

# Changes to your Terms and Conditions

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Important Information

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 **RBS**  
*The Royal Bank of Scotland*

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## June 2009

We are making some changes to the following:

- our 'Personal and Private Banking Terms and Conditions' (our '**Terms and Conditions**'); and
- our leaflets 'Personal Banking – Charges and Rates of Interest' and 'Private Banking – Charges and Rates of Interest' (our '**Fees Leaflets**').

These changes alter the terms of the contract between you and us, and they take effect from **15 August 2009**. The changes apply to all our Personal and Private Banking current and savings accounts unless otherwise stated.

**Please read the information in this leaflet carefully and keep it for future reference.**

- Section 1 of this leaflet summarises the key changes to our Terms and Conditions and our Fees Leaflet.
- Section 2 of this leaflet provides full details of the changes to our Terms and Conditions.
- Section 3 of this leaflet explains the changes we are making to our Fees Leaflets.

If you have any questions on how these changes affect you please contact your local branch.

## Section 1: Summary of Changes

Main terms being changed in our Terms and Conditions	Summary of change
General Conditions: Section C: (Highline, Cashline and Cashline Plus Card Conditions)	<p>We have amended this section by removing all references to “Highline”, “Cashline” &amp; “Cashline Plus”. This section now refers to debit cards and ATM cards issued on our current and savings accounts as a “card”. The amended terms:</p> <ul style="list-style-type: none"><li>– explain how you can use your card depending on which logo is displayed on your card; and</li><li>– enable us to issue a replacement card under a different card scheme from the one which applies to your previous card.</li></ul>
Account Specific Condition 3.4 (Revolve Account)	<p>This has been amended to clarify that we can only write and tell your parent or guardian that you have opened your account if you are under 16.</p>
Account Specific Condition 3.5 (Revolve Account)	<p>We have inserted a new clause to clarify that, if you are under 16, we can inform your parent or guardian if we issue you with a debit card.</p>
Account Specific Condition 23.10 (Telephone Saver Account)	<p>An amendment to this clause now allows you to withdraw money from your account by electronic transfer to any UK bank account.</p>

Main terms being changed in our Fees Leaflet	Summary of change
Section 3 (Services you can receive without separate charge)	We have amended this section by removing all references to “Highline”, “Cashline” & “Cashline Plus”. We now refer to all the cards issued on our current and savings accounts as a “debit card” or an “ATM card”.
Section 7 (Arranged Overdrafts, Unarranged Overdrafts and Unpaid Items – Charges)	We have renamed this section to read: “7. Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges”. A new heading “Enforcement Charges” has been inserted above the section containing the details of enforcement charges.
Section 7 (Arranged Overdrafts, Unarranged Overdrafts and Unpaid Items – Charges)	The Guaranteed Card Payment Fee remains unchanged at £35 for each transaction, but it is now subject to a maximum of £105 per day (equivalent to 3 fees).
Section 8 (Foreign transaction charges and transaction withdrawal limit) and Section 9 (Additional Services and Travel Money)	We have introduced a fee for the new service that allows customers with a Visa Debit card to withdraw cash over the counter in branches in the UK and abroad, where the Visa logo is shown. Details of the fee, and the foreign transaction charge payable where the service is used abroad, are included in these sections. Please note that there is no charge for cash withdrawals from any Royal Bank of Scotland branch in the UK.

## Section 2: Detailed Changes to our Terms and Conditions

### **General Conditions**

#### **Section A: Protecting your account**

**General Condition 3.3.1(f) has been amended and now reads:**

- (f) take the steps described in General Condition 13.2 if you have a debit card or an ATM card.

**General Condition 3.3.4 has been amended and now reads:**

- 3.3.4 General Condition 13.10 sets out your responsibilities for losses caused by the misuse of a debit card or an ATM card.

#### **Section C: Highline, Cashline and Cashline Plus Card Conditions**

**Section C has been given the following new heading:**

**“Section C: Card Conditions”**

Within **Section C**, all references to “Highline”, “Cashline” or “Cashline Plus” have been deleted.

**A new General Condition 13.1.3 has been added, and General Conditions 13.1.1 and 13.1.2 have been amended, to read:**

- 13.1.1 This Section applies to you if you have a debit card or an ATM card (a “card”).
- 13.1.2 A debit card is a card which displays the Maestro, Solo or Visa Debit logo which you can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your account.
- 13.1.3 An ATM card is a card which displays either the Plus or Cirrus logo which you can only use for cash machine access to your account. If you have an ATM card the following General Conditions do not apply to you: 13.3.3, 13.3.4, 13.3.5, 13.3.10, 13.3.11, 13.4.1, 13.4.2, 13.5.1, 13.5.2, 13.5.3, 13.5.4 and 13.5.5.

**General Condition 13.2.1 has been amended by substituting “2000” for “20000”.**

**General Condition 13.3.1 has been amended and now reads:**

- 13.3.1 You may use your card along with your PIN to obtain cash (up to the daily cash withdrawal limit subject to there being sufficient cleared funds in your account) from any cash machine which we advise will accept your card.

**General Condition 13.3.2 has been amended by the addition of the following second sentence:**

- This limit applies to both domestic and international withdrawals.

**General Condition 13.3.3 has been amended and now reads:**

- 13.3.3 You can use your card to make purchases from retailers or suppliers of services if:
- (a) the front of your card displays the Maestro logo and the retailer or supplier of services also displays that logo;
  - (b) the front of your card displays the Visa Debit logo and the retailer or supplier of services displays either the Visa or the Visa Debit logo; or
  - (c) the front of your card displays the Solo logo and:
    - (i) (when using your card in the UK) the retailer or supplier of services also displays that logo; or
    - (ii) (when using your card outside the UK) the retailer or supplier of services displays the Maestro logo.

If a retailer or supplier of services accepts payment by your card, the use of your card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.

**New General Conditions 13.3.4, 13.3.5 and 13.3.14 have been inserted and read as follows:**

- 13.3.4 If you have a card that displays the Visa Debit logo and the card does not display a cheque guarantee hologram you will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible the transaction will be declined. A retailer or supplier of services may also ask for authorisation in line with 13.4.1.
- 13.3.5 If your card displays the Visa Debit logo, you may use it to obtain funds over the counter at any bank displaying the Visa logo. There may be a charge for using this service as detailed in the fees leaflet which applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).
- 13.3.14 When we issue you with a replacement card, we may issue it under a different card scheme from the one which applies to your previous card (for example, we may replace a card issued under the Maestro scheme with one issued under the Visa scheme). We will only do this if we reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.

**Existing conditions 13.3.4 to 13.3.15 and cross-references in existing conditions 13.3.10 and 13.3.12 have been renumbered accordingly.**

**General Condition 13.5.1 has been amended so that the opening words now read:**

13.5.1 If your card displays a cheque guarantee hologram, you may use it to guarantee the payment of one cheque in any single transaction provided that:

**General Condition 13.8.1(b) has been amended and now reads:**

(b) in order for us to meet our obligations as a member of the Visa, Maestro or Solo card schemes.

## ***Account Specific Conditions***

### **Revolve Account**

**Account Specific Condition 3.4 has been amended to read:**

3.4 If you open your account when you are under the age of 16, we may write and tell your parent or guardian that you have done so.

**New Account Specific Condition 3.5 has been added and reads:**

3.5 If we issue a debit card to you when you are under the age of 16, we may contact your parent or guardian to advise them that the card has been issued and that it can be used to pay for goods and services purchased from retailers or suppliers of services.

**Existing Account Specific Conditions 3.5 to 3.8 have been renumbered 3.6 to 3.9 respectively.**

### **Telephone Saver Account**

**Account Specific Condition 23.10 has been replaced and now reads:**

Withdrawals from your account can be made by electronic transfer to any UK bank account.

## **Section 3: Detailed Changes to our Fees Leaflet**

### **Section 3. Services you can receive without separate charge**

**The first bullet point has been amended and now reads:**

- payments by debit card in the UK, cheque, Direct Debit or Standing Order;

**The first sentence of the second bullet point has been amended to read:**

- transactions using your debit card or ATM card in Royal Bank of Scotland or NatWest cash machines, or almost all other UK cash machines.

### **Section 7. Arranged Overdrafts, Unarranged Overdrafts and Unpaid Items – Charges**

**Section 7 has been given the following new heading:**

**“7. Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges”**

In the section headed “Guaranteed Card Payment Fee”, the information under the subheading “Fee amount” has been amended and now reads:

£35 for each transaction (subject to a maximum of £105 per day)

A new heading “Enforcement Charges” has been inserted above the subheading “Enforcement”.

## Section 8. Foreign transaction charges and transaction withdrawal limit

The section has been amended and now reads:

When we debit a transaction in a foreign currency, the amount is converted into sterling (using our prevailing exchange rate) and a transaction fee of 2.75% is applied. This is known as the Exchange Rate Transaction Fee.

You will also have to pay the following charges:

- Where you withdraw foreign currency from a cash machine – 2% of the sterling transaction amount (minimum £2, maximum £5).
- Where you make a point of sale transaction in a foreign currency – a flat fee of £1.25 per transaction.
- Where you use a Visa Debit card to withdraw foreign currency over the counter at a branch outside the UK – the charge shown in Section 9 below (i.e. 2% of the sterling transaction amount with a minimum of £2 and a maximum of £5).

## Section 9. Additional Services and Travel Money

We have added a new section to the end of the Additional Services table which reads:

The following charges apply where you use a Visa Debit card to withdraw cash over the counter in branches that display the Visa logo.

Cash withdrawals in any Royal Bank of Scotland branch in the UK	No charge
Cash withdrawals in any other Royal Bank of Scotland Group branch in the UK	1.5% of the amount withdrawn (minimum £2, maximum £4.50)
Cash withdrawals in any non Royal Bank of Scotland Group branch in the UK	1.5% of the amount withdrawn (minimum £2, maximum £4.50)
Cash withdrawals in any bank outside the UK	2% of the sterling transaction amount (minimum £2, maximum £5). An additional exchange rate transaction fee applies, see Section 8.

# Useful Information

## *Ways to bank with us*

Making it easy to manage your money with online and mobile phone banking.

### **Online Banking – Stay in control of your finances with Digital Banking**

Do your banking online and you are in control of your money 24/7. It's free, easy, safe and convenient, and you get all these great benefits:

- **Control** – You have 24 hour access to your money and financial details
- **Pay bills and so much more** – View your balance, transfer money, and manage standing orders and Direct Debits
- **Safety** – It's a secure service and we even offer you Rapport\*, our free security software you can download online
- **Help the environment** – Save paper and cut out clutter by choosing paperless statements. With our search tool you can find transactions in a hurry from up to seven years worth of statements
- **...and we're here to help** – Get help via telephone 24 hours a day, 7 days a week

\*Rapport only works with PCs. It works with: Windows XP and Windows Vista (32-bit edition only), Internet Explorer 6, 7 and 8 and Firefox 2 and 3. At the moment, the software will **not work with:** MAC OS, 64-bit Operating Systems, AOL and BT Yahoo browsers and modified browsers. At the moment Rapport doesn't work with screen readers. Although you can install it, you have to turn off some of the protection. However, we're working with the people behind Rapport, to see if they can create a more accessible version.

**It's so easy to sign up to online banking visit [rbs.co.uk/digital](http://rbs.co.uk/digital)**

### **Mobile phone banking – Manage your money on the move with mobile phone banking**

If you have a debit or ATM card you can stay in touch with your finances from your mobile phone, wherever you are. Our free service offers you:

- **Text alerts** – Let you know when your account reaches an upper or lower limit chosen by yourself. You'll know when you've been paid or if you are about to go overdrawn
- **Weekly balance updates** – Once a week on the day and time of your choosing
- **Security** – Passcode protected access from your phone only
- **Mini statements** – Receive the last six transactions and the balance of your account fast and direct to your mobile
- **Access up to 10 accounts** – Useful if you have a number of RBS accounts
- **Pre-pay phone top-up** – Instantly from your mobile phone

**To register for banking on the move visit [rbs.co.uk/mobile](http://rbs.co.uk/mobile)**

The mobile phone banking and text alerts services are currently free of charge to all customers. If you're on the Orange, Virgin or Vodafone networks, you may need to pay standard tariff rates for the data you download as part of the mobile phone banking service. Contact your network operator to find out more.

Additional overseas network charges may apply when used. All charges include VAT.

## ***Paperless Statements***

Choose to receive your statements online – no fuss, no mess and we do the filing for you. It's also easy to search through your old transactions, try doing that with paper!

### **Six great reasons to sign up:**

- **Seven years of statements** – keep tabs on your transactions, without cluttering up your home
- **Added security** – fraudsters like paper statements. Without them, it's more difficult to steal your identity
- **Search, download and save** – find transactions in a hurry with our search tool. View statements on-screen or download and save
- **Simple** – paperless statements are easy to set-up and use
- **Your choice** – decide which accounts you'd like to switch to online statements. You can always switch back if you need to
- **Better for the environment** – no printout, no envelope and no postal delivery

### **How do I sign up for paperless?**

If you're an existing digital banking customer it's easy to go paperless – here's how:

- Log in to digital banking
- Click on the 'Statements' link
- Select 'Start or stop receiving bank statements by post'

You will also need to provide a valid email address so we can send you alerts when your statement is ready to view online.

If you're not already a digital banking customer:

Visit [rbs.co.uk/digital](https://www.rbs.co.uk/digital) – you could start taking greater control of your finances in just a few minutes.

### **Security**

Remember – we never send emails that contain links asking you to enter your security number, password or any other security details. These emails are from fraudsters.

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