

**Habibsons Bank Limited  
9 Portman Street  
London W1H 6DZ  
020 7895 1100**

## **Framework Contract (Payment Services Directive)**

### **1). Introduction**

Habibsons Bank Limited ("the Bank") is authorized and regulated by the Financial Services Authority ("FSA") and its Head Office is situated at the address shown above.

The FSA requires all firms regulated by them and who effect electronic payments to comply with the Payment Services Directive, which in turn requires these firms to create a framework contract between the firm concerned and its customers who use the electronic payment services provided by it.

As a bank, we consider it likely that the vast majority of our customers will make use of an electronic payment service and therefore need to be aware of the terms and conditions under which these payments will be made and received.

### **2). Paying Into Your Account**

#### **Methods of Payment**

2.1 The following items are acceptable for payment into your account:

- Cash, for which you must tell us the number and sort code of your account
- Forms of electronic transfer which we accept, for which you must provide the sender with the BIC (Bank Identifier Code) and IBAN (International Bank Account Number) for your account
- Standing order payments by a third party sender, for which you must provide the sender with the payment details for your account specified in clause 3.6.2
- Standing order payments and internal transfers, for which your instructions must contain the payment details specified in clause 3.6.2
- Sterling cheques, foreign cheques or other payments into your account which are payable as follows, for which you must tell us the number and sort code of your account
- sole account - to the sole account named or associated joint account
- joint account - to the joint account named
- sole trader - to you or to your trading name
- partnership - to any or all partners or to the partnership trading name
- company, limited liability partnership or other incorporated body - to the incorporated body or to its trading name

- personal representatives or trustees to any or all of you in your own name(s) or in your fiduciary capacity or to the name of the deceased or trust /as appropriate)
- club, society, association, charity or other unincorporated body (except personal representatives and trustees) – to its own name or to its trading name

## **Processing Payments into Your Account**

### 2.2.1

Subject to clauses 2.3, 2.4, and 2.6; payments into your account will be processed and the maximum processing time will begin:

- On the same day for payments received on a working day ahead of the relevant cut-off time, which will be shown on our website ([www.habibsons.co.uk](http://www.habibsons.co.uk))
- On the following working day for payments received after the relevant cut-off time

Other banks will apply their own cut-off and processing times, for payments which they make on your behalf into your account with us..

### 2.2.2

The receipt of a payment into your account will be treated as your consent to it being processed and credited to your account. After a payment into your account has been received by us, you cannot stop or withdraw your consent to the processing of the payment.

### 2.2.3

We can only accept responsibility for payments of cash, sterling cheques and/or foreign cheques into your account after we have received, checked and cleared them.

### 2.2.4

If the total amount of payments of cash, sterling cheques and/or foreign cheques into your account is added up incorrectly on the paying-in slip, we will amend it to reflect on your account correctly. We will tell you we have done this if the difference is greater than £1 (except for foreign cheques, where we will confirm the actual amount we have credited to your account).

### 2.2.5

Payments into your account in a currency other than the currency of your account will be converted at our prevailing exchange rate.

Our exchange rates are variable and are changing constantly to reflect movements in the foreign exchange markets. The exchange rate to be applied to a particular payment will be available on request.

### 2.2.6

A fee may be deducted from your account for foreign currency payments into your account. For the terms and conditions which apply to fees please look at charge structure/tariff.

## **Cash**

### 2.3.1

You must not send cash to us by post or leave cash in a letter box or deposit box at any of our offices. If we receive cash from you in these ways, this will be at your own risk. We will not bear the risk of any loss or discrepancy.

If a payment of cash is made into your account over the counter at one of our branches it will be credited to your account and be available for you to withdraw immediately after processing. It will be treated as cleared for interest calculation purposes on the same day as it is credited to your account.

However, for payments into your account consisting of a mixture of cash and cheques (meaning sterling cheques and/or foreign cheques) on the same paying-in slip - see clause 2.5 below.

### 2.3.2

Other banks may allow you to pay cash into your account(s) with us through their branches. The cash will clear through the central clearing cycle and appear in the balance of your account three working days later. The cash is treated as cleared for interest calculation purposes four working days after it has been paid in at the other bank.

## **Sterling Cheques**

### 2.4.1

To pay in a sterling cheque, foreign cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before accepting it.

### 2.4.2

For sterling cheques, foreign cheques or other items marked on the front as "not transferable" or "account payee", we reserve the right to only accept them for the account of the person or body to whose name or trading name it is payable.

### 2.4.3

You may ask us to send a sterling cheque for special presentation. You will need to complete a declaration form and there is a special presentation fee, see our website for details. Special presentation does not affect when the sterling cheque clears for interest calculation purposes.

### 2.4.4

Under the central clearing cycle, you will normally have to wait three working days after the day a sterling cheque has been paid into your account before you can withdraw the money unless we agree otherwise.

If a sterling cheque has been sent for special presentation, we may allow you to withdraw against it earlier than we would normally do, but it may be longer if there are postal delays.

These time periods may also be extended as necessary if there are credit or fraud prevention reasons to do so.

#### 2.4.5

The amount of a sterling cheque will be included in your account balance before you can withdraw the money unless:

- You ask us to send it for special presentation; or
- We agree otherwise in exceptional circumstances. Our agreement once or more should not be taken to mean that our consent is given for any future transactions.

#### 2.4.6

When referring to the day a sterling cheque or foreign cheque is paid into your account, we mean the first day that we process it subject to clauses 2.6 and 2.7.

#### 2.4.7

We treat sterling cheques as being cleared for interest calculation purposes (if applicable) four working days after they have been paid in, e.g. on Friday if paid in on a Monday.

#### 2.4.8

Clause 2.7 sets out additional provisions for foreign cheques.

### **Paying In a Mixture of Cash and Cheques**

If a mixture of cash and cheques (meaning sterling cheques and/ or foreign cheques) is paid into your account on the same paying-in slip, the cash will be credited to your account, be available for you to withdraw and be treated as cleared for interest calculation purposes on the same day as described in clause 2.3.1 or 2.3.3 (above). Clauses 2.4 and/or 2.7 set out the terms and conditions which apply to sterling cheques and foreign cheques.

### **Sterling Cheques Returned Unpaid**

#### 2.6.1

If a sterling cheque paid into your account is returned unpaid, the amount shown on it will be deducted from your account. We will tell you that this has been done. Depending on why the sterling cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

#### 2.6.2

A sterling cheque may be returned unpaid, even if we have let you withdraw the money and/or the amount on the sterling cheque has been included in your available balance. When a sterling cheque is returned unpaid, it will usually happen three or four working days after the sterling cheque has been paid into your account, but it could be later (see clauses 2.6.3 and 2.6.4).

### 2.6.3

If a sterling cheque paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks is returned unpaid, we will not make a deduction from your account beyond the tenth working day after it was processed by us (if a sterling cheque is paid into your account over the counter at another bank the date we process the sterling cheque will be when your account with us is credited with the amount of the sterling cheque). Because we process overnight the deduction from your account could appear up to 9 am on the seventh working day. For example, if a sterling cheque is paid into your account on Monday, no deduction will be made from your account after 9 am on Wednesday (Friday for sterling cheques paid in at other bank's counters) the following week.

A sterling cheque may be returned unpaid more than six working days after it was processed by us:

- Where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the sterling cheque; or
- If you have given your express consent to the sterling cheque being returned

### 2.6.4

If you withdraw against a sterling cheque which is later returned unpaid and the deduction of the amount of the unpaid sterling cheque from your account would either make your account go overdrawn or over an existing arranged limit, we will treat this as an unauthorised overdraft.

### 2.6.5

Clause 2.7 sets out the different procedures which apply to foreign cheques.

## **Foreign Cheques**

### 2.7.1

We may agree to negotiate or collect a foreign cheque although we are not obliged to do so. We may appoint an agent or correspondent bank (which may be an overseas branch of the Bank or an affiliated Bank) to help us.

You must sign the back of any foreign cheques paid into your account. Your signature should be in the same form as your name on the front of the foreign cheque.

For a foreign cheque that we negotiate, we will credit your account with the amount (or with the discounted converted amount if it is credited to an account in a different currency) on the working day after the maximum processing time begins under clause 2.2.1 above.

### 2.7.2

For a foreign cheque that we negotiate, we will deduct our fees at the time it is paid in. If a foreign cheque is returned unpaid, we will also deduct a further fee at the time it is returned.

For the collection of a foreign cheque, we will deduct a fee from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid foreign cheque.

In addition to our fees, the fees of our agent and/or correspondent banks and/or the bank on which the foreign cheque is drawn, may be payable whether it is paid or not. These will be deducted from your account when we receive notice of them. This may be after your account has been credited with the amount of the foreign cheque.

### 2.7.3

For the collection of a foreign cheque, we will credit your account with the amount of the foreign cheque (subject to clauses 2.7.1 and 2.7.2) when we or our agent and/or correspondent banks are satisfied that the funds have been received and can be credited to your account. There may be a delay after receiving funds from the bank upon which the foreign cheque was drawn before we credit your account so that we and our agent and/or correspondent banks can be certain that it has cleared and has not been returned.

### 2.7.4

For details of how we deal with interest following negotiation of a foreign cheque, contact us

### 2.7.5

You should be aware that a foreign cheque can be returned unpaid even if we have let you withdraw the money and/or the amount of the foreign cheque has been included in your available balance.

If this happens, you and anyone who signed or endorsed the foreign cheque will be responsible to us as all cheques are collected on a recourse basis and therefore if it is returned unpaid we reserve the right to deduct from your account either:

- The amount we credited to your account; or
- If we converted the foreign cheque into another currency, the amount reconverted at our prevailing exchange rate on the date we make the deduction.

This means that the amount we deduct could be greater than the amount we originally credited.

### 2.7.6

While we will take reasonable care in choosing our agent and correspondent banks when negotiating or collecting foreign cheques, we do not accept liability for any loss, damage or delay resulting from any failure to perform or any act or omission of any such agent or correspondent bank which is not directly due to our own negligence. Such agent and correspondent banks will act for your account and at your risk.

If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the foreign cheque, neither we nor our agent or correspondent banks will be liable for any loss which arises when we convert the proceeds of the foreign cheque into the currency of your account at our prevailing exchange rate.

### 2.7.7

Because of difficulties that can occur sometimes with foreign cheques drawn on overseas banks (e.g. exchange restrictions) we may not always be able to negotiate or collect foreign cheques.

## 2.7.8

The Uniform Rules for Collections, as published by the International Chamber of Commerce, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment. If you would like a copy, contact us.

## **Fraudulent or Mistaken Payments into Your Account**

### 2.8.1

If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted by us. This may happen even if the funds are included in your account balance, you have used the funds to make a payment or have transferred or withdrawn all or part of them. If the deduction of the payment from your account would either make your account go overdrawn or go over an existing formally arranged limit, we will treat this as an unauthorised overdraft.

## **3. Payments From Your Account**

### **Methods of Payment**

#### 3.1.1

We will make any type of payment set out in this clause 3 from your sterling current account with us if it has been authorised in any of the ways set out in the mandate that we use with respect to the operation of your account with us.

We will also make payments from your account if we are authorised to make them (without specific instructions from you) under the terms and conditions which apply to the account or by the terms of any facility letter or other agreement or arrangement between you and us.

#### 3.1.2

The payments which can be made from multi currency accounts are limited to payments by cheque, cash withdrawals over the counter at one of our branches (subject to the availability of foreign currency banknotes, which cannot be relied upon unless it is pre-arranged) and priority payments.

#### 3.1.3

For cash withdrawals over the counter at one of our branches, an item of identification acceptable to us may be required to be produced together with the cheque book for the account.

### **Processing Payments from Your Account**

#### 3.2.1

Subject to clauses 3.3, and 3.6.5, payments from your account will be processed and the maximum processing time will begin:

- On the same day if the payment is authorised on a working day (on any day for Faster Payments and internal transfers) before the relevant cut-off time

- On the following working day if the payment or internal transfer is authorised after the relevant cut-off time or on a day that is not a working day

### 3.2.2

We will make a payment from your account if it has been authorised and is covered by:

- Cleared funds in your account; or
- An existing formally arranged limit, or

In determining whether a payment is covered, we may consider any other payments we have made or agreed to make from your account or which have already been authorised, even if such payments have not already been deducted from your account.

We will treat the authorisation of a payment from your account as your consent to it being processed.

### 3.2.3

Sterling cheques paid from your account are normally subject to the central clearing cycle. We will deduct cash withdrawals made over the counter at our office from your account on the same day. For multi-currency accounts this may be the same day.

### 3.2.4

Certain types of payments can be made from your account by the following instruction methods; it can be authorised as follows:

- At a branch - when the payment details and identification provided to us are confirmed to be correct
- By post - when we receive a letter containing payment instructions provided that it contains all the payment details required for the relevant type of payment /see clauses 3.5 and 3.6) and is signed in accordance with the account mandate. Your letter will be deemed received when we open it on a working day
- By phone or by facsimile ("fax") - where you request us to accept instructions by phone or fax the following conditions shall apply:
  - We shall be entitled (but not bound) to accept as genuine and act upon any telephone instruction believed by us in good faith to have been given by you or any such authorised person and upon any signature which in our absolute discretion appears to be the signature of you or any such authorised person on a fax instruction consistent with the relevant account mandate. We shall not be under any obligation to enquire into the genuineness of any telephone or fax instruction nor into the good faith of the person giving any telephone or fax instruction and such telephone or fax instruction shall be binding on you

- We shall not be obliged to act upon any telephone instruction to remit or transfer any amount to a third party. We shall be entitled to require receipt of an original written instruction from you or any such authorised person prior to executing any instructions contained in such telephone instruction. We shall be entitled to require receipt of an original written confirmation of a fax instruction from you or such authorised person prior to executing any instructions contained in such a fax instruction
- You acknowledge that you have considered fully the risks inherent in the giving of a fax instruction and in particular that non-original signatures on the fax may be forged and fax instructions may be transmitted to incorrect numbers, may never reach us and may therefore become known to third parties thereby losing their confidential nature
- You will be responsible for and will reimburse us if we incur losses, expenses or other costs as a result of your negligent act or omission. You will not be responsible for any losses, expenses or costs arising as a result of our negligence or default

### 3.2.5

We may decline to make a payment if:

- The amount of the payment is not covered in accordance with clause 3.2.2
- The payment instructions do not contain all required payment details and all other conditions for the relevant type of payment are satisfied
- We are aware of any inaccuracy in the payment details provided to us
- We are aware of any reason to stop the payment for fraud prevention purposes
- We are not satisfied that the payment and the authorisation are lawful

Unless it is unlawful for us to provide you with such details, if we decline to make a payment:

- If you call us by phone at any time after the payment has been declined, we will tell you that it has been declined, the reasons why (if possible) and the procedure for correcting any factual errors that led to it being declined
- For other payments, you will normally be told when you authorise us to make the payment unless we suspect fraud.

We may charge a fee for each occasion we notify you that a payment has been declined.

### 3.2.6

If any payment from your account which has been authorised in accordance with clause 3 would, if processed by us either make your account go overdrawn or go over an existing formally arranged limit, we will treat this as an unauthorised overdraft.

### 3.2.7

If you know a payment is to be deducted from your account and you pay in funds to cover it, you should tell us because we will try to ensure that the payment is met by these funds although we cannot guarantee we will be able to do this.

### 3.2.8

In the event that:

A resolution is passed for your voluntary winding up; or

- A petition is presented for your compulsory winding up, or
- A petition for a bankruptcy order is presented against you,

Then you agree that we may:

- Refuse to act on any instructions from you or any other party unless you have previously obtained an appropriate validation order from the Court, and/or
- Set-up a separate account or accounts in your name to which any of your future receipts may be credited

## **Cheques Issued on Your Account**

### 3.3.1

The amount of a cheque issued on your account, will normally be deducted three working days after the recipient pays it into their account, e.g. a cheque paid in on a Monday will normally be deducted from your account that Wednesday. The maximum processing time for cheques issued on your account will begin when they are received at the cheque processing centre.

### 3.3.2

The maximum processing time may be longer for a cheque paid into a building society account or any bank outside England, Wales or Scotland, or any account held at a non-clearing bank. However, if a cheque issued on your account is paid in at the counter at one of our branches, e.g. to pay a bill or is paid in by the recipient, the amount will be deducted from your account on the same day.

### 3.3.3

The amount of a cheque issued on your account which is cashed at any branch of the Bank will be deducted from your account on the same day.

### 3.3.4

The amount of a cheque issued on your account which is received for special presentation will be deducted from your account on the day the cheque is received by us. This is likely to be on the working day after the day it was paid in by the recipient, but could be on the day it is paid in.

### 3.3.5

The time taken for the amount of a cheque issued on a foreign currency account to be deducted from your account will depend on when it is paid in, the currency of your account, and the country in which the recipient's account is based.

For further details about a particular cheque, contact us.

### 3.3.6

We do not have to pay any cheques issued on your account which are received for payment when they are more than six months old, but we may do so.

### 3.3.7

We will keep original cheques paid from your account or copies for at least six years.

### 3.3.8

Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

## **Important Security Information**

### 3.4.1

If your cheques are lost or stolen, or if you think that someone has altered or signed one of your cheques without your permission, you must tell us as soon as you can by calling us on the appropriate number shown at the top of this contract.

You may be liable for any resulting losses if you have not taken all reasonable steps to prevent anyone from altering or signing your cheques and/or if you have not notified us of one of the above events.

### 3.4.2

You must only write cheques in the currency of your account.

### 3.4.3

When writing a cheque:

- You must take all reasonable precautions to prevent anyone else altering it or making a forgery, which includes (but is not limited to/ using black ink which cannot be erased, never leaving a gap between words or figures and never signing a cheque before you use it
- You must not write a future date on it as it may prevent the payee from paying it into their bank before that date
- You must sign all alterations you make

- When posting a cheque you must clearly write the name of the payee and also any extra information which you may have about them on the front of the cheque (e.g. HM Revenue and Customs, account D Carter or AAA Bank, account D Carter)

#### 3.4.4

You must read and follow the security information contained in the terms and conditions which apply to your use of your account with the Bank. If you do not do so, you may be liable for any resulting losses.

### **Electronic Fund Transfers and Priority Payments**

#### 3.5.1

Payments from your account can be made immediately (but not on a future date) to a recipient in the UK by electronic fund transfer or overseas by priority payment. These types of payment are authorised when we receive instructions to make them from your account.

#### 3.5.2

Electronic payment charges are applied to these types of payment. Additional expenses may be deducted from your account in respect of electronic fund transfers and priority payments (e.g. for a confirmation that a recipient's bank account has been duly credited).

We will charge for any enquiries we receive in respect of any electronic fund transfer or priority payment whether made by you or by any other person. The charge applies to each payment instruction. Such enquiries may include but are not limited to refunds, cancellations, amendments, duplicated services, copies of cleared payments and enquiries about whether the funds have cleared.

For further details of electronic payment charges, contact us at the above address.

#### 3.5.3

Instructions to make these types of payment must include all the following details:

The correct details of the recipient's bank, including the bank's BIC address, sort code, e.g. 40-05-50 for payments within the UK, or national bank code for payments outside the UK

- The recipient's bank account number (or IBAN if paying to a bank in the EEA)
- The name and address of the recipient
- Any recipient reference you wish to provide
- Your own account number, name and address, which is a legal requirement and these details will be passed to the recipient's bank

#### 3.5.4

Unless the recipient of a priority payment has requested that the payment be sent in a particular currency, we will send the payment in the currency of the destination country (where possible).

## **Standing Orders, Direct Debits, Bill Payments, and Internal Transfers**

### **3.6.1**

Payments from your sterling current account can be made to a recipient in the UK immediately or on a future date by standing order or direct debit. Funds can be transferred from your sterling current account to another sterling account you hold with us in the same name immediately or on a future date by internal transfer. These types of payment are authorised when we receive instructions to make them from your account.

### **3.6.2**

Instructions to make these types of payment must include the following payment details:

- For standing orders and direct debits, details of the recipient's name, the sort code and account number of their account together with the amount, duration, frequency and start date for the payments and any reference you wish to provide for the recipient
- For internal transfers, details of the recipient's name, the sort code and account number of their account together with the amount of the payment, the date on which you would like it to be paid and any reference you wish to provide for the recipient although instructions can be accepted without the recipient's account number where you have made a previous payment to the recipient from your account, this information is set up on your account and you agree to us making the payment without confirming this information.

### **3.6.3**

In respect of direct debits

- You authorise us to make each direct debit payment for which we have received a payment request from the recipient containing a reference which matches the reference on the electronic file or the instruction from by our cut-off time for direct debits of 3:00p.m. on the third working day before the payment is due to be made
- Provided a satisfactory payment request is received by our cut-off time for direct debits, the maximum processing time will be on the working day the payment is due to be made.

## **Payment Details**

### **3.7.1**

We will process and be responsible for processing payments solely on the basis of the BIC, sort code or national bank code of the recipient's bank and the recipient's bank account number (or IBAN) included in the payment instructions we receive in accordance with clauses 3.5.3, 3.6.2 and 3.6.5, regardless of any additional information provided to us.

### 3.7.2

If incorrect payment details have been provided, the payment may be delayed or credited to a wrong account and we will not be liable for any loss incurred by anyone and/or for any delay to the payment being made.

### 3.7.3

If you ask us, we will make reasonable efforts to recover a payment that has been made following incorrect payment details being provided and inform you of the outcome. We will advise you the amount of any fee for doing so at the time.

## **Currency Conversions**

### 3.8.1

If we receive instructions to make payments in a currency other than the currency of your account, we will convert the amount of the payment into or from the currency of your account (as appropriate) at our prevailing exchange rate.

### 3.8.2

Our exchange rates are variable and change constantly throughout the day to reflect movements in the foreign exchange markets. For payments involving a currency conversion from your account where we receive instructions by any instruction method other than by post or fax, we will either advise you of the exchange rate or notify you that it is available.

### 3.8.3

If a payment involving a currency conversion is returned to us, we will convert the returned payment back to the original currency at our prevailing exchange rate when we receive the returned payment and credit it to your account. This means that the amount we credit could be less than the amount we originally deducted.

### 3.8.4

If the payment is conditional on the exchange rate for conversion or on the date of conversion, you must inform us of this when giving us payment instructions.

## **Stopping A Payment**

### 3.9.1

You cannot stop or withdraw your consent to the processing of a cash withdrawal which is to be made immediately.

After we have processed payment instructions for an immediate (or future dated) electronic fund transfer, direct debit, standing order or internal transfer from your account, you cannot stop or withdraw your consent to the processing of the payment.

### 3.9.2

The following types of payment can be stopped as long as we receive instructions to stop the payment within the relevant time limit:

- For an electronic fund transfer, direct debit, standing order, internal transfer or priority payment to be made on a future date - instructions to stop the payment must be received by us at our office, by post, by phone, or by fax, no later than midday on the working day **before** we are due to make the payment
- for a direct debit payment - you must have told the recipient that you are cancelling the direct debit instruction and instructions to stop the payment must be received by us at our office, by post, by phone, or by fax, no later than midday on the working day **before** we are due to make the payment
- for a standing order payment - instructions to stop the payment must be received by us at our office, by post, by phone, or by fax, no later than midday on the working day before we are due to make the payment
- for a cheque – which instructions to stop the payment must be received by us at the Bank, by post, phone, or fax, no later than midday on the day the cheque is presented for payment

### 3.9.3

Our receipt of instructions to stop a payment in accordance with clause 3.9.2 will be treated as the withdrawal of your consent to it being processed.

### 3.9.4

After the time limits in clause 3.9.2 have expired, a payment can be stopped only if we specifically agree and for direct debits, if the recipient also agrees.

## **Refunds**

### 3.10.1

If we become aware that a payment which has been deducted from your account has not been authorised by you, we will refund your account with the amount of the unauthorised payment and, where applicable, we will restore your account to the state it would have been in had the unauthorised payment not been deducted. However, if we suspect that you may have acted fraudulently or may have deliberately failed or been grossly negligent in failing to comply with the terms and conditions applying to your account with the Bank, then we will investigate the payment and will only refund your account if we are satisfied that you have not acted in this way.

### 3.10.2

You may be entitled to a refund of an authorised direct debit payment in accordance with the rules of the Direct Debit Guarantee Scheme.

## **Responsibility and Liability for Payments**

### 3.11.1

We will be responsible for an authorised payment being made in accordance with the payment instructions we receive unless we can prove that the recipient's bank has received the payment within the maximum processing time for the relevant type of payment as set out in clause 3.6.5. In such circumstances:

- Where we cannot prove this to you in relation to a payment which has not been received by the recipient or which has been processed incorrectly, we will without undue delay refund your account with the amount of the payment or overpayment, as applicable. Where applicable, we will also restore your account to the state it would have been in had the payment or overpayment not been made
- If we can prove the recipient's bank has received the payment, they will be responsible to their client for making the payment available to them and crediting their client's account where applicable
- If you ask us to, we will make immediate efforts to trace a payment and will notify you of the outcome.

November 2009