

Changes to your Terms and Conditions

Important Information

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 **RBS**
The Royal Bank of Scotland

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August 2009

Changes to Terms and Conditions for Personal and Private Banking

We are making some changes to the following:

- Our 'Personal and Private Banking – Terms and Conditions' (our '**Terms and Conditions**').
- Our leaflets '*Personal Banking – Charges and Rates of Interest*', '*Private Banking – Charges and Rates of Interest*', '*Savings Interest Rates*' and '*Private Banking Current Account Charges and Rates of Interest*' (our '**Fees Leaflets**').

These changes are because of the Payment Services Regulations 2009 (**the Regulations**), which come into force on **1 November 2009**. The aim of the Regulations is to harmonise retail payments across Europe. The main changes which affect you are:

- Changes in the information to be provided to you before and after you make a payment; and
- The rights and duties of both you and us in relation to payments.

These changes alter the terms of the contract between you and us, and they take effect from **1 November 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 Leaflets.
- Section 2 of this leaflet provides full details of the changes to our Terms and Conditions.
- Section 3 of this leaflet provides full details of 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.

The updated versions of these leaflets will be available on request in your local branch or on our website www.rbs.co.uk from **1 November 2009**.

Introduction of Branch Faster Payments

We are pleased to tell you that you can now make **same day faster payments** over the counter in our branches using your debit card. The Faster Payments Service is also available via our online and telephone banking services.

Payments will normally be credited to the account immediately (but may sometimes take up to 2 hours), providing the payment amount is within the Faster Payments set limits.

This service is an enhancement to the payment services currently available within our branches and allows you to securely send money to a third party or to pay a bill (e.g. credit card or utility bill). It is also possible to set up a payment for a future date – up to 120 days ahead of the payment date.

Payments can be sent to accounts which are held by banks who are also members of the Faster Payments Scheme.

Section 1: Summary of Changes

This section summarises the key changes to our Terms and Conditions and our Fees Leaflets.

1. Introduction, New clause (x)

There are two new categories of accounts introduced by the Regulations:

- Payment Accounts (e.g. current accounts and instant access savings accounts); and
- Non-payment Accounts (e.g. notice or fixed term savings accounts and cash ISAs).

All our accounts fall into either one of these categories, as set out in the contents section of our Terms and Conditions.

2. Section A, General Condition 3 (Giving Us Instructions)

General Condition 3.1.6 (existing General Condition 3.1.5)

General Condition 3.1.6 has been amended to clarify the information you can obtain from us if we refuse to make a payment. Please read General Condition 3.1.6 for full details.

3. Section A, General Condition 5 (Payments out of Your Account)

New General Condition 5.5.1

We have listed the timescales for making payments. The following is a summary of the timescales:

- For payments using the Faster Payments Service, the payment will normally be credited to the payee's account (the person receiving the funds) almost immediately (but may sometimes take up to 2 hours), providing the payment amount is within the Faster Payments limits;
- For Euro and Sterling payments which are not made using the Faster Payments Service, we will credit the institution which holds the payee's account by the end of the third business day after receiving your instructions (or by the end of the fourth business day for paper based instructions);
- For payments involving denominations other than Sterling or Euro to accounts held within the European Economic Area, we will credit the institution which holds the payee's account by the end of the fourth business day after receiving your instructions; and
- For currency conversions between Euro and Sterling, we will credit the institution which holds the payee's account by the end of the third business day after receiving your instructions provided that the payee's account is held within the UK, or in the case of a cross-border payment, the cross-border transfer takes place in Euro.

4. Section A, General Condition 7 (Closing or Converting Your Account)

General Condition 7.1.2

We can close or convert your account by giving you 60 days' prior notice (other than an account of fixed duration (such as a bond)). This was previously 30 days' prior notice.

5. Section A, General Condition 8 (Liability)

General Condition 8 has been amended to clarify your liability, our liability and refunds. Please read General Condition 8 for full details. Key changes to note are:

Your liability

You will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments on your account. Please note that the £50 limit does not apply and you are liable for losses if you have acted fraudulently, negligently, or allowed another person to use your account.

Our liability

If you become aware of an unauthorised payment or a payment which has been incorrectly paid you must notify us without undue delay and no later than 13 months after the date that your account is debited.

Refunds

You are entitled to a refund if the following conditions are satisfied:

- the authorisation did not specify the exact amount;
- the amount exceeded the amount that you had initially reasonably anticipated; and
- you make a request within 8 weeks from the date when the money is debited from your account.

Please note your refund rights under the UK Direct Debit Scheme will continue to apply. Please see the Direct Debit section of our leaflet *How to make the most of your account* for more information.

6. Section A, General Condition 9 (Communications)

General Condition 9.1

This has been amended to clarify the content and availability of your statements. Please read General Condition 9.1.2 for full details.

7. Section A, General Condition 10 (Changes to the Agreement)

General Condition 10 has been amended to clarify when we can make changes to the Terms and Conditions, charges and interest rates. Please read General Condition 10 for full details.

8. Section A, New General Condition 11 (Transferring Rights or Obligations under this Agreement)

We have included a new condition for transferring rights or obligations under our Terms and Conditions. This is a requirement of the European Direct Debit Scheme rules.

9. Section B (Remote Banking Conditions), General Condition 13 (existing General Condition 12)

General Condition 13.8.2

General Condition 13.8.2 has been amended to clarify where we may suspend, withdraw or restrict the use of telephone and online banking services.

10. Section C (Card Conditions), General Condition 14 (existing General Condition 13)

General Condition 14.3.13

General Condition 14.3.13 has been amended to clarify where we may suspend, withdraw or restrict the use of your card.

General Condition 14.10

General Condition 14.10 has been amended to clarify your liability with regard to using your card. Please read General Condition 14 for full details.

Section 2: Detailed changes to our Terms and Conditions

Contents

The Account Specific Conditions have been divided into two categories:

Payment Accounts and Non-payment Accounts

The accounts have been re-ordered and re-numbered under these two new categories as follows:

Payment Accounts:

- 1 Rainbow Savings Account
- 2 Cash Club Account
- 3 Revolve Account
- 4 Interest Paying Current Account
- 5 Key Account
- 6 Cash Account
- 7 Student Royalties Account
- 8 Graduate Royalties Account
- 9 Royalties Account
- 10 Royalties Gold Account
- 11 Royalties Private Account
- 12 Private Bank Account
- 13 Private Banking Deposit Account
- 14 Private Banking Current Account
- 15 Instant Access Savings Account
- 16 Instant Savings Tracker Account
- 17 First Home Saver Account
- 18 Direct Saver Account
- 19 Telephone Saver Account
- 20 Royalties Saver
- 21 Royalties Private Saver
- 22 Route 15 Account
- 23 R21 Account
- 24 Savings Accelerator Savings Account
- 25 Direct Saver Plus
- 26 Personal Current Account

- 27 Gold Cheque Account
- 28 Royalties Premier Account
- 29 Gold Deposit Account

Non-payment Accounts:

- 30 Instant Access ISA
- 31 Cash ISA Plus
- 32 Bonus 30 Account
- 33 Fixed Rate Bond
- 34 Cash ISA – TESSA Funds
- 35 Regular Saver
- 36 60 Day ISA
- 37 30 Day Savings Account and 60 Day Savings Account
- 38 Bonus 90 Monthly Account

Introduction

Clause (iv) has been amended by the addition of the following final sentence:

The courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means (unless your address is in Scotland, in which case the courts of Scotland shall have non-exclusive jurisdiction).

New clause (x) has been inserted and reads as follows:

- (x) All of the accounts that we offer to personal and private customers are categorised in the Contents section of these Conditions and in the Account Specific Conditions as either “Payment Accounts” or “Non-payment Accounts”. Unless a General Condition says otherwise, it applies to both Payment Accounts and Non-payment Accounts.

General Conditions

Section A: Conditions of General Application

General Condition 3.1.2 has been amended and now reads:

- 3.1.2 Your instructions can be given to us in writing (which must include your signature(s)), by cash machine, by telephone, online or by any other means we tell you are available.

New General Condition 3.1.5 has been inserted and reads as follows:

- 3.1.5 In some cases, such as a Direct Debit, you may authorise another person to instruct us to debit money from your account. When this happens, we will treat each instruction from the other person as having been authorised by you.

General Condition 3.1.5 has been re-numbered to 3.1.6, and has been amended by the addition of the following final sentences:

If we refuse to make a payment we will notify you by either letter, telephone, text message or any other form of communication we agree, and if possible, give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting one of our branches in person or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

New General Conditions 3.1.7 and 3.1.8 have been inserted and read as follows:

- 3.1.7 All payment instructions will be transacted in Sterling unless we specifically agree otherwise.
- 3.1.8 In General Condition 5.5, we agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them. The Faster Payments Service permits us to receive and process payment instructions almost immediately. Further information on the Faster Payments Service is contained in our leaflet *How to make the most of your account*. The following provisions do not apply to the Faster Payments Service:
- (a) payment instructions given on a non-business day will be treated as received on the next business day;
 - (b) payment instructions received after 3.30pm on a business day will be treated as received on the next business day or as otherwise notified; and
 - (c) instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a business day, it will be treated as received on the next business day.

Where we refuse to make a payment in accordance with your payment instructions, we will treat the instructions as if they had not been received for the purposes of calculating payment timescales.

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

3.3.1(b) tell us **immediately** if you think someone else may know any of your security details or if you suspect unauthorised use of your account; and

General Condition 3.3.2 has been amended and now reads:

3.3.2 You will be responsible for all losses caused by:

- (a) any fraudulent activity on your part; and
- (b) any person acting with your authority.

General Condition 8.1 sets out in greater detail your responsibilities for losses caused by your failure to protect your account.

General Condition 4.1 has been amended and now reads:

4.1 Cash and electronic funds

4.1.1 The following terms apply if cash is paid into your account:

- (a) if the cash is paid in over the counter in one of our branches, the money will be added to your balance and credited to your account for interest purposes immediately; or
- (b) if the cash is paid into one of our quick deposit facilities, the money will be added to your balance and credited to your account for interest purposes on the next business day.

4.1.2 Where we receive electronic transfers into your account the funds will be credited to your account and made available to you as soon as we receive them.

General Condition 4.3.3 has been amended and now reads:

4.3.3 We will comply with any rules made by the Financial Services Authority which require us to notify you of the interest rate applicable to your account.

New General Condition 5.1.2 has been inserted and reads as follows:

5.1.2 You may ask us to check the status of any payment you have instructed us to make and we will notify you of the outcome. This may involve us relying on another bank, building society or organisation involved in processing or receiving the payment for information.

General Condition 5.3.1 has been amended and now reads:

5.3.1 If you want us to stop a cheque, or cancel a Standing Order, Direct Debit or future dated payment instruction on your account, you should advise your branch (or such other person(s) as we tell you) in writing, or by telephone (followed by written confirmation). You will not be able to stop a cheque or cancel a Standing Order, Direct Debit or future dated payment if you do not advise us before we are committed to pay the cheque or make the payment from your account. You must include the following details:

- (a) cheque – cheque number and date, your account number, amount and name of payee;
- (b) Standing Order – name of recipient, amount and frequency;
- (c) Direct Debit – name of recipient, amount and frequency; and
- (d) future dated payment – name of recipient, amount and due date for payment.

General Condition 5.4.3 has been amended and now makes reference to “debit from your account” rather than “debit to your account”.

New General Condition 5.5 has been inserted and reads as follows:

5.5 Timescales for making payments

- 5.5.1 (a) Where you instruct us to make a payment using the Faster Payments Service, the payment will normally be credited to the payee’s account almost immediately (but may sometimes take up to 2 hours), providing the payment amount is within the Faster Payments set limits. Further information on the Faster Payments Service can be found in our leaflet *How to make the most of your account*.
- (b) For other payments, where you instruct us to make a payment in Sterling or in Euro, we will credit the institution which holds the payee’s account:
- by the end of the third business day following the one on which we receive your payment instructions (within the meaning of General Condition 3.1.8); or
 - for paper-based instructions, by the end of the fourth business day following receipt of your instructions.

- (c) For payments involving denominations other than Sterling or Euro to accounts held within the European Economic Area (EEA), we will credit the institution which holds the payee's account by the end of the fourth business day following receipt of your payment instructions.
- (d) For payments outside the EEA, different payment timescales will apply.

5.5.2 Where you instruct us to perform a currency conversion between Euro and Sterling, we will credit the institution which holds the payee's account by the end of the third business day following the one on which we receive your payment instructions provided that:

- (a) the payee's account is held within the UK; or
- (b) in the case of a cross-border payment, the cross-border transfer takes place in Euro.

For other currency conversions, different execution times will apply.

General Condition 7.1.2 has been amended and now reads:

7.1.2 We can also close your account by giving you notice as set out below:

- (a) where your account is a Payment Account, we will give you not less than 60 days' prior notice; or
- (b) where your account is a Non-payment Account, other than an account of fixed duration (such as a bond), we will give you not less than 60 days' prior notice or such period of notice as you would have to give us in order to close your account (or to close it without paying a charge or suffering a loss of interest), whichever is longer.

General Condition 7.3.1(b) has been amended and now reads:

- (b) we notify you personally not less than 60 days before we convert it.

General Condition 8.1 has been amended by the addition of the following wording:

This condition sets out your liability to us. For debit cards and ATM cards please also see General Condition 14.10.

New General Conditions 8.1.3, 8.1.4 and 8.1.5 have been inserted and read as follows:

- 8.1.3 Except where General Condition 8.1.4 applies, you will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments from your account arising:

- (a) from the use of a lost or stolen card or security details; or
- (b) where you have failed to keep your security details safe.

8.1.4 The £50 limit in General Condition 8.1.3 does not apply to:

- (a) losses where you have acted fraudulently; or
- (b) losses relating to a credit balance where you have failed, intentionally or with gross negligence, to comply with any term of our agreement with you relating to the issue or use of a card or security details (including the terms set out in General Condition 3.3.1); or
- (c) losses arising from the creation or misuse of an overdraft on your account caused by the misuse of your card by someone who obtained it with your consent; or
- (d) losses where you have authorised another person to use your account.

8.1.5 Unless you have acted fraudulently, you will not be liable under General Condition 8.1.3 or, where applicable, General Condition 8.1.4, for any losses arising from the unauthorised use of a card or security details:

- (a) after you have notified us in accordance with General Condition 3.3.1(b); or
- (b) where we have not, at any time, provided you with the appropriate means to notify us in accordance with General Condition 3.3.1(b); or
- (c) where they have been used to make a payment for goods or services (except for financial services contracts) where the user of the card or security details does not need to be present, for example over the telephone or internet, provided that you notify us of such unauthorised use without undue delay on becoming aware of the misuse; or
- (d) before you have received the card or security details.

General Condition 8.2.1 has been amended and now reads:

8.2.1 We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

New General Conditions 8.2.2, 8.2.3, 8.2.4, 8.3, 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.3.5 and 8.3.6 have been inserted and read as follows:

- 8.2.2 We will not be liable to you for any loss suffered in respect of a payment that you have not authorised in accordance with General Condition 3, or which has been incorrectly paid, unless you notify us without undue delay on becoming aware of the unauthorised or incorrect payment and, in any event, not later than 13 months after the date that your account is debited. This General Condition 8.2.2 will not apply if we have failed to provide you with information about the payment in accordance with General Condition 9.1.2.
- 8.2.3 Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.
- 8.2.4 For Direct Debits in Sterling, your refund rights under the UK Direct Debit Scheme will continue to apply. Please see the Direct Debit section of our leaflet *How to make the most of your account* for more information.
- 8.3 Refunds
- 8.3.1 Where we make a payment from your account that you have not authorised in accordance with General Condition 3.1 and where you have notified us in accordance with General Condition 8.2.2, we will refund the amount of the unauthorised payment and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.
- 8.3.2 We will refund to you the full amount of any payment from your account carried out by or through the payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:
- (a) your authorisation to debit your account did not specify the exact amount of the payment;
 - (b) the amount of the payment exceeded the amount that you could reasonably have expected, taking into account your previous spending pattern, these Conditions and the circumstances of the case (but not increases that arise as a result of exchange rate fluctuations); and

(c) you request a refund within 8 weeks of the funds being debited from your account.

8.3.3 For the purposes of General Condition 8.3.2:

- (a) you must provide us with such information as is reasonably necessary to check whether the conditions in General Condition 8.3.2(a) and (b) have been satisfied; and
- (b) we will refund the full amount of the payment or give a reason for refusing the refund within 10 business days of receiving your request for a refund, or, where applicable, within 10 business days of receiving any further information required under (a) above.

8.3.4 For Direct Debits in Sterling, General Conditions 8.3.2 and 8.3.3 do not apply and your refund rights under the UK Direct Debit Scheme will continue to apply. Please see the Direct Debit section of our leaflet *How to make the most of your account* for more information.

8.3.5 You will not be entitled to a refund under General Condition 8.3.2 where you have given your consent to the payment directly to us and either:

- (a) we (or, where applicable, the payee) have provided you with information about the payment at least 4 weeks before the due date of the payment; or
- (b) information about the payment was made available to you via our online banking service, our telephone banking service, or at any branch at least 4 weeks before the due date of the payment.

8.3.6 We are liable to you for making payments from your account correctly unless we can prove that the institution which holds the payee's account received the payment in accordance with the timescales set out in General Conditions 5.5.1 and 5.5.2. If we are liable, we will without undue delay refund the amount of the unpaid payment or defective payment and, where applicable, restore your account to the position it would have been in had the error not taken place.

New General Condition 9.1.2 has been inserted and reads as follows:

9.1.2 Statements will include the following information relating to payments, where relevant:

- (a) information identifying the transaction and the payee (where you have made the payment) or the payer (where you are receiving the payment);
- (b) the payment amount in the currency in which your account was debited or credited;
- (c) where you are making the payment, any exchange rates used

by us and the amount of the payment after applying the exchange rates;

- (d) where you are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates;
- (e) the amount and, where applicable, a breakdown of any charges or interest payable by you;
- (f) where applicable, the date of receipt of your payment instructions; and
- (g) the date on which the funds were debited from or credited to your account.

This information will appear in your statement and may also be made available to you at least monthly via our online banking service, or at branches (for branch-based accounts), or by calling our telephone banking service or at your request.

General Condition 9.1.2 has been re-numbered accordingly.

General Condition 10.1.1 has been amended and now reads:

- 10.1.1 If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally not less than 60 days before the change comes into effect.

General Condition 10.1.2 has been amended and now reads:

- 10.1.2 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 60 days before the change comes into effect.

General Condition 10.1.3 has been amended and now reads:

- 10.1.3 If your account is a Non-payment Account, we may also:
 - (a) reduce the amount of any charges which already apply to your account; or
 - (b) make any other change to the terms of our agreement with you that is to your advantage, by notifying you of the change in accordance with General Condition 10.1.4.

General Condition 10.1.6 has been deleted. The deleted wording is as follows:

- 10.1.6 This General Condition 10.1 does not apply to changes we make under General Conditions 12.6 or 12.8.

At General Condition 10.3 the heading has been amended and now reads:

10.3 Changes to interest rates and exchange rates

General Condition 10.3.3 has been amended and now reads:

- 10.3.3 (a) If your account is a Non-payment Account, other than an account of a fixed duration (such as a bond), we may also change the interest rates which apply to your account by notifying you personally not less than 30 days before the change takes effect.
- (b) If your account is a Payment Account, we may also change the interest rates that apply to your account by notifying you personally not less than 60 days before the change takes effect. Except where General Condition 10.3.6(d) applies where the change will be effective on the date of publication in the national daily newspapers, if the change relates to the interest rates we charge on overdrafts, we may notify you personally not less than 30 days before the change takes effect.

General Condition 10.3.6 has been amended and now reads:

10.3.6 We will give you notice of any change we make under General Conditions 10.3.1 or 10.3.2 as follows:

- (a) if your account is a Non-payment Account and we are changing the interest rates we pay on credit balances, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards;
- (b) if your account is a Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your advantage, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards;
- (c) if your account is a Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your disadvantage, we will notify you personally not less than 60 days before the change comes into effect; and
- (d) if we are changing the interest rates we charge on overdrafts, we will give you notice of the change before the change comes into effect.

The provisions in (a) to (d) above do not apply to accounts that track a specified external rate or index. We will apply changes to the interest rates which apply to these accounts in accordance with the Account Specific Conditions and notify you at the earliest opportunity after the change comes into effect.

General Condition 10.3.7 has been amended and now reads:

- 10.3.7 We will give you notice under General Conditions 10.3.6(a), (b) or (d) by advertising the change in at least 3 national daily newspapers and on our website www.rbs.co.uk. Where the change applies to branch based accounts, we will also display a notice of the change in our branches.

New General Condition 10.3.8 has been inserted and reads as follows:

- 10.3.8 Our exchange rates are based on a reference rate which is our prevailing rate for the day. The reference rate is published at www.rbs.co.uk/personal/travel/g1/making-payments.ashx. We may change our exchange rates immediately and without notice to you where such changes reflect a change in the reference rate or where the change is more favourable to you.

General Condition 10.4.1(c) has been amended and now reads:

- 10.4.1 (c) a reduction in the amount of any existing charge or a change in the terms of our agreement with you that is to your advantage under General Condition 10.1.3; or

General Condition 10.4.1(d) has been amended and now reads:

- 10.4.1 (d) a change in interest rates under General Conditions 10.3.2 or 10.3.3, then either for a period of 60 days from the date of our notice, or until the effective date of the change, whichever is the later, you have the right to switch or close your account without loss of interest or any additional charges,

New General Condition 11 has been inserted and reads as follows:

- 11 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT
- 11.1 We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation (a “transferee”) to carry out our rights or obligations under this agreement. We will only do this if:
- (a) the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
 - (b) we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

General Conditions 11, 12 and 13 have been re-numbered accordingly, and references to these General Conditions have also been updated to follow the revised numbering.

Section B: Remote Banking Conditions

General Condition 13.4.5 (formerly General Condition 12.4.5) has been amended and now reads:

- 13.4.5 If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised payments on your account confirmed by use of the Security Details (as set out in General Condition 8.1).

General Condition 13.4.6 (formerly General Condition 12.4.6) has been amended and now reads:

- 13.4.6 You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the Service. In your own interests, you should not leave the device you are using to access the Service unattended while you are still logged onto our website.

General Condition 13.6.1 (formerly General Condition 12.6.1) has been amended and now reads:

- 13.6.1 We reserve the right to charge you and you agree to pay the charges which apply when you use the Service or any part of it.

General Condition 13.8 (formerly General Condition 12.8) has been amended and now reads:

13.8 Variation/Termination of the Service

- 13.8.1 We reserve the right to change the Service from time to time and shall give you notice of any material changes in accordance with General Condition 10.

- 13.8.2 We may suspend, withdraw or restrict the use of the Service or any part of the Service where:

- (a) we have reasonable grounds to suspect that your Security Details have not been kept safe; or
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
- (d) we consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

13.8.3 You may terminate your subscription to the Service by notifying us. The notification will not be effective until we receive it.

Section C: Card Conditions

General Condition 14.1.3 (formerly General Condition 13.1.3) has been amended and now reads:

14.1.3 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: 14.3.3, 14.3.4, 14.3.5, 14.3.10, 14.3.11, 14.4.1, 14.4.2, 14.5.1, 14.5.2, 14.5.3 and 14.5.4.

General Condition 14.2.2 (formerly General Condition 13.2.2) has been amended by the addition of the following final sentence:

14.2.2 Failure to follow the above procedures may affect your liability for unauthorised payments, as set out in General Condition 8.

General Condition 14.3.8 (formerly General Condition 13.3.8) has been amended and now makes reference to “debit from your account” rather than “debit to your account”.

General Condition 14.3.9 (formerly General Condition 13.3.9) has been amended and now makes reference to “Sterling” rather than “sterling”.

General Condition 14.3.13 (formerly General Condition 13.3.13) has been amended and now reads:

14.3.13 We may suspend, withdraw or restrict the use of your card for any of the following reasons:

- (a) we have reasonable grounds to suspect that your card details have not been kept safe; or
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your card; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
- (d) you have broken any term of the contract between you and us; or
- (e) we have sent you a replacement card; or
- (f) we consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

General Condition 14.10.1 (formerly General Condition 13.10.1) has been amended and now reads:

14.10.1 The following terms apply where losses are caused by the misuse of your card:

- (a) Unless you have acted fraudulently, you will not be responsible for any losses which result from:
- the misuse of your card before it came into your possession; or
 - the misuse of your card after you have told us that it is lost or stolen or that someone else knows your PIN; or
 - someone else using your card or card details without your authority to make a payment where the cardholder does not need to be present, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
 - someone else using your card for a Contactless transaction without your authority, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
 - the unauthorised use of your card where we have not, at any time, provided you with the appropriate means to make notification under General Condition 3.3.1(b).
- (b) In other circumstances and subject to General Condition 8, you will be responsible for:
- all losses caused by the misuse of your card by someone who obtained it with your consent; or
 - losses of up to £50 resulting from the creation or misuse of an overdraft on your account caused by the misuse of your card while it is out of your possession; or
 - losses which result from the withdrawal of a credit balance from your account caused by any misuse of your card which is a consequence of your fraud or gross negligence.

Account Specific Conditions

The Account Specific Conditions are now set out in accordance with the new numbering given in the Contents page. Cross-references within the Account Specific Conditions have been re-numbered accordingly. New headings of “Payment Accounts” and “Non-payment Accounts” have been inserted.

Throughout the Account Specific Conditions, all references to “sterling” have been changed to “Sterling”.

Account Specific Conditions 2.9 (Cash Club Account), 3.3 (Revolve Account), 8.4 (Graduate Royalties Account) and 23.3 (R21 Account) have been amended and now make reference to a 60 day notification period for account conversion, rather than 30 days.

The final section at the end of the Account Specific Conditions has been amended. The paragraph giving information about the Financial Services Authority has been amended as follows:

We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our registration number is 121882.

Also in the final section at the end of the Account Specific Conditions, the paragraph giving information about the Financial Services Compensation Scheme has been amended, and now reads as follows:

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 the greater of £50,000 or €50,000 of your claim. Private individuals and small business client funds may be covered. Deposits in all currencies are treated the same. For more information on the conditions of the scheme, please contact the FSCS at www.fscs.org.uk

Section 3: Detailed changes to our Fees Leaflets

The following changes apply to our *Personal Banking – Charges and Rates of Interest* and *Private Banking – Charges and Rates of Interest* leaflets:

At section 5 (Interest we pay you), the final paragraph (Changes to Interest Rates) has been amended and now reads as follows:

From time to time we may alter interest rates. When we do this we may notify you by press advertisements in daily national newspapers, information on our website www.rbs.co.uk and, where the alteration applies to branch based accounts, by branch notices.

We may also alter interest rates by notifying you personally: for changes to interest rates on Non-payment Accounts (as defined in our leaflet *Personal and Private Banking – Terms and Conditions*) we may notify you personally not less than 30 days before the change takes effect; and for Payment Accounts (as defined in our leaflet *Personal and Private Banking – Terms and Conditions*) we may notify you personally not less than 60 days before the change takes effect.

For more information on when we may change interest rates in this way, please see General Condition 10.3 (Changes to interest rates and exchange rates) in our leaflet *Personal and Private Banking – Terms and Conditions*.

At section 6 (Interest due on overdrawn balances), under the sub-section “Unarranged Overdrafts” the first heading has been amended and now reads as follows:

- 1. Royalties Premier*, Royalties Gold, Royalties, Interest Paying Current Account, R21 Account** and Key Account**

At section 6 (Interest due on overdrawn balances), in the final paragraph (Changes to Interest Rates) the first sentence has been amended and now reads as follows:

From time to time we may alter the interest rates we charge on overdrafts set out in this leaflet.

At section 7 (Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges), under the sub-section “Changes to Charges”, the wording has been amended and now reads:

From time to time we may alter the charges set out in this leaflet. If we increase a charge, we will notify you personally not less than 60 days before the change comes into effect.

If we reduce a charge, in some cases we may make the change immediately. We will notify you personally, via our website www.rbs.co.uk and, if the change applies to branch based accounts, by branch notices. We will also notify you by press advertisement in at least three national newspapers if we are unable to notify you personally within 60 days of the change being made. For more information on when we may reduce charges in this way, please see General Condition 10.1 (Changes to the agreement and charges) in our leaflet *Personal and Private Banking – Terms and Conditions*.

At section 7 (Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges), under the sub-section “Monthly Management Fee Option”, the third bullet point has been amended and now reads:

the Paid Referral Fee will be subject to a maximum of £51 in any monthly charging period and the Unpaid Item Fee and Guaranteed Card Payment Fee will each be subject to a maximum of £51 per day.

At section 8 (Foreign transaction charges and transaction withdrawal limit), the first two sentences have been amended and now read:

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

The following change applies to our *Savings Interest Rates* leaflet:

In the paragraph “Changes to Interest Rates”, amendments have been made and it now reads as follows:

From time to time we may alter interest rates. When we do this we may notify you by press advertisements in daily national newspapers, information on our website www.rbs.co.uk and, where the alteration applies to branch based accounts, by branch notices.

We may also alter interest rates by notifying you personally: for changes to interest rates on Non-payment Accounts (as defined in our leaflet *Personal and Private Banking – Terms and Conditions*) we may notify you personally not less than 30 days before the change takes effect; and for Payment Accounts (as defined in our leaflet *Personal and Private Banking – Terms and Conditions*) we may notify you personally not less than 60 days before the change takes effect.

For more information on when we may change interest rates in this way, please see General Condition 10.3 (Changes to interest rates and exchange rates) in our leaflet *Personal and Private Banking – Terms and Conditions*.

The following changes apply to our *Private Banking Current Account Charges and Rates of Interest* leaflet:

At section 2 (Interest due on overdrawn balances), the sub-section “Changes to Interest Rates” has been amended and now makes reference to a 60 day notification period, rather than 30 days.

At section 3 (Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges), the sub-section “Changes to Charges” has been amended and now makes reference to a 60 day notification period, rather than 30 days.

At section 3 (Arranged Overdrafts, Unarranged Overdrafts, Unpaid Items and Enforcement Charges), under the sub-section “Monthly Management Fee Option”, the third bullet point has been amended and now reads:

the Paid Referral Fee will be subject to a maximum of £51 in any monthly charging period and the Unpaid Item Fee and Guaranteed Card Payment Fee will each be subject to a maximum of £51 per day.

Useful Information

Ways to bank with us

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

Not yet registered for Digital Banking?

It's easy to register, free and you get all of these great benefits:

- **Save time** – check up-to-the-minute balances and mini statements
- **Stay in control** – check your limits and keep track of your spending 24/7
- **Transfer money** – move money instantly between your RBS accounts
- **Stay organised** – settle bills, make payments and manage standing orders whenever you like
- **Peace of mind** – our advanced security systems provide added protection for your money. You can also download Rapport, our free software, which goes further than traditional online security
- **Make life easier** – no more rummaging through your paperwork or files cluttering up your home. With online statements you have quick and easy access to up to 7 years' worth of transaction history
- **We're here to help** – just give our friendly UK-based staff a call whenever you need to. They're available 24 hours a day, 7 days a week

Sign up now and you could start enjoying the service in minutes.

Visit rbs.co.uk/digital or call into your local branch.

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

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.

Online Statements

No more rummaging through your paperwork or files cluttering up your home. With online statements you have quick and easy access to your bank account history.

Online statements make life so much easier

- Access up to 7 years' worth of transactions, all stored safely on our secure servers
- Search, download and save statements to your computer
- Receive 3 months' worth of paper statements free of charge – if required as proof of identity or income
- Help protect yourself against identity theft by cutting down on paper records
- It's better for the environment too.

Switch to online statements now

- Log in to Digital Banking
- Click 'statements' and select 'start or stop receiving bank statements by post'
- Click 'no' to receiving 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.

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.

Opting Out of receiving Marketing Information

From time to time, we will contact you with details of products and services we think may be of interest to you. If you prefer not to be contacted in the future, please let us know by calling or writing to your branch.

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