



Our Service Relationship with our Business Customers

This is
Relationship Banking

TERMS AND CONDITIONS

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.
- **'Account Initiation Service Provider'** refers to a type of regulated business who you can authorise to access and collate information regarding your accounts with different providers and display it in the same place (for example, via an app or a website)
- **'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.
- **'Payment Initiation Service Provider'** refers to a type of regulated business who you can authorise to initiate payments to third parties directly from your Account (without using your debit or credit card details).
- **'Third Party Payment Service Provider'** means either an Account Initiation Provider or a Payment Initiation Provider authorised by you.

TERMS AND CONDITIONS (*continued*)

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

Call charges might apply – check with your service provider.

We may monitor and record phone calls.

Online

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

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 only open between certain hours Monday to Friday (not including bank or public holidays) – we call the days these institutions are open 'bank days.' All of our business current and savings accounts are covered by this agreement. Other terms and conditions may also apply to these accounts and are highlighted in the Important Information Summary for the account, also called IIS. In the event of an inconsistency between the IIS and this agreement, the IIS 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 using the contact details provided or by visiting our website.

TERMS AND CONDITIONS (*continued*)

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 take 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 <https://register.fca.org.uk> 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.

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.

TERMS AND CONDITIONS (*continued*)

2. DATA PRIVACY AND YOUR PERSONAL INFORMATION

For more information on how we process your personal data, please visit our website Privacy Notice at www.metrobankonline.co.uk/about-us/privacy-and-security/

3. KEEPING YOU INFORMED

3.1 Keeping in contact

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 are no longer authorised by you to instruct us to make payments or withdrawals from your account;
- any of your nominated people are no longer authorised by you to view your accounts;
- you become resident for tax purposes anywhere other than United Kingdom; 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.

You must also tell us promptly of any changes to your business, including:

- changes to your place of incorporation or where you do a material part of your business
- changes in ownership or management of your business (for example, changes to directors, partners, controlling person(s) or ultimate beneficial owners)
- changes to your business structure
- changes to the industry type from its origin
- a change to your address as notified to HMRC from time to time for the purposes of tax reporting and administration
- a change to your registered address.

TERMS AND CONDITIONS *(continued)*

3.2 Telling you about changes to our services

We are generally open for business on Metro Bank working days 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, 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 contact us to 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

If we are going to reduce a variable interest rate that we pay you on any current or savings account, and you have more than £100 in that account, we will tell you personally 14 days before we do so.

If you are not happy with the change, you can at any time up to 30 days from the date we tell you about the change, close or switch your account without paying any penalty or other charges. If you do not do so, we will consider that you have agreed to it.

TERMS AND CONDITIONS (*continued*)

If you have a notice account and we notify you of a reduction to your variable interest rate, you can close or switch out your account with immediate effect within the 14 day notification period. You can close or switch out your account with immediate effect following the rate reduction, for the time period matching the notice requirement on your account, e.g. 95 day notice account holders can close or switch out with immediate effect within 95 days of the rate reduction.

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 working days of making the change.

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 levels of access depending on the facilities that you want us to make available to the account operator

- 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.

TERMS AND CONDITIONS (*continued*)

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 days' notice for cash withdrawals over £1000.

TERMS AND CONDITIONS (*continued*)

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 thirdparty 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.

Day Paid in	Day Fund 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

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.

TERMS AND CONDITIONS (*continued*)

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.

Cheque imaging

We may, on occasion, process cheques paid into your account via our cheque imaging system. If we do, the funds will be available for withdrawal sooner than as set out in the table above. If they are deposited before 6pm on a bank day they will be shown in your account by 11.59pm the next bank day. However, we cannot and do not guarantee when the cheque imaging service will be used. You should therefore assume that cheques will be available in the timeframes set out above unless we tell you that we will process the cheque using our cheque imaging system.

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.

TERMS AND CONDITIONS (*continued*)

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 (up to the limit we set) 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 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.

TERMS AND CONDITIONS (*continued*)

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.

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;
- payment amount (if unknown); and
- any reference identifying the payment (including a reference to you or the payee).

TERMS AND CONDITIONS (*continued*)

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. We will provide you with a document detailing these during the account-opening process.

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 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 4.30pm on a bank day will generally mean the payment will be made to the bank account of the person you are paying that bank day. Any payments received after 4.30pm on a bank day will be in the bank account of the person you are paying the next bank 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.

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 your instruction. An international payment made in a different currency or outside the EEA will generally be received within four bank days after we process your instruction. If you choose to send your international payments through Metro Bank, we will use our international banking relationships to ensure that your payments are sent using our most efficient route to the payee's bank, which will seek to utilise the FX rates applicable when conversion to the currency of that country occurs. Please contact us if you want an estimate of when the payment will be received.

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.

TERMS AND CONDITIONS (*continued*)

When we make a foreign currency payment, we will take the amount of the transaction from your account using the rate you have approved. We will then process the payment from 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.

You will pay our fees and charges (plus VAT if applicable) as displayed at the time of making your payment.

5.1.11 Cancelling a payment instruction

Other than for foreign exchange transactions, 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 provided you do so 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 (please see the section on making and receiving payments for further information on timing of receipt of instructions).

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.

TERMS AND CONDITIONS (*continued*)

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 windingup 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 and print 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 will provide you with a statement for that particular month.

TERMS AND CONDITIONS *(continued)*

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

You can operate your accounts, make payments and give us instructions using our telephone banking service. You can call our UK Based contact centre, Monday to Friday from 9am to 6pm on **0345 08 08 500** or, if you are calling from outside the UK, please dial **+44 20 3402 8312**. To report fraud or a scam, you can call us on **0345 08 08 509**, 24/7. Call charges might apply – check with your service provider.

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 IIS. To use internet banking, you will need to log in using your 12-digit security number, your internet banking password and possible additional verification. 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**

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 the desired 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.

TERMS AND CONDITIONS (*continued*)

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 organisations 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, or may try to misuse any card or PIN associated with your account.

You should tell us by calling us on **0345 08 08 500** 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. Call charges might apply – check with your service provider.

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 Third Party Payment Service Providers

Third Party Payment Service Providers can offer you alternative ways of interacting with us, however before sharing your security details with a Third Party Payment Service Provider you should make sure that they are genuine. Genuine Third Party Service Providers are regulated and authorised or registered by the FCA or an equivalent European regulator.

TERMS AND CONDITIONS (*continued*)

For the avoidance of doubt, we will be not be responsible for any payment transactions or other fraudulent activity carried out as a result of you sharing your security details with someone who is not a genuine Third Party Service Provider.

6.2 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 receive 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.

6.3 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 (other than to a Third Party Payment Service Provider);
- 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);
- 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 (or a Third Party Payment Service Provider) have access to;
- must get rid of all confidential documents (such as PIN notifications or reminders) safely by using, for example, a shredder;

TERMS AND CONDITIONS *(continued)*

- 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 08 500** from the UK or **+44 20 3402 8316** from abroad (our lines are open 24 hours a day). Call charges might apply – check with your service provider.
- 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 at 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.

6.4 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.

6.5 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.

6.6 If we know or suspect that fraud has been carried out on your Account

If we know or suspect that fraud has been carried out on your account, or that your security details may have been compromised we will take necessary action on your Account and seek to contact you.

For the avoidance of doubt, we will never:

- Phone you to ask for your 4-digit card PIN or your online banking password, even by tapping them into the telephone keypad.
- Ask you to withdraw money to hand over to us for safe-keeping.
- Ask you to transfer money to a new account for fraud reasons, even if we say it is in your name.
- Send someone to your home to collect your cash, PIN, payment card or cheque book if you are a victim of fraud.
- Ask you to purchase goods using your card and then hand them over to us for safe-keeping.

If you are given any of these instructions, it is a fraudulent approach. Hang up, wait five minutes to clear the line, or where possible use a different phone line, then call us on **0345 08 08 500** to report the fraud. Call charges might apply – check with your service provider.

TERMS AND CONDITIONS (*continued*)

If you don't have another telephone to use, call someone you know first to make sure the telephone line is free.

We will also never ask you to check the number showing on your telephone display matches their registered telephone number. The display cannot be trusted, as the number showing can be altered by the caller.

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 to (Business Online Plus or Commercial Online Banking), we may send you a code on your mobile or use a security device to authenticate certain actions. If you receive a code sent to your mobile or you are requested to authenticate using your security device and you did not set up a new payee, do not proceed 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 appropriate fraud/malware/phishing protection 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. If you click "trust browser" on a public computer, security credentials could be compromised.
- 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 (unless you have checked that they are an FCA regulated Third Party Payment Service Provider).

TERMS AND CONDITIONS (*continued*)

- After initial registration to our internet banking service, we will never contact you asking for you to reveal 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 08 500**. If you are calling from outside of the UK, please dial **+44 20 3402 8316**. Call charges might apply – check with your service provider.

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

6.7 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 security device. 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.

6.8 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 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 that are unencrypted or otherwise accessible to anyone else; 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 08 500.

TERMS AND CONDITIONS (*continued*)

6.9 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;
- you change or no longer use the email address that you have registered with us.

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;
- 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.

7.1 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, the date when 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.

8. 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.

TERMS AND CONDITIONS (*continued*)

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.

9. 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.

10. IF SOMETHING GOES WRONG

10.1 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 (other than a Third Party Payment Service Provider) 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;

TERMS AND CONDITIONS (*continued*)

- you have revealed to someone else (other than a Third Party Payment Services Provider), 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 7.1).

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 (or credit you for any interest that would have been due to you). 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.

10.2 Payment mistakes, late payments 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.

If we have made a payment late, we will contact the operator of the payee's account to request that the relevant funds are credited to the payee's account no later than the date on which the funds would have been credited to the payee's account had the payment been made on time.

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 provide us with an incorrect unique identifier we will not be responsible for refunding the incorrect payment, relevant funds on your behalf. If we are unsuccessful in recovering the relevant funds we will (on written request) provide you with all of the available relevant information we possess in order for you to attempt to reclaim the payment yourself.

TERMS AND CONDITIONS (*continued*)

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 our 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.

10.3 Authorised Push Payment Scams

An 'Authorised Push Payment' scam (or an 'APP Scam') happens where either:

- you mean to make an electronic payment in pounds sterling from your account to a specific person, but you are tricked into sending the payment to someone else, or
- you made an electronic payment in pounds sterling to someone for what you thought was a genuine purpose, but it turned out to be fraudulent.

If you think you have been the victim of an APP Scam, you should tell us straight away, and in any case no later than 13 months after the payment. We will investigate and decide whether you are entitled to a refund. We will look at all of the facts relating to the APP Scam, including your personal circumstances, when coming to a decision. To help us investigate, you will need to give us enough information to make a decision.

Where we agree that you have been the victim of an APP Scam and decide to refund you, we will do this within 5 working days from the date you tell us about the scam, unless we need more information from you. In all cases, we will make a decision within 35 working days from the day you tell us about the payment. If we decide to refund, we will pay up to the maximum limit set by the regulator, which is set out on our website. However, we may make you responsible for the first £100 of the payment.

TERMS AND CONDITIONS (*continued*)

We will not usually refund you where you have been the victim of an APP Scam if:

- you did not act on any warnings which we or anyone else (such as the police) gave you about the risk of a payment being an APP Scam,
- you do not tell us about the APP Scam within 13 months of the payment,
- you do not give us all of the information we reasonably ask for,
- you refuse to report the APP Scam to the police, or allow us to report it to the police on your behalf, or
- the APP Scam relates to an international payment.

You can find more information on our website.

10.4 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.

10.5 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;
- (b) profit;
- (c) opportunity; and
- (d) goodwill.

2. Loss where you have acted fraudulently or with gross negligence.

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.

TERMS AND CONDITIONS (*continued*)

11. 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.

11.1 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.

12. 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 effect.

12.1 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, or you no longer meet the eligibility criteria. 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.

TERMS AND CONDITIONS (*continued*)

13. 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.

13.1 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.

13.2 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 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.

TERMS AND CONDITIONS (*continued*)

- 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.

13.3 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

TERMS AND CONDITIONS (*continued*)

14. 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). Call charges might apply – check with your service provider.

Or, if you would prefer to write to us, please address your letter to:

Dan Frumkin
Chief Executive
Metro Bank PLC
One Southampton Row
London WC1B 5HA

The first person you speak to will do their best to solve the problem you're having, though complex issues may need up to three working days. If our investigation is going to take longer than this, we'll write to let you know. We aim to have more complex issues resolved within 15 calendar days of receipt. If we think it's going to take longer, we'll tell you and let you know if your complaint is eligible for referral to the Financial Ombudsman Service. We aim to have a full response for such cases within 35 days. If we haven't been able to resolve your complaint within 35 calendar days of receiving it, or if you're unhappy with our final response, you may, subject to fulfilling eligibility criteria, be able to refer your complaint to the Financial Ombudsman Service, which provides a free, independent complaint resolution service. Our response will outline any deadlines you have to make such a referral.

You can contact the Financial Ombudsman Service by writing to them at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Or, you can visit their website at **www.financial-ombudsman.org.uk** or call them on **0800 023 4 567** (free on mobile phones and landlines) or **0300 123 9 123** (costs no more than calls to 01 and 02 numbers). Next generation text relay: **(18002) 020 7964 1000**.

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.



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0345 08 08 500

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