Our Service Relationship with our
PERSONAL CUSTOMERS
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1. SOME IMPORTANT LEGAL STUFF

1.1 Welcome to Metro Bank!

If you are reading this booklet, you already have or will be applying for one or more accounts for your personal 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.

1.2 Ways to contact us

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

- Post (at our registered and head office)
- One Southampton Row
- London WC1B 5HA
- Phone (speak to a customer service representative)
- +44 20 3402 8312
- Overseas +44 0345 08 08 500
- Mobile Banking

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

1.3 Some important information about this document

When we refer to ‘you,’ we mean one of our personal customers. If an account is in joint names, you’re means all account holders. We, ‘our’ or ‘us’ means Metro Bank PLC, anyone who takes over our business or anyone we may transfer the business to.

We are generally open for business seven days a week and we call a day on which we are open a ‘Metro Bank working day.’ However, some of the services we provide may be slow or unavailable during maintenance and updates.

1.4 Cancellation

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

- the date we open your account; or
- the date you received this document and the extra conditions that make up this agreement; whichever is later.

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

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

- variable depending on movements in the financial markets outside our control during the 14-day period.

You can cancel a Metro Bank ISA even if the rate of interest we pay meets the criteria above. If you want to cancel the transfer of an ISA to us from another ISA manager, you will need to transfer it back to your previous ISA manager or to another ISA manager if you want to keep the tax benefits. If you withdraw the money instead of transferring it to another ISA manager, you will lose the tax benefits of an ISA.

All of our personal current and savings accounts are subject to this agreement. Other terms and conditions may also apply to these accounts and are highlighted in the Important Information Summary for the account, also called IIS. In the event of an inconsistency between the IIS and this agreement, the IIS takes priority and we will make you aware of any other terms and conditions when you apply for an account or use any services.

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

When you apply for any of our accounts or services we will make various checks to assess whether you are eligible for the account or service, to check your identity and to prevent and detect crime and money laundering. We can refuse to open an account for an existing customer or a potential customer.

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

You may ask us for a copy of your agreement with us at any time by contacting us using the contact details provided or by visiting our website.
1.5 Transferring rights and responsibilities
You may not transfer any responsibilities or rights, benefits or interests under this agreement or in your accounts or create any security over money in your accounts in favour of someone else. This does not affect any transfer that takes effect under the general law.
We may transfer all or any of our responsibilities or rights under this agreement, but only to someone who we reasonably consider will treat you fairly and who is capable of performing our responsibilities under this agreement to the same standard that we do.

1.6 How we are regulated
We accept deposits, lend money and offer other banking services we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our FCA register number is 488982. To find out more about us, please see the FCA register at www.fca.org.uk or call the FCA on 0300 500 8082 or call the FCA on 0800 678 1100.

1.7 Third Party Payment Service Providers
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.

1.8 The Financial Services Compensation Scheme
We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to customers if they are eligible and a regulated firm cannot pay what they owe, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim.

Our FCA register number is 488982. To find out more about us, please see the FCA register at www.fscs.org.uk or call 0800 678 1100.

1.9 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.

2.1 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 the following:
• 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.

Compensation to customers if they are eligible and a regulated firm cannot pay what they owe, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim.

Most retail consumers (this includes private individuals and some small businesses) are eligible for compensation from the FSCS. For more information on the conditions governing compensation and details on how to apply, please visit the FSCS at www.fscs.org.uk or call 0800 678 1100.

2.2.1 Data Privacy and Your Personal Information

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 agree to the following:

- social media web pages are not private, please do not share your personal account information on any of the websites, including through the use of private messages;
- 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 us with on social media webpages 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

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. Neither 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 agree to the following:

- social media web pages are not private, please do not share your personal account information on any of the websites, including through the use of private messages;
- 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 us with on social media webpages 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.

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
• telling other carefully chosen organisations about you if we think that you may be interested in hearing from them about their products and services.
We may do this by post, by phone, by email or by text as you have told us we can.

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;
• UK Financial Regulators;
• External Auditors & Accountants; and
• other Financial Service Organisations (lenders and operators of card schemes) both within the UK and abroad.
We will not release your personal information to anyone without your permission, unless:
• you have provided your consent;
• Metro Bank is party to a merger or acquisition;
• we have to or are allowed to under these terms and conditions, by law, regulatory bodies or if it is in the public interest;
• HM Revenue & Customs, the Financial Conduct Authority (FCA) or other authorities (whether in the UK or abroad) say we must;
• you have given explicit consent to the processing of your personal information for one or more specified purposes.
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 information for as long as required to meet our statutory, legal and regulatory requirements. Where retention is based on other reasons we will retain it for no more than 7 years.

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 or 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.

Right 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.

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), Faroe 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).

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 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).

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• other organisations, such as fraud-prevention or law-enforcement agencies tell us to so they can investigate or prevent crime or terrorism;
• 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
• we need to do so to collect money that you owe.

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.

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 information for as long as required to meet our statutory legal and regulatory requirements. Where retention is based on other reasons we will retain it for no more than 7 years.

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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.

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2.10 Credit scoring

We are responsible lenders. 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 may use a process called ‘credit scoring’ used by us or credit-reference agencies. We or the relevant credit-reference agency take into account available information about you – such as your ability to repay, your credit history and factors such as how long you have lived at your present address.

Points are allocated for each piece of relevant information and we then add up these points to produce a score. When your score reaches a certain level, we may use this together with other relevant factors to help decide whether we will agree to your application. If your score does not reach this level, we may not do so or we may only agree to make limited facilities available to you.

We also have our own policy rules that we use to decide whether we will open a 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.

Right to request restriction on our processing of your personal information

You can request that we restrict 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 but 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 a legal claim.

Where a restriction is in place we can continue to store your information but only otherwise process it with your consent or for the establishment, exercise or defence of legal claims, for the protection of another individuals’ rights or for important public interest reasons. We will inform you prior to the lifting of any restriction.

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

Where our processing of your information is performed on the basis of ‘Legitimate Business Interest’ or ‘public interest’ then you can request to stop the processing. We can continue to process your information for the establishment, exercise or defence of legal claims and if we demonstrate compelling legitimate grounds which override your interests, rights or freedoms.

You can object to our processing of your information for direct marketing purposes and we will cease any processing related to direct marketing.

Right to data portability

In certain circumstances, where technically feasible, you have the right to receive the personal information in a structured, commonly used and machine-readable format and have the right to transmit such personal information to another data controller, if the processing is based on consent and is carried out by automated means.

2.8 Right to withdraw consent for optional processing

You may at any time withdraw consent for any optional uses of your information to which you have previously consented.

2.9 Right to lodge a complaint with a supervisory authority.

If you are ultimately dissatisfied with our use or management of your personal information, you have the right to lodge a complaint with a EU Data Protection Supervisory Authority. That authority should be located either where you live, where we are based, or 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).

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 are not obliged 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 your decision. If you do, we will generally 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 purposes 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 50 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 we may restrict 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 ask, we will provide you with details of the relevant fraud-prevention agencies. We and these other organisations may access and use the information recorded by fraud-prevention agencies or credit reference agencies (or both) from other countries.

HMRC - Common Reporting Standard

As a recognised financial institute subject to the international ‘Common Reporting Standard’ we are required to report account holder information to HMRC where the account holder is also resident for tax purposes in other countries. HMRC will exchange these details with those countries. The personal information we must provide includes: name, address, jurisdiction of residence, Tax Identification Number (TIN) and date of birth for each reportable person (including any company controlling persons for company accounts).

We will also report: account balance/value at year end (or when the account is closed);

recovering debts;

checking details on proposals and claims for all types of insurance; or

checking details of job applicants and employees.

If you apply for one of our current accounts or credit products, the credit-reference agencies will create an association linking your financial records with those of the people you are applying with. This will be entered into each of your financial records until one of you successfully applies to the credit-reference agencies for the link to be broken (disassociation).

If you hold a 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 personal 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.

For depository accounts the gross interest paid or credited during the year;

For custodial accounts the interest, dividends, other income, gross proceedings from sale or redemption paid or credited during the year;

For other accounts, the gross amount paid or credited during the year.

2.13 Credit-reference agencies

We will search your record at credit-reference agencies, when considering your application. We may share your personal information with credit-reference agencies: to check your identity;

to decide if you are eligible for an account, service or facility; or

as part of our fraud-prevention measures.

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

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

3.1 Contacting you

We may contact you by using any of the contact details you have given us. We may want to contact you to tell you something about our services or facilities or how you are running your accounts.

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

You must tell us if your name or contact details change. We will not be responsible if we fail to contact you because you have not given us your latest details. It is important to give us a correct email address and mobile number if you are registered for the text and email messaging service.

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

If you ask, we will provide you with details of the relevant fraud-prevention agencies.

We and these other organisations may access and use the information recorded by fraud-prevention agencies or credit-reference agencies (or both) from other countries.

Recovering debt

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

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

You must tell us if your name or contact details change. We will not be responsible if we fail to contact you because you have not given us your latest details. It is important to give us a correct email address and mobile number if you are registered for the text and email messaging service.

3.2 Telling you about changes to our services

We are generally open for business on Metro Bank working days and we will give reasonable notice through our website or in our stores if we are not going to be open on any particular day.

If we plan to close or move one of our stores, we will place notices in the relevant store and consider other ways of letting you know. Unless there are exceptional circumstances that mean we need to close a store immediately, we will do this at least 12 weeks before we close or move the store. We will also provide information on how we plan to continue to provide our services to you (for example, by letting you know the location of our nearest other store and cash machines).

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

3.3 Changing our rates

We provide information about our current interest rates on our website. You may phone us to find out about our current interest and exchange rates or ask at one of our stores.

We may change our rates and we will tell you about these changes personally, meaning by post, secure electronic message, statement message or any other communication method we decide.

We will not change a fixed rate on your account for the time we have agreed to keep it fixed.

2.14 Preventing crime and recovering debts

Preventing crime

We may share your personal information (including copies of your identification, photographs, signature and any other personal information that we hold about you) with fraud-prevention or law-enforcement agencies and other organisations (including credit-reference agencies, other lenders and operators of card schemes) both within the UK and abroad. We may do this to help investigate or prevent crime or terrorism, to check your identity or to meet our legal obligations.

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

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

3.2 Telling you about changes to our services

We are generally open for business on Metro Bank working days and we will give reasonable notice through our website or in our stores if we are not going to be open on any particular day.

If we plan to close or move one of our stores, we will place notices in the relevant store and consider other ways of letting you know. Unless there are exceptional circumstances that mean we need to close a store immediately, we will do this at least 12 weeks before we close or move the store. We will also provide information on how we plan to continue to provide our services to you (for example, by letting you know the location of our nearest other store and cash machines).

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

3.3 Changing our rates

We provide information about our current interest rates on our website. You may phone us to find out about our current interest and exchange rates or ask at one of our stores.

We may change our rates and we will tell you about these changes personally, meaning by post, secure electronic message, statement message or any other communication method we decide.

We will not change a fixed rate on your account for the time we have agreed to keep it fixed.
The card scheme (for example Mastercard®) will convert We may change our foreign-exchange rates immediately if the interest rate we charge you is linked to a reference Reference rates and foreign-exchange rates chosen supplier. The rates supplied reflect movements in foreign-exchange markets. 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. 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 we pay on any account we will tell you personally at least 2 months before we do so. However, if the change is to your benefit, we will tell you by publishing the new rates on our website at the earliest opportunity and in any event within three Metro Bank working days of making the change.

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

If we are going to change the interest rate that we pay you on any type of instant access account in response to a Bank of England base rate change, or on a Variable-rate cash ISA account, in a way that is not to your benefit, we will tell you personally at least 14 calendar days in advance. If we are not happy with the change, you can at any time up to 30 days from the date we tell you about the change, close or switch your account without paying any penalty or other charges. If you do not do so, we will consider that you have agreed to it.

Overdrafts

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

If interest is due to be paid, we will pay it on any cash deposited into your account on the same day as the cash is paid in or use the cash deposit to reduce the interest you pay to us (for example, on an overdraft). In some circumstances we may need extra identification to prove you own the account. We may need one bank days’ notice for cash withdrawals in pounds in the UK over £5000.00.

4.1 Payments

4.1.1 Making and receiving payments

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

- when we show payments;
- when we pay interest (if any is payable) or use the money to reduce the interest you owe if you owe money on your account;
- 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 and we will not be responsible for the payment if there is enough money in the account after we have received the instruction. 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 may need one bank days’ notice for cash withdrawals in pounds in the UK over £5000.00.

4.1.2 Cash

Pay in and withdrawing cash

You can pay in or withdraw cash in pounds in the UK over the counter at any Metro Bank store. Cash paid in will be shown on your account and available for you to withdraw immediately.

If interest is due to be paid, we will pay it on any cash deposited into your account on the same day as the cash is paid in or use the cash deposit to reduce the interest you pay to us (for example, on an overdraft). In some circumstances we may need extra identification to prove you own the account. We may need one bank days’ notice for cash withdrawals in pounds in the UK over £5000.00.

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 need to make the change within two weeks. When you instruct us, we will make or authorise a payment from your account if there is enough money in it. You can request us to provide 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.

4. HOW YOUR ACCOUNT WORKS

15 16
We do not accept payments in currencies other than sterling.

We will take the cash withdrawal from your account immediately. We do not accept payments in currencies other than sterling.

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

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

Cheque imaging

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

Unpaid cheques

Although the amount of a cheque may be shown in your account or included in your available balance (when you can draw against it), the paying bank may still refuse to pay it and return it to us (that is, the cheque may ‘bounce’). Depending on the reason given for the cheque being unpaid, the deciding party’s decision for an unpaid cheque deposit is decided by the drawing 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 out of your account balance (or add it to your overdraft) if it applies, interest will be paid from the next bank day following the cheque being unpaid to the day shown in the table.

Rollover: The decision for an unpaid cheque deposit is decided by the drawing 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 the cheque is returned unpaid, we will be entitled to take the money from your current account balance (or add it to your overdraft). If you have already withdrawn the money from your account, we will take the amount of the cheque paid into your account on a Monday, you will not normally be sure that the money is yours until the end of the Tuesday of the following week (or the end of the Wednesday if one of the days in between is not a bank day).

If the cheque is returned unpaid, we will be entitled to take the money from your account balance (or add it to your overdraft), even if you have already withdrawn the money from your account. The likelihood of us seeking to take the money is yours until the end of the Tuesday of the following week (or the end of the Wednesday if one of the days in between is not a bank day).

You can tell us to cancel 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.

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

Cheque payments

Cheques will be accepted into your account if they are made payable to the same name as on your account.

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

You cannot pay a cheque made payable to joint names into a sole account.

Cheques will be accepted into your account if they are made payable to the same name as on 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>Saturday</td>
<td>Friday of following week</td>
</tr>
<tr>
<td>Sunday</td>
<td>Friday of following week</td>
</tr>
</tbody>
</table>

4.1.4 Making payments using your debit card

If you open one of our current accounts, we will issue you with a debit card which you can use to make cash withdrawals and payments in pounds in the UK and in a foreign currency outside the UK. The type of card we provide to you will depend on the type of account you open with us and the facilities that we agree to make available to you. 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.

Your card will need a personal identification number (PIN) so that you can use it in shops and in cash machines. You can set the PIN yourself and must not reveal it to anyone else. We will not reveal your PIN to anyone else. You can change your PIN at any time before the card’s expiry date or, if earlier, the date that

4
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 have entered your PIN at least once before making a contactless payment. For security reasons you may be asked to cut your card into at least two pieces through the magnetic stripe and any contactless element. You must let us know if you do this, as we can then cancel the card in our systems.

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.

If you use your debit card to make purchases over the internet, you may be asked to provide extra security information in order to authenticate the payment. If you fail to provide the correct security information, your transaction may be refused. We will never ask you for your card PIN, internet banking password to authenticate the payment. If you fail to provide the correct security information, your payment will be cancelled. You may be asked to provide extra security information just to make sure your card hasn’t been stolen.

You can set up a recurring card payment from your account, also known as a continuing payment authority. To set up a recurring card payment to them.

If you set up a recurring card payment, you may be asked to provide extra security information just to make sure your card hasn’t been stolen.

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

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

You can set up a recurring card payment from your account, also known as a continuing payment authority. After you have set up a recurring card payment, the organisation or retailer due to receive the payment will ask us to authorise it. If we authorise the recurring card payment, it means we promise to pay the funds to the organisation or retailer. We will normally authorise the payment unless we decide to refuse to make the payment for one of the reasons set out in this document.

If you set up 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.

4.1.8 Standing orders

Standing orders are a way of paying bills and making other regular payments from your account. You may

4.1.6 Faster payments

Faster payments are usually completed within two hours. However, they are not a guaranteed same-day payment and can take up to 24 hours.

We need the following information to make a faster payment:

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

4.1.5 Internal transfers

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

4.1.7 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 will need to get a mandate (form) from the organisation or retailer. The payment will be taken from your account when we receive the request from the organisation’s or retailer’s bank for the payment. You are protected by the Direct Debit Guarantee Scheme. Details are available at www.directdebit.co.uk
also receive regular payments this way (for example, your salary). You can instruct us to make standing order payments in store, in writing or through our Internet or Telephone Banking service. You tell us the individual or 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.

4.1.9 CHAPS and sending money outside the UK

CHAPS are same-day payments to UK bank accounts. They are used to make UK payments. Instructions received before 4.30pm on a bank day will generally mean the payment will be made to the bank account of the person you are paying that bank day. Any payments received after 4.30pm on a bank day will be in the bank account of the person you are paying the next bank day.

To make a CHAPS payment, you must give us the account name, sort code and account number of the person you are paying. We will pass your own account number to the person receiving the payment. There is a charge for making a CHAPS payment. Please contact us for the latest charge.

Sending money outside the UK to a payee’s bank outside the UK will be received into the payee’s account the bank day we receive your instruction. Sending money outside the UK can be made in a different currency or to a country outside the EEA. This will generally be received within four bank days after we process your instruction. Please contact us if you want an estimate of when the payment will be received.

There is a charge for sending money and receiving money from outside the UK into and out of your account. Please contact us for the latest charges. We will take our charges from your account when you instruct us to send money outside the UK or when you receive money from outside the UK.

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. When sending or receiving money from outside the UK we will convert the payment into or out of your account to sterling at the exchange rate which applies at the time of the transaction. SWIFT payments coming into your account will be converted at our exchange rate. We will then add the payment to your account.

To send money outside the UK, you must give us the bank identifier code (BIC), international account number (IBAN) and the name and address of the payee. If you do not provide the correct details for a CHAPS or SWIFT payment, we cannot be responsible if the payment is not made. We will, if you tell us, make reasonable efforts to recover payments made with incorrect details. Please contact us for details of charges for this service.

4.1.10 Cancelling a payment instruction

You can cancel future-dated payments, including internal transfers and standing orders, online up to 7.45pm the bank day before the payment is due. You can also ask in store to cancel these or by using our telephone banking service provided you do so by 3.30pm the bank day before the payment is due. If you want to cancel Direct Debits you can do so online, using our telephone banking service and in store. You should also tell the organisation or retailer which receives the Direct Debit.

Unless we say differently in these terms and conditions, you cannot generally cancel your instruction after the time we have received it or we are treated as receiving it in line with these terms (please see the section on making and receiving payments for further information on timing of receipt of instructions). We may refuse to make a payment or suspend or stop your use of a payment service, we will try to contact you. (For a card payment, the organisation, retailer or cash machine will also tell you that the card has been refused.) We will tell you why we are taking this action and, if appropriate, what you can do to put things right. We will not contact you or provide reasons for our actions if it would be unlawful to do so or it would affect our security procedures. We also will not contact you and provide reasons for our actions if there is not enough money in your account.

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

From time to time we receive legal orders or notices to hold customers’ money for someone else or to pay it to someone else. If this happens in relation to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and take off amounts you owe us. This will include interest owing after the legal order or notice. We may do one or both of the following. We may refuse to act on any instructions given by you or anyone else to make any payments out of your account, unless you have an appropriate court order, or we may set up a separate account in your name which any of your future payments will be paid into, if:

• a petition for a bankruptcy order is presented against you;
• you make a proposal to your creditors for a voluntary arrangement; or
• any of the reasons in the section on Suspending or stopping our services (term 11.2) apply.

4.1.12 Refunding pre-authorised payments

If the organisation or retailer you are paying did not take your money, or the organisation or retailer did not give you a receipt, you should tell us why you have not received your money and which organisation or retailer you paid. We will then investigate your complaint and refund your money. If we cannot talk things through, you can ask us to refer your complaint in writing to the Financial Ombudsman Service (see “Making a complaint” for more information) within six months of your complaint being dealt with.
If you ask for a refund, we will either make it or give you your money back. For most of our accounts you can opt for a monthly statement for certain accounts. When you open or close your account, we will provide a statement. If you have chosen yearly statements and you have made at least one transaction on your account, we will provide you with a statement for that particular month.

4.3 Ways to bank with us

You can usually 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. These are only open between certain hours on bank days.

4.5 Telephone banking

Our UK Contact Centre is available 24 hours a day, seven days a week, 365 days a year. You can operate your accounts, make payments and give us instructions using our telephone banking service. Please call 0345 08 08 500 or, if you are calling from outside the UK, +44 (0)1242 831212.

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

4.2 Internet banking

You can use the internet banking service to check your accounts and to make payments allowed by the terms and conditions of the account you hold. There may be limits on the amount you can pay out using the internet banking service depending on the account you hold. Please see your IIS.

To use internet banking, you will need to log in using your 12-digit 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.

4.3.3 Mobile banking

Our personal mobile banking app is easy to use and allows you to manage your accounts securely in a place that suits you. Our personal mobile banking 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 for download from all UK accessible app stores.

If you download our personal 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). You can refuse us permission to access your information, and choose whether to allow us to use it.

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

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

4.3.4 Cash machines

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

Cash withdrawals in pounds in the UK from our cash machines are free. However, you should be aware that there are some cash-machine owners in the UK who may charge cash witheld fees or charges to you or credit transactions in the UK. You may be responsible for any charges made by other banks for using their cash machines. If you use one of these machines, they may charge you money.

We may allow you to use your debit card in cash machines to make cash withdrawals in pounds in the UK or in a foreign currency outside the UK which are operated by other banks if they display the Mastercard® or LINK logos. We will tell you if you can use your card in these machines when you open your account. We may decide to stop, or place limits on, using your card in these cash machines. If we do this, we will do our best to reduce, as far as possible, the effect on the services we provide to you. Where possible, we will tell you what other arrangements we have been able to put in place.

If you make a cash withdrawal in a foreign currency outside the UK from Mastercard® cash machines, we will convert the amount withdrawn into sterling. We take the cash withdrawal in a foreign currency outside the UK from your account when we are told about the withdrawal by Mastercard®.

There will be a maximum daily amount for cash withdrawals in pounds in the UK and in a foreign currency.
currency outside the UK 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.

5. KEEPING YOUR ACCOUNT SECURE

You must tell us as soon as you can if:

• any card, PIN or other security details are lost or stolen; or
• you know or suspect that someone else has misused or tried to misuse, or may try to misuse your card or PIN.

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

If you find your card after having called us to tell us that it is lost, you must not use it again. You must destroy it by cutting it into two pieces through the magnetic stripe and any chip. If you cannot find your card and do not believe it has been stolen, you can place a temporary block on your card using our mobile banking app. If you then find the card, you can remove the temporary block on the mobile banking app. You can also cancel a card using our mobile app or when logged into internet banking.

5.1 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 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.

5.2 Preventing fraud

To help protect you from fraud, our fraud-detection systems help us to identify any unusual transactions on your account. We may contact you to say there is suspicious activity on your account. If we leave a message for you to contact us, you must contact us as soon as possible.

We have measures in place to prevent fraud, money laundering and terrorist activity. We must also respect any restrictions imposed by the UK Government or by the international community on providing payment and other banking services to individuals or organisations currently included in any relevant sanctions or embargo list. This may involve us in investigating or intercepting payments into and out of your account. We may also need to investigate the source of the funds or the intended payee. This may delay carrying out your instructions or you receiving cleared funds. Where possible, we will tell you the reasons for and likely length of any delay.

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

5.3 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 to keep details of your 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 must not reveal your security details to any other person (other than to a Third Party Payment Service Provider);
• you must not write down your PINs or other security details in a way that is recognisable;
• you 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);
• you must not choose a PIN or other security details in a way that is recognisable;
• you must not allow anyone else to use your card, PIN or other security details – even someone sharing a joint account with you;
• you must not respond to an email asking for your security details by calling us on 0345 08 08 500 from the UK or +44 20 3402 8312 from abroad (our lines are open 24 hours a day);
• you must tell us immediately if you know, or even suspect, that someone else knows your PIN or other security details by calling us on 0345 08 08 500 from the UK or +44 20 3402 8312 from abroad.

5.4 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.

• you must get rid of all confidential documents (such as PIN notifications or reminders) safely by using, for example, a shredder;
• you 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 8312 from abroad (our lines are open 24 hours a day);
• you 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 any chip); and
• if you stop using your card, you should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, so we can cancel the card in our systems.

You will be responsible for any transactions or other financial activity carried out as a result of you sharing your security details with a Third Party Payment Service Provider.
To help us protect you when banking online,
we recommend you follow the guidelines below.

5.5 Internet banking
Protecting you when you are using internet banking is our priority. All our systems are regularly tested and audited by independent security experts to make sure they are as secure as they can be. We use the latest online security measures to make sure that your personal information and privacy stay safe. This means the following:

- We will ask you to confirm your identity using our current security procedures. We will never ask you for more than three digits of your password.
- All our websites are encrypted – next to the web address you will see a padlock icon showing that it is a secure connection.
- We show you when you last logged in to internet banking, including any failed log-in attempts and any new payees set up since your last session.
- We use two types of authentication for setting up any new payees. If you receive a code on your mobile and you did not set up a new payee, do not enter the code into internet banking and contact us immediately.
- 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 link on our website. We will never ask you to access our internet banking service from a computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details.

- You should only provide your internet banking information to anyone else (unless they are a Third Party Payment Service Provider).
- 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.

5.6 If we know or suspect that fraud has been carried out on your Account
If we know or suspect that fraud has been carried out on your account, or that your security details may have been compromised we will take the necessary action on your Account and seek to contact you. For the avoidance of doubt, we will never:

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

If you are given any of these instructions, it is a fraudulent approach. Hang up, wait five minutes to clear the line, or where possible use a different phone line, then call us on 0345 08 08 500 to report the fraud.

If you do not 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.

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

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

You may suspend, withdraw or restrict the use of our services 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.

We offer a balance-alert service through text message or email. If you have registered for a balance alert, we will send you information about your current accounts to your registered mobile phone number or your email address. You should tell us as soon as you can if:

- your mobile phone (registered with our text messaging service or 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
- you change or no longer use the email address that you have registered with us.

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

If you become aware of any suspect or unusual transactions and fail to tell us as soon as you are able to, it may affect your right to have the errors corrected and may mean that we are not responsible for any loss or damage you suffer.

An arranged overdraft allows you to borrow from us up to an agreed limit. We call this an arranged overdraft limit. You must apply for an arranged overdraft limit before you try to borrow any money. We are a responsible lender so will take a number of factors into consideration before agreeing to give you an arranged overdraft limit. Please see the section on credit scoring for details on how we decide to lend to you.

You should only use arranged overdrafts for occasional borrowing if you have an arranged overdraft limit, you should make regular payments into your account so that you reduce the amount you owe.

Details of the interest and charges that apply to arranged overdrafts are set out in the IIS for current accounts. If your account is closed, we will work out the interest and fees due. You have to pay this amount and also any arranged overdraft which you owe us.

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

It is your responsibility to make sure that there is enough money in your accounts. If you try to make a withdrawal or payment out of your account when you don’t have available funds, we may not allow the payment.

If your account balance does go below your available balance, we will not charge you for this but it does mean we will not allow you to use the same to happen again. In these circumstances, you must immediately pay money into your account to bring it into credit or within any arranged overdraft limit. Increased charges apply for unarranged overdrafts as set out in the IIS for current accounts.

You must repay any arranged or unarranged overdraft when we demand. This means that we can reduce any arranged or unarranged overdraft limit or ask you to repay all or part of your overdraft (and any charges) at any time. You can repay your arranged or unarranged overdraft or cancel your arranged overdraft limit at any time.

It is your responsibility to make sure that there is enough money in your accounts. If you try to make a withdrawal or payment out of your account when you don’t have available funds, we may not allow the payment.

If your account balance does go below your available balance, we will not charge you for this but it does mean we will not allow you to use the same to happen again. In these circumstances, you must immediately pay money into your account to bring it into credit or within any arranged overdraft limit. Increased charges apply for unarranged overdrafts as set out in the IIS for current accounts.

You must repay any arranged or unarranged overdraft when we demand. This means that we can reduce any arranged or unarranged overdraft limit or ask you to repay all or part of your overdraft (and any charges) at any time. You can repay your arranged or unarranged overdraft or cancel your arranged overdraft limit at any time.

If we issue each of you with a debit card, you will be authorised to give payment instructions without authority from the other account holder. You must repay any arranged or unarranged overdraft when we demand. This means that we can reduce any arranged or unarranged overdraft limit or ask you to repay all or part of your overdraft (and any charges) at any time. You can repay your arranged or unarranged overdraft or cancel your arranged overdraft limit at any time.
In certain circumstances, the law may require us to
If one of you tells us there is a dispute between you, we
may suspend further transactions and access to services
such as online banking. We may continue to pay card
transactions. We may need the authority of all of you
before accepting any further instructions.
If one of you dies, any money or other assets we hold in
the joint account will be owned by the other account holder
and they can continue to operate the account. It will not be
part of the estate of the customer who has died.

7.2 Authorising others to operate your accounts
You may authorise someone else to operate your account
by signing a third-party mandate (form) or a power
of attorney (we recommend you get independent legal advice
before you do). For powers of attorney, we will need to see
the signed document, or a copy certified by someone we
reasonably think is a proper person.
If you authorise another person to operate your account,
you will be responsible for their acts or failure to act as
if they were your own. We will not be responsible for an
act (or failure to act) of anyone you or the law authorises
to operate your account, if we did not know or suspect
they were acting dishonestly.

8. Authorising others to operate your accounts
You may authorise someone else to operate your account
by signing a third-party mandate (form) or a power of
attorney (we recommend you get independent legal advice
before you do). For powers of attorney, we will need to see
the signed document, or a copy certified by someone we
reasonably think is a proper person.
If you authorise another person to operate your account,
you will be responsible for their acts or failure to act as
if they were your own. We will not be responsible for an
act (or failure to act) of anyone you or the law authorises
to operate your account, if we did not know or suspect
they were acting dishonestly.

8. Transactions you didn’t authorise
We will be responsible for any payment transaction
that you did not authorise, unless:
• you have acted fraudulently;
• you allowed another person (other than a Third
Party Payment Service Provider) to use your card,
PIN or other security details who is not authorised
by you in line with term 7.2;
• you suspect your chequebook or cards have
been stolen or lost (or intercepted before being
delivered to you) and you deliberately or with gross
negligence have not told us;
• you have revealed to someone else (other than a Third
Party Payment Service Provider), or written
down, your PIN number or other security details
used for online, mobile and telephone banking;
• you didn’t tell us that your mobile phone which is
registered for SMS updates or mobile banking has
been stolen;
• you allow someone else to use your mobile phone
or personal computer;
• you change your mobile phone number, email
address or other details which we use to contact
you and do not update us;
• (in the case of a cheque) you failed to take
reasonable care when writing the cheque: or
• you have entered the incorrect details when making
a payment.
We will issue you with an immediate refund if you tell
us that you did not authorise a payment transaction,
unless the facts suggest that we may not be responsible
for it and that it is appropriate for us to investigate
the transaction further. We will investigate the transaction
and act (or fail to act) as possible whether we are or are not
may suspend further transactions and access to services
such as online banking. We may continue to pay card
transactions. We may need the authority of all of you
before accepting any further instructions.
If one of you dies, any money or other assets we hold in
the joint account will be owned by the other account holder
and they can continue to operate the account. It will not be
part of the estate of the customer who has died.

7.2 Authorising others to operate your accounts
You may authorise someone else to operate your account
by signing a third-party mandate (form) or a power of
attorney (we recommend you get independent legal advice
before you do). For powers of attorney, we will need to see
the signed document, or a copy certified by someone we
reasonably think is a proper person.
If you authorise another person to operate your account,
you will be responsible for their acts or failure to act as
if they were your own. We will not be responsible for an
act (or failure to act) of anyone you or the law authorises
to operate your account, if we did not know or suspect
they were acting dishonestly.

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 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.

Claiming 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.

9. 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 you 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 change or end this agreement without needing the permission of any other person.

9.1 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 owe in another account). If any money you owe us is overdue for payment, we may use any money in any of your accounts with us to reduce or repay what you owe us. You should tell us if:

1. you are under a legal obligation to someone else to hand over and deal with the money in your account in a particular way.

2. you have used them to make a payment; or

3. you have transferred or withdrawn all or part of the funds.

If any money you owe us is overdue for payment, we may use any money in any of your accounts with us to reduce or repay what you owe us. You should tell us if:

1. you are under a legal obligation to someone else to hand over and deal with the money in your account in a particular way.

2. you have used them to make a payment; or

3. you have transferred or withdrawn all or part of the funds.

If the fraudulent or mistaken payment is paid into one separate account at any time.

require you to immediately repay the debit balance on your savings account. We may then have arisen on your savings account if we had taken the name) an amount equal to the debit balance that would have been made. We may then discover that your money

failed to spot a forged note or counterfeit coin. If we do

or cheques have been added up incorrectly, or we have

have failed to spot a forged note or counterfeit coin. If we do

or cheques have been added up incorrectly, or we have

have failed to spot a forged note or counterfeit coin. If we do

or cheques have been added up incorrectly, or we have

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or cheques have been added up incorrectly, or we have

have failed to spot a forged note or counterfeit coin. If we do
10. CHANGING THIS AGREEMENT

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

If you are not happy with any changes that we plan to make, you can end this agreement immediately and without paying a charge. If you do not end this agreement before the proposed changes take effect, we will consider that you have agreed to the changes. You will then have to keep to them from the time they take effect.

10.1 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 statements of it being converted, without any charge or interest being applied (if relevant) for doing so.

11. 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.

11.1 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 wait until that period expires and you may have to pay charges if you end it early or withdraw your money early.

11.2 If we decide to suspend or stop providing our services

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

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

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 be about to use your account or 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.
- if you have used, are using or have reason to believe you will, in the future, be using your personal account for business use.

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 (usually 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 to withdraw your money without charge, we must give you at least three months before we can close the account.

11.3 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 instructions); and
• continue to keep to our obligations of confidentiality; and
• help you switch to a different account or bank.

12. 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:

Dan Frumkin
Chief Executive Officer
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 can refer your complaint to the Financial Ombudsman Service, which provides a free, independent complaint resolution service. Our response will outline any deadlines you have to make such a referral.

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

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

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

If you have a complaint about a product or service bought online and you are not happy with the way your complaint has been handled you can submit your complaint using the Online Dispute Platform by visiting: http://ec.europa.eu/consumers/odr

If you have a complaint about a product or service bought online and you are not happy with the way your complaint has been handled you can submit your complaint using the Online Dispute Platform by visiting: http://ec.europa.eu/consumers/odr
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