

our service relationship with  
**business customers**



Reading

**M**ETRO  
BANK

Crystal  
Mark  
21903  
Clarity approved by  
Plain English Campaign



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## 1. welcome to Metro Bank!

If you are reading this booklet, you will be applying for one or more accounts for your business finances. This agreement (which we also call terms and conditions) describes your responsibilities as well as ours, so that together we can make sure your account runs smoothly.

### 1.1 Special terms used throughout this document

In this agreement, we use certain terms that have a specific meaning. We highlight these below.

When we refer to 'you' or 'your', we mean one of our business customers. You may be:

- a corporate body (for example, a limited company or a limited liability partnership);
- an unincorporated body (for example, a partnership, club, society or charity);
- a sole trader; or
- any other person providing a service for others (including a personal representative or a trustee).

If an account is operated by more than one account operator or has more than one account holder, 'you' or 'your' refers to any one, both or all of you depending on the context.

'We', 'our' or 'us' means Metro Bank PLC, anyone who takes over our business or anyone we may transfer the business to.

The following terms also have the meanings given to them below.

- **'Account'** refers to any accounts that you hold with us to which this agreement applies. If you hold more than one account with us, when we refer to 'account' we are referring to all your accounts with us if the context applies.
- **'Account operators'** are individuals that are linked to your business account. These can be:
  - **authorised signatories**, who are the people who have permission to act on the account (you will choose the specific facilities they can use); or
  - **nominated people**, who are 'view only' people. This usually means they can only view the accounts online but not act on them.
- **'Bank days'** has the meaning given to it in term 1.3 below.
- **'Metro Bank working day'** is a day on which we are open for business (362 days a year).

### 1.2 Ways to contact us

There are several ways to contact us. You can come into any of our stores. You can also contact us in the following ways.

**Post** (at our registered and head office)

Metro Bank PLC  
One Southampton Row  
London WC1B 5HA

**Phone** (speak to a business customer service representative)

**UK** 0345 08 08 508

**Overseas** +44 20 3402 8316

We may monitor and record phone calls

**Online** Secure messaging through your internet banking. (Services may be slow or unavailable during maintenance and updates.)

#### Email

enquiries@metrobank.plc.uk

#### Mobile Banking

Use the **contact us** button in the app. (Services may be slow or unavailable during maintenance and updates.)

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

### 1.3 Some important information about this document

We are generally open for business seven days a week. However, some of the services we provide to you depend on systems and services that are operated by other financial institutions or organisations which are only open between certain hours Monday to Friday (not including bank or public holidays) – we call the days these institutions are open 'bank days.'

The following accounts are covered by this agreement.

- Business Bank Account
- Business Community Current Account
- Business Instant Access

- Business Fixed Term Deposits
- Commercial Current Account
- Client Premium Deposit Account
- Foreign Currency Accounts
- Notice Accounts
- Start-up/switcher
- Insolvency Practitioner Account
- Flexible Client Term Deposit Account

Other terms and conditions may also apply to these accounts and are highlighted in the Important Information Summary for the account, also called IIS. This agreement takes priority and we will make you aware of any other terms and conditions when you apply for an account or use any services.

As well as this agreement, general law applies to the accounts, services and facilities we provide to you, which may mean other rights and liabilities apply. For information about your rights and liabilities (responsibilities) under the general law, please contact your local authority Trading Standards Department or Citizens Advice.

When you apply for any of our accounts or services we will make various checks to assess whether you are eligible for the account or service, to check your identity and to prevent and detect crime and money laundering.

We can refuse to open an account for an existing customer or a potential customer.

We will only correspond and communicate with you in English. This agreement is available only in English. We will only accept communications and instructions from you in English.

You may ask us for a copy of your agreement with us at any time by contacting us.

#### 1.4 Cancellation

You may cancel this agreement within 14 calendar days beginning on:

- the date we open your account; and
- the date on which you received this document and any additional terms and conditions that make up this agreement, whichever is later.

Please see the section on how to contact us if you want to cancel. You do not need to give a reason for cancelling. We will give you all your money back together with any interest it has earned (if any is due to be paid) and, if you ask us to, help you to switch to a different bank account. If you have an overdraft, you must repay what you owe us. We will ignore any extra charges or notice periods that apply to your account, service or facility.

Your rights to cancel do not apply to any savings account where the rate of interest we will pay on your money is:

- fixed for a period after opening the account; or
- variable depending on movements in the financial markets outside our control during the 14-day period.

#### 1.5 Transferring rights and responsibilities

You may not transfer any responsibilities or rights, benefits or interests under this agreement or in your accounts or create any security over money in your accounts in favour of someone else. This does not affect any transfer that takes effect under the general law.

We may transfer all or any of our responsibilities or rights under this agreement, but only to someone who we reasonably consider will treat you fairly and who is capable of performing our responsibilities under this agreement to the same standard that we do.

#### 1.6 How we are regulated

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 and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

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 **0300 500 8082**.

#### 1.7 The Financial Services Compensation Scheme

Deposits held with us are covered by the Financial Services Compensation Scheme (FSCS) dependent on you being eligible. We will give you an information sheet and exclusions list every year.

For more information about the compensation provided by the FSCS, please see the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk).

#### 1.8 Law applying to this agreement

English law will apply to this agreement. If there are any disputes under this agreement and about our dealings, these disputes will be dealt with by the courts of England and Wales.

## 2. how we use the information we hold about you

We may collect information about you from time to time. Information about you may include details of your appointed account operators, your beneficial owners and directors, your transactions, how you use our services or any other information we reasonably ask for or collect through your use of our services. We may collect this information in a number of ways, for example, when dealing with your application, operating your accounts, providing services to you and contacting credit-reference agencies and fraud-prevention agencies.

By law we have to keep your personal information secure. Personal information includes any photograph that we may take of you or any signature that we get from you or the account operators as part of our account-opening process for the purposes of checking your identity. It also includes any other information relating to an individual from which the individual can be identified.

We will not release your personal information, or any other information about you, to anyone else without permission, unless:

- we need to do so to collect money that you owe us or to carry out services under this agreement;
- HM Revenue & Customs, the FCA or other authorities (whether in the UK or abroad) say we must;
- we have to or are allowed to under these terms and conditions, by law or if it is in the public interest;
- other organisations, such as the police, tell us to so they can investigate or prevent crime or terrorism; or
- it is necessary or desirable so that we can provide our services to you.

We may use information about you to:

- decide if a product or service is suitable for your needs;
- provide you with services and tell you about important changes or developments to those services;
- check your identity;
- trace your whereabouts;
- collect money that you owe us;
- update, bring together and improve records;
- detect, prevent and prosecute crime or terrorism;
- respond to your enquiries and complaints;
- deal with offers, competitions and promotions;
- evaluate the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services;

- assess lending and insurance risks;
- identify products, services and facilities that may interest you;
- check details of job applicants and employees;
- tell other carefully chosen organisations about you (if we have your permission to do so) if we think that you may be interested in hearing from them about their products and services; and
- make and keep copies of passports, driving licences or other identification evidence that you provide for our own security and business needs.

If we receive a request from another bank or financial institution to provide information about you for the purposes of preventing money laundering, we may provide this information without asking for your permission.

We may contact you about our other products and services that we believe might interest you. We may do this by post, by phone, by email or by text unless you have told us not to. Other organisations we have carefully chosen may contact you about products and services they offer which they believe might interest you if you have given your permission to this. You may tell us if you would prefer that we or they did not contact you with marketing materials, or if you would prefer that we or they did not contact you by certain means (for example if you no longer agree to receiving marketing messages by text message, phone or email).

## 2.1 Credit-reference agencies

We will search your record at companies called credit-reference agencies when considering your application. We may share your personal and company information with credit-reference agencies:

- to check your identity;
- to decide if you are eligible for an account, service or facility; or
- as part of our fraud-prevention measures.

Credit-reference agencies use information from a number of different public sources (for example, the electoral roll, county court judgments and bankruptcies), as well as information from other banks or lenders on how you manage your other banking or credit arrangements.

If you apply for one of our business current accounts or credit facilities, we may use details of your credit history to assess your ability to meet your financial commitments. Credit-reference agencies will record details of your application and our search will form part of your credit history. They will do this whether or not you go ahead with your application. These details will be seen by other organisations that examine your record. Records relating to one or more of your account operators may already be linked to your record and we may consider these 'associated' records when considering your application.

If your business gets into financial difficulties, we will give you at least 28 calendar days' notice before we release information about the financial difficulties (default), if you are not disputing the problem, to the credit-reference agencies. 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 money you owe or come to some other arrangement. If we do tell the credit-reference agencies about your financial difficulties, this may affect your ability to get credit in the future.

If you hold a business current account with us, we will regularly update the credit-reference agencies with details of the status of your account (including the balance of any overdraft), details of any defaults, any changes to your information and any special circumstances that apply to your account, such as whether you have entered into an arrangement with your creditors. We will add these details to your record. If you ask, we will tell you which credit-reference agencies we have used so you can get a copy of your details from them. The credit reference agency will charge a fee for this information.

## 2.2 Preventing crime and recovering debts

### Preventing crime

We may share information about you (including copies of your identification, photographs, signature and any other information that we hold about you) with fraud-prevention or law enforcement agencies and other organisations (including credit-reference agencies, other lenders and operators of card schemes) both within the UK and abroad. We may do

this to help investigate or prevent crime or terrorism, to check your identity or to meet our legal obligations.

If you, or an account operator, give us false or inaccurate information and we identify or suspect fraud, we may pass details to fraud-prevention agencies or credit reference agencies (or both). Law-enforcement agencies may also access and use this information. We and these other organisations may access and use information about you to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related accounts or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debts;
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

If you ask, we will provide you with details of the relevant fraud-prevention agencies. We and these other organisations may access and use the information recorded by fraud-prevention agencies or credit-reference agencies (or both) from other countries.

### Recovering debt

We may share information about you (both within the UK and abroad) with debt-recovery agencies and other organisations (including credit-reference agencies and other lenders). We may do this if we think this would help to recover money you owe us.

### 2.3 Transferring your personal information abroad

The UK and other countries in the EEA (European Union countries, Iceland, Norway and Liechtenstein) have similar standards of data-protection laws for your personal information. We may, in connection with providing our services to you, send your personal 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 the case, we will make sure they protect your personal information in line with the requirements of data-protection laws in the UK. We process international payments outside the UK through SWIFT (the worldwide payments system). When we do this, your personal information may be processed and stored abroad by other banks or financial institutions involved in completing the payment. Those banks and financial institutions may have to release the information to foreign authorities, including those outside the EEA (in which case your personal information may not be protected in line with the requirements of data-protection laws in the UK).

### 2.4 Accessing and updating your personal information

Under the Data Protection Act 1998, you can make a written request for a copy of some of the personal information that we hold about you. This is known as a 'subject access request' and we have 40 calendar days to respond. We may need proof of your identity before processing your request. If you cannot give us satisfactory proof of your identity, we have the right to refuse your request.

You can ask us to change any information we hold about you to keep it accurate and current. However, please remember that it is your responsibility to tell us about any updates to this information, which you can do by contacting us by post or phone using the contact details provided or by visiting one of our stores.

### 2.5 Credit scoring

We are responsible lenders. We take into account your personal and business circumstances to see whether we should open a business current account or lend to you. To help us to do this, we may use a process called 'credit scoring' used by us or credit-reference agencies. We or the relevant credit-reference agency take into account available information about you – such as your ability to repay, your credit history and factors such as how long you have lived at your present address. Points are allocated for each piece of relevant information and we then add up these points to produce a score. When your score reaches a certain level, we may use this together with other relevant factors to help decide whether we will agree to your application. If your score does not reach this level, we may agree your application or we may only agree to make limited facilities available to you.

We also have policy rules to decide whether we will open a business current account or lend to you. These policy rules reflect our commercial experience and requirements and help us make the decision whether or not to allow you to open an account or to lend to you. 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 allows us or credit-reference agencies 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 decide whether you can afford our facilities. We try to assess the effect that any borrowing you ask for may have on your overall financial wellbeing. 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 work out the level of repayment risk for each applicant based on available information. If that level of risk is unacceptable for us, having looked at your credit score and other factors, we will refuse your application. We do not have to accept an application. If we are unable to accept your application, we will tell you. If we can, we will also tell you the main reason why we did not accept your application.

If we refuse your application, we will not pass this information on to a credit-reference agency. You may contact us and ask us to reconsider our decision. If you do, we will generally ask you to give us the extra information that we need.

### 2.6 Collecting information about you on our website using cookies

We use cookies on our website to help provide you with the best possible online experience. Please read our security and privacy policy which you can find on our website for information about which cookies we use and what information we collect on our site.

### 2.7 Storing your information if you stop banking with us

Throughout your relationship with us, we will keep any information we collect about you (for example, how often you used your account). At the end of your relationship with us (for example, if you decide to close your account), we will keep your information for a set period, in line with our legal and regulatory requirements. Occasionally we may change the way in which we use your information. We will tell you in writing about any changes and allow you 30 calendar days to raise any objections before we make any change. If you have not given your permission for the change to be made, please be aware that it may affect the services we can provide to you and in some instances we may need to close your account (or accounts).

### 2.8 How to contact us about your personal information

You can contact us in writing about how we use your personal information by writing to the following address.

**Data Protection Officer Metro Bank PLC  
One Southampton Row  
London WC1B 5HA**

Or, you can email [dataprotectionofficer@metrobank.plc.uk](mailto:dataprotectionofficer@metrobank.plc.uk)

## 3. keeping you informed

### 3.1 Contacting you

We may contact you or your account operators by using any of the contact details you have given us. We may want to contact you or an account operator to tell you something

about our services or facilities or how you are running your accounts. If you do not want us to contact you by email, text message or through our internet banking service, please let us know. We will try to contact you in the way you prefer, but there may be times when we will need to contact you by email, text message or through our internet banking service.

You must tell us promptly if:

- your business name or trading name changes;
- your contact details change;
- any of your authorised signatories is no longer authorised by you to instruct us to make payments or withdrawals from your account;
- any of your nominated people is no longer authorised by you to view your accounts; or
- the identity, contact details or other information we hold about your account operators changes.

If you want to make a change to your account operators, you will need to complete and sign the necessary form in line with the account mandate.

We will not be responsible to you if we act or fail to act on any incorrect or out-of-date information about you because you have not given us your latest details. It is important to give us a correct email address and mobile number. You should make sure that the arrangements for receiving mail at your address are safe.

We may charge you if you do not provide up-to-date contact details and we have to pay costs in trying to find you.

### 3.2 Telling you about changes to our services

We are generally open for business seven days a week and we will give reasonable notice through our website or in our stores if we are not going to be open on any particular day. If we plan to close or move one of our stores, we will place notices in the relevant store and consider other ways of letting you know. Unless there are exceptional circumstances that mean we need to close a store immediately, we will do this at least 12 weeks before we close or move the store. We will also provide information on how we plan to continue to provide our services to you (for example, by letting you know the location of our nearest other store and cash machines).

We will give you similar notice if we have to make any significant changes to the services provided at, or the opening hours of, any of our stores.

### 3.3 Changing our rates

We provide information about our current interest rates on our website. You may phone us to find out about our current interest and exchange rates or ask at one of our stores. We may change our rates and we will tell you about these changes. We will not change a fixed rate on your account for the time we have agreed to keep it fixed.

#### Reference rates and foreign-exchange rates

If the interest rate we charge you is linked to a reference rate that is publicly available (for example the Bank of England bank rate) and that reference rate changes, we will adjust your interest rate to reflect those changes immediately, without giving you notice.

We may change our foreign-exchange rates immediately and without telling you beforehand. This will not affect any transaction that we have agreed to carry out at a set exchange rate. We work out our foreign-exchange rates using the rates supplied to us from time to time by our chosen supplier. The rates supplied reflect movements in foreign-exchange markets.

We provide information on our current variable interest rates on our website. You may phone us to find out about our current variable interest and exchange rates or ask at one of our stores. The card scheme (for example, Visa® or MasterCard®) will convert all card payments made in a currency other than sterling into sterling on the date it processes the transaction, using the exchange rate it uses for all sterling-based accounts, and a percentage commission which we set on the amount of the payment. (You can ask for details of the exchange rate.) This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by the card scheme after that date.

#### Changes to interest we pay you

Unless referred to below, if we are going to change a variable interest rate that we pay you on any account we will tell you personally at least 2 months before we do so. (However, if the change is to your benefit, we will tell you by publishing the new rates on our website at the earliest opportunity and in any event within three Metro Bank working days of making the change.)

If we are going to change the interest rate that we pay you on any type of instant access account in response to a Bank of England base rate change, in a way that is not to your benefit, we will tell you personally at least 14 calendar days before we do so.

If you are not happy with the change, you can (at any time up to one month from the date we tell you about the change) close or switch your account without paying any penalty or other charges.

If you have a business notice account, such as a 100-day notice account, which means either you or we need to give a certain period of notice before any changes to the account can be made, we will give you the promised notice before the changes comes into effect (for example, 100 calendar days' notice for a 100-day notice account). You can close or switch your account at any time during this notice period but must pay any penalty or other charges.

#### Overdrafts

Any overdraft fees and interest rates are variable and we can change these at any time. If a change is to your benefit, we may make the change immediately and give you notice afterwards. If the change is to your disadvantage, we will give you at least two months notice of the change.

## 4. individuals authorised to use your account

### 4.1 Account operators, authorised signatories and nominated people

We will ask you to identify the person or people you will authorise to use the facilities we provide and who you authorise to give instructions on your behalf under this agreement. We call these people 'account operators'. Each account operator can have different levels of access depending on the facilities that you want us to make available to the account operator concerned. The levels of access we offer are:

- authorised signatories (which is full access); and
- nominated people (which is view-only access).

Each account operator's access rights are shown in the mandate section of your account-opening form. Here you will be able to decide if we should issue that account operator with a debit card or any other payment instrument to use in connection with your account.

### 4.2 Rights of account operators and your responsibilities over them

An individual will not have any rights under this agreement in his or her capacity as an account operator. However, you will be responsible for their acts or failure to act in the same way as you would be responsible if you acted or failed to act in the same way. As a result, you should make your account operators aware of your responsibilities under this agreement and the conditions of this agreement that each account

operator must keep to. We will carry out checks in relation to account operators (for example, as part of our account-opening procedures). By entering into this agreement, you agree, on behalf of each account operator, for us to carry out these checks. You must make sure you can give this permission on behalf of each account operator before you enter into this agreement.

## 5. how your account works

### 5.1 Payments

#### 5.1.1 Making and receiving payments

In this section we explain the different ways to pay money into your account, including:

- when we show payments;
- when we pay interest (if any is payable) or use the money to reduce the interest you pay if you owe us money on your accounts; and
- when the money becomes available to you, as cleared funds, to make withdrawals or other payments out of your account.

We also explain how you can instruct us to make different types of payment, how long it will take us to complete the payment and, if you want to cancel a payment instruction, how and when you should do so.

When you instruct us to make a payment, or when an organisation or retailer asks for a payment from your account, the 'time of receipt' of your payment instruction is

the time we receive your payment instruction. However, if we receive your payment instruction after the cut-off time for the relevant type of payment or on a day on which we cannot make payments of that type (for example, because it is not a bank day), we will treat it as having been received on the next bank day. We will not begin to process it until that next bank day on which we can make payments of that type. Please see the IIS for your account for details about when different payments are processed and cut-off times for receiving instructions.

Our charges for making and receiving payments, and our other payment services, are also set out in the IIS for your account.

We only accept responsibility for payments into your account after we have received them. If we receive an electronic payment, we will apply the money to your account and make it available for you when we receive it. If you send us an instruction or cancel an instruction by post, we will not receive it until we open your letter. When you instruct us, we will make or authorise a payment from your account if there is enough money in this account or we agree to provide you with an overdraft to meet the payment. There may be a delay in carrying out your instructions while we carry out fraud-prevention checks.

We may also tell you about spending or other payment limits for transactions carried out using certain cards or other payment instruments or payment services.

### 5.1.2 Cash

#### Paying in and withdrawing cash

You can pay in or withdraw cash over the counter in any Metro Bank store. Cash paid in will be shown on your account and available for you to withdraw immediately. If interest is due to be paid, we will pay it on any cash deposited into your account on the same day as the cash is paid in or use the cash deposit to reduce the interest you pay to us (for example, on any overdraft). In some circumstances we may need extra identification to prove you own the account or are authorised to act on the account. We may need one bank day's notice for cash withdrawals over £1000.

We will take the cash withdrawals from your account immediately.

#### Foreign currencies

Please check your IIS to see if your account allows you to pay money into your account in a foreign currency.

You can use third-party services to pay in cash for you. You will need to apply for these third-party services and you should receive written notice that the application was successful and set up. When applying for third-party services you are agreeing to keep to their terms and conditions and any operational procedures and requirements that they may put in place. These may change. If that is the case, the third party should give you notice in writing. We are not responsible for any acts or failure to act made by these third party service providers. We are not responsible for any cash or item paid into your account until we have issued you a receipt for it.



### 5.1.3 Cheque payments

Cheques will be accepted into your account if they are made payable to the same name as on your account. If you have added a trading name to your business account with us, we will also accept cheques in your trading name.

The table below shows when you will be able to withdraw funds against a sterling cheque from a UK bank paid into your account.

Longer periods may apply in other cases, for example when paying in foreign cheques or if the bank is using extra fraud-prevention measures. If there is a bank holiday in the period, you will need to add an extra day for every bank holiday to the day shown in the table.

If it applies, interest will be paid from the next bank day following the day the cheque is paid into your account.

We will process cheques paid in after 6pm on a bank day as if they have been paid in the next day.

You may write a cheque on your account using a chequebook which we may give you if you ask for one. When you write a cheque on your account, the amount will normally come out of your account two bank days after the person or organisation you have written it to (the payee) pays it into their account. You should not future date cheques because this does not prevent the funds being taken from your account earlier if the payee pays in the cheque before that date.

Day Paid in	Day funds can be withdrawn
Monday	Friday
Tuesday	Monday of following week
Wednesday	Tuesday of following week
Thursday	Wednesday of following week
Friday	Thursday of following week
Saturday	Friday of following week
Sunday	Friday of following week

#### Unpaid cheques

Although the amount of a cheque may be shown in your account or included in your available balance (when you can draw against it), the paying bank may still refuse to pay it and return it to us (that is, the cheque may 'bounce').

Depending on the reason given for the cheque being unpaid, we will return it to you. The decision for an unpaid cheque deposit is decided by the paying bank. When a cheque is returned unpaid, it will usually happen three or four bank days after the cheque has been paid into your account.

If a cheque which has been paid into your account is later returned unpaid, we will normally be able to take the amount of the cheque from your account balance (or add it to your overdraft) until the end of the seventh bank day after the day the cheque was paid in. This means that you cannot normally be sure the money is yours until then. For example, if a cheque is paid into your account on a Monday, you will

not normally be sure the money is yours until the end of the Tuesday of the following week (or the end of the Wednesday if one of the days in-between is not a bank day).

If the cheque is returned unpaid before then, we will be entitled to take the money from your account balance (or add it to your overdraft), even if you have already withdrawn the money from your account. If taking the amount of an unpaid cheque would cause a debit balance to arise on one of your savings accounts, we may close your savings account and take the amount you owe from your current account.

#### Stopping a cheque

You can tell us to stop a cheque if you tell us before we are asked to pay it. We will need the cheque number, the amount, the date and the name of who it was made out to. We will charge you for this service.

#### Foreign cheques and currency

We have special arrangements for foreign cheques and currency. If you need more information, please contact us.

Unused cheques belong to us. You must destroy them or return them to us when you close your account. We may also ask you to destroy or return them to us, for example, in any of the situations in which we are entitled to close an account, or stop providing a service or facility we provide to you (see the section on ending our relationship). If you no longer need any unused cheques, please let us know. We will then stop any unused cheques in our systems and ask you to destroy or return them to us.

### 5.1.4 Making payments using your company debit card

If you open one of our business current accounts, we can issue you with a debit card which you can use to withdraw cash or make payments. Cards will be issued in accordance with your mandate. 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, stolen or damaged.

All cards belong to us. Each card will need a personal identification number (PIN) so that you can use your card. You can set the PIN yourself and must not reveal it to anyone else. We will not reveal your PIN to anyone else. If you want additional card holders, you must add them to your account and give them card privileges.

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 do this at any cash machine offering PIN change services. You can ask in any one of our stores how to set or change your PIN. Please see the section on keeping your account secure for more details about preventing your PIN from being known by others.

You can use your debit card to make payments wherever the MasterCard® symbol is displayed and to withdraw cash at MasterCard® and Link cash machines.

You can make 'contactless payments' where you see the MasterCard® Pay pass symbol. Contactless payments are transactions that can be made without entering your PIN. You will need to make a chip-and-PIN transaction at least once before making a contactless payment. For security

reasons you may be asked to enter your PIN when making a contactless transaction, just to make sure your card hasn't been stolen.

If you use your card to make purchases over the internet, you may be asked to provide extra security information to authenticate the payment. If you fail to provide the correct security information, your payment will be refused. We will never ask you for your card PIN, internet banking pin or internet banking password to authenticate a card payment over the internet. Please see the section on keeping your account safe for precautions you need to take when using internet banking and buying items over the internet.

By using any of your security codes, you are agreeing to the card payment. You cannot withdraw your permission to make a debit-card transaction after we have received it or if we have to complete the transaction under the rules of the relevant card issuer. However, the payee may make a refund if you ask for it.

Debit-card payments made in the UK will normally be taken from your account on the first bank day after a request from the payee's bank. If you make a debit-card transaction using a foreign currency, the amount will be converted to sterling at the exchange rate set by MasterCard®. Charges will apply for transactions made outside Europe.

We can also issue a card and PIN to someone who is authorised as an account operator (see the section on 'Individuals authorised to use your account'). We can only do this if you give that account operator sufficient rights in your account mandate. You can stop using a card issued

on your account at any time. You should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, as we can then cancel the card in our systems.

You will not be able to use an existing card if we have stopped the card (for example, after you have told us that the card has been lost or stolen). You will need to ask us to replace it.

You can set up a recurring card payment from your account, also known as a continuing payment authority. After you have set up a recurring card payment, the organisation or retailer due to receive the payment will ask us to authorise it. If we authorise the recurring card payment, it means we promise to pay the funds to the organisation or retailer. We will normally authorise the payment unless we decide to refuse to make the payment for one of the reasons set out in this document. The organisation or retailer may ask us to authorise the payment several days before the payment is due and, if we authorise the payment, we will immediately reduce the amount available on the account by the amount of the payment, even before the payment has been taken from the account.

If you set up a recurring card payment, you may be agreeing to pay the amount requested even though the amount was not known or set at the time you gave authorisation or if the amount of each payment varies.

Each time a recurring card payment is due, the payment will be made on the relevant future date sent to us by the organisation or retailer. If that date is not a bank day, the date for payment will be the next bank day. The time we receive the payment instruction will be the day before the day on which the payment is to be made.

If you want to cancel a recurring card payment, you must tell us by phoning us or by visiting one of our stores, before we have authorised the transaction. We recommend that, at the same time, you tell the organisation or retailer that you are cancelling a recurring card payment to them.

#### 5.1.5 Internal transfers

An internal transfer is when you transfer funds between your Metro Bank accounts.

#### 5.1.6 Faster payments

Faster payments may allow you to make a one-off payment or regular payments from your current account. They can be made at any time on any day. You can set up a standing order to make a regular payment from your current account. You can also set up payments to go out from your account to a payee on a future date. The payee's account needs to be set up to receive faster payments. There may be a maximum limit when making payments through this system. Faster payments are usually completed within two hours. However, they are not a guaranteed same-day payment. We need the following information to make a faster payment and can take up to 24 hours:

- the sort code and account number for the payee's account;
- the date the payment is to be taken from your account;
- the payee's name; and
- any reference identifying the payment (including a reference to you or the payee).

#### 5.1.7 BACS payments

You can make 'BACS payments' to pay your suppliers and other bills. BACS payments are limited to the Business Online Plus and Commercial Online Banking services and we will need to approve the BACS facility for you. Please speak to your relationship manager if you want to make BACS payments.

You can only send BACS payments online. BACS payments have cut-off times and processing times. These are shown in the terms and conditions for Business Online Plus and Commercial Online Banking. Please see term 6.5.

#### 5.1.8 Direct debits

A Direct Debit allows another organisation or retailer to collect money from your account. You can set up a Direct Debit from a current account. To set up the Direct Debit, you need to get a mandate (form) from the organisation or retailer. The payment will be taken from your account when we receive the request from the organisation's or retailer's bank for the payment.

You are protected by the Direct Debit Guarantee Scheme. Details are available at [www.thesmartwaytopay.co.uk](http://www.thesmartwaytopay.co.uk)

### 5.1.9 Standing orders

Standing orders are a way of paying bills and making other regular payments from your account. You may also receive regular payments this way (for example, customer payments). You can instruct us to make standing order payments in store, in writing or through our internet or telephone banking service. You tell us the individual, organisation or retailer you are paying, their account details, the amount to be paid and the payment dates. This may be for a set period or not. The amount stays the same until you tell us to change it. We will generally process standing orders as faster payments.

### 5.1.10 CHAPS and international payments

CHAPS are same-day payments to UK bank accounts. Instructions received before 2pm on a bank day will generally be in the bank of the person you are paying that working day. To make a CHAPS payment, you must give us the account name, sort code and account number of the person you are paying. We will pass your own account number to the person receiving the payment. Any payments received after 3pm will be in the bank of the person you are paying the next working day.

There is a charge for making a CHAPS payment. Please contact us for the latest charge. International payments to a payee's bank outside the UK are made by SWIFT. An international payment made in sterling or euro to an EEA country will be received into the payee's account on the bank day after the bank day we receive it. An international payment made in a different currency or to a country outside

the EEA will generally be received within four bank days after we process your instruction.

There is a charge for international transactions into and out of your account. Please contact us for the latest charges or have a look on our website. We will take our charges from your account when you instruct us to make an international payment or when you receive an international payment. When we make a foreign-currency payment, we will take the amount of the transaction from your account after converting it into sterling at our exchange rate at the time. We will convert international payments into or out of your account to sterling at the exchange rate which applies at the time of the transaction. SWIFT payments coming into your account will be covered by our exchange rate. We will then add the payment to your account. To make an international payment, you must give us the bank identifier code (BIC), international bank account number (IBAN) and the name and address of the payee. If you do not provide the correct details for a CHAPS or SWIFT payment, we cannot be responsible if the payment is not made. We will, if you tell us, make reasonable efforts to recover payments made with incorrect details.

Please contact us for details of charges for this service.

### 5.1.11 Cancelling a payment instruction

You can cancel future-dated payments, including internal transfers and standing orders, online up to 7.45pm the bank day before the payment is due. You can also ask in store to cancel these or by using our telephone banking service. So that we can complete this action for you, you need to let us know by 3.30pm the bank day before the payment is due.

If you want to cancel Direct Debits you can do so online, using our telephone banking service and in store. You should also tell the organisation or retailer which receives the Direct Debit.

Unless we say differently in these terms and conditions, you cannot generally cancel your instruction after the time we have received it or we are treated as receiving it in line with these terms.

### 5.1.12 When we may refuse to make a payment

We may refuse to make a payment or suspend or stop your use of a payment service. If we are going to refuse to make a payment or suspend or stop your use of a payment service, we will try to contact you or the account operator who instructed the payment. (For a card payment, the organisation, retailer or cash machine will also tell you that the card has been refused.) 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, if it would be unlawful to do so or if we reasonably consider that it would affect our security procedures. We may contact you if there are not enough funds in your account and ask you to pay-in or transfer more money so we can pay some or all of the payments.

If you consider that the reasons which led us to take this action no longer apply, you can contact us to ask that we allow the payment or use of the relevant payment service (for example, by issuing you with a replacement card if we have not already done so).

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 take off amounts you owe us. This will include any interest arising after the legal order or notice.

We may do one or both of the following. We may refuse to act on any instructions given by you or anyone else that involves making payments out of your account, unless you have an appropriate court order, or we may set up a separate account in your name which any of your future payments will be paid into, if:

- a petition is presented for a bankruptcy order to be made against you or (if there is more than one of you) any of you or your account holders;
- a resolution is passed for your voluntary winding-up or for the voluntary winding-up of one of your members, partners, trustees, shareholders or any people with equivalent status;
- a petition is presented for your winding-up or for the winding-up of any of your members, partners, trustees, shareholders or any people with equivalent status;
- an application for an administration order is presented against you or any of your members, partners, trustees, shareholders or any people with equivalent status;
- a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court in relation to you or any of your members, partners, trustees, shareholders or any people with equivalent status; or

- any other insolvency proceedings are started against you or any one of your members, partners, trustees, shareholders or any people with equivalent status.

### 5.1.13 Refunding pre-authorised payments

If the organisation or retailer you are paying did not tell you the exact amount of a payment when you authorised it and the amount of the payment ends up being more than 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 as long as you ask for a refund within eight weeks of the payment being charged to your account. We will not make a refund if you have given us direct permission for the particular payment to be made and, where appropriate, details of the payment are given to you or made available to you in any way at least four weeks before the payment is made from your account. You must give us any information we ask for which we reasonably need to allow us to check that the transaction is of a type described in this paragraph. If you ask for a refund, we will either make it or give you our reasons for refusing to do so within 10 Metro Bank working days of either receiving your request or the information we have asked to investigate the nature of the payment. If you do not accept the reasons for our refusal, you may take the matter further under the procedures described in the section 'When things go wrong'. You are not entitled to a refund if the reason why the payment was more than the amount you reasonably expected to pay is due to any change in the exchange rate applied to the payment.

## 5.2 Statements

Your account statements will contain the relevant information about each payment on your account. You can see your statements using our internet banking service. If you would like to receive paper statements sent to your address, please let us know. For most of our accounts you can opt for a monthly or yearly statement. However, we only provide yearly statements for certain accounts. When you open or close your account, we will provide or make a statement available. If you have chosen yearly statements and you have made at least one transaction in any particular month, we can provide you with a statement for that particular month.

## 5.3 Ways to bank with us

You can use our telephone banking, internet banking, mobile banking and cash machines at all times. However, occasionally we may carry out routine repairs and updates to our systems. This may mean that one or all of our systems will not be available for a short period. Some of the services we provide to you depend on other financial institutions or organisations which are only open between certain hours on bank days.

### 5.3.1 Telephone banking

For general enquiries, our UK Contact Centre is available 24 hours a day, seven days a week, 365 days a year. You can operate your accounts, make payments and give us instructions using our telephone banking service. Please call **0345 08 08 508** or, if you are calling from outside the UK, please dial **+44 20 3402 8316**

We may also monitor or record any communications between you and us, including phone calls. We will use this information to confirm your instructions to us and so that we can continually improve our service to you.

### 5.3.2 Internet banking

You can use the internet banking service to check your accounts and to make payments allowed by the terms and conditions of the account you hold. There may be limits on the amount you can pay out using the internet banking service depending on the account you hold. Please see your Important Information Summary. To use internet banking, you will need to log in using your 12-digit customer number, three digits from your eight-digit security number and the password you created when you registered. We may change the log-in process to make it easier to use or more secure.

### 5.3.3 Mobile banking

Our business mobile banking app is easy to use and allows you to manage your accounts securely in a place that suits you. The app allows you to access information about your accounts and to give certain instructions using your mobile phone.

To find out if your phone and operating system is supported, please visit [metrobankonline.co.uk](http://metrobankonline.co.uk).

The app is available to download from all UK accessible app stores.

If you download our business mobile banking app, we may ask for your permission to access your information. (for example, we may ask you for the location data of your

mobile phone) We continuously monitor the business mobile banking experience to make sure that we maintain an amazing level of service for our customers. However, there are some factors that are out of our control that may affect your mobile banking experience, for example:

- mobile network or Wi-Fi availability;
- the compatibility of your handset with the operating system; and
- our system maintenance.

### 5.3.4 Cash machines

You can access banking services using your debit card and PIN at our cash machines. You can use your debit card in all of our cash machines. We will be responsible for any loss on your account which happens as a result of a fault in one of our cash machines.

Withdrawals from our cash machines are free. However, you should be aware that there are some cash-machine owners in the UK who may charge for withdrawals. You are responsible for any charges made by other banks for using their cash machines. If you use one of these machines, the charge will be taken from your account. We may allow you to use your debit card in cash machines in or outside the UK which are operated by other banks if they display the MasterCard® or LINK logos. We will tell you if you can use your card in these machines when you open your account. We may decide to stop, or place limits on, using your card in these cash machines. If we do this, we will do our best to reduce, as far as possible, the effect on the services we

provide to you. Where possible, we will tell you what other arrangements we have been able to put in place.

If you withdraw money from MasterCard® cash machines abroad, we will convert the amount withdrawn into sterling. We take the cash withdrawals abroad from your account when we are told about the withdrawal by MasterCard®. There will be a maximum daily amount you can withdraw from cash machines.

Unless it is our fault, we will not be responsible if you cannot use your card in a cash machine operated by another bank.

## 6. keeping your **account secure**

You must tell us as soon as you can if:

- any card, PIN or other security details are lost or stolen; or
- you know or suspect that someone else has misused or tried to misuse any card or PIN associated with your account.

You should tell us by calling us on **0345 08 08 508** from the UK, or **+44 20 3402 8316** from outside the UK. Our lines are open 24 hours each day of the year.

If you find your card after having called us to tell us that it is lost, you must not use it again. You must destroy it by cutting it into two pieces through the magnetic stripe and any chip.

If you cannot find your card and do not believe it has been stolen, you can place a temporary block on your card using our mobile banking app. If you then find the card, you can

remove the temporary block on the mobile banking app. You can also cancel a card using our mobile app or when logged into internet banking.

### 6.1 Preventing fraud

To help protect you from fraud, our fraud-detection systems help us to identify any unusual transactions on your account. We may contact you to say there is suspicious activity on your account. If we leave a message for you to contact us, you must contact us as soon as possible. We have measures in place to prevent fraud, money laundering and terrorist activity. We must also respect any restrictions imposed by the UK Government or by the international community on providing 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 account. We may also need to investigate the source of the funds or the intended payee. This may delay carrying out your instructions or you receiving cleared funds. Where possible, we will tell you the reasons for and likely length of any delay.

If we are not satisfied that a payment in or out of your account meets the required legislation, we may refuse to process it.

### 6.2 Keeping your security information safe

You will be responsible for any instructions given by you, or anyone authorised to act on your behalf, from the time that you successfully pass through security to the time that you leave the relevant service. It is your responsibility, and that of

each cardholder, to make sure each cardholder keeps details of his or her card (or cards) and security details, including PINs, security numbers, access codes or passwords, safe and to make sure they cannot be used by anyone else or for fraudulent purposes. For example, you and each cardholder:

- must not reveal your security details to any other person;
- must not write down your PIN or other security details in a way that is recognisable;
- must not choose a PIN or other security details that are easy to guess, such as your date of birth or a sequence of numbers (in other words, 123456);
- must not allow anyone else to use your card, PIN or other security details – even someone sharing a joint account with you;
- must not respond to an email asking for your security details, even if it looks like the email is from us (we will never send you an email like this so you should report this to us at [phishing@metrobank.plc.uk](mailto:phishing@metrobank.plc.uk));
- must keep card receipts and any other documents or electronic records which contain confidential information about your account (such as statements) in a safe place which only you have access to;
- must get rid of all confidential documents (such as PIN notifications or reminders) safely by using, for example, a shredder;

- must tell us immediately if you know, or even suspect, that someone else knows your PIN or security details by calling us on **0345 08 08 508** from the UK or **+44 20 3402 8316** from abroad (our lines are open 24 hours a day);
- must tell us immediately using the telephone numbers above if you lose your debit card (if you find your card after calling us, you must not use the card again and should destroy it by cutting it into a least two pieces through the magnetic stripe and the chip); and
- should immediately cut the card into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, so we can cancel the card in our systems.

### 6.3 Telephone banking

When you call us, we will ask you to confirm your identity using our current security procedures. We will never ask you for more than three digits of your password. As a result, you should not ever reveal more than three letters or digits of your security number over the phone, even if you are being asked by someone who tells you they are acting on our behalf.

### 6.4 Internet banking

Protecting you when you are using internet banking is our priority. All our online systems are regularly tested and audited by independent security experts to make sure they are as secure as they can be.

We use the latest online security measures to make sure that your personal information and privacy stay safe. This means the following.

- We will ask you to confirm your identity using our current security procedures. We will never ask you for more than three digits of your password.
- All our websites are encrypted – next to the web address you will see a padlock icon showing that it is a secure connection.
- We show you when you last logged in to internet banking.
- Depending on the type of internet banking you have signed up for, payees are authenticated using a code on your mobile or via a code given from your hard token (a security device that is issued for Business Online Plus or Commercial Online Banking). If you receive a code sent to your mobile or you are requested to input a code from your token and you did not set up a new payee, do not enter the code into internet banking and contact us immediately.
- There are systems that will tell us if any of our customers have malware and we use this information to protect you.

To help us protect you when banking online, we recommend you follow the guidelines below.

- Install Trusteer Rapport to help protect you against malware, phishing and suspicious activity on your computer.

- Install anti-virus software and keep it up to date.
- Carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes.
- It is your responsibility to make sure that any information stored or shown on your device is kept secure.
- Never access our internet banking service from any computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details.
- If you access our online banking service from a public computer (for example in a cyber café), remember to log off from the online banking service and close the internet browser when you have finished using the service.
- You should always access our internet banking service by typing in our address to your web browser or using the links on our website. We will never ask you to access our internet banking service from a link in an email.
- You should never provide your internet banking details to anyone else, for example an account aggregation service. By providing your security details to an aggregation service, you will be breaking the terms and conditions and may be legally responsible for any unauthorised transactions that take place on your account.

- After initial registration to our internet banking service, we will never contact you asking for you to reveal or update your security details. If you receive a request like this, even if it appears to be from us, it is likely to be fraudulent and you must not supply your security details under any circumstances. You must report any requests like this to us immediately.
- Tell us as soon as you can if you notice something is wrong with your internet banking.

If you think someone else may have access to your account, or if you notice anything suspicious, please contact us immediately on **0345 08 08 508**. If you are calling from outside of the UK, please dial **+44 20 3402 8316**.

We may link to other websites which are not within our control. Once you have left our website, we cannot be responsible for the protection and privacy of any information which you provide. You should be careful and look at the privacy policy which applies to the website in question.

#### 6.5 Business Online Plus and Commercial Online banking

Business Online Plus and Commercial Online banking allow you to set limits and restrictions on the kinds of payments and actions that can be carried out by account operators. You will set these permissions in your mandate.

We will issue each account operator with a token. They will need this any time they want to act on your account.

Our Business Online Plus and Commercial Online banking services are covered by separate terms and conditions. Please ask your relationship manager or the Business and

Commercial Service Centres for more information or see our website.

#### 6.6 Mobile banking

When using our business mobile banking app, your mobile phone must meet any reasonable requirements that we may set. These include:

- setting a unique PIN to log in to the mobile banking app (remember to make sure this is different to the PIN you use to access your mobile);
- logging out of the application so that it closes the session each time you have finished using it;
- never storing any log-in details relating to your mobile banking on your mobile phone; and
- keeping your mobile phone software up to date with the latest security upgrades recommended for your manufacturer's device.

If you have misplaced your mobile phone or think your phone has been stolen, please visit your local store, send us a secure message through internet banking (if you are registered) or call us immediately on **0345 08 08 508**.

#### Mobile phone numbers and email addresses

You should tell us as soon as you can if:

- your mobile phone (registered with our mobile banking service) is lost or stolen, or if you change its number;
- your mobile phone is faulty and cannot make or receive calls or text messages; or

- you change or no longer use the email address that you have registered with us.

## 6.7 Ending our services

We may suspend, withdraw or restrict the use of our services if:

- we have reasonable grounds to suspect that your security details have been affected;
- we have reasonable grounds to suspect unauthorised or fraudulent activity; or
- we consider it appropriate for your protection.

We will contact you before taking this action and tell you the reasons for the withdrawal or restriction unless there is a legal reason or circumstances beyond our control that prevent us from doing this.

## 6.8 Telling us about problems early – let us know if something looks strange

You should monitor your account regularly using internet or mobile banking, or by checking your statements when you receive or access them.

You should tell us immediately 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.

If you become aware of any suspect or unusual transactions and fail to tell us as soon as you are able to, and in any event no later than 13 months after the date any transaction was taken from your account (or, in the case of a failed payment,

ought to have been taken from your account), it may affect your right to have the errors corrected. This may mean that we are not responsible for any loss or damage you suffer.

## 7. borrowing money on an overdraft

An overdraft allows you to borrow from us up to an agreed limit. We call this an agreed overdraft limit. You must apply for an agreed overdraft limit before you try to borrow any money. We are a responsible lender so will take a number of factors into consideration before agreeing to give you an agreed overdraft limit.

You should only use overdrafts for occasional borrowing. If you have an agreed overdraft limit, you should make regular payments into your account so that you reduce the amount you owe. Details of the interest and charges that apply to overdrafts are set out in the important information summary for current accounts. If your account is closed, we will work out the interest and fees due. You have to pay us this amount and also any overdraft which you owe us.

You are responsible for making sure that you have enough money in your account to make withdrawals and payments. Available funds are shown in mobile banking, internet banking, on your statement and at cash machines. This is the amount you can use to make payments out of your account each day. We work out available funds from the credit balance in your account plus the amount of any agreed overdraft limit less the amount of transactions we have authorised but not yet taken from your account.

It is your responsibility to make sure that there is enough money in your accounts. If you try to make a withdrawal or a payment out of your account when you don't have available funds, we may not allow the payment. In these circumstances, you must immediately pay money into your account to bring it into credit or within any agreed overdraft limit.

Increased fees and interest rates apply for unarranged overdrafts (also known as an instant overdraft) as set out in the important information summary for business current accounts. You must repay any overdraft when we demand. This means that we can reduce any agreed overdraft limit or ask you to repay all or part of your overdraft (and any charges) at any time. You can repay your overdraft or cancel your overdraft at any time.

## 8. appointing others to operate your accounts

In the mandate section of your account-opening form you can appoint 'account operators' to operate your account on your behalf. You can also specify what actions each of the account operators can carry out.

In certain circumstances, you may authorise someone else to operate your account by signing a power of attorney (we recommend you get independent legal advice before you do). This is not the same as appointing account operators. For powers of attorney, we will need to see the signed document, or a copy certified by someone we reasonably think appropriate, such as a solicitor.

If you authorise another person to operate your account, you will be responsible for their acts or failure to act as if they were your own. We will not be responsible for an act (or failure to act) of anyone you or the law authorises to operate your account, if we did not know or suspect they were acting dishonestly.

In certain circumstances, the law may require us to allow someone else to operate your account. In these circumstances, any third-party mandates or powers of attorney you have given may not be effective. We recommend you get independent legal advice on how to prepare for these circumstances. For security reasons, we may not make some services available to another person who is operating your account.

## 9. if something goes wrong

### 9.1 Transactions you didn't authorise

We will be responsible for any payment transaction that you did not authorise, unless:

- you have acted fraudulently;
- you allowed another person to use your card, PIN or other security details;
- you suspect your chequebook or cards have been stolen or lost (or intercepted before being delivered to you) and you deliberately or with gross negligence have not told us;

- you have revealed to someone else, or written down, your PIN number or other security details used for online, mobile and telephone banking;
- you didn't tell us that your mobile phone which is registered to mobile banking has been stolen;
- you allow someone else to use your mobile phone or personal computer;
- you change your mobile phone number, email address or other details which we use to contact you and do not update us;
- (in the case of a cheque) you failed to take reasonable care when writing the cheque; or
- you have entered the incorrect details when making a payment.

We will issue you with an immediate refund if you tell us that you did not authorise a payment transaction, unless the facts suggest that we may not be responsible for it and that it is appropriate for us to investigate the transaction further. We will investigate the transaction and decide as quickly as possible whether we are or may be responsible. You should tell us as soon as you notice any suspicious or unauthorised activity on your account in line with the section on 'Telling us about problems early' (term 6.8)

If we issue you with a refund, we will pay you the amount of the unauthorised transaction and any resulting interest and charges applied to your account. If we have investigated the transaction, we will make sure that you do not suffer any loss because of the delay in reaching our decision.

If we then prove that we are not in fact responsible for an unauthorised transaction, we will explain to you how we have reached this decision and we may take from your account the amount of any refund or other payment we have made to you.

## 9.2 Payment mistakes and fraudulent transactions

If we have made a payment incorrectly (against your instructions), we will restore your account to the position it would have been had the incorrect payment not been made. If the incorrect payment results in you being charged by the person receiving it, we will compensate you for the charges made.

When you give us an instruction to make a payment, we will rely on the unique identifier you provide. You are responsible for checking you give us the correct unique identifier, for example, a sort code and account number. For a euro payment, we will need an IBAN number.

If you pay cash or cheques into your account at one of our stores, we will take reasonable care to make sure that it or they are added up correctly, and to check whether there are any obvious forged notes or counterfeit coins. We will issue you with a receipt for the amount of cash or cheques that you have paid in. You should check the receipt carefully and let us know immediately if you think it is wrong. If you do not do this, it may affect our ability to correct any mistake that may have been made. We may then discover that your money or cheques have been added up incorrectly, or we have failed to spot a forged note or counterfeit coin. If we do so, we will adjust the amount we add to your account to reflect this. We will tell you about any adjustment.

If we are made aware that a payment into your account may be fraudulent or a mistake, we may take or recover this payment from you. This may happen even if:

- the funds are included in the balance of your account;
- you have used them to make a payment; or
- you have transferred or withdrawn all or part of the funds.

If the fraudulent or mistaken payment is paid into one of your savings accounts and taking out an amount would cause a debit balance to arise on that account, we may close your savings account and take from your current account or cash account an amount equal to the debit balance that would have arisen on the savings account. We may be entitled to make a charge if taking the payment from your business current account takes you over your overdraft limit – please see the IIS for your account. If you do not have a business current account with us, we will take from a separate account (which we will set up in your name) an amount equal to the debit balance that would have arisen on your savings account if we had taken the full amount from your savings account. We may then require you to immediately repay the debit balance on this separate account at any time.

## 9.3 Other organisations and our suppliers

We use other organisations to help us provide our services to you. We are responsible to you for their acts (or failure to act) as if they were our own. These organisations 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 failure to

act which we are responsible for. We may change or end this agreement without needing the permission of any other person.

For third-party services that we do not 'offer' such as merchant services, we can refer you to a preferred supplier. Any agreement that you enter into with that supplier is a contract made between you and the supplier. As a result, the supplier will provide terms and conditions, price lists and all services related to this contract. We will not be responsible to you for any acts or failure to act of that supplier.

## 9.4 Claiming back a loss from us

If you suffer a loss because of something we have done or failed to do, you will usually be entitled to claim back that loss from us. However, there are some exceptions where you will not be able to claim from us and they are as follows.

1. Loss of:
  - (a) business;
  - (a) profit;
  - (a) opportunity; and
  - (a) goodwill.
2. Loss where you have acted fraudulently or negligently.
3. Loss where you have given us details which are wrong or insufficient (for example, the wrong payee details).
4. Any loss we could not reasonably have predicted when you gave us an instruction.



## 10. if you run into financial difficulties

If you find yourself in financial difficulties, we have procedures to deal with you sympathetically and positively. Please contact us. If we think that your business, charity or organisation may be heading for financial difficulties, we may contact you.

We may occasionally allow you extra time to carry out your obligations. For example, we may allow you more time to pay what you owe us, or otherwise decide not to strictly enforce our rights.

If we do this, it will just be a temporary measure and we may still enforce our rights again at a later date.

Please see the section on credit-reference agencies for details about when and how we provide credit-reference agencies with information about customers.

### 10.1 Set-off

We can combine or set-off any money you owe us with or against any amount we may owe you (for example, use a credit balance in one of your accounts with us to pay off an amount you may owe in another account).

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. You should tell us if:

- anyone else has a right to any money in your account (for example, if you are holding the money for someone

else's benefit) or 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 hold and deal with the money in your account in a particular way.

We will not use our right against the money in an account if we know that any of these circumstances apply.

If we decide to offset funds, we will generally tell you personally (and anyone else entitled to the money to be used to reduce or repay what you owe us) at least 14 calendar days before doing so, unless we reasonably think that you may move the money to prevent us from doing this. If we have not told you before we do enforce our right, we will tell you (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 taking the funds.

## 11. changing this agreement

We will tell you personally about any changes to this agreement, by giving you at least two months' notice. This includes a change to our existing terms and conditions or introducing new terms and conditions under this agreement. (This does not apply to changes to our services and rates (term 3.2 or 3.3), where those terms will apply.)

If you are not happy with any changes that we plan to make, you can end this agreement immediately and without paying a charge. If you do not end this agreement before the

proposed changes take effect, we will consider that you have agreed to the changes. You will then have to keep to them from the time they take effect.

### 11.1 Transferring your account

We may transfer you from your existing account to another account we reasonably believe is appropriate for you if we are no longer offering your existing account. We will give you at least two months' notice. We will tell you about the main features of the new account. You can close your account within two months of it being converted, without any charge or interest being applied (if relevant) for doing so.

## 12. ending this agreement

We will be sorry to see you leave if you decide to close an account or stop using a Metro Bank service. However, if you do, the following will apply.

### 12.1 If you decide to close your account

You may end this agreement, close an account or stop receiving a service or other facility, at any time. You can end this agreement by writing to or emailing us or, in some situations, you can phone us.

If you have signed up to an account for a set period, you may have to pay charges if you end it early or withdraw your money early.

### 12.2 If we decide to suspend or stop providing our services

For any of the reasons set out below, we may:

- suspend, stop or reduce a service, facility or an account we provide;
- recall or not make a payment;
- refuse to follow, or ask for confirmation before following, an instruction;
- delay (or refuse) opening or closing your account; or
- delay (or refuse) withdrawals or payments to or from your account or paying you interest.

We may take any of this action for the following reasons:

- If we are required to take action to recover money you owe us (see the set-off section) to keep to the law or because a court or other authority tells us to act in that way.
- If you have significantly or persistently broken the terms set out in this agreement.
- If you are not eligible (or no longer eligible) for an account, service or facility.
- If we think that:
  - someone else may have rights over money in your account;
  - there has been fraud or other suspicious activity involving your account (or we suspect this is the case);

- a mistaken payment has been made to or from your account;
- there is a factual error in your payment instruction or your instruction is unclear or you have failed to provide the information we need to make the payment;
- security has been broken or we are uncertain whether an instruction has in fact been given by you (or someone on your behalf);
- you have used, are using or getting, or may use or get a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so; or
- we need to carry out that action so we avoid breaking any legal requirement or avoid action from any government, regulator or international body.
- If you have not met our anti-money laundering requirements.
- If you have failed to pay any money you owe us when due or, where we have lent money to you we think that there is a significantly increased risk that you may be unable to repay us what you owe.
- If a petition for a bankruptcy order is presented against you.
- If you make a proposal to your creditors for a voluntary arrangement.
- If you die or become of unsound mind.

- If you made any statement when applying to open an account which is false or misleading.
- If you are aggressive to our staff.

We may close an account, or stop providing a service or facility or end this agreement. We may do this immediately or (if we are taking this action because you have broken your obligations under this agreement) after the end of any notice that we have to serve you under the Consumer Credit Act 1974, as amended.

If we suspend a service or close an account, we will take reasonable steps to reduce the inconvenience to you. If we can, we will tell you before we suspend the service or close the account (giving you two months' notice). This does not include fixed-term accounts such as savings bonds where we won't give you any notice.

If we choose to close an account and you need to give us more than two months' notice to withdraw money so as not to pay charges, we will give you at least as much notice as the period you would have to give us. For example, if you must give three months notice to withdraw your money without charge, we must give you at least three months notice before we can close the account.

### 12.3 What you and we must do when our relationship ends

When our agreement with you ends, or we close an account or stop providing a service or facility covered by it, you must:

- repay any money you owe us; and
- destroy anything you hold that belongs to us (such as cards or unused cheques).

If, after your account is closed, we pay any cheques you have issued or card transactions you have made or any charges relating to them, we will use money in your accounts to cover these transactions.

When this agreement ends, or we close an account or stop providing a service or facility covered by it, we must:

- promptly repay any money we owe you (after taking off of any money you owe us) in line with your instructions; and
- continue to keep to our obligations of confidentiality; and
- help you switch to a different account or bank.

## 13. what to do if you are not satisfied with our service

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 deal with it as quickly as possible and to your satisfaction. The easiest way to raise your complaint with us is to simply come into one of our stores or to give us a call on **0345 08 08 500** (or **+44 20 3402 8312** from overseas). Or, 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 do our best to sort out your complaint immediately. If this is not possible, we acknowledge your complaint within five banking days of receiving it. We will aim to deal with your complaint as soon as we can. If we cannot sort out your complaint within five banking days, we will write and let you know that the investigation is not complete yet. We will do the same if the investigation has not completed within four weeks of receiving your complaint. When the final decision has been reached, we will issue a final response letter to you.

When you receive this, or after eight weeks from the date of your complaint in the unlikely event that it is still not sorted out, you may refer your complaint to the Financial Ombudsman Service. They will then contact us on your behalf. The Financial Ombudsman Service will only consider your complaint once you have tried to sort it out 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. You can ask us for a full copy of our complaints procedure leaflet at your local store.

# 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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