Our Service Relationship with our BUSINESS CUSTOMERS
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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.
- ‘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 (362 days a year).
- ‘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.

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
- 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.)
- Secure messaging through your internet banking.
  - (Services may be slow or unavailable during maintenance and updates.)
- Online
  - Secure messaging through your internet banking.
- Telephone
  - Overseas +44 20 3402 8316
- 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 phone calls.

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 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 fraud and money laundering.

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

Your rights to cancel do not apply to any savings account or create any security over money in your accounts or 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 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.

1.5 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 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.

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. DATA PRIVACY AND YOUR PERSONAL INFORMATION

2.1 Our collection of information
We provided you with details required by data protection laws applicable to our processing of your personal information during the application process. This document supplements that information. Data protection laws require us to keep your personal information secure.

The personal information we hold about you is limited to that which:
• you have directly provided to us during application;
• we receive from trusted third parties during eligibility checks;
• we collect during the provision of our contracted services to you; and
• we occasionally obtain from publicly available sources such as social media sites and Government registers.

Personal data includes any information that directly or indirectly identifies you, including any photograph that we take of you, together with any signature we get from you, as part of our account-opening process for the purpose of checking your identity.

If you open an account with us and you are under 18, we may also collect personal information that directly or indirectly identifies your parent or legal guardian who helped you open an account. We may use and keep their personal information only for the purpose of checking your identity. You must not give us personal information about someone else (such as a joint applicant or a parent or a guardian) without first getting their permission for it to be used and released. We will assume that he or she has given permission, although we may still ask for confirmation.

We also regularly record and monitor our telephone calls to help improve the products and services we provide to you.

Our web application uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses cookies to help us analyse how you use the application. Metro Bank nor Google will associate your IP address with any other personal information held by Metro Bank or Google.

We maintain an online presence on popular global social media websites including (but not limited to) Twitter, LinkedIn and YouTube. By engaging with us on these sites, you are accepting that the webpages are available to the general public and are not private, and that the following:
• social media web pages are not private, do not share your personal account information on any of the websites, including through the use of private messages;
assess lending and insurance risks.

to ensure compliance with applicable laws and regulations, we process and share personal information for the purposes of:

• detecting, preventing and prosecuting crime or terrorism (including cctv);
• uk and international co-operation for tax; and
• credit and identification checking and validation.

for our legitimate business interests we process and share personal information for the purposes of:

• managing and supporting our staff;
• maintaining stocks and shares registers;
• maintaining our own accounts and records;
• to help improve customer service;
• checking details of job applicants and employees; and
• making or keeping copies of passports, driving licenses or other identification evidence that you provide for our security and business needs.

where we have your consent we optionally also process and share personal information for the purposes of:

• identifying other metro bank products, services and facilities that may interest you;
• selling, hiring or exchanging it; and
• telling other carefully chosen organisations about you if we think that you may be interested in hearing from them about their products and services.

in order to process and use your personal information, we rely on the following legal bases:

(i)   processing is necessary for the performance of the services we provide to you; or
(ii)  processing is necessary for the purposes of the legitimate business interests pursued by metro bank; or
(iii)  you have given explicit consent to the processing of your personal information for one or more specified purposes.

2.4 who we share personal information with and why

we share your personal information (including copies of your identification, photographs, signature and any other personal information that we hold about you) to enable us to process personal information for the purposes specified in this document.

we share personal information with:

• credit reference agencies;
• law enforcement;
• hm revenue & customs;
• fraud detection organisations;

although we do always try to read every message sent to us on social media, we cannot guarantee a response to every message;

any pictures you provide on our social media web pages may be used within our internal newsletters; and

any information that you provide with us on social media web pages may be retained by the webpage for longer than your relationship with us.

cookies are small text files which ask permission to be placed on your computer by websites you visit. your web browser may allow you to erase the cookies, block all cookies or receive a warning before a cookie is stored. please refer to your browser instructions or the website below for guidance. however, in some instances, unless the cookies are accepted, parts of our application will not function fully or at all.

for further information regarding cookies please visit metrobankonline.co.uk.

data protection officer
metro bank plc
one southampton row
london wc1b 5ha.

or please email the data protection officer at dataprivacyofficer@metrobank.plc.uk.

2.3 legal basis and the purposes we require personal information
to deliver our contracted services (or steps taken on your request prior to entering into a contract) we process and share your personal information for the purposes of providing financial advice and services:

• managing your account(s);
• decide if a product or service is suitable to your needs;
• tell you about important changes or developments to those services;
• check identities;
• trace your whereabouts;
• collect money that you owe us;
• update, bring together and improve records;
• respond to your enquiries, complaints and issues;
• deal with offers, competitions and promotions;
• evaluate the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services; and
• assess lending and insurance risks.

to ensure compliance with applicable laws and regulations, we process and share personal information for the purposes of:

• detecting, preventing and prosecuting crime or terrorism (including cctv);
• uk and international co-operation for tax; and
• credit and identification checking and validation.

for our legitimate business interests we process and share personal information for the purposes of:

• managing and supporting our staff;
• maintaining stocks and shares registers;
• maintaining our own accounts and records;
• to help improve customer service;
• checking details of job applicants and employees; and
• making or keeping copies of passports, driving licenses or other identification evidence that you provide for our security and business needs.

where we have your consent we optionally also process and share personal information for the purposes of:

• identifying other metro bank products, services and facilities that may interest you;
• selling, hiring or exchanging it; and

we may do this by post, by phone, by email or by text as you have told us we can.

in order to process and use your personal information, we rely on the following legal bases:

(i)   processing is necessary for the performance of the services we provide to you; or
(ii)  processing is necessary for the purposes of the legitimate business interests pursued by metro bank; or
(iii)  you have given explicit consent to the processing of your personal information for one or more specified purposes.

2.2 data controller
metro bank plc, registered in england and wales, company number: 6419578 is a data controller for the personal information you have provided to us for the purposes specified in this document. you can contact us in writing about how we use your personal information, or to exercise any of the data subject rights set out in clause 2.7 of these terms and conditions by writing to the following address.

data protection officer
metro bank plc
one southampton row
london wc1b 5ha.

or please email the data protection officer at dataprotectionofficer@metrobank.plc.uk.

2.3 legal basis and the purposes we require personal information
to deliver our contracted services (or steps taken on your request prior to entering into a contract) we process and share your personal information for the purposes of providing financial advice and services:

• managing your account(s);
• decide if a product or service is suitable to your needs;
• tell you about important changes or developments to those services;
• check identities;
• trace your whereabouts;
• collect money that you owe us;
• update, bring together and improve records;
• respond to your enquiries, complaints and issues;
• deal with offers, competitions and promotions;
• evaluate the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services; and
• assess lending and insurance risks.

to ensure compliance with applicable laws and regulations, we process and share personal information for the purposes of:

• detecting, preventing and prosecuting crime or terrorism (including cctv);
• uk and international co-operation for tax; and
• credit and identification checking and validation.

for our legitimate business interests we process and share personal information for the purposes of:

• managing and supporting our staff;
• maintaining stocks and shares registers;
• maintaining our own accounts and records;
• to help improve customer service;
• checking details of job applicants and employees; and
• making or keeping copies of passports, driving licenses or other identification evidence that you provide for our security and business needs.

where we have your consent we optionally also process and share personal information for the purposes of:

• identifying other metro bank products, services and facilities that may interest you;
• selling, hiring or exchanging it; and

we may do this by post, by phone, by email or by text as you have told us we can.

in order to process and use your personal information, we rely on the following legal bases:

(i)   processing is necessary for the performance of the services we provide to you; or
(ii)  processing is necessary for the purposes of the legitimate business interests pursued by metro bank; or
(iii)  you have given explicit consent to the processing of your personal information for one or more specified purposes.

2.4 who we share personal information with and why

we share your personal information (including copies of your identification, photographs, signature and any other personal information that we hold about you) to enable us to process personal information for the purposes previously outlined.

we share personal information with:

• credit reference agencies;
• law enforcement;
• hm revenue & customs;
• fraud detection organisations;
If we receive a request from another bank or financial institution to confirm your identity for the purpose of preventing money laundering, we will provide this information without asking your permission.

Instances where we will transfer your data outside of the EU

- the UK, countries in the EEA (European Union countries plus Iceland, Liechtenstein and Norway) and some other third countries are all recognised by the European Commission (Andorra, Argentina, Canada (commercial organisations), Faeroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland and Uruguay) as having adequate standards of data protection laws for your personal information.

Where we process international payments outside the UK at your request, we do so through SWIFT (the worldwide payments system). When we do this your personal information will 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 data protection laws).

2.5 Transferring your personal information outside the EU

The UK, countries in the EEA (European Union countries plus Iceland, Liechtenstein and Norway) and some other third countries are all recognised by the European Commission (Andorra, Argentina, Canada (commercial organisations), Faeroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland and Uruguay) as having adequate standards of data protection laws for your personal information.

In connection with providing you our services, we are required to send personal information to countries outside the EEA to countries which have not been deemed to have adequate standards of data protection. When we do so we perform a risk assessment prior to the transfer and use EU recognised and enforceable Model Clause contracts so that your information is protected in line with data protection laws, as applicable in the UK.

Instances where we will transfer your data outside of the EU include:
- processing international payments;
- disclosures to foreign authorities to reduce financial crime and terrorism;
- picture based, human verified, identification checks for online account opening; or
- the information generated by cookies about your use of our web application (including your IP address but no other personal information).

2.6 Retaining your information if you stop banking with us

At the end of your relationship with us (for example, if you decide to close your account) we retain your personal information for as long as required to meet our statutory obligations.

- if you have provided your consent;
- Metro Bank is party to a merger or acquisition;
- we will not release your personal information to anyone without your permission, unless:
  - we need to do so to collect money that you owe.
  - there are other parties connected to your account i.e. joint accounts;
  - it is necessary or desirable to share with specific subcontractors who help to provide you with the services you have requested; or
  - there are parties connected to your account i.e. joint accounts.

Under the General Data Protection Regulation (from 25th May 2018) you have new, clearly described rights over your personal information that we process. You can exercise your rights by contacting us by post or phone using the contact details provided by visiting one of our stores. We do need to confirm your identity before processing your request(s). If you cannot give us satisfactory proof of your identity we have the right to refuse a request.

Rights to Access a copy of your personal information
You can request a copy of the personal information that we hold about you. This is generally known as a ‘Data Subject Access Request’ and we normally have 1 month to respond.

Rights to request rectification of your personal information
We take reasonable steps to keep your information accurate and current but you can also ask us to change any information we hold about you to keep it accurate, complete and current. However, please remember that it is your responsibility to tell us about any updates to this information.

Right to request erasure of your personal information ("to be forgotten")
In certain circumstances, you have the right to ask us to erase the personal information we hold about you, for example, if you withdraw your consent to our processing of your personal information, your personal information is no longer necessary for the purposes it was collected for; or your personal information has been processed unlawfully.

2.7 Your Rights over your personal information

Under the General Data Protection Regulation (from 25th May 2018) you have new, clearly described rights over your personal information that we process.

You can exercise your rights by contacting us by post or phone using the contact details provided by visiting one of our stores. We do need to confirm your identity before processing your request(s). If you cannot give us satisfactory proof of your identity we have the right to refuse a request.

You can request a copy of the personal information we hold about you. This is generally known as a ‘Data Subject Access Request’ and we normally have 1 month to respond.

You can request that we rectify any personal information that we hold about you if it is incorrect.

You have a right to request erasure of your personal information ("to be forgotten") in certain circumstances.

You can request that we stop processing your personal information in certain circumstances. Where there are legitimate reasons that we must retain some of your personal information after you have requested its erasure, appropriate organisational and technical controls will remain in place. Such reasons include for compliance with a legal obligation to which we are subject, for reasons of public health or for statistical and historical research purposes, or for the establishment, exercise or defence of legal claims.

Rights to Access a copy of your personal information
You can request a copy of the personal information that we hold about you. This is generally known as a ‘Data Subject Access Request’ and we normally have 1 month to respond.

Rights to request rectification of your personal information
We take reasonable steps to keep your information accurate and current but you can also ask us to change any information we hold about you to keep it accurate, complete and current. However, please remember that it is your responsibility to tell us about any updates to this information.

Right to request erasure of your personal information ("to be forgotten")
In certain circumstances, you have the right to ask us to erase the personal information we hold about you, for example, if you withdraw your consent to our processing of your personal information, your personal information is no longer necessary for the purposes it was collected for; or your personal information has been processed unlawfully.

Where there are legitimate reasons that we must retain some of your personal information after you have requested its erasure, appropriate organisational and technical controls will remain in place. Such reasons include for compliance with a legal obligation to which we are subject, for reasons of public health or for statistical and historical research purposes, or for the establishment, exercise or defence of legal claims.

Rights to Access a copy of your personal information
You can request a copy of the personal information that we hold about you. This is generally known as a ‘Data Subject Access Request’ and we normally have 1 month to respond.

Rights to request rectification of your personal information
We take reasonable steps to keep your information accurate and current but you can also ask us to change any information we hold about you to keep it accurate, complete and current. However, please remember that it is your responsibility to tell us about any updates to this information.

Right to request erasure of your personal information ("to be forgotten")
In certain circumstances, you have the right to ask us to erase the personal information we hold about you, for example, if you withdraw your consent to our processing of your personal information, your personal information is no longer necessary for the purposes it was collected for; or your personal information has been processed unlawfully.

Where there are legitimate reasons that we must retain some of your personal information after you have requested its erasure, appropriate organisational and technical controls will remain in place. Such reasons include for compliance with a legal obligation to which we are subject, for reasons of public health or for statistical and historical research purposes, or for the establishment, exercise or defence of legal claims.

Rights to Access a copy of your personal information
You can request a copy of the personal information that we hold about you. This is generally known as a ‘Data Subject Access Request’ and we normally have 1 month to respond.

Rights to request rectification of your personal information
We take reasonable steps to keep your information accurate and current but you can also ask us to change any information we hold about you to keep it accurate, complete and current. However, please remember that it is your responsibility to tell us about any updates to this information.

Right to request erasure of your personal information ("to be forgotten")
In certain circumstances, you have the right to ask us to erase the personal information we hold about you, for example, if you withdraw your consent to our processing of your personal information, your personal information is no longer necessary for the purposes it was collected for; or your personal information has been processed unlawfully.

Where there are legitimate reasons that we must retain some of your personal information after you have requested its erasure, appropriate organisational and technical controls will remain in place. Such reasons include for compliance with a legal obligation to which we are subject, for reasons of public health or for statistical and historical research purposes, or for the establishment, exercise or defence of legal claims.
You can object to our processing of your information where:

• you contest the accuracy of the information we hold (restricted until it has been verified);
• it was processed unlawfully but you do not wish us to erase it just restrict our processing; or
• we no longer need the personal information but you need us to retain it for the establishment, exercise or defence of legal claims.

Where a restriction is in place we can continue to store your personal information where:

• it was processed on the basis of 'Legitimate Business Interest' or 'public interest'
• you need us to retain it for the establishment, exercise or defence of a legal claim
• we demonstrate compelling legitimate grounds which override your interests, rights or freedoms.

You can request that we restrict our processing of your personal information where:

• it was processed on the basis of consent or for the establishment, exercise or defence of a legal claim and if we no longer need the personal information but you do not wish us to erase it just restrict our processing; or
• it was processed unlawfully but you do not wish us to erase it just restrict our processing.

You can object to our processing of your information related to direct marketing.

For direct marketing purposes and we will cease any processing related to direct marketing.

If you believe our processing of your personal information to be unlawful you can request we stop the processing.

We will inform you prior to the lifting of any restriction.

Right to raise an objection to our processing of your personal information

2.9 Right to lodge a complaint with a supervisory authority.

If you are ultimately dissatisfied with our use or processing of your personal information or our erasure decisions, you have the right to lodge a complaint with a supervisory authority.

In the UK the relevant Data Protection Supervisory Authority is the Information Commissioners Office (ICO). The bank will utilise its relationship with the Credit Bureau, Equifax, which provides the industry standard Risk Navigator Score (RNS). The bank will implement new and alter existing policy rules over time as further data or performance records become available.

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 assigned where you live, based on where you feel issue you wish to complain about took place.

If you feel issue you wish to complain about took place.

In the UK the relevant Data Protection Supervisory Authority is the Information Commissioners Office (ICO).

2.10 Automated Decision Making

We are responsible lenders. Metro Bank utilises credit scoring to provide an independent, objective and consistent approach to Customer Credit Assessment. We take into account your personal circumstances to see whether we should open a current account or lend to you. To help us to do this, we have a policy to use a process called ‘credit scoring’.

The policy rules cover such areas as: CCJs, NOCs, CIFAS warnings, Credit Defaults, Previous mortgage arrears and / or Possessions, existing Metro Bank account status. As a start-up organisation it is not feasible for Metro Bank to develop its own bespoke scorecards for Credit Assessment. As such, Metro Bank will utilise its relationship with the Credit Bureau, Equifax, which provides the industry standard Risk Navigator Score (RNS). The bank will implement new and alter existing policy rules over time as further data or performance records become available.

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 assigned where you live, based on where you feel issue you wish to complain about took place.

In the UK the relevant Data Protection Supervisory Authority is the Information Commissioners Office (ICO).

We are not obliged to accept an application. If we are unable to accept an application, we will tell you why. 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 so, we will usually ask you to give us the extra information that we need.
2.11 Any further uses of your information in future

If we determine that your personal data is to be used for a purpose not already notified to you, we will provide you with further information prior to processing for that new purpose.

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).

2.12 Where you may see a record or an impact from our activities

Law enforcement, fraud prevention and other agencies

If you apply for one of our business current accounts or facility; or

to check your identity; and

tell the credit-reference agencies about your 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 not 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.

2.14 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 recover debts.
We may share information about you (both within the
Recovering debt
If you ask, we will provide you with details of the
• checking details on applications for credit and credit-related accounts or 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 information
recorded by fraud-prevention agencies or credit-
reference agencies (or both) from other countries.
We may also 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;
• recovering debts;
• checking details on proposals and claims for all types of insurance; or
• checking details of job applicants and employees.
We are responsible lenders. We take into account your
future performance. We believe it is fair and impartial and
statistical analysis allows us or credit-reference agencies
or not to allow you to open an account or to lend to
you. The points allocated under credit scoring are based
on 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 to 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.

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, test 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, test
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;
• 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.
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,
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 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
Unless referred to below, if we are going to change a variable interest rate that is publicly available (for example the Bank of England base rate) and that reference rate changes, we will adjust your interest rate to reflect those changes immediately, without giving you notice.

If we 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
Unless referred to below, if we are going to change a variable interest rate that is publicly available (for example the Bank of England base rate) and that reference rate changes, we will adjust your interest rate to reflect those changes immediately, without giving you notice.

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 you who 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 you make payments;
- when you pay interest (if any is payable) or use the money to reduce the interest you owe 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 money into your account by 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 owe 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.

<table>
<thead>
<tr>
<th>Day Paid in</th>
<th>Day funds can be withdrawn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Friday</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Monday of following week</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Tuesday of following week</td>
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<tr>
<td>Thursday</td>
<td>Wednesday of following week</td>
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<tr>
<td>Friday</td>
<td>Thursday of following week</td>
</tr>
<tr>
<td>Saturday</td>
<td>Friday of following week</td>
</tr>
<tr>
<td>Sunday</td>
<td>Friday of following week</td>
</tr>
</tbody>
</table>
Although the amount of a cheque may be shown in your account on the date that you can draw against it, the paying bank may still refuse to pay it and return it to you (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 day after 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 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 deduct the amount of the cheque from the money in your account. If taking the amount of the cheque from your account 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 you. You must destroy them 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 the cheque guarantee and unconfirmed fund guarantee described above. 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 or allow 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 PINs 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 using any card 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 before entering 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 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 secure for precautions you need to take when using internet banking and buying items over the internet.
Debit-card payments made in the UK will normally be made 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 the organisation or retailer. 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 no longer want to use a card issued on your 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 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. 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). If you instruct us to cancel a standing order payment 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...
When we make a foreign-currency payment, we will give you 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 details of charges for this service.

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 or in store. You should also tell the organisation or retailer which receives the Direct Debit.

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

An international payment made in a different currency or to a country outside the UK are made by SWIFT. An international payment can also be made by your payee’s bank in the following circumstances:

- to make an international payment.
- when you receive an international payment.

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 reasonably expected to be charged, you can ask for a refund if you have given us direct permission for the particular payment to be made and, where appropriate,

- 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 in relation to you or any of your members, partners, trustees, shareholders or any people with equivalent status;
- a resolution is passed for your voluntary winding-up;
- 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 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 in relation to you or any of your members, partners, trustees, shareholders or any people with equivalent status;
- a resolution is passed for your voluntary winding-up;
- 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 in relation to you or any of your members, partners, trustees, shareholders or any people with equivalent status;
- a resolution is passed for your voluntary winding-up;
For most of our accounts you can opt for a monthly
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
choose to change to monthly statements, we will provide
you with the relevant information for the previous
particular month.

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, please see your IIS. 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 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
between certain hours on bank days. The centre will be
open between certain hours on bank days. 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
seek any additional information we reasonably need
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
for any 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.

5.3.2 Internet banking
You can use the internet banking service to check your
account statements, make payments and give us
instructions using our internet banking service. If you 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 are GS text statements and you
have made at least one transaction in any particular
month, we will provide you with a statement for that particular month.

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
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.

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 losses 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.
Some fees may also be charged 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
can decide to stop, or place limits on, using your card
in the machines at any time. If we do so, 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 the alternative 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 to do so by MasterCard®
or LINK. 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;
- 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 abroad (our lines are open 24 hours a day).

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 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 insured and are authorised or registered by the FCA or an equivalent European regulator.

For the avoidance of doubt, we will 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. 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. You 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); and
- 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;
- must tell us immediately if you, 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);
- 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.

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 for, paysees are authenticated using a code on your mobile or via a code given from your hardware 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 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.
- 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 they are a Third Party Payment Service Provider).
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. If you become aware of any suspicious 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.

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; 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.

7.2 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 suspicious 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 we may refuse to lend you money if we consider it appropriate for your protection.

We can change the terms and conditions of the overdraft and any charges. We can reduce 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 account. 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.
In certain circumstances, the law may require us to if you authorise another person to operate your account, in certain circumstances, you may authorise someone to operate your account. If you authorise another person to operate your account, if we did not know or suspect they were acting dishonestly.

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 by someone we reasonably think appropriate, such as a solicitor.

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.

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 (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.

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 (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.

If we make 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. However, we will use all reasonable efforts to recover the 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.

If you pay cash or cheques into your account at one of our stores, you should 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 you have been charged by the person receiving the payment. We will then compensate you for the charges made.

If we make a payment early, we will contact the operator of the payee's account to request that the

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 (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.
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 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.

10.4 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;
   (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.

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 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 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 changes to our prices 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.

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. 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.

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 following an instruction;
- delay (or refuse) opening or closing your account;
- 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 may use or get a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so;
  - 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.
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.

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). 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

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 ask us for a full copy of our complaints procedure leaflet at your local store.

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.
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
@MetroBank_Help

In store  Online  Mobile  Phone  Twitter  Instagram