

Business Banking

Terms
Business Customers

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Use of personal information and regulatory details

1 **ā Your information**

1.1 **Who we are**

We are a member of The Royal Bank of Scotland Group (the **Group**). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries telephone 0131 556 8555 or Textphone 0845 900 5960.

1.2 **Our Electronic Information**

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number), supplied by your service provider.

1.3 **How we use your information and who we share it with**

1.3.1 Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

1.3.2 We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- understand customers' requirements
- develop and test products and services

1.3.3 We will not disclose information to anyone outside the Group except:

- where we have permission
- where we are required or permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you
- where we may transfer rights and obligations under an agreement
- to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations or exercise their powers or functions.

1.3.4 We may transfer personal information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

1.3.5 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. If you do not object to the change within 60 days, you consent to that change.

1.3.6 If you would like a copy of the information that we hold about you please write to The Data Protection Manager, Retail Regulatory Risk, 2nd Floor, Business House B, RBS Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. A fee may be payable.

2 **ā Credit reference agencies**

We may make periodic searches at credit reference agencies about your business and the proprietors of that business and will provide information to the Group to manage and take decisions about your accounts.

This may include information about how you manage your business and personal accounts including your account balance, credit limit and any arrears. We will also provide this information about your business, including information about the proprietors of the business to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

3 **Fraud prevention agencies**

3.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or
- other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and employees

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

3.2 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.

4 **Regulatory information**

We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our Firm Reference Number is 121882.

4.1 **Compensation**

The Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000, may cover your account. The FSCS is mainly available to private individuals although some small businesses are covered. Larger businesses are generally excluded. For money held in a bank or building society in the UK, the scheme will cover up to £85,000 of your claim.

Deposits in all currencies are treated the same. Deposits with RBS, Direct Line, Lombard, the One Account, Child & Co, Drummonds and Holt's are all covered by a single FSA authorisation. This means the total deposits with these firms will count towards the one compensation limit. Private individuals and small business client funds may be covered. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk

4.2 Complaints

- 4.2.1 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch.
- 4.2.2 We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint. The Ombudsman will review complaints made by consumers, micro-enterprises, small charities and small trusts. A micro-enterprise means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, a small charity is one with an annual income of less than £1 million and a small trust is one with a net asset value of under £1 million at the time of the complaint.
- 4.2.3 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

Account Terms

These **Terms** apply to the following **Accounts** provided by The Royal Bank of Scotland plc:

- **Current Accounts:**
 - Business Current Account
 - Business Plus Account
 - Foundation Account
 - Royalties Business Account
 - Treasurer's Account
 - Business Banking Direct Current Account
- **Deposit Accounts:**
 - Bonus Saver
 - Business Reserve
 - Client Deposit Service
 - Direct Reserve Account
 - Liquidity Manager
 - Special Interest Bearing Account
 - Tax Saver
 - Client Deposit Manager

These Terms and the related application form set out the **Agreement** between the **Bank** and the **Customer**. The Agreement also includes the "Use of Personal Information and Regulatory Details" as set out above and the accompanying tariff. The Agreement will remain in force until it is terminated in accordance with the termination provisions.

A **Business Day** is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. A Protected Customer is given extra rights by law.

A **Protected Customer** is a consumer or a micro-enterprise, which means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, or a charity, which is one with an annual income of less than £1 million or a small trust which is one with a net assets value of under £1 million.

These Terms consist of:

- SECTION A. GENERAL TERMS WHICH APPLY TO ALL ACCOUNTS**
- SECTION B. SPECIFIC TERMS WHICH APPLY TO INDIVIDUAL ACCOUNTS**
- SECTION C. TERMS WHICH APPLY IF THE BANK ISSUES A CASH OR CASH/DEBIT CARD**
- SECTION D. TERMS WHICH APPLY IF THE BANK ALLOWS THE USE OF TELEPHONE AND ONLINE BANKING SERVICES (EXCLUDING BANKLINE)**

Section A

General terms which apply to all Accounts

- 5 Use of Accounts**
- 5.1 The Customer may make and receive payments on Current Accounts.
- 5.2 The Customer must not overdraw a Deposit Account.
- 5.3 Where there is more than one Account holder, each is responsible for all transactions carried out and for the repayment of any borrowing on the Account.
- 6 Instructions on an Account**
- 6.1 The Bank will not make a payment to another party unless the Customer has consented (whether as an individual transaction or a series of transactions) by giving instructions in accordance with the authority held by the Bank. The Bank may not accept certain types of instruction on Deposit Accounts.
- 6.2 If the Customer wants to cancel a payment, the Customer will notify the Bank at least one Business Day before the payment is due to be made or, in the case of a cheque, presented for payment. The Customer will provide the following details:
- 6.2.1 for cheques: cheque number, Account number, amount, name of payee and date.
- 6.2.2 for standing orders: name of the beneficiary, amount and frequency.
- 6.2.3 for direct debits: name of originator, amount and frequency.
- 6.2.4 for future dated payments: name of beneficiary, amount and due date for payment. The Customer may not stop a cheque guaranteed by a cheque guarantee card.
- 6.3 The Customer may make withdrawals from a Deposit Account, excluding a Direct Reserve Account, at the Account holding branch. The Bank may permit the Customer to make withdrawals from a Deposit Account at another branch, on written request from the Customer to the Account holding branch.
- 6.4 The time of receipt will be the time the Bank receives the Customer's instructions rather than the time that the Customer sends them. Instructions received on a non-Business Day, or after the notified cut-off time for receiving an instruction, will be treated as having been received on the next Business Day. The Customer must not issue future dated cheques. If the Customer does, and a cheque is presented for payment before the date specified, the Bank may pay it. Other instructions for future dated payments will be treated as having been received on the date for payment, or if this is not a Business Day, on the following Business Day.

- 6.5 The Bank will decide at 2.30pm, unless a later cut-off time is specified, on each Business Day, whether the cleared balance on an Account, plus any unused arranged overdraft, is sufficient to cover all cheques, standing orders, Direct Debits and other payments due to be paid on that day or whether an unarranged overdraft should be permitted. The Customer must ensure that there are sufficient funds in the Account by that time, failing which the Bank cannot guarantee that the payment will be made.
- 6.6 If the Bank refuses to make a payment the Bank will notify the Customer by either letter, telephone, text message or any other form of communication the Bank agrees, and if possible, give the Bank's reasons for doing so. The Customer can obtain information on how to correct any errors that led to the refusal by contacting one of the Bank's branches.
- 6.7 When the Bank receives instructions to make a payment in the European Economic Area (EEA), the Bank will credit the institution which holds the payee's account:
- 6.7.1 if the instruction is electronic or by telephone and for payment in sterling or euro, by the end of the first Business Day following the day on which the Bank received the instruction.
- 6.7.2 if the instruction is on paper and for payment in sterling or euro, by the end of the second Business Day following the day on which the Bank received the instruction.
- 6.7.3 for all other instructions, by the end of the fourth Business Day following the day on which the Bank received the instruction.
- 6.8 For payments outside the EEA, different execution times may apply. The Bank will provide further information on request.
- 6.9 If the Customer does not provide correct payment details, the Bank will not be liable for failing to make a payment or making an incorrect payment. The Bank will make reasonable efforts to recover the funds, although it may charge for this. The sort code and account number of an account identifies it, not the name of the account holder.
- 6.10 If a payment is returned, it will be recredited to the originating Account. If the amount returned is in a different currency from the currency of the Account, it will be converted at the Reference Exchange Rate applicable on the day it is credited to the Account. This means that the credit to the Account may be more or less than the original debit.
- 7 Paying into an Account**
- 7.1 Deposit Accounts must be used for business savings only. They should not be used for receiving day to day payments, clearing cheques or paying in notes or bulk coinage. If a Deposit Account appears to be used for those purposes the Bank may refuse to accept payments into the Account.
- 7.2 Electronic payments to the Account will be available on the Account on the same day if received by 6.00pm on a Business Day. Payments received after the cut-off time will be credited on the next Business Day.
- 7.3 Cash deposited with the Bank before 3.30pm on a Business Day will be available on the Account on the same day for cash withdrawals or purchases using a debit card. Different cut-off times apply to the Business Banking Direct Current Account.
- 7.4 Transfers to the Account from any other account of the Customer with the Bank instructed before 3.30pm on a Business Day will be available on the Account on the same day.
- 7.5 A sterling cheque drawn on a UK bank paid in at the Account holding branch or received by the Bank (after being paid in at another branch or sent to the Account holding branch by post), before 3.30 p.m. on a Business Day, will be credited to the Account on the same day, otherwise it will be credited on the next Business Day. However, it will not be included in the Account balance:
- 7.5.1 for the calculation of interest until two Business Days after it was credited to the Account.
- 7.5.2 for use by the Customer until four Business Days after it was credited to the Account. If the cheque is subsequently returned unpaid, the Bank may debit the Account up to 3.30 p.m. six Business Days after the cheque was credited.
- 7.6 A sterling cheque drawn on an overseas bank or a non-sterling cheque may take longer to clear. The Bank will provide details on request.
- 7.7 If the Bank has agreed that the Customer may use a Quick Deposit Service (Business Quick Deposit or Fast Cash) to deposit cash or cheques into an Account:
- 7.7.1 the Bank will provide instructions on the use of the service and supply wallets on request.
- 7.7.2 if the Customer delivers a wallet to the Bank before 3.30pm on a Business Day, the Account will be credited on that day with the amount shown on the bank giro credit in the wallet, otherwise the Account will be credited on the next Business Day.
- 7.7.3 the amount in the wallet may not be checked until after the Account has been credited. If the amount in the wallet is greater or less than the amount shown on the bank giro credit or the wallet contains any forgeries:
- a second member of the Bank's staff will check the contents
 - the Bank will adjust the Account to reflect the difference
 - the Bank will try to notify the Customer within five Business Days
- 7.7.4 no foreign currency notes may be put in a wallet.
- 8 Overdrafts**
- 8.1 An overdraft may only be provided on a Current Account, other than a Foundation Account. The Customer may request an overdraft and if the Bank agrees, the overdraft details will be set out in an agreement between the Bank and the Customer.
- 8.2 The Bank may refuse a withdrawal which would overdraw an Account, unless there is an overdraft agreement. If the Bank does allow that withdrawal:

- 8.2.1 it will treat the instruction as an informal request for an unarranged overdraft.
- 8.2.2 it does not mean that the Bank will allow another similar withdrawal.
- 8.2.3 the Customer will repay the overdrawn amount on demand.
- 8.2.4 the Customer will pay interest on the overdrawn amount, at the Bank's unarranged borrowing rate. The unarranged borrowing rate is included in the tariff and is available from the Bank on request. Interest is calculated daily over a 365 day year and will be applied quarterly to the Account on the penultimate Business Day of March, June, September and December.
- 8.2.5 a Paid Referral Fee may be applied for unarranged borrowing or an Unpaid Item Fee may be applied if the Bank returns an item unpaid.
- 8.2.6 the Bank will not charge interest on any part of an overdraft which represents:
 - a Paid Referral Fee or an Unpaid Item Fee
 - a sum (apart from interest) payable in connection with a breach by the Customer of the Agreement
 Any money credited to the Account will reduce that part of the overdraft first.

9 Interest paid by the Bank

- 9.1 The Bank will set the interest rate for an Account and will inform the Customer of that rate.
- 9.2 Interest is calculated daily over a 365 day year.
- 9.3 Interest will be applied to the Account unless the Bank agrees otherwise.
- 9.4 The following **Reference Rates** apply to interest paid by the Bank:

9.4.1 where an interest rate is stated to be based on it, the Bank of England current Bank Rate.

The current rate and any changes to it will be available:

 - at www.bankofengland.co.uk
 - on notices or leaflets in the Bank's branches.
 - from the Bank on request.
- 9.5 The Bank may change interest rates on an Account immediately and without telling the Customer in advance if there has been a change in the Reference Rate or the change will benefit the Customer.
- 9.6 Changes to variable interest rates which do not track a Reference Rate but which are beneficial to the Customer will be available on notices or leaflets in the Bank's branches and in national newspapers within 3 days of the change coming into effect, unless the Bank elects to notify the Customer in writing within 30 days of the change. Interest rates will also be available from the Bank on request.
- 9.7 Changes to interest rates which track a Reference Rate but which do not reflect a Reference Rate movement, and which are to the Customer's advantage, will be notified to the Customer in writing and will also be available from the Bank on request.
- 9.8 At least 60 days' advance notice will be given for all other changes to interest rates.

10 Foreign currency conversion

- 10.1 The **Reference Exchange Rate** used in foreign currency conversion is the Bank's prevailing rate of the day. The Reference Exchange Rate is published at www.rbs.co.uk and can be found by searching "Commercial Exchange Rates" using the site search engine or is available from the Bank.
- 10.2 The Bank may change exchange rates immediately and without telling the Customer in advance if there has been a change in the Reference Exchange Rate or if the change will benefit the Customer.

11 Termination

- 11.1 A Protected Customer may cancel their Account up to 14 days after it is opened by sending a written notice to their Relationship Manager, or if the Account is not branch based, to the Bank at 135 Bishopsgate, London EC2M 3UR. On cancellation, the Bank will return the money in the Account and any interest it has earned and the Bank will not impose any extra charges. If, at the Protected Customer's request, the Bank has supplied any services before cancellation, the Protected Customer will pay the Bank's charges for those services.
- 11.2 The Customer may instruct the Bank in writing to close an Account.
- 11.3 The Bank may, without giving a reason:

11.3.1 refuse a deposit.

11.3.2 close an Account.
- 11.4 The Bank will give the Customer not less than 60 days' written notice to close an Account, unless the Bank considers there are exceptional circumstances.
- 11.5 The Account may be closed without notice if:

11.5.1 the Bank suspects that the customer has given false information or is using the Account for an illegal purpose.

11.5.2 the Customer or anyone connected with the Customer behaves in a threatening or violent manner towards the Bank's staff.

11.5.3 the Customer was not entitled to open the Account.
- 11.6 On closure:

11.6.1 the Customer will repay any debit balance to the Bank; or

11.6.2 the Bank will repay any credit balance to the Customer after the Customer has returned all unused cheques and cards cut through the magnetic strip and the chip.

12 Charges

- 12.1 The Bank may apply charges for the use of an Account and for services provided to the Customer. Service charges for operating Accounts will be agreed and confirmed at account opening. Details of charges for other services are also available on request.
- 12.2 Charges for information provided at the Customer's request will be agreed between the Customer and the Bank on a commercial basis. If the Customer is a Protected Customer where the charge is not set out in the tariff it will not be more than the cost to the Bank.

- 12.3 The Bank may apply new or revised charges. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will notify the Customer not less than 60 days before any change is introduced.
- 12.4 The Bank will notify the Customer of any accrued service charges and interest at least 14 days before they are debited from an Account. The Bank may apply all amounts due to an Account even if it causes that Account to be overdrawn or exceed any limit.
- 12.5 For international payments and non-sterling payments received from the UK, the agreed charge will be deducted from the amount received.
- 13 Changes to the terms**
- 13.1 If the Bank has valid reason it may change any of these Terms. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' written advance notice of the changes made. During the notice period the Customer may close the Account without paying extra charges or losing interest.
- 13.2 Revised Terms will be available online and from the Bank on request.
- 14 Communications**
- 14.1 All communications between the Bank and the Customer will be in English.
- 14.2 Information on payments into and out of the Customer's Account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.
- 14.3 The Bank will provide a copy of these Terms or any associated product documentation at the request of the Customer.
- 15 Liability**
- 15.1 The Bank is not liable if it delays or refuses to process any payment if:
- 15.1.1 in its reasonable opinion it is in the interests of crime prevention or compliance with laws or regulations; or
- 15.1.2 it is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.
- 15.2 The Bank is not liable for any loss arising from a cause beyond the Bank's reasonable control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.
- 15.3 The Bank is not liable for any indirect loss.
- 15.4 At the request of the Customer, the Bank will make immediate efforts to trace an unauthorised or incorrectly executed payment and notify the Customer of the result.
- 15.5 The Bank is responsible for executing payments sent from and received to the Accounts correctly.
- If the Bank incorrectly executes a payment, or if a payment is unauthorised, it will refund the payment immediately.
- 15.6 If the Customer is not a Protected Customer, the Bank's records as to the authentication, evidence, consent received from a Customer and technical operability will, in the absence of obvious error, be conclusive evidence.
- 15.7 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without undue delay and no later than 13 months after the payment was debited.
- 15.8 If the Customer has authorised a payment initiated by or through a payee, the following conditions must also be satisfied:
- 15.8.1 the authorisation did not specify the exact amount;
- 15.8.2 the amount exceeded the amount the Customer had reasonably anticipated;
- 15.8.3 the Customer makes a request within 8 weeks from the date the money is debited from the Account. If the payment is in sterling or euro and by direct debit, the Customer may have further rights under the UK and Single Euro Payments Area Direct Debit Schemes.
- 15.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps to prevent security details from being used by any unauthorised person.
- 15.10 The Customer is liable for all payments by someone who has security details, or a card or its details, with the Customer's consent.
- 15.11 The Customer is not liable for any loss from the use of a card or security details before they come into the possession of the Customer or Cardholder or, after the Customer has notified the Bank that they have been lost or stolen or are known by someone else.
- 15.12 Unless the Customer is a Protected Customer, the Customer is liable for all unauthorised or incorrectly executed payments resulting directly or indirectly from an act or omission of the Customer:
- 15.12.1 if the Customer has acted fraudulently or deliberately or with gross negligence fails to comply with the terms governing the issue and use of a card or security details; or
- 15.12.2 if, without undue delay and in any event within 13 months of the payment, the Customer fails to notify the Bank of the loss or theft of a card or of the security details becoming known to someone else.
- 15.13 Provided a Protected Customer:
- 15.13.1 notifies the Bank of any unauthorised payment within 13 months of the payment;
- 15.13.2 does not act fraudulently; and
- 15.13.3 does not deliberately or with gross negligence: (i) fail to comply with the terms governing the issue and use of a card or security details, or (ii) delay notifying the Bank of the loss or theft of a card or of

the security details becoming known to someone else, that Protected Customer is:

- only liable for up to £50 for unauthorised payments if a card is lost or stolen or if the Protected Customer has failed to keep the security details safe;
- not liable for unauthorised payments if the card did not have to be produced.

16 Law and jurisdiction

If the Account is at a branch in Scotland, Scots law applies to the Agreement and Scottish Courts have exclusive jurisdiction. If the Account is elsewhere, English law applies to the Agreement and English Courts have exclusive jurisdiction.

Section B

Specific terms which apply to individual Accounts

17 Business Current Account

- 17.1 No interest is payable on a Business Current Account unless the Bank agrees otherwise.
- 17.2 If the Bank agrees, it will pay interest quarterly at the rate set by the Bank.
- 17.3 If interest is paid, it will be applied on the first Business Day of March, June, September and December and calculated on the Business Day before application.

18 Business Plus Account

- 18.1 The Customer must register for telephone and online banking services to operate a Business Plus Account.
- 18.2 The Bank will pay interest quarterly at the rate set by the Bank.
- 18.3 Interest paid, will be applied on the penultimate Business Day of March, June, September and December and calculated 14 days before application.

19 Foundation Account

- 19.1 Overdrafts are not available on a Foundation Account.
- 19.2 No interest is payable on the Account.

20 Royalties Business Account

- 20.1 The Customer may apply for the additional benefits specified in the promotional literature for the Royalties Business Account. Additional benefits made available to the Customer do not form part of the Agreement and the Bank may withdraw them at any time.
- 20.2 If the Account is closed within six months of any benefits being claimed, the Bank may reclaim the value given to those benefits in the benefits brochure issued to the Customer when opening the Account.
- 20.3 If the Customer's turnover exceeds £250,000 per annum, the Bank may convert the Account to a Business Current Account. If it does, existing lending facilities will continue at the agreed rates for the term of the borrowing. All other benefits will cease.
- 20.4 The Bank will pay interest quarterly, at the rate set by the Bank.
- 20.5 Interest paid, will be applied on the penultimate Business Day of March, June, September and December and calculated 14 days before application.

21 Treasurer's Account

- 21.1 A Treasurer's Account is not available to businesses or private individuals.
- 21.2 Unless the Bank agrees more, the maximum credit balance on the Account for interest purposes is £500,000.
- 21.3 The Bank will pay interest quarterly, at the rate set by the Bank.
- 21.4 Interest paid, will be applied on the penultimate Business Day of March, June, September and December and calculated 14 days before application.

22 Business Banking Direct Current Account

- 22.1 The Customer may deposit notes and cheques into a Business Banking Direct Current Account by sending them to the Bank by Royal Mail Special Delivery. Separate bank giro credits for notes and cheques should be included in the envelope.
- 22.2 The terms of Royal Mail Special Delivery apply to an envelope posted by the Customer. The Bank is not liable if the contents of an envelope are not delivered to the Bank.
- 22.3 If an envelope is delivered to the Bank by 1.00pm on a Business Day, the Account will be credited on that day with the amount shown on the bank giro credit, otherwise the Account will be credited on the next Business Day.
- 22.4 If the amount in the envelope is greater or less than the amount shown on the bank giro credit or the envelope contains forgeries:
 - 22.4.1 a second member of the Bank's staff will check the contents.
 - 22.4.2 the Bank will adjust the Account to reflect the difference.
 - 22.4.3 the Bank will try to notify the Customer within five Business Days.
- 22.5 No interest is payable on the Account unless the Bank agrees otherwise.
- 22.6 If interest is to be paid on the Account, the Bank will pay interest quarterly at the rate set by the Bank.
- 22.7 If interest is paid, it will be applied on the first Business Day of March, June, September and December and calculated on the Business Day before application.

23 Bonus Saver

- 23.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 23.2 If during a quarter no more than one withdrawal is made and the Account is not overdrawn, additional interest known as a **Quarterly Bonus** will be paid for that quarter. Withdrawals on the last Business Day of March, June, September and December will count as withdrawals in the following quarter.
- 23.3 If the Customer opens the Account during a quarter, any Quarterly Bonus will be calculated on the number of days the Account has been opened.
- 23.4 If the Customer closes the Account during a quarter the Bank will not pay a Quarterly Bonus for that period.
- 23.5 Interest paid and any Quarterly Bonus, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.

24 Business Reserve

- 24.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 24.2 Interest paid, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.

25 Client Deposit Service

- 25.1 The Bank will pay interest monthly, quarterly or half yearly as agreed between the Customer and the Bank, at the rate set by the Bank.
- 25.2 Interest paid:
- 25.2.1 monthly will be applied on the last Business Day of each month and calculated on the Business Day before application.
- 25.2.2 quarterly will be applied on the penultimate Business Day of March, June, September and December and calculated 14 days before application.
- 25.2.3 half yearly will be applied on the penultimate Business Day of March and September and calculated 14 days before application.
- 25.3 The Bank will not set off credit balances on the Account which belong to third parties, against any liability of the Customer.

26 Direct Reserve Account

- 26.1 The Customer must register for telephone and online banking services to operate a Direct Reserve Account.
- 26.2 Deposits and withdrawals on the Account may only be made by transfer to or from another account of the Customer with the Bank using telephone and online banking services.
- 26.3 The Bank will pay interest monthly, at the rate set by the Bank.
- 26.4 Interest paid, will be applied on the last Business Day of each month and calculated on the Business Day before application.

27 Liquidity Manager

- 27.1 The Bank will pay interest monthly at the rate set by the Bank.
- 27.2 Interest paid will be applied on the last Business Day of each month and calculated on the Business Day before application.

28 Special Interest Bearing Account

- 28.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 28.2 Interest paid, will be applied on the penultimate Business Day in March, June, September and December and calculated 14 days before application.

29 Tax Saver

- 29.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 29.2 If during a quarter no more than three withdrawals are made, additional interest known as a **Quarterly Bonus** will be paid for that quarter. Withdrawals on the last Business Day of March, June, September and December will count as withdrawals in the following quarter.

29.3 If the Customer opens the Account during a quarter, any Quarterly Bonus will be calculated on the number of days the Account has been opened.

29.4 If the Customer closes the Account during a quarter the Bank will not pay a Quarterly Bonus for that period.

29.5 Interest paid and any Quarterly Bonus, will be applied on the last Business Day in March, June, September and December and calculated on the Business Day before application.

30 Client Deposit Manager

- 30.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 30.2 Interest paid, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.
- 30.3 The Bank will not set off credit balances on the Account which belong to third parties, against any liability of the Customer.

Section C

Terms which apply if the Bank issues a cash or cash/debit card

31 Card issue

- 31.1 The Bank may issue a debit or cash card for use on an Account, and a PIN for use with the card, to the **Cardholder**, who will be the Customer or someone else at the Customer's request.
- 31.2 Each card will bear the name of the Cardholder. Cardholders may only use the card issued with their name.

32 Card use

- 32.1 The Cardholder may:
- 32.1.1 use a card with the PIN to obtain cash from cash machines or over the counter at any bank or bureau de change displaying the logo on the card.
- 32.1.2 use a card for purchases (and to obtain cash at the same time) from suppliers displaying the logo on the card.
- The amount of cash that may be withdrawn is the lowest of:
- any cash machine, bank, bureau de change or supplier restrictions
 - the Customer's agreed daily cash withdrawal limit
 - the available funds on the Account.
- 32.2 The Customer will ensure that each Cardholder:
- 32.2.1 complies with the Agreement and any security measures advised by the Bank.
- 32.2.2 discloses the card number to third parties only in order to carry out a card transaction.
- 32.2.3 signs any card issued immediately on receipt.
- 32.2.4 memorises any PIN, destroys the notification slip immediately, never records the PIN in a way that might be recognised by someone else and does not disclose the PIN to any person.
- 32.2.5 takes reasonable care of the card.

- 32.2.6 does not use a card while it is suspended, after it has been cancelled or in breach of any restriction.
- 32.2.7 only uses the card for business purposes.
- 32.3 The Bank may disclose information to any Cardholder.
This information will include, but will not be restricted to details of the Account.
- 32.4 The Bank may disclose information to a third party where it is necessary to carry out card transactions or to comply with its obligations as a payment scheme member.
- 32.5 When the Bank issues a replacement card, it may be under a different payment scheme.
- 32.6 A card transaction is authorised by the Customer where a Cardholder follows the supplier's requirements which may include:
- entering the PIN
 - signing a sales voucher
 - providing the card details and any other details requested
 - using a card reader
 - using a card and the PIN at a cash machine or any bank counter
 - providing the card details and requesting a transfer from the Account.
- Card transactions can be single payments or recurring transactions for a specified number of payments or indefinitely. Future transactions can be authorised for certain or unspecified amounts.
- 32.7 A supplier may ask the Bank for authorisation before accepting payment by card. The Bank may decide not to give authorisation if:
- 32.7.1 the card has been reported as lost, stolen or misused, or the Bank has reason to suspect it is lost, stolen or misused.
- 32.7.2 the Customer or Cardholder has broken the Agreement.
- 32.7.3 there are insufficient funds available on the Account.
- If the supplier is not able to request immediate authorisation, a transaction may be declined.
- 33 Transactions**
- 33.1 Card transactions will normally be applied to the Account on the same day or the next Business Day.
- 33.2 All card payments made in a currency other than sterling will be converted into sterling by the payment scheme on the date it processes the transaction, using the exchange rate it uses for all sterling based accounts (this rate is available on request), and the Exchange Rate Transaction Fee which the Bank sets on the amount of the payment. The exchange 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 relevant payment scheme after that date. Additional charges on transactions abroad will apply depending on the transaction method as shown in the cardholder guide.
- 33.3 The Bank does not guarantee that a Cardholder will always be able to use the card.
- 33.4 If the Customer claims a refund from the merchant, the Bank will credit the Account with the amount of the refund when the Bank has received the refund advice from the merchant.
- 33.5 Once the Cardholder has carried out a transaction, the Customer cannot ask the Bank to stop that transaction.
- 33.6 If a transaction overdraws the Account or exceeds an agreed overdraft limit it will create an unarranged overdraft.
- 34 Lost, stolen or misused cards**
- 34.1 The Customer or Cardholder must notify the Bank without undue delay at a branch or by phoning 0870 6000 459 (or +44 1268 500 813 from abroad) if they suspect that a:
- 34.1.1 card is lost, stolen or has been misused.
- 34.1.2 PIN is known to an unauthorised person.
- 34.1.3 card has been used without authorisation.
- 34.1.4 reported card has been found. A card which is later found must be destroyed.
- 34.2 If the Customer or Cardholder is unable to give notice in any other way, they must write without undue delay to the Account holding branch or to The Royal Bank of Scotland plc, Edinburgh Card Centre, PO Box 2000, The Younger Building, 3 Redheughs Avenue, Edinburgh EH12 9RB.
- 34.3 The Bank may disclose relevant information to a third party if it is in connection with the loss, theft or possible misuse of the card or PIN.
- 35 Payments and charges**
- 35.1 The Customer will meet all expenditure, charges and interest incurred through the use of all cards including where the Bank has suspended, cancelled or restricted their use or where the details on the sales voucher are wrong or where no sales voucher is signed, if the Cardholder has authorised the transaction.
- 35.2 The Customer will pay charges as agreed and confirmed at account opening or when providing the card.
- 36 Notification/cancellation**
- 36.1 The Customer will:
- 36.1.1 notify the Bank immediately of any change to a Cardholder's details.
- 36.1.2 cut through the magnetic strip and the chip of any card which a Cardholder is no longer permitted to use and destroy it.
- 36.1.3 notify all suppliers with a continuing payment authority that a card has been cancelled.
- 37 Ending the use of the card**
- 37.1 The Customer may, at any time, end the use of a card by written notice to the Bank and returning the card to the Bank cut through the magnetic strip and the chip.
- 37.2 The Bank may suspend or terminate the use of a card with immediate effect:
- 37.2.1 for security reasons.
- 37.2.2 where the Customer materially breaches the Agreement.

- 37.2.3 where the Bank suspects unauthorised or fraudulent use of the card.
- 37.2.4 if any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank may not be met. Unless there is a security or other legal reason not to, the Bank will notify the Customer either before it takes action, or immediately after, and give reasons for doing so.
- 37.3 If the use of a card is terminated, the Customer must cut through the magnetic strip and the chip of the card and destroy it.
- 37.4 If the Account is closed the Customer must not use a card for any further transactions or to guarantee payment of cheques.

Section D

Terms which apply if the Bank allows the use of telephone and online banking services (excluding Bankline).

38 Instructions

- 38.1 The Customer authorises the Bank to act on an **Instruction** to make payments to or from the Customer's Account(s) when the transaction has been authenticated by the required security procedure.
- 38.2 The **User(s)** will be the Customer or someone else appointed by the Customer to operate the service and give Instructions.
- 38.3 The Bank is under no obligation to allow an Instruction to be cancelled or amended once received and even if the Bank tries to reverse or revoke an action carrying out an Instruction, it may not be able to do so.
- 38.4 The Bank will only act on an Instruction during the hours of operation on a Business Day and in accordance with the cut off times advised by the Bank.
- 38.5 The Customer is responsible for all Instructions given between the time the User passes the security procedure until the User exits the service. This includes any input errors or Instructions sent by someone other than the User, so Users should not leave the service unattended while still logged on.
- 38.6 If a transaction overdraws the Account or exceeds an agreed overdraft limit it will create an unarranged overdraft.
- 38.7 The Bank does not guarantee that the service will always be available for use.
- 38.8 The Bank may suspend the User's use of the service for security reasons, or where the Bank suspects unauthorised or fraudulent use of the service. Unless there is a security or other legal reason not to, the Bank will notify the User either before it takes action, or immediately after, and give reasons for doing so.
- 38.9 The Customer may, in some situations, use online banking services to give the Bank an instruction to make a sterling payment within the UK outside of normal business hours. Where these instructions can be accepted, the payee's bank will be credited on the same day. The User will be advised at the time an Instruction is sent, if it can not be processed until the next Business Day.

39 Security

- 39.1 The Customer and each User must keep all security details and devices secret and prevent them from becoming known to or accessible by any unauthorised person.
- 39.2 If the Customer or a User receives a request to disclose any security details in full (even if the use of the Bank's name and logo and appear to be genuine) it will be fraudulent. The Customer or User must not reveal the security details and must report the request to the Bank immediately.
- 39.3 The Customer or User must contact the Bank without undue delay if they suspect or believe that:
- 39.3.1 a security device is lost, misused or stolen.
 - 39.3.2 any security details may be known to an unauthorised person.
 - 39.3.3 there has been any unauthorised use of the service.
- 39.4 Telephone banking calls may be recorded.

40 Charges

The Customer will pay the Bank's charges for the service as agreed and confirmed at account opening or when providing the service.

41 Changes

The Bank may change the operation of the service or any service material, the website and software at any time and will give notice of any material changes.

42 Termination

- 42.1 The Customer may terminate the service by giving the Bank written notice at any time.
- 42.2 The Bank may terminate the service by giving the Customer not less than 60 days' notice.
- 42.3 The Bank may terminate the service without notice and with immediate effect, or suspend or limit the Customer's or any User's use of the service, if:
- 42.3.1 the Bank suspects that the security details or devices have not been kept safe.
 - 42.3.2 the Bank suspects unauthorised or fraudulent use of the security details or devices.
 - 42.3.3 any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank may not be met.
 - 42.3.4 the Bank considers it appropriate for the Customer's protection. The Bank will notify the Customer of this action as soon as possible.

Business Credit Card

Credit Card Agreement Regulated by the Consumer Credit Act 1974

This is the Business Card Agreement between The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St Andrew Square, Edinburgh EH2 2YB and the Customer signing the application form.

Key Financial Information	
A Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Customer of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Customer of the applicable Cash Advance Limit. The Cash Advance Limit is 50% of the Business Credit Limit.
B Repayment	Each month the Customer must make at least the Minimum Payment shown on the monthly Statement by the due date shown on the Statement. A payment due on a non-business day, will be payable on the next Business Day (i.e. a weekday other than a national holiday). The Minimum Payment will be either: <ul style="list-style-type: none"> • The greater of £5 or 5% of the full amount outstanding plus any amount by which the balance exceeds the Business Credit Limit; • The full amount, where the sum outstanding is less than £5; or • The full outstanding balance in circumstances set out in Term 2.9.1(b) and (c).
C APR	APR (variable): 23.2%
Other Financial Information	
D Interest Rates	We will charge interest at the following annual rates: Purchases (which includes any Annual Card Fees, foreign exchange conversion fees, payment protection insurance premiums, fees charged to stop a cheque and any administrative charge for ancillary services) and Balance Transfers 16.9% p.a. Cash Advances and cheques 24.9% p.a. We may make Special Offers available to the Customer. The Bank will provide details of the interest rate applicable to the Special Offer and any charges or fees which apply at the time of making the Special Offer available (see Terms 6.7 and 6.8). The rates for outstanding balances are variable. If the full amount outstanding is not paid by the due date shown on the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction or item was debited to the Business Account until repaid in full. No interest will be charged on Purchases if the full amount outstanding is paid in full and credited to the Business Account by the due date shown on the Statement, and the Customer paid the previous month's balance in full and on time. Interest on Cash Advances and cheques will be charged from the date the transaction was debited to the Business Account until repaid in full. Interest will be charged at the rates set out above calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made. Interest on interest is charged at the same rate as applies to that transaction or item and on which the interest is charged. The Bank charges interest on

	interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account. The Bank will not charge interest on over limit fees, late payment charges or other fees which it may apply to the Business Account because the Customer is in breach of this Agreement. Payments the Bank receives are applied towards the repayment of the items on the Business Account in the following order: <ul style="list-style-type: none"> • Cheques, Cash Advances and any applicable fees; • Purchases (shown on any statement) and any applicable fees; • Balance Transfers; • Special Offers; • Purchases (not yet shown on any statement) and any applicable fees; • Default charges.
E Total Charge for Credit	£172.83 comprising the Annual Card Fee of £32 (assuming only one card) and interest based on £1,500 of purchases repaid over one year.
F Changes to interest rates and fees	The interest rate, fees and charges can be changed or new fees or charges introduced by giving the Customer two months' notice. The APR does not take into account possible changes.
Key Information	
G Other charges	The Bank will charge the Customer: <ul style="list-style-type: none"> • £12 Administration Fee if payment is not received by the due date as described in section B above or is returned unpaid; • £12 if the Business Credit Limit is exceeded; • £25 for each cheque returned unpaid; • £25 for each request to stop a cheque; • £32 Annual Card Fee for each additional card we provide; • foreign exchange conversion fee: 2.95% of each foreign exchange transaction (including purchase of foreign currency and travellers' cheques); • an administrative charge for ancillary services (such as providing duplicate statements); • a Cash Handling Fee on Cash Advances which is 3% of the transaction amount (minimum charge £3); • a cheque Handling Fee on each cheque which is 2.5% of the cheque amount (minimum charge £2) Interest will be charged at the rates in D above on amounts unpaid (except on Administration Fees). (See Terms 4.6 and 6.3.)
H Your right to settle your Agreement early	If you wish, you may pay any amount at any time over and above the Minimum Payment or repay the full amount owed to us and if you do so you will not be required to end the Agreement. You can do this by making payment to us in the normal way and as notified to you on your statement.

I Your right to withdraw from the Agreement	<p>You have a right to withdraw from the Agreement (without giving any reason). Your right of withdrawal will start on the latest of the following:</p> <p>(a) the day after the day that the Agreement is made;</p> <p>(b) the day after the day that we first inform you of your credit limit; or</p> <p>(c) the day after the day that you receive an executed copy of the Agreement under section 63 of the CCA;</p> <p>and will end 14 days after that day.</p> <p>If you wish to withdraw from the Agreement you must tell us by calling us on 0845 301 6264 or by writing to us at The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.</p> <p>You must repay all of the credit provided to you under the Agreement without delay and in any event within 30 days of the day after the day that you tell us you wish to withdraw. You will also have to pay any interest which has accrued up to the date you repay the credit to us.</p> <p>Where credit is drawn down during the 14 day withdrawal period, we will notify you, on request and without delay, of the amount of interest that is payable per day.</p>
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MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Bank cannot enforce this agreement without getting a court order. The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice and paying off the amount you owe under the agreement.
- 2) You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe.
- 3) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the Bank or both.
- 4) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will

probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc. However, the card can also be used under an agreement to which this protection does not apply. As a result, there may be circumstances under which you may have to pay for all the losses to the Bank.

Form of Consent

I wish to purchase a Card Protection policy to protect my cards.

I understand that I am purchasing the product ticked above on credit provided by you and that the terms relating to the credit for the product can be found in clauses A to I opposite and in the accompanying Business Card General Terms.

Optional Insurance – you will NOT be covered unless you tick and sign above.

The Agreement comprises the terms at A to I above together with the Business Card General Terms in this brochure. The Customer can request a copy of this information at any time during the duration of the Agreement.

Note to section E

Based on the assumption that on account opening you carry out a purchase transaction which together with any fee payable takes the account up to £1,500 which you repay by 12 equal monthly repayments and interest rates remain the same.

References to the Consumer Credit Act 1974 do not apply to:

- (i) incorporated customers;
- (ii) partnerships of 4 or more partners;
- (iii) partnerships of 2 or 3 partners all of which are incorporated; or
- (iv) sole traders or partnerships of 2 or 3 partners (not all of which are incorporated) where the credit limit exceeds £25,000 and the Bank expects the customer to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement. The above notices in sections H, I, and "Important – read this carefully to find out about your rights", will not apply.

Business Card General Terms

1 Issue of cards and cheques

- 1.1 The **Customer** may apply for the **Bank** to issue Cards to a **Cardholder** or **Cardholders** nominated by the Customer. The Bank may at its sole discretion choose whether or not to issue a Card to a nominated Cardholder. The Customer authorises the Bank to issue a Card and a PIN to a Cardholder nominated by the Customer. The Customer authorises each such Cardholder to use the Card and authorise transactions on the Customer's behalf. The Bank will issue cards bearing the names of the Customer and the Cardholder. A Cardholder may only use the card issued with his/her name.
- 1.2 Cards can be used for the purchase of goods and services where the logo shown on the card is displayed.
- 1.3 The Bank will open, in the name of the Customer:
 - 1.3.1 an **Account** for each card.
 - 1.3.2 a **Business Account** consolidating all the Accounts.

- 1.4 The maximum debit balance allowed on each Account is the **Cardholder Credit Limit**. The maximum debit balance allowed on the Business Account is the **Business Credit Limit** as notified by the Bank from time to time. Unless agreed otherwise the Bank may allow the Cardholder Credit Limit to be exceeded so long as the Business Credit Limit is not exceeded.
- 1.5 The Customer will appoint an Authorised Signatory who can request changes to Customer or Cardholder details by fax or in writing. This includes requests for new cards and for changes to the Business Credit Limit.
- 1.6 The Customer can also instruct the Bank in accordance with the authority held by the Bank.
- 1.7 The Bank is authorised to accept written or faxed instructions. Provided the signature on the written instructions or the fax appears to be that of an Authorised Signatory or consistent with the authority held by the Bank, the Bank may assume the accuracy of the instructions and comply with them. The Bank may contact the person giving the written or faxed instruction by telephone, to confirm any instructions or information received. The Bank may also accept instructions over the telephone if agreed with the Customer. When accepting instructions over the telephone, the Bank will ask the person on the telephone certain agreed security questions. Provided the person is able to provide the correct answer, the Bank may assume that person is an Authorised Signatory or other person entitled to provide instructions to the Bank, assume the accuracy of the instructions and comply with them.
- 1.8 The Customer will immediately notify the Bank of any change of name, address, telephone number or email (where applicable). If the Customer notifies the Bank by telephone, the Bank may ask the Customer to confirm any notice in writing.
- 1.9 The Bank may agree to supply cheques for use by a Cardholder on written request by an Authorised Signatory or in accordance with the authority held by the Bank. Each cheque will bear the names of the Customer and the Cardholder. Only the named Cardholder can use a cheque.
- 1.10 The Bank enables the card to be used to withdraw cash (which includes foreign currency and travellers' cheques) and to make money transfers unless the Customer has notified the Bank that it does not want these facilities to be available to it. The Bank may restrict the amount that may be withdrawn as Cash Advances to a percentage of the Credit Limit. If the Bank does this, it will inform the Customer of the Cash Advance Limit at that time. The Bank may also set a maximum amount which a Cardholder can withdraw as cash within any day or other period determined by the Bank and notified to the Customer. If the Bank does this, it may refuse any transactions which exceed that amount.
- 1.11 Unless expressly stated, any products, additional features or benefits made available to the Customer and/or Cardholder(s) do not form part of the Agreement and the Bank may withdraw them at any time.

Use of cards and cheques

2 Authorising card transactions

- 2.1 A card transaction will be regarded as authorised by the Customer where the Customer or a Cardholder:
- 2.1.1 authorises the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
- entering the PIN or providing any other security code;
 - signing a sales voucher;
 - providing the card details and/or providing any other details requested;
 - waving or swiping the card over a card reader.
- The authorisation of a transaction can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period), or pre-authorising a future transaction of a certain or uncertain amount.
- 2.1.2 inserts a card and their PIN and makes a request for a Cash Advance at an ATM or at any bank counter;
- 2.1.3 orally or in writing provides the card details to the Bank or the Bank's representative and requests a Balance Transfer, Cash Advance or money transfer from the Account;
- 2.1.4 presents (including by sending) a completed cheque bearing the card details to any person.
- 2.2 In the event that a card transaction has not been authorised, the Customer or Cardholder may authorise a transaction after it has been made by providing its consent to the transaction orally or in writing.
- 2.3 Authorisation for a card transaction may not be withdrawn (or revoked) by the Customer or the Cardholder after the time it is provided by the Cardholder. However, the following transactions may be withdrawn at a later date as follows:
- 2.3.1 any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
- 2.3.2 recurring transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 If a Card transaction is authorised by the Bank, that transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Account Limit. Funds to cover authorised transactions received by the Bank will be paid over to the merchant acquirer by the next business day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.
- 2.5 A transaction (the payment order) will be received as follows:

- 2.5.1 For purchases and ATM transactions, at the time the Bank receives the transaction instruction from the merchant acquirer or ATM operator;
- 2.5.2 For Balance Transfers or other transactions communicated directly to the Bank (e.g. money transfers), at the time the Customer or a Cardholder asks the Bank to complete the transaction. If a transaction is received after 6pm, the transaction instruction or request will be deemed to have been received by the Bank on the following business day. The receiving bank account is usually credited on the day that the Customer's account is debited (and in any event within 1 working day following receipt by the Bank of the payment instruction and may take an additional day if authorised using a paper based authorisation process). If it is not possible to send a payment by the Faster Payments Service, the Customer will be given the option to make payment via an alternative payment method if available (e.g. CHAPS). Any applicable charges will be notified to you.

Cardholder usage

- 2.6 The Customer will ensure each Cardholder only uses cards and cheques for business purposes and:
- 2.6.1 complies with the Agreement and any security measures advised by the Bank;
- 2.6.2 does not exceed their relevant Cardholder Credit Limit;
- 2.6.3 does not exceed their Cash Advance Limit;
- 2.6.4 discloses the card number to third parties only in order to carry out a card transaction;
- 2.6.5 signs any card issued immediately on receipt;
- 2.6.6 memorises any PIN issued by the Bank for use with a card, destroys the notification slip immediately, never records the PIN in a way that might be recognised by someone else and does not disclose the PIN to any person;
- 2.6.7 takes reasonable care of the card and cheques;
- 2.6.8 does not write cheques for cash; and
- 2.6.9 does not use a card or cheque while it is suspended, after it has been cancelled or in breach of any restriction.

Customer obligations in relation to the card

- 2.7 The Customer will:
- 2.7.1 meet all expenditure, charges and interest incurred through the use of all cards and cheques (unless a refund is lawfully due) including where a card continues to be used by the Cardholder after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or a Cardholder uses the card in breach of their obligations to the Customer.

- 2.7.2 notify the Bank immediately of any change to a Cardholder's or the Customer's details.
- 2.7.3 notify the Bank without undue delay [and within a maximum of 13 months after the date the transaction is debited to the Account] where the Customer knows or suspects a card or cheque has been misused or where a payment has been wrongly executed.
- 2.7.4 return to the Bank or destroy cards and cheques, where a Cardholder is no longer permitted to use them.
- 2.7.5 notify all suppliers with a continuing payment authority that a card has been cancelled.

- 2.8 The Customer may be entitled to claim a refund in relation to transactions where:
- 2.8.1 a card transaction was not authorised under this Agreement;
- 2.8.2 the Bank is responsible for a card transaction which was incorrectly executed and the Customer or Cardholder notified the Bank in accordance with Condition 2.7.3;
- 2.8.3 a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the card or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if:
- the amount of the transaction was made available to the Customer or Cardholder at least 4 weeks before the card transaction date; or
 - it is made more than 8 weeks after being debited to the Account.

- 2.9 The Bank may at any time (and in accordance with such notice as may be required by this Agreement or under statute):
- 2.9.1 suspend, restrict or terminate a Cardholder's use of a card and cheques or refuse to issue or replace a card or cheques and/or reduce any agreed credit limit and/or advance limit if it reasonably considers it necessary for reasons relating to the following:
- the Bank is concerned about the security of the Account;
 - the Bank suspects the Account is being used or might be used in breach of this Agreement or in an unauthorised or fraudulent manner; and
 - if there is a change in the Customer's financial circumstances giving the Bank reasonable grounds to believe there to be a significantly increased risk that the Customer may have difficulty paying the Bank, including:
 - the Customer proposes a voluntary arrangement with its creditors.

- there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Bank;
- any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer;
- there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Customer.

Prior notice will be given to the Customer unless it is unable to do so or it would be illegal or would compromise security of the Account, in which case it will inform the Customer afterwards.

- 2.9.2 refuse to authorise a card transaction for any of the following reasons:
- a. any of the reasons set out in 2.9.1
 - b. if there is insufficient credit limit available on the Account to cover the amount of the transaction;
 - c. in the event of systems or software failures or errors
 - d. the Bank considers the transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the card
 - e. errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions
 - f. if the Customer has requested some form of restriction to be placed on a card or on transactions.

If the Bank refuses a card transaction, the Customer or Cardholder can obtain information about the refusal (unless it would be unlawful for the Bank to provide this information) and if possible, the Bank's reasons for refusing to authorise the transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by telephoning the Bank on 0845 301 6264, Tynetalk 18001 0845 301 6264 (Mon-Fri 8am-6pm; Sat 9am-1pm). Calls to telephone banking services may be recorded. Depending on the nature of the transaction being made the Bank may also provide the information orally at the point of transaction or online.

The Bank is not liable if any retailer, bank, cash terminal or other machine will not accept a card or convenience cheques.

- 2.10 The Bank may disclose information to a third party

where it is necessary to carry out card transactions or to comply with its obligations as a payment scheme member.

- 2.11 The Bank may allow a Balance Transfer, from another card to a card Account. If so, the Bank will state the interest rate, any charges, the applicable period and any additional terms which apply. There is a minimum amount of £100 for all Balance Transfers.

3 Lost and stolen cards and cheques and unauthorised or incorrectly executed payments

- 3.1 The Customer must notify the Bank without undue delay on 0870 6000 459 International +44 1268 500 813 (24 hours – calls may be recorded), Tynetalk users dial 18001 0870 6000 459, if the Customer knows or suspects that a:
- 3.1.1 card or cheque is lost or stolen.
 - 3.1.2 PIN or password is known to an unauthorised person.
 - 3.1.3 reported card or cheque has been found. A card or cheque which is later found, must be destroyed.
- 3.2 Provided the Customer has properly notified the Bank, unless the Customer or a Cardholder acts fraudulently or with gross negligence, the Customer's maximum liability will be £25 for losses arising from fraudulent use of the card before notification that it has been lost or stolen. The Customer is not liable for a fraudulent transaction where the card is used on the Internet, by telephone or mail order.
- 3.3 The Customer will (and will ensure that Cardholders) assist the Bank to recover cards or cheques and investigate any loss, theft or the disclosure of a PIN or password.
- 3.4 The Bank may disclose information to third parties in relation to lost or stolen cards or cheques.
- 3.5 If a transaction was not authorised or was incorrectly executed the Customer must notify the Bank without undue delay (and within a maximum of 13 months after the date the transaction is debited to the Account) on 01268 508020, Tynetalk 18001 01268 508020.
- 3.6 Where a transaction was not authorised by the Customer, the Customer is entitled to an immediate refund of the amount and interest or charges that would not have been payable but for the transaction.
- 3.7 Where a transaction is incorrectly executed, the Bank is liable:
- 3.7.1 for Balance Transfers or other transactions initiated by the Bank unless the person to whom funds were sent is proved to have made the error;
 - 3.7.2 for Purchases and Cash Advances, if it can be proved that the Bank received the payment order.

4 Transactions and Statements

- 4.1 Card transactions will be debited to the relevant Account and will be shown on a monthly Statement together with any interest and charges.

- 4.2 The Statement will show:
- 4.2.1 information relating to each card transaction which will enable it to be identified;
 - 4.2.2 the amount of the card transaction shown in the currency in which the transaction was paid or debited to the account;
 - 4.2.3 the amount of charges for the transaction and the interest payable;
 - 4.2.4 any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;
 - 4.2.5 the date the transaction is authorised and posted on to the Account.
- 4.3 The Bank reserves the right not to issue a Statement if there is a nil balance and there have been no entries since the last Statement.
- 4.4 The Statement will constitute a demand for payment. The Minimum Payment outstanding on the Business Account shall be made by the Customer no later than the due date shown on the Statement. The Customer is required to pay, without further demand being made, any arrears from the previous Statements. The Bank may include the amount of any arrears in Statements and arrears may be added to the amount required that month to show the total amount the Customer must pay to the Bank. Any payment that Bank receives (or part of it) will be treated as paying off:
- any arrears made up of the Minimum Payment not including any sums due in order to repay over limit amounts;
 - any Minimum Payment not including any sums due in order to repay over limit amounts;
 - any sums due in respect of over limit amounts not included in the last Minimum payment due; and
 - any sums due in respect of arrears made up of over limit amounts.
- Payment shall be made by the Customer presenting to its bank a request for payment by Direct Debit and immediately and irrevocably authorising its bank to pay all such requests upon presentation at all times during the continuance of this Agreement. The Customer's Direct Debit must be made from its Business Current Account unless the Bank waives this requirement.
- 4.5 Payment will only be treated as having been made when cleared funds have reached the Business Account and will be applied to the repayment of the items on the Business Account in the following order:
- Cheques, Cash Advances and any applicable fees;
 - Purchases (shown on any statement) and any applicable fees;
 - Balance Transfers;
 - Special Offers;
 - Purchases (not yet shown on any statement) and any applicable fees;
 - Default charges.
- 4.6 Statements will be provided either by post, by electronic means or by making the information available on a Customer's secure webpages. A charge will be made for supplying additional or duplicate copies of statements. The amount of the applicable charge may vary from time to time and the current amount of the charge is stated on our website at www.rbs.co.uk/businesscard
- ## 5 Set-off and tax
- 5.1 The Bank may set off any amount due to the Bank under the Agreement against any amount owing by the Bank to the Customer. The Bank may exercise this right, without prior notice both before and after demand, and to do so, may convert to one currency, any amount which is in a different currency.
- 5.2 Any tax, duty or other charge imposed on the Business Account and paid by the Bank, will be debited to the Business Account.
- ## 6 Fees and interest
- 6.1 The Customer will pay the Bank's fees and interest as set out in the Terms or as advised to the Customer.
- 6.2 No interest will be charged on any amount debited to the Business Account in respect of Purchases if the full amount outstanding is paid in full and credited to the Business Account by the due date shown on the Statement, and the Customer paid the previous month's balance in full and on time. If the full amount outstanding is not repaid by the due date shown on the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction or item was debited to the Business Account until repaid in full. Interest on all Cash Advances and cheques will be charged from the date the relevant Cash Advance or cheque was debited to the Business Account until full repayment is made. Interest will be charged at the rate set out in section D of the Agreement (or such other rate as is notified to the Business from time to time) calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made to the Business Account.
- 6.3 If the Minimum Payment is not received by the due date shown on the Statement an administration fee as stated in section G of the Agreement will be charged in addition to the interest stated in 6.2 above.
- 6.4 Interest is charged on interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account.
- 6.5 We will not charge interest on over limit fees, late payment charges or other fees which the Bank may apply to the Business Account because the Customer is in breach of this Agreement.
- 6.6 Card transactions will be carried out in sterling. Foreign card transactions will be converted into sterling using the exchange rate used by the payment scheme as applicable at the date of the debit. 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 relevant payment scheme after that date. A foreign exchange conversion fee of 2.95% of the transaction value will be added.

- 6.7 The Bank may charge the Customer a reduced promotional rate on all or some transactions instead of the standard rate (Special Offer). The Bank will notify the Customer of this. If the Customer breaches the Agreement, the Bank may withdraw the Special Offer and the benefits the Customer would otherwise have received for the remaining period for which the Special Offer would have applied. The then applicable standard interest rates will then apply to the transactions carried out under the terms of the Special Offer.
- 6.8 If the Customer accepts a Special Offer, the rate notified to the Customer by the Bank as being the rate applicable to the Special Offer will apply for the period specified in the terms of the Special Offer. After that the interest rate applicable to transactions carried out under the terms of the Special Offer will revert to the then applicable standard interest rate.
- 6.9 The Bank may agree a payment holiday allowing the Customer to miss one or more monthly payments. If this happens, interest will still be charged on the balance on the Business Account but no Administration Fee will be charged.
- 7 Termination**
- 7.1 The Agreement will continue indefinitely unless terminated. The Bank may terminate the Agreement for any reason by giving the Customer at least 2 months' notice. The Customer may terminate the Agreement by giving the Bank at least 1 month's notice.
- 7.2 If the Customer is in material breach of the Agreement, the Bank shall be entitled to terminate the Agreement with immediate effect on giving written notice to the Customer. The Bank will follow the correct legal requirement including the requirements under the Consumer Credit Act to serve notices before certain actions are taken.
- 8 Consequences of termination**
- 8.1 On termination of the Agreement:
- 8.1.1 any balance, interest and outstanding fees on each Account will be immediately payable. Where Annual Card Fees have been applied to the Account or Business Account within the year prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to the Customer under the terms of this Agreement which terms will continue in effect notwithstanding the termination;
- 8.1.2 all cards and cheques will be cancelled;
- 8.1.3 the Customer remains liable for all transactions authorised prior to the date of termination or the result of continued use of the card. The Customer must also pay any interest and fees which are applied to the Business Account after the date of termination.
- 8.2 Termination of the Agreement will not affect:
- 8.2.1 the rights of either party accrued to the date of termination;
- 8.2.2 any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement.
- 9 Exclusions**
- 9.1 The Bank is not liable for loss arising from:
- 9.1.1 any cause which results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary; or
- 9.1.2 the Bank's compliance with legal or regulatory requirements; or
- 9.1.3 loss or corruption of data unless caused by the Bank's negligence or wilful default.
- 9.2 The Bank is not liable for:
- 9.2.1 business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
- 9.2.2 any indirect or consequential loss.
- 9.3 Except as set out in the Agreement, the parties have not relied on and do not have any rights against each other in relation to any oral or written representation, warranty or collateral contract made before the date of the Agreement in relation to the Business Card.
- 9.4 Nothing in the Agreement excludes liability for fraudulent misrepresentation, death or personal injury.
- 10 Financial information**
- The Customer will promptly provide any information regarding the Customer's financial condition and business as the Bank reasonably requests, including audited financial statements.
- 11 Transfers**
- 11.1 The Bank may allow any person to take over any of its rights and duties under the Agreement. The Customer authorises the Bank to give that person or its agent any financial or other information about the Customer. References to the Bank in the Agreement include its successors.
- 11.2 The Customer may not transfer the benefit of the Agreement.
- 12 Non-waiver**
- If the Bank waives any of its rights under the Agreement, it does not mean the Bank will waive that right in future.
- 13 Severability**
- If any of the Terms is held to be unlawful or unenforceable, it will be severed from the remaining Terms which will continue in full effect.
- 14 Changes**
- 14.1 The Bank may unilaterally change any of these terms by notifying the Customer at least 2 months before the change is due to take effect. The change will automatically take effect and the Customer will be deemed to have accepted the notified change unless the Customer notifies the Bank that it does

not agree to the change. In that event, the Bank will treat that notice as notification that the Customer wishes to immediately terminate the Agreement.

- 14.2 The Bank may apply changes to the payment scheme's exchange rate (as applicable) immediately. The Bank may also make changes to interest rates which are more favourable to the Customer immediately and without any notification.
- 14.3 The Bank may change the Business Credit Limit and the Cardholder Credit Limit at any time. The Bank will only reduce these limits for a good reason, for example the Customer's circumstances change or because the Bank's assessment of the risks of lending changes. If the Bank increases the Business Credit Limit and/or Cardholder Credit Limit, it will give at least 30 days notice of any changes. The Customer can inform the Bank at any time if it wants a lower Business Credit Limit and/or Cardholder Credit Limit, including the right to refuse a Business Credit Limit increase proposed by the Bank. The Customer may also inform the Bank if it does not wish to receive any credit limit increases in the future.

15 Notices

- 15.1 All notices and other communications must be in writing in English unless expressly permitted to be oral under this Agreement or by statute.
- 15.2 The Bank may deliver a notice or communication to the Customer at the contact details last known to the Bank, the Customer's registered office or electronically where the parties agree.
- 15.3 A notice or communication by the Bank will be effective at the time of personal delivery or when an electronic message is sent; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day.
- 15.4 Unless the Bank agrees otherwise, a notice from the Customer to the Bank must be in writing addressed to The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ and will be effective on receipt.

16 Law and jurisdiction

- 16.1 These Business Card General Terms and the Agreement are concluded in English and shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under the Agreement. Notwithstanding the above, if the address given for the Customer in the application form is situated in Scotland then the Agreement shall be governed and construed in accordance with Scots law and the Bank and the Customer both agree to submit to the non-exclusive jurisdiction of the Scottish Courts.

17 Your Information

Who we are

- 17.1 Your account is with The Royal Bank of Scotland plc. We are authorised and regulated by the Financial Services Authority as a bank and insurance mediator. Authorised number 121882. We are also licensed by the Office of Fair Trading for consumer credit activities. Licence number 176720.
- 17.2 We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

18 Your electronic information

- 18.1 If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

19 How we use your information and who we share it with

- 19.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- 19.2 We may use and share your information with other members of the Group to help us and them:
- assess financial and insurance risks;
 - recover debt;
 - prevent and detect crime;
 - understand our customers' requirements;
 - develop and test products and services.
- 19.3 The Customer agrees that the Bank may at any time disclose to any other member of the payment scheme any data or details relating to the Business Card account, pursuant to the Bank's obligations under this Agreement to operate the Account on behalf of the Customer.
- 19.4 We do not disclose your information to anyone outside the Group except:
- where we have your permission; or
 - where we are required or permitted to do so by law; or
 - to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
 - where we may transfer rights and obligations under this Agreement.
- 19.5 We may disclose your information to government entities or regulatory bodies in order that those entities may, discharge their responsibilities and obligations or exercise their powers or functions.
- 19.6 We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

- 19.7 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.
- 19.8 If you would like a copy of the information we hold about you, please write to: National Westminster Bank Plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. A fee may be payable.
- 22.3 We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint.
- 22.4 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch or your Business Manager. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

20 **🔍 Credit reference agencies**

- 20.1 We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

21 **🔍 Fraud prevention agencies**

- 21.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

- 21.2 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. The agencies may charge a fee.

22 **🔍 Regulatory information**

- 22.1 We are a member of the Financial Services Compensation Scheme. The Scheme can pay compensation to customers if a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. For further information on the conditions governing compensation and details on how to apply, please refer to the FSCS at www.fscs.org.uk
- 22.2 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or from your Business Manager.

SUMMARY BOX			
The information contained in this table summarises key product features and is not intended to replace any terms and conditions			
Purchase APR	Representative 23.2% APR (Variable)		
Interest rates		Monthly Rate	Annual Rate
	Purchases	1.408%	16.9%
	Balance Transfers	1.408%	16.9%
	Cash Advances	2.075%	24.9%
	Cheques	2.075%	24.9%
Interest free period	<ul style="list-style-type: none"> • Maximum 45 days for purchases if you pay your balance in full and on time, and have paid the previous month's balance in full and on time. • No interest-free period on balance transfers, Cash Advances or cheques. 		
Interest charging information	You will not pay interest on new purchases if you pay your balance in full and on time, and have paid the previous month's balance in full and on time. Otherwise, the period over which interest is charged will be as follows:		
		From	Until
	Purchases	date debited to your account	paid in full
	Balance Transfers	date debited to your account	paid in full
	Cash Advances	date debited to your account	paid in full
	Cheques	date debited to your account	paid in full
Allocation of payments	<p>If you do not pay off your balance in full payments the Bank receives are applied towards the repayment of the items on the Business Account in the following order:</p> <ul style="list-style-type: none"> • Cheques, Cash Advances and any applicable fees; • Purchases (shown on any statement) and any applicable fees; • Balance Transfers; • Special Offers; • Purchases (not yet shown on any statement) and any applicable fees; • Default charges. <p>For further details, please refer to your Business Card General Terms.</p>		
Minimum repayment	5% or £5, whichever is greater. If you only make the minimum payment it will take longer and cost more to clear your balance.		
Credit Limit	Minimum credit limit	£500	
	Maximum credit limit	Subject to status	
Fees	Annual Card Fee (for each card issued) normally £32 For further details, please refer to your Business Card General Terms		
Charges	Cash Advance Handling Fee	3.0%, minimum £3.00	
	Cheque Handling Fee	2.5%, minimum £2.00	
	Foreign currency transactions (including purchase of foreign currency and travellers' cheques)	2.95% exchange fee on non-sterling transactions	
	Request to stop a cheque payment	£25.00	
	For further details, please refer to your Business Card General Terms		
Default charges	Over limit fee	£12.00	
	Late payment fee	£12.00	
	Returned payment fee	£12.00	

The Royal Bank of Scotland Business Card Your Insurance Policies

We only offer insurance products from a limited number of insurers – you can contact us to ask for a list of these insurers. You will not receive advice or recommendations from us in respect of any of the insurances detailed in the enclosed 'Business Card Your Insurance Policies Terms'. You will need to make your own choice on how to proceed.

You are entitled, at any time, to request information regarding any commission which the Bank may have received in respect of these insurance products that are relevant to your account by calling 0845 301 6264, Tynetalk 18001 0845 301 6264.

Commercial Card Protection

Statement of Demands and Needs

If you do not have insurance cover which (i) enables you to cancel all missing cards in one phone call; and/or (ii) covers you for the amount of any unauthorised transactions that take place on your lost or stolen cards which your card issuer holds you liable to pay; and/or (iii) provides emergency cash, this Commercial Card Protection Policy or Card Protection Plus Policy may meet your needs. You will not receive advice on whether this is suitable for your needs; you should make your own choice whether this is suitable.

Statement of Price

Commercial Card Protection Insurance costs £50 (for up to 15 cards) or £15 per year per card (for Limited Liability Partnerships, Limited Companies and Partnerships). Card Protection Plus Insurance costs £29 per year per policy (for Sole Traders).

Your Policy Summary

Commercial Card Protection and Card Protection Plus policy



This is a summary of cover only. Full terms and conditions are included in a policy pack sent on acceptance of your application. Terms are also provided at each policy renewal.

The Insurer

Commercial Card Protection and Card Protection Plus are provided by Card Protection Plan Limited ("CPP"), which arranges cover with the insurer, ACE European Group Limited.

About Commercial Card Protection and Card Protection Plus

These policies provide a loss reporting line so that missing cards are promptly cancelled. They cover against any unauthorised transactions that your card issuer holds you liable for if your cards are lost or stolen. You can also receive an emergency cash advance if all your cash is lost at the same time as your cards and you are stranded without any other access to money.

Policies are for one year. At the end of your policy term, you will receive a renewal notice but your policy will be renewed automatically and your premium will be collected unless you tell CPP beforehand that you do not want to renew. To be eligible for cover, you must be over 18 and live either in the United Kingdom, Isle of Man, Jersey, Guernsey or the Falkland Islands.

Principal features

- Up to £20,000 per policyholder per year for unauthorised transactions your card issuer holds you liable for if your cards are lost or stolen.
- (Card Protection Plus only) Cover for replacing locks and keys if your keys are lost or stolen. Includes car hire/travel expenses, costs of vehicle immobilisers or alarms being reset and costs of replacing vehicle infrared handsets.
- Emergency cash, hotel bill advance and replacement travel ticket advance available.
- (Card Protection Plus only) Covers you and up to four other people living at your address.

Conditions and Exclusions

These are the most important conditions and exclusions only. Full details of all conditions and exclusions are listed in the policy document. You should refer to this if you want to decide if there are other conditions and exclusions that may be important to you.

- Card loss must be reported to CPP within 24 hours of discovery (policy section A10).
- (Card Protection Plus only) Key loss must be reported to CPP within 24 hours of discovery (policy section A9).
- You must be away from home when your cards are lost or stolen to be eligible for replacement travel ticket and emergency cash advances (sections B9 and B8). Hotel bill payment only available if you are abroad when cards go missing (section B4).
- To be eligible for cash advances and payments, you must apply for these within 48 hours of notifying us of your card loss. Advances are subject to status and repayable within 28 days (sections B4, B8, B9).
- (Card Protection Plus only) Car hire or travel expenses cover is available for three days' expenses only, which must be agreed in advance by CPP when you report the loss and before these costs are incurred (section B2).

Cancellation

You have a 21 day right to cancel from your policy start date and a 14 day right to cancel from your renewal date with a full payment refund. To cancel, please call **0844 848 1546**. If you cancel outside these periods, you will not be entitled to a refund of the payment you have paid.

Complaints and Claims

If you are unhappy with your policy or if you need to make a claim, please telephone **0844 848 1546**. If you remain unhappy following a complaint, you may be able to refer to the Financial Ombudsman Service (0845 080 1800). If you need to make a claim, we will tell you what to do and what documents you must send us.

Consumer Protection

CPP and ACE are members of the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered for 90% for the claim, without any upper limit.

Employee Misuse Insurance – at no extra cost

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Employee Misuse coverage as described in the Policy.

Statement of Price

Royal Bank of Scotland Employee Misuse Insurance is provided with your card for no extra cost.

Your Policy Summary



This document provides a summary only of the benefits and limitations of The Royal Bank of Scotland Employee Misuse Insurance provided to companies that have established a Commercial Card account with The Royal Bank of Scotland plc. It has been prepared in accordance with format requirements prescribed by the FSA. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document(s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover.

In the event of a cardholding employee of your company misusing their Royal Bank of Scotland Business Card, the insurance automatically protects The Royal Bank of Scotland and you by way of liability waiver, against losses up to £1,000,000 per company and £15,000 per cardholder during the period of insurance. There is a smaller limit of £600 for misuse involving cash. The period of waiver is 75 days prior to the discovery date of the loss by your company and 14 days after this date. The cover is provided by certain underwriters at Lloyd's of London, and covers The Royal Bank of Scotland Group and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to The Royal Bank of Scotland plc in 90 days. Should a cancellation notice be issued to The Royal Bank of Scotland plc, they are obliged to notify you immediately. The underwriters will not be liable for loss of interest or consequential loss of any kind, and cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Royal Bank of Scotland Commercial Cards, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Telephone: 0845 301 6264 Textphone 0870 154 1192. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's).

Their address is Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. email: complaints@lloyds.com.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

Travel Accident Insurance – at no extra cost

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Accident Insurance coverage as described in the Policy.

Statement of Price

RBS Travel Accident Insurance is provided with your Business Card for no extra cost.

Your Policy Summary



This summary does not contain the full Terms and Conditions of cover. These are set out in the Policy Document. Travel Accident Insurance is underwritten by **ACE European Group Limited Registered in England Number 1112892, Head Office: 100 Leadenhall Street, London EC3A 3BP, www.aceuropeangroup.com** which is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/pages/register> or by contacting the FSA on 0845 606 1234.

Significant Features and Benefits

Up to a maximum of £50,000 for Business Card Cardholders for any one person for accidental death (limited to £3,000 for children) or permanent disabling injury (as defined in the Policy Document) covering you, your Partner and your dependent children under 23 whilst on licensed public transport or in a hired car.

Duration of Cover

Cover begins as soon as, the employing Company's application has been accepted by Royal Bank of Scotland. Cover continues automatically as long as (i) the employing Company maintains the RBS Business Card Account; (ii) the Business Card Cardholder remains an employee of the Company; and (iii) the insurance continues to be placed with ACE. Any dates used in this policy refer to Local Standard Time at the address of the Insured Person. As this insurance may continue for more than a year the Cardholder should review it periodically to ensure that cover remains adequate.

Significant or unusual exclusions or limits

(see page 21 for full list of exclusions)

- a. whilst under the influence of intoxicating liquor or drugs.
- b. sickness or disease not directly resulting from Bodily Injury.
- c. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
- d. Post Traumatic Stress Disorder or any psychological or psychiatric condition.
- e. any pre-existing physical defect or infirmity.
- f. intentional self-injury or suicide.
- g. engaging in any form of Aerial Pursuits or aviation as a pilot or crew member.
- h. active service in the armed forces.
- i. War.

Cancellation:

The Employing Company may cancel this insurance at any time by contacting ACE's Customer Service Team on 0800 169 2431.

How to Claim

If a claim needs to be made, ACE's Claims Service Team needs to be notified within 60 days of the accident, or as soon as possible after that. ACE will then ask for a claim form to be filled in to register the claim.

ACE's contact details are:

Claims Department, Broomielaw, Glasgow G1 4RU
 Telephone: 0845 841 0059
 International: + 44 (0) 141 285 2999
 Facsimile: + 44 (0) 141 285 2901
 E-mail ah.claims@acegroup.com

Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance ACE should be contacted at the following address:

ACE Customer Service Manager;
200 Broomielaw, Glasgow G1 4RU;
Telephone: 0800 169 2431;
Facsimile: 01293 597 376;
E-mail: A&Hcustserv.complaints@ace-ina.com

The Financial Ombudsman Service may be approached for assistance if the Insured Person is dissatisfied with ACE's final response. Its contact details are:

The Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR
Telephone: 0845 0801 800
Fax: 020 7964 1001
E-mail: enquiries@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about your Statutory Rights the insured Person should contact the Office of Fair Trading or Citizens Advice Bureau.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit The Royal Bank of Scotland plc will notify you three working days in advance of your account being debited or as otherwise agreed. If you request The Royal Bank of Scotland plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by The Royal Bank of Scotland plc or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when The Royal Bank of Scotland plc asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Maximum call charge from a BT landline is 10.4p plus up to 7.6p per minute, excluding VAT. Business rates and calls from other networks may vary. Calls may be recorded.

This leaflet is available in Braille, large print and on audio tape. Ask in branch or call 0800 015 5035 (Minicom 0800 917 0527) to request that the leaflet/brochure be sent to you in an alternative format.

Please ask at any Royal Bank of Scotland branch for a copy of 'The Disability Discrimination Act – How we make our services accessible to everyone' leaflet.

The Royal Bank of Scotland plc.
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