as acting as your agent.

29.3 You will also be responsible for any use of the card by a person who took possession of it with your consent. However, you will not be responsible for any use of the card by such a person:

- after you have notified us (see Terms 6.3 and 28.1) that the card is lost or stolen or that it may be misused; or

- where the card is used to pay for goods or services under a contract which is made without the parties being in each other's presence (e.g. where the contract is made over the telephone or internet).

### 30. What to do if you are not satisfied with our service

30.1 If you feel that we have not provided the standard of service you expect, or if we make a mistake, please let us know. If you have a complaint, we aim to resolve it as quickly as possible and to your complete satisfaction. The easiest ways to raise your complaint with us are simply to come into one of our stores or to give us a call on **0345 08 08 500** (or **+44 20 3402 8312** from outside the UK). Alternatively, if you would prefer to write to us, please address your letter to:

**Craig Donaldson**  
**Chief Executive**  
**Metro Bank PLC**  
**One Southampton Row**  
**London, WC1B 5HA.**

We will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 2 banking weekdays of receipt. We will aim to resolve your complaint at the earliest possible opportunity. If we are unable to resolve your complaint within 1 week, we will write and inform you that the investigation is not complete and the reason(s) for the delay. We will do the same if the investigation has not been completed within 2 weeks of receipt of your complaint. When the final decision has been reached, we will issue a final response letter to you. Upon receipt of this, or after 8 weeks from the date of complaint in

the unlikely event that it is still unresolved, you may refer your complaint to the Financial Ombudsman Service, who will then liaise with us on your behalf. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please raise your concerns with us first. You can contact the Financial Ombudsman Service by writing to them at:

**The Financial Ombudsman Service**  
**Exchange Tower**  
**London, E14 9SR**

Or, you can call them on **0300 123 9123**

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

**A full copy of our complaints procedure leaflet is available from your local store upon request.**

### 31. General liability

31.1 If we fail to perform our obligations under this agreement:

- as you are a personal customer, we will not be liable for any business losses or costs you suffer;
- we will not be liable for any losses or costs you suffer as a result of such failure and we shall not be in breach of this agreement, if we can prove that such failure was caused by:
  - abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary;

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- our compliance with European Union or UK laws or the requirements of any of our regulators; or
- our taking or failing to take any action in accordance with Term 13.

31.2 Nothing in this agreement excludes or limits either our liability for our own or our agent's fraud or your liability for your own fraud. We do not exclude or limit our liability for death or personal injury which is our fault.

31.3 We use third parties to help us provide our services to you. We are responsible to you for their acts or omissions as if they were our own. Such third parties do not accept any responsibility to you. You must not take any action against them to recover compensation or other remedy for any loss you may suffer as a result of any act or omission for which we are responsible. This Term 31.3 operates for the benefit of any such third party and is enforceable by them accordingly. These Terms may be changed or ended without requiring the consent of any such third party.

### **32. Combining accounts, refusing to act on your instructions**

32.1 This Term 32 sets out our right to combine or set-off any money you owe us with any money we owe you (for example, on a credit balance in one of your accounts with us). It also explains the circumstances in which we might exercise our right and the limitations on it.

32.2 If any money you owe us is overdue for payment, we may use any money in any of your accounts with us to reduce or repay what you owe us. We may make any required conversion of the currency of the money in an account into the currency of the sum you owe us using our then current exchange rates.

32.3 You should tell us if:

- anyone else has a right to any money in your account(s) (for example, if you are holding the money for someone else's benefit);
- the money in your account has been received from a government department or local authority for a specific purpose; or
- you are under a legal obligation to someone else to retain and deal with the money in your account in a particular way.

We will not exercise our right under Term 32.2 against the money in an account if we know that any of these circumstances apply or we are on notice of matters that reasonably suggest that they apply in relation to the account.

32.4 We will, as far as practicable, avoid exercising our right under Term 32.2 to reduce the balance in one of your accounts below the amount which we reasonably estimate is needed (a) to meet your essential living expenses; or (b) to pay debts whose non-payment might result in your imprisonment, loss of your home or essential goods and services (for example, mortgage or rent payments, utility bills, court fines, child support maintenance and council tax).

32.5 We may exercise our right under Term 32.2 by using money in accounts in your sole name or your joint accounts to pay anything you owe. We will, as far as practicable, refrain from using money in an account in joint names to pay anything you owe in your sole name under this agreement.

32.6 If we decide to exercise our right under Term 32.2, we will generally notify you personally (and anyone else entitled to the money to be used to reduce or repay what you owe us) at least 7 calendar days before doing so, unless we reasonably think that the money will be moved to prevent us. If we have not told you before we exercise our right, we will notify you personally (and anyone else entitled to the money) why and when we did so, and the amount taken from your account, as soon as possible after we exercise our right. We will use money in your accounts for the purposes of Term 32.2 only to the extent that we are permitted to do so by the terms and conditions that apply to those accounts.

32.7 From time to time we receive legal orders or notices to hold customers' money for someone else or to pay it to someone else. If this happens in relation to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and deduct amounts you owe us (whether on your credit card or otherwise), including any interest arising after the legal order or notice, unless we decide otherwise.

32.8 If:

- a petition for a bankruptcy order is presented against you; or
- you make a proposal to your creditors for a voluntary arrangement,

We may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your credit card account, unless you have previously obtained an appropriate court order; and/or we may set up a separate account(s) in your name to which any of your future payments will be credited.

### 33. Terminating our services

33.1 For any of the reasons set out in Term 33.3, we may:

- end this agreement after the expiry of any notice we are required to serve on you under the Consumer Credit Act 1974; or
- delay opening or decline to open a credit card account for you.

33.2 If we take any of the actions referred to in Term 33.1, we will:

- act in a manner we reasonably think is proportionate in the circumstances;
- take reasonable steps to reduce the inconvenience to you;

- tell you before doing so, if we are required to do so under the Consumer Credit Act 1974 or if (in any other case) we can reasonably do so; and
- in all cases, comply with any requirements or restrictions to which we are subject under general law.

33.3 The reasons referred to in Term 33.1 are that:

- we are required to take action under Term 33.1 to comply with the law or because a court or other authority tells us to act in that way;
- you have significantly or persistently broken this agreement;
- you are not eligible (or no longer eligible) for the credit card;
- we reasonably think there has been (or we suspect that there has been) fraud or other suspicious activity involving your credit card accounts;
- we reasonably think that you have used or are using or obtaining, or may use or obtain, a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so;
- you have not satisfied our anti-money laundering requirements;

- you have failed to pay any money you owe us when due or we reasonably think that there is a significantly increased risk that you may be unable to repay us what you owe;
- any of the events mentioned in Term 32.8 occurs;
- you die or become of unsound mind;
- we reasonably think such action is necessary to avoid our breach of any legal requirement or avoid action from any government, regulator or international body;
- you made any statement when applying for your credit card which is false or misleading in a material respect; or
- there has been a breach of security or we are uncertain whether an instruction has in fact been given by you.

## **f. ending this agreement**

### **34. How this agreement can be ended**

34.1 This agreement will continue until you or we end it.

34.2 You may end this agreement at any time by writing to us or phoning us or through our online banking service. Where you have not told us in writing, we may require confirmation in writing. If you end this agreement, you must repay all amounts that you owe us on your credit card. Interest will continue to accrue after the agreement is ended until you have paid the amounts you owe us.

- 34.3 We may end this agreement at any time after the expiry of any notice we are required to serve on you under the Consumer Credit Act 1974. You must pay all amounts that you owe us on your credit card within 28 calendar days of receiving our notice. Interest will continue to accrue after the agreement is ended until you have paid the amounts you owe us.
- 34.4 When this agreement ends, you must destroy the credit card by cutting it into two pieces through the magnetic stripe and any Chip, and you must ensure that any additional cardholders do the same.
- 34.5 When this agreement ends we must continue to comply with our obligations of confidentiality under Term 16 and we must continue to comply with any other obligations under this agreement that remain relevant and are still outstanding when this agreement ends.

# open early open late

**Monday – Friday** | 8:00am - 8:00pm

**Saturday** | 8:00am - 6:00pm

**Sunday** | 11:00am - 5:00pm

**Speak to a local person 24/7**

0345 08 08 500

[metrobankonline.co.uk](https://metrobankonline.co.uk)

[@MetroBank\\_Help](https://twitter.com/MetroBank_Help)



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