

Personal and Private Banking Terms and Conditions

Personal Banking Charges and Rates of Interest

How to make the most of your account

This leaflet is also available in Braille, large print and on audio tape. Please ask at any Royal Bank of Scotland branch for a copy of our leaflet *Our services for customers with disabilities*.

If you are unhappy with your choice of account, you have 14 days to cancel it. That 14 day period runs from the later of the date on which your account is opened and the date on which you first received copies of each of the following:

- *Personal and Private Banking – Terms and Conditions*;
- the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*); and
- any other documents containing contractual terms relating to your account (which, in the case of a savings account, will include *Savings Interest Rates*).

If you wish to cancel a branch-based account, you must confirm your decision in writing addressed to your branch. If you wish to cancel an account which is not branch-based, you should write instead to the address given in the Account Specific Conditions which apply to your account (you will find these in *Personal and Private Banking – Terms and Conditions*).

If you cancel your account, we will give you all your money back with any interest it has earned and we will ignore any notice period and any extra charges.

The 14 day cancellation period does not apply:

- (a) where you have an account, such as a bond (but not including a cash ISA), where the rate of interest is fixed for a period of time following conclusion of the contract; or
- (b) where you have an account whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period.

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Personal and Private Banking

Terms and Conditions

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Introduction

- (i) These Terms and Conditions (the “Conditions”) form part of the contract between you and us, The Royal Bank of Scotland plc. The contract also includes the terms about interest rates and charges in our leaflets *Personal Banking – Charges and Rates of Interest* or (if you are a RBS Private customer) *Private Banking – Charges and Rates of Interest*. If you have a savings account or bond with us, your contract also includes the terms about interest rates in our leaflet *Savings Interest Rates* or in the information sheet relating to your bond.
- (ii) These Conditions are divided into General Conditions and Account Specific Conditions. The General Conditions apply to all accounts and services we offer to personal and private customers. The Account Specific Conditions apply to particular accounts.
- (iii) If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will apply (except for General Conditions 2.2 and 10.3).
- (iv) If your address is in Scotland, Scots law applies to the contract between you and us. If your address is elsewhere, English law applies to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of England (unless your address is in Scotland, in which case it will be the law of Scotland). 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).
- (v) We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- (vi) You should read these Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these Conditions (and any other documents which form part of the contract between you and us) if you ask us. These Conditions are also available on our website www.rbs.co.uk and at our branches.
- (vii) Our leaflet *How to make the most of your account* sets out some important practical information on how to use your account effectively and safely.
- (viii) In these Conditions and in our leaflets *Personal Banking – Charges and Rates of Interest*, *Private Banking – Charges and Rates of Interest*, *Savings Interest Rates* and *How to make the most of your account* we use the term “business day” to refer to any day from Monday to Friday (inclusive) which is not a bank holiday.
- (ix) References in these Conditions to our leaflets *Personal Banking – Charges and Rates of Interest*, *Private Banking – Charges and Rates of Interest* and *Savings Interest Rates* are references to those leaflets as amended from time to time. We may change the terms about interest rates and charges in those leaflets by exercising our powers under General Condition 11.
- (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

1 YOUR INFORMATION

1.1 Who we are

- 1.1.1 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 minicom 0845 900 5960.

1.2 The information we hold about you

Your information comprises all the financial and personal information we hold about you and your transactions. It includes:

- (a) information that we receive from third parties (including other members of our Group, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (b) information that we learn about you through our relationship with you and the way you operate your accounts; and
- (c) information that we gather from the technology which you use to access our services (for instance location data from using your mobile phone to access our mobile banking services). 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 We may use and share your information with other members of the Group and with third parties providing services to either you or the Group. This information helps us and them to:
- (a) assess and process applications, provide you with services and manage our (or their) relationship with you;
 - (b) carry out financial (including credit) and insurance risk assessments;
 - (c) recover debt; and
 - (d) prevent and detect crime.
- 1.3.2 The information which we hold and share allows us and other Group companies to better understand what our customers need from us. Within the Group, we analyse the information:
- (a) to understand our customers' preferences, expectations and behaviour;
 - (b) to develop, test and review the performance of the Group's products and services; and
 - (c) to enable the Group to find and make more relevant offers of its products and services to you.
- 1.3.3 If you agree, we may also use and share information about you and your transactions with other members of the Group to help us understand the way you like to operate your accounts, your lifestyle and your purchasing preferences and to offer you other products or services which we or third parties can provide.
- Only we will contact you in this way, and we will only do so if we believe that these will be of genuine interest to you. We will not share your information outside the Group for marketing purposes.
- We will ask you when you first open your account if you are happy to receive such information by mail, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or no longer wish to receive this information, you can let us know by contacting us at **08457 242424**.
- 1.3.4 We do not disclose your information to anyone outside the Group except:
- (a) where we have your permission;
 - (b) where we are required or permitted to do so by law or a regulatory body;
 - (c) to third party service providers, agents and sub-contractors acting on our behalf;
 - (d) to debt collection agencies;
 - (e) to credit reference and fraud prevention agencies;
 - (f) to other companies that provide a service to you directly or on our behalf;
 - (g) where we may transfer rights and obligations under this agreement or assign, transfer or charge our interest in any financial product provided to you under your account; or
 - (h) as set out in General Condition 1.3.5.
- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 Our third party service providers may share information about you with us in accordance with their own policies on use of information. If we obtain information about you from our third party service providers, we will only use this information for the purposes set out in this General Condition 1.3.
- 1.3.8 We may contact you by a variety of means including via the application on your mobile phone, by email, text message, post and/or telephone. If at any point in the future you change your mobile phone number, email address, postal address or telephone number, you should tell us promptly about those changes.
- 1.3.9 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.

1.3.10 If you would like a copy of the information we hold about you, please write to: The Chief Operating Office SAR team, Ground Floor, RBS Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. A fee may be payable.

1.4 **🔒 Credit reference agencies**

1.4.1 We may make periodic searches at credit reference agencies. This will include, for example, searches to check your identity and prevent fraud, when you open your account and from time to time when you use your card. We will also provide information to the Group to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. 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. This information may also be used for tracing purposes.

1.5 **🔒 Fraud Prevention Agencies**

1.5.1 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.

1.5.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

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

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

1.5.4 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.

2 **OPENING AN ACCOUNT**

2.1 **Availability**

2.1.1 Accounts are available only to individuals (other than trustees under a formal written trust). Accounts must not be used for business purposes.

2.2 **Cooling Off**

2.2.1 Subject to General Condition 2.2.2, you have a period of 14 days within which to cancel your account.

2.2.2 General Condition 2.2.1 does not apply:

- (a) where you have an account, such as a bond (but not including an ISA), where the rate of interest is fixed for a period of time following conclusion of the contract; or
- (b) where you have an account whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period.

2.2.3 The cancellation period mentioned in General Condition 2.2.1 begins on the later of the following two dates:

- (a) the date your account is opened; and
- (b) the first date on which you have received copies of:
 - these Conditions; and
 - the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*); and
 - any other documents containing contractual terms relating to your account (including, in the case of a savings account, *Savings Interest Rates*).

2.2.4 To cancel your account, you must send a written notice to the branch where your account is kept, or (if you have an account which is not a branch based account) to the address specified in the applicable Account Specific Condition.

2.2.5 If you cancel your account, we will return all the money in your account to you and any interest it has earned, and we will not impose any extra

charges. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services.

2.2.6 If you do not cancel your account, you will remain bound by the terms of your contract with us until your account is closed.

2.2.7 Your rights under General Condition 2.2 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

3 GIVING US INSTRUCTIONS

3.1 Instructions

3.1.1 You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your account.

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

3.1.3 Where you give payment instructions by fax or by telephone to a branch or to your Private Banking Manager, we are entitled to accept and act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we will make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you.

3.1.4 Where you give us instructions by the services covered in General Condition 14, you should authenticate the transaction using the security procedure mentioned in General Condition 14.3.

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.

3.1.6 We may refuse to act on your instructions if:

- (a) we reasonably believe that you did not give us the instruction; or
 - (b) we reasonably suspect fraudulent activity; or
 - (c) your instructions are unclear, incomplete or not in the required form; or
 - (d) we might act contrary to a law, regulation, code or other duty which applies to us; or
 - (e) it would cause you to exceed any limit or restriction which applies to your account (such as a daily cash withdrawal limit from cash machines); or
 - (f) we have any other valid reason for not acting on your instructions.
- 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 also 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).

3.1.7 All payment instructions will be transacted in Sterling unless we specifically agree otherwise.

3.2 Joint Accounts

3.2.1 If you have a joint account, we will (unless and until instructed otherwise under General Condition 3.2.2) accept instructions from any one of you. This means that any one of you can withdraw the full balance in your account.

3.2.2 Any one of you may instruct us that we may only accept instructions from all of you acting together. If this happens:

- (a) we will only act on your instructions if they are in writing and signed by all of you; and
- (b) you will be unable to use our telephone and online banking services, which depend on us being able to accept instructions from any one of you.

3.2.3 If one of you dies, we will accept instructions from the survivor(s), into whose name(s) the account will pass.

3.3 Protecting Your Account

- 3.3.1 In order to protect your account against misuse, you must:
- (a) keep your PIN and your other security details secret; and
 - (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
 - (c) act with reasonable care, including taking reasonable steps to prevent unauthorised use of your security details; and
 - (d) not act fraudulently; and
 - (e) follow the security procedures described in General Conditions 14.3 and 14.4 if you operate your account by telephone or by accessing our website; and
 - (f) take the steps described in General Condition 15.2 if you have a debit card or an ATM card.
- 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.
- 3.3.3 General Conditions 14.3 and 14.4 set out your responsibility for losses caused by your failure to follow the security procedures for operating your account by telephone or by accessing our website.
- 3.3.4 General Condition 15.10 sets out your responsibilities for losses caused by the misuse of a debit card or an ATM card.

4 PAYMENTS INTO YOUR ACCOUNT

4.1 Cash and electronic funds

- 4.1.1 Cash paid in at a branch will be added to your account and treated as cleared immediately.
- 4.1.2 Cash paid into a quick deposit facility before 3.30pm on a business day will be added to your account and treated as cleared on the same day. Otherwise, it will be processed the next business day.
- 4.1.3 Electronic transfers will be added to your account and treated as cleared immediately upon receipt.

4.2 Cheques

- 4.2.1 The following terms apply when a UK Sterling cheque, which is issued by and deposited with us or another UK bank, is paid into your account:
- (a) If the cheque is paid in over the counter at any branch before 3.30pm on a business day, the money will be added to your balance on the same day. If the cheque is paid in over the counter at any branch after 3.30pm on a business day or a non business day, the money will be added to your balance on the next business day.
 - (b) The money will be credited to your account for interest purposes no later than two business days after it is added to your balance.
 - (c) The money will be available for you to use no later than four business days after it is added to your balance.
 - (d) If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. After that, we will not deduct the amount of your cheque from your balance unless you give your consent to our doing so or you were knowingly involved in a fraud concerning the cheque.
- 4.2.2 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out in General Condition 4.2.1.
- 4.2.3 For foreign currency cheques or cheques which are not issued by or deposited with a UK bank different cheque clearing procedures and longer time periods may apply than those stated in General Condition 4.2.1.
- 4.2.4 Paying cheques into your account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us.

4.3 Interest

- 4.3.1 Not all of our accounts pay interest on credit balances. If your account is eligible for interest, we will pay interest on the daily cleared credit balance in your account unless the Account Specific Conditions for your account provide otherwise. Interest on eligible accounts will be calculated and paid in the manner and at the rates set out in our interest rate

leaflets, which can be obtained from any branch (for branch based accounts). You can also call 0800 121 129, look on our website www.rbs.co.uk or ask our branch staff.

4.3.2 Our interest rate leaflets include the following:

- *Personal Banking – Charges and Rates of Interest;*
- *Private Banking – Charges and Rates of Interest;*
- *Savings Interest Rates;*
- *Bond information sheets.*

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.

4.4 Refusal of payments into your account

4.4.1 If we have a valid reason, we may refuse to accept a payment into your account.

5 PAYMENTS OUT OF YOUR ACCOUNT

5.1 Withdrawals and other transactions

5.1.1 If the cleared balance on your account (plus any unused arranged overdraft facility) is sufficient, you may carry out transactions on your account and withdraw money at any time. For your protection, there is a daily limit on the amount of cash you can withdraw using your card at a cash machine.

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.

5.2 Cheques

5.2.1 When you pay a cheque out of your account, we may decide not to pay it if:

- (a) there is not enough money in your account, or payment of the cheque would cause your account to exceed any arranged overdraft limit; or
- (b) the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
- (c) we have reasonable grounds to suspect fraudulent activity.

5.2.2 We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.

5.3 Cancellation

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.

5.4 Services and charges

5.4.1 We may impose:

- (a) charges for the operation of your account, including overdraft charges, interest and returned item charges; and
- (b) other charges relating to your account or to the supply of services requested by you.

5.4.2 Our current charges for the operation of your account and the other charges we most frequently impose are set out in the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*). You can also find out about our charges by telephone, on our website www.rbs.co.uk, or by asking our staff. We will tell you about the charges for any service not covered by the leaflet before we provide the service and at any time you ask.

5.4.3 There may be other costs (such as taxes) imposed by third parties on your account. We may debit from your account the amount (if any) of any tax, duty or other charge levied on your account by any competent

authority in connection with your account and which we may pay to such authority on your behalf.

5.5 Timescales for making payments

5.5.1 Where you instruct us to make a payment:

- (a) If we can make the payment using the Faster Payments Service, the payment will normally be credited to the payee's account immediately (but may sometimes take up to 2 hours), where the payment is within our defined limits and the receiving institution is a member of the Faster Payments Service. If we suspect fraudulent activity on your account, we may take longer than 2 hours to credit the payee's account.

Further information on the Faster Payments Service can be found in the leaflet *How to make the most of your account*.

- (b) If we cannot use the Faster Payments Service to make the payment, we will advise you of alternative methods of making the payment. In these circumstances, where the payment is to be made in the European Economic Area (EEA), payments will be credited to the payee's account as follows:

- Payments in Sterling or Euro will reach the institution holding the account by the end of the next business day following receipt of your instructions.
- Paper-based instructions for payments in Sterling or Euro will reach the institution holding the account by the end of the second business day following receipt of your instructions.
- Payments not in Sterling or Euro will reach the institution holding the account by the end of the fourth business day following receipt of your instructions.

Different timescales apply to payments outside the EEA.

5.5.2 With the exception of payments using the Faster Payments Service:

- (a) instructions received on a non-business day are treated as received on the next business day;
- (b) instructions received after 3.30pm are treated as received on the next business day unless we tell you that the payment will be processed immediately; and
- (c) instructions for future dated payments are treated as received on the proposed payment date, or the next business day.

5.5.3 Where you require a currency conversion between Euro and Sterling, the payment will reach the institution holding the account by the end of the next business day following receipt of your instructions where:

- (a) the receiving account is held in the UK; or
- (b) in the case of a cross-border payment, the cross-border transfer takes place in Euro and in the EEA.

For other currency conversions, different timescales apply.

6 OVERDRAFTS AND RETURNED ITEMS

6.1 Availability

6.1.1 Unless indicated otherwise in the Account Specific Conditions for your account, arranged overdrafts are available on request if you are aged 18 or over and you satisfy our criteria.

6.1.2 We may change your overdraft limit by giving you personal notice of the new limit. If we are reducing the limit:

- (a) we will normally give you not less than 30 days' notice of the reduction; but
- (b) our notice may provide for the reduction to come into effect immediately if, as a result of the way you operate your account or of your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

6.2 Security

6.2.1 When we arrange an overdraft limit, we will provide you with details of any existing security we hold for the overdraft and any new security we require.

6.2.2 We will not be obliged to make the overdraft available until any security we require has been completed to our satisfaction. We will require all security to be granted in our preferred form.

6.3 Unarranged overdrafts and returned items

6.3.1 If you issue instructions for a withdrawal or other payment which would result in:

- (a) your account becoming overdrawn, or further overdrawn, without prior arrangement; or
- (b) your overdraft limit being exceeded, we will treat your instructions as an informal request for an unarranged overdraft. General Conditions 6.3.2 to 6.3.4 describe how we process your request and the charges we make in such cases.

6.3.2 We will take account of your financial circumstances when deciding, in our discretion, whether or not to accept your request.

6.3.3 If we reject your request, we will make a charge known as a Returned Item Fee. This charge will apply in addition to any charge which may be imposed under General Condition 6.3.4.

6.3.4 Where you have an unarranged overdraft, we will apply a daily charge known as an Unarranged Overdraft Fee.

6.3.5 The charges mentioned in this General Condition 6.3 will be calculated and charged in the manner and at the rates set out in the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).

6.3.6 If we allow an overdraft to be created or your arranged overdraft limit to be exceeded, this will not mean that your arranged overdraft limit has been changed, nor that we are bound to make any other payment which would have the same effect.

6.3.7 We may cancel any Standing Order or Direct Debit on your account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (plus any unused arranged overdraft facility) on your account is unlikely to be sufficient to meet future payments under the Standing Order or Direct Debit.

6.4 Calculating your overdraft

6.4.1 To determine whether your instructions would result in an unarranged overdraft, we will look at the cleared balance (plus any unused arranged overdraft facility) on your account.

6.4.2 We may disregard any credits which have not cleared when we calculate the amount of your overdraft outstanding (and any interest payable). If we make a payment against credits which have not cleared, this does not mean that we are bound to do so at other times.

6.5 Repayment and termination of your overdraft

6.5.1 We will always tell you if we intend to place any restrictions on your ability to make withdrawals under an overdraft facility.

6.5.2 If we have a valid reason for doing so, we may give you personal notice withdrawing your right to overdraft your account, or demanding repayment of your overdraft, or both. Our notice will normally take effect after a period of not less than 30 days, but it may take effect immediately if:

- (a) you have broken any term of the contract between you and us; or
- (b) we have reasonable grounds to suspect fraudulent activity; or
- (c) as a result of the way you operate your account or of your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

If we demand repayment of your overdraft, you must immediately stop making withdrawals or payments of any kind on your account and must repay the full amount of your overdraft as soon as our notice takes effect.

6.5.3 You may terminate your overdraft facility at any time by telling us in writing. If you do this you must repay any overdraft immediately.

6.6 Interest, fees, charges and other costs

6.6.1 We will notify you personally if we charge a fee when we arrange or renew an overdraft. If a fee is payable, we will debit it to your account on or shortly after the day on which your overdraft is arranged or renewed.

6.6.2 Interest and charges relating to arranged overdrafts will be payable and will be calculated and charged in the manner and at the rates set out in the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*) and in any overdraft confirmation letter. Interest will be calculated on the daily cleared overdrawn balance on your account (both before and after any judgement for payment).

6.6.3 You will also be responsible for paying any costs reasonably incurred by us in connection with your overdraft. These will include (but will not be limited to) costs of:

- (a) communicating with you; and
 - (b) preserving, taking, enforcing and/or realising any security; and
 - (c) taking steps, including court action, to obtain payment.
- 6.6.4 We may debit your account with any interest, fees, charges or other costs, even if this results in or increases an unarranged overdraft. If an unarranged overdraft arises in this way we may apply an Unarranged Overdraft Fee under General Condition 6.3.4.
- 6.6.5 We do not charge interest on unarranged overdrafts. Nor will we charge interest under General Condition 6.6.2 on any part of an arranged overdrawn balance which represents:
 - (a) a Default Notice Fee or other sum (apart from interest) which is payable by you in connection with a breach of your obligations under your agreement with us; or
 - (b) a Returned Item Fee or Unarranged Overdraft Fee.
- 6.6.6 If your account is overdrawn, any money credited to it will be applied in the following order:
 - (a) in repaying or reducing any part of the overdraft which represents a sum mentioned in General Condition 6.6.5;
 - (b) in repaying or reducing the rest of the overdraft.
- 6.7 Conditions for your overdraft**
- 6.7.1 The Conditions of an overdraft will not be affected in any way by the account on which we have made the overdraft available being:
 - (a) allocated another account number by us; or
 - (b) transferred to another of our branches, offices or departments.
- 7 CLOSING OR CONVERTING YOUR ACCOUNT**
- 7.1 Closure by us**
- 7.1.1 We can close your account immediately if:
 - (a) we reasonably suspect that you have given us false information; or
 - (b) we reasonably suspect that your account is being used for an illegal purpose; or
 - (c) you behave in a threatening or violent manner towards our staff; or
 - (d) you were not entitled to open your account.
- 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.
- 7.1.3 If you have an account of fixed duration (such as a bond), we can only close your account under General Condition 7.1.1.
- 7.2 Closure by you**
- 7.2.1 You can close your account at any time for any reason without charge, and we will forward any existing credit balance on your account to you, provided that:
 - (a) you inform us in writing that you wish to close your account. We may allow you to close your account over the phone. If you notify us by telephone, we may ask you to confirm any notice in writing; and
 - (b) you return all (unused) cheques and cards issued on your account with any cards cut once through the magnetic strip and once through the chip; and
 - (c) you repay any money you owe to us, including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your account; and
 - (d) the Account Specific Conditions for your account permit you to do so; and
 - (e) you inform all third parties with whom you have arranged Direct Debits and Standing Orders of the closure of your account.
- 7.3 Conversion by us**
- 7.3.1 If your account is a current account, you agree that we may convert it to another current account in our range of accounts. If your account is a savings account, you agree that we may convert it to another savings account in our range of our accounts.
We will only do this if:

- (a) we have a valid reason for converting your account; and
- (b) if it's a Payment Account we notify you personally not less than 60 days before we convert it or not less than 30 days if your account is a Non-Payment Account.

We will convert your account after the expiry of our notice unless in the meantime you have informed us in writing that you wish to close your existing account under General Condition 7.2.1. For a period of 30 days from the date on which we convert your account, you may close the account (or switch to any other account which we are willing to provide to you) without loss of interest or any additional charges.

8 LIABILITY

8.1 Your liability

This condition sets out your liability to us. For debit cards and ATM cards please also see General Condition 15.9.

8.1.1 You are responsible for payment of any debt that arises on your account.

8.1.2 If you have a joint account, you will each be responsible for any money owing on your account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended.

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.

8.2 Our liability

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.

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.

9 COMMUNICATIONS

9.1 Bank statements

- 9.1.1 We will provide you with statements showing all amounts added to or taken from your account since the previous statement.
- 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.

- 9.1.3 You should read these statements, and tell us as soon as possible if you believe there is an incorrect entry in any statement.

9.2 Other communications

- 9.2.1 When we communicate with you by telephone, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.
- 9.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- 9.2.3 If your name, address, telephone or mobile number or email address changes, you must notify us. If you notify us by telephone, we may ask you to confirm the change in writing.
- 9.2.4 If we hold an email address or mobile phone number for you, we may use this to communicate service-related information to you and, in particular, we may alert you to any concerns we may have about the activity on your account.

10 CHANGES TO THE AGREEMENT AND CHARGES

10.1 General Provisions

- 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.
- 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.
- 10.1.3 If you have an account of fixed duration (such as a bond), we will only make changes under General Condition 10.1.2 if we have a valid reason for making the change.

10.2 Copies of the Conditions

- 10.2.1 If we make a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes. You can also request a copy of the Conditions at any time.

10.3 Your rights when changes are made

- 10.3.1 If we give you notice of:
 - (a) a change in the terms of our agreement with you under General Condition 10.1.1; or
 - (b) the introduction of a new charge or a change in the amount of any existing charge under General Condition 10.1.2, then for a period of 60 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges.
- 10.3.2 Your rights under General Condition 10.3.1 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

11 CHANGES TO INTEREST RATES AND EXCHANGE RATES

11.1 Reasons for changing interest rates

- 11.1.1 We may change the interest rates which apply to your account for any of the following reasons:
 - (a) to enable us to respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
 - (b) to enable us to respond proportionately to changes in the interest rates paid or charged by other banks and financial institutions on personal current and savings accounts;
 - (c) to reflect changes in the costs we reasonably incur in providing your account;
 - (d) to reflect changes in the law or a decision by an ombudsman;
 - (e) to enable us to meet changed regulatory requirements;
 - (f) to reflect changes in any codes of practice to which we subscribe.
- 11.1.2 We may also change the interest rates which apply to your account for any other reason. If we do this, we will tell you the reason for the change.

- 11.1.3 Nothing in General Conditions 11.1.1 or 11.1.2 enables us to change an interest rate which, under the Account Specific Conditions, is fixed or tracks a specified rate or index.
- 11.1.4 If we give you notice of a change in interest rates then for a period of 60 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges.
- 11.1.5 Your rights under General Condition 11.1.4 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

11.2 Notification of changes to credit interest rates

- 11.2.1 We will give you notice of any change we make to the interest rates we pay on credit balances as follows:
 - (a) If we are changing the interest rates 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.
 - (b) If your account is a Payment Account and we are changing the interest rates in a way that is to your disadvantage, we will notify you personally not less than 60 days before the change comes into effect.
 - (c) If your account is a Non-payment Account and we are changing the interest rates we pay on credit balances in a way that is materially to your disadvantage, we will notify you personally not less than 14 days before the change comes into effect.A change in interest rates is materially to your disadvantage where:
 - (i) the interest rate that applies to your account falls by more than 0.25% in a single movement; or
 - (ii) there has been a total fall of 0.50% or more in the interest rate that applies to your account in any preceding 12 month period.(i) and (ii) above apply only where your account has a balance of £500 or more.
 - (d) If your account is a Non-payment Account and we are changing the interest rates we pay on credit balances in a way that is to your disadvantage, but not materially so, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards.
 - (e) If your account tracks a specified external rate or index, the provisions in (a) to (d) above do not apply. 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.
- 11.2.2 We will give you notice under General Condition 11.2.1(a), (d) or (e) by advertising the change in at least three 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.

11.3 Notification of changes to arranged overdraft interest rates

- 11.3.1 Except where General Condition 11.3.2 applies, if we are changing the interest rates we charge on arranged overdrafts, we will notify you personally not less than seven days before the change comes into effect.
- 11.3.2 For arranged overdraft interest rates that are linked to an internal reference rate (for example, set at a margin over our base rate) we may notify you of a change to the reference rate by advertising the change as soon as possible after it comes into effect in at least three 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.

11.4 Exchange rates

- 11.4.1 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.

12 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT

- 12.1 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.

13 COMPLAINTS

- 13.1 If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. We can give you a leaflet describing those procedures if you ask for it at any of our branches or if you make a request by telephone or you can look on our website www.rbs.co.uk.

Section B: Remote Banking Conditions

14.1 Introduction

- 14.1.1 This Section applies to you if we have agreed that you may use our telephone and online banking services, which allow you to operate your account by telephone or by accessing our website.
- 14.1.2 The General Conditions in this Section explain your rights and responsibilities and those of The Royal Bank of Scotland plc regarding the use of The Royal Bank of Scotland telephone and online banking services.
- 14.1.3 If you do not hold a Royal Bank of Scotland credit card, the Conditions which relate to credit cards will not apply to you.

14.2 Definitions

- 14.2.1 In this General Condition 14:
- “We”, “Us”, “Our” means The Royal Bank of Scotland plc.
- “You”, “Your” for current and savings accounts means:
- (a) in the case of an individual, the customer who has an account(s) with us on which the Service is available. If you have a joint account, references in these Conditions to “you” include each of you together and separately; or
 - (b) in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the account(s); or
 - (c) in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the account(s); or
 - (d) in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the account(s); or
 - (e) in the case of a sole trader or professional practitioner, the customer who has the account(s) and any other person(s) authorised by the customer to give instructions on the account(s); or
 - (f) in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the account(s); or
 - (g) in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the account(s).
- “You”, “Your” for credit card accounts means the customer who has a credit card account with us.
- “Security Details” means the identifying words, codes and numbers agreed between you and us that are used in the security procedure.
- “Service” means The Royal Bank of Scotland telephone and online banking services when accessed using the telephone or internet.

14.3 Authority

- 14.3.1 You authorise us to accept and act on your instructions and to pay to and from your account(s) the amounts involved when the transaction has been authenticated by the use of the security procedure we require you to follow.
- 14.3.2 If you have a joint account, we will act on the instructions of any one of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

14.4 Security Procedure

- 14.4.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 14.4.2 You must not disclose your Security Details to any other person or record your Security Details in any way that may result in them becoming known to another person.

- 14.4.3 Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 14.4.4 Where a transaction on the account is confirmed by use of the Security Details and the Service but you subsequently show that the transaction was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Conditions, and you have not acted fraudulently.
- 14.4.5 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).
- 14.4.6 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.
- 14.4.7 Telephone calls may be recorded.

14.5 Transactions

- 14.5.1 Where you instruct us to make a payment through the Service, we will make the payment using the Faster Payments Service if possible. If we cannot use the Faster Payments Service, we will advise you of alternative methods of making the payment.
- 14.5.2 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

14.6 Charges

- 14.6.1 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.

14.7 Availability of the Service

- 14.7.1 While we will make reasonable efforts to provide the Service, we will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service.

14.8 Variation/Termination of the Service

- 14.8.1 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.
- 14.8.2 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.
- 14.8.3 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

15.1 Introduction

- 15.1.1 This Section applies to you if you have a debit card or an ATM card (a "card").
- 15.1.2 A debit card is a card which displays the 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.

- 15.1.3 An ATM card is a card which displays the Plus 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: 15.3.3, 15.3.4, 15.3.9, 15.3.10, 15.4.1 and 15.4.2.

15.2 Important Notices

- 15.2.1 If your card is lost or stolen, or you suspect that someone knows your PIN, you must phone us on 0870 513 3550 (or +44 870 513 3550 from abroad). If you are unable to communicate in any other way, you must write immediately to your branch or to The Royal Bank of Scotland plc, Edinburgh Card Centre, PO Box 20000, The Younger Building, 3 Redheughs Avenue, Edinburgh EH12 9RB.
- 15.2.2 You (and any additional cardholder(s)) must:
- sign your card when you or the additional cardholder(s) receive it; and
 - keep your card secure at all times and not allow any other person to use it; and
 - on receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip; and
 - never write down your PIN in any way which could be understood by someone else.
- Failure to follow the above procedures may affect your liability for unauthorised payments, as set out in General Condition 8.

15.3 Using your card

- 15.3.1 Provided that the cleared balance on your account (plus any unused arranged overdraft facility) is sufficient, you may use your card along with your PIN to obtain cash from any cash machine which we advise will accept your card. Withdrawals may be made up to the daily cash withdrawal limit.
- 15.3.2 We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- 15.3.3 You can use your card to make purchases from retailers or suppliers of services if the front of your card displays the Visa Debit logo and the retailer or supplier of services displays either the Visa or Visa Debit 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.
- 15.3.4 If you have a card that displays the Visa Debit logo and starts with the numbers 4751 16, 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 us for authorisation in line with 15.4.1.
- 15.3.5 If by using your card you (or any additional cardholder(s)) instruct us to debit your account where there are insufficient funds available to cover the debit, or the requested debit would cause an arranged overdraft limit to be exceeded, we will treat your instruction as an informal request for an unarranged overdraft, and the provisions set out in General Condition 6 will apply.
- 15.3.6 Transactions carried out using your card will normally be applied to your account on the day the transaction is carried out or on the next business day.
- 15.3.7 On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit from your account.
- 15.3.8 When there is a transaction in a foreign currency on your account, we will convert it into Sterling at our then current exchange rate.
- 15.3.9 You must pay all amounts charged to your account by your card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any additional cardholder has authorised the transaction.
- 15.3.10 When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- 15.3.11 You must not use your card:
- before or after the period for which your card is valid; or
 - after we have notified you that we have suspended, withdrawn or restricted the use of your card under General Condition 15.3.12; or

- (c) after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card, under General Condition 15.3.14; or
 - (d) if we receive notice of the loss, theft or possible misuse of your card under General Condition 15.3.15; or
 - (e) if your right to use your card is ended under General Condition 15.8.1.
- 15.3.12 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

- 15.3.13 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. 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.

- 15.3.14 Your card remains our property. At any time when General Condition 15.3.12 allows us to suspend, withdraw or restrict the use of your card, we may instead give you personal notice demanding that you return your card to us. If we do this, then:

- (a) you must return your card to us immediately, cut once through the magnetic strip and once through the chip; and
- (b) we, or anyone acting for us, may keep your card if you try to use it.

- 15.3.15 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card. If your card is then found, you must not use it. You must return it to us immediately (cut once through the magnetic strip and once through the chip).

- 15.3.16 We will not be liable if any party refuses to let you pay or withdraw cash using your card.

- 15.3.17 By inserting your card in the card reader device provided and keying in your PIN, you may use your card and PIN to authenticate transactions for which you have given instructions in a branch or at a retail outlet.

15.4 Authorisation

- 15.4.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to give authorisation if:

- (a) your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
- (b) you or any additional cardholder have broken these Conditions; or
- (c) taking account of all other transactions we have authorised, including those not yet charged to your account, there are insufficient funds available in your account.

- 15.4.2 Once you have carried out a transaction using your card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.

15.5 Charges

- 15.5.1 You will have to pay charges if you use your card in certain ways, as detailed in the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).

15.6 Additional cardholder(s)

- 15.6.1 You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else who is specially authorised to act

on your behalf (for example, a person acting under a Power of Attorney given by you). If we agree to do this, you are responsible for ensuring that any additional cardholder(s) complies with these Conditions and you will have to pay for all transactions carried out using the additional card(s), including those charged to your account after the additional card(s) has been returned to us.

- 15.6.2 You authorise us to pass information to any additional cardholder(s). This information will include, but will not be restricted to, details of your account.

15.7 Passing information to third parties

- 15.7.1 You authorise us to give any appropriate third party any relevant information:
- (a) in connection with the loss, theft or possible misuse of your card or PIN; or
 - (b) in order for us to meet our obligations as a member of the Visa card scheme.

15.8 Ending the use of your card

- 15.8.1 If your account is closed then you will not be entitled to use your card. In addition, you will not be entitled to use your card if you receive an instruction from us not to make any further withdrawals on your account.
- 15.8.2 You may end your use of your card (and the use of your card by any additional cardholder(s)) at any time by telling us in writing and returning your card(s) to us immediately (cut once through the magnetic strip and once through the chip).
- 15.8.3 If your use of the card (or the use of the card by any additional cardholder(s)) is ended, you remain responsible for all transactions carried out with the card(s).

15.9 Your Liability

- 15.9.1 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

PAYMENT ACCOUNTS

1 RAINBOW SAVINGS ACCOUNT

- 1.1 Rainbow Savings Accounts may be opened only by individuals aged 18 years or over on trust for a named child aged under 16 years and held until the named child reaches age 21.
- 1.2 When the child reaches age 16 you can transfer the account into the child's own name. This will enable the child to continue to claim tax relief provided they are still not liable to pay tax on interest we pay into the account. If the account is not transferred into the child's own name, interest will be paid net of tax. As the account can only be held by you on trust for the child until they reach the age of 21, when you transfer

the account into the child's own name this will involve the account being closed and a new account (from our range of accounts) being opened in the child's own name.

- 1.3 We will issue a passbook for your account.
- 1.4 We can only accept instructions from you on the account. We cannot accept instructions from the named child on the account.
- 1.5 When you open your account, you must deposit at least £1 into the account.
- 1.6 Interest is calculated on the minimum monthly balance.
- 1.7 If you make a withdrawal at a branch other than the account holding branch:
 - (a) you can withdraw a maximum of £50; and
 - (b) you may be required to produce your passbook and satisfactory evidence of identity.
- 1.8 Standing Order and Direct Debit payments are not permitted on your account.
- 1.9 Arranged overdrafts are not available on your account.
- 1.10 Cheque books are not available on your account.

2 CASH CLUB ACCOUNT

- 2.1 You should review the Conditions that apply to your account with a parent or guardian.
- 2.2 Cash Club Accounts are available only to individuals aged 7 years to 10 years.
- 2.3 When you open your account, you must deposit at least £1 into the account.
- 2.4 You can withdraw a maximum of £10 per week on your own. If you want to take out any more than £10 in any week, then your parent or guardian who holds the signature card will have to produce this and sign as well as you.
- 2.5 Standing Order and Direct Debit payments are not permitted on your account.
- 2.6 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
- 2.7 Cheque books are not available on your account.
- 2.8 When you reach age 11 we may change your Cash Club Account to a Revolve Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and our leaflets *Personal Banking – Charges and Rates of Interest* and *Savings Interest Rates*.

3 REVOLVE ACCOUNT

- 3.1 You should review the Conditions that apply to your account with your parent or guardian.
- 3.2 Revolve Accounts are available only to individuals aged 11 years to 18 years.
- 3.3 When you reach age 18 or apply for a full time Higher Education course through the Universities and Colleges Admissions Service, we may change your Revolve Account to a Key Account or a Current Account or a Student Royalties Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*.
- 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.
- 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.
- 3.6 Standing Order and Direct Debit payments are not permitted on your account.
- 3.7 Arranged overdrafts are not available on your account. If your account becomes overdrawn we may inform your parent or guardian.
- 3.8 Cheque books are not available on your account.

4 CURRENT ACCOUNT

- 4.1 Current Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over.
- 4.2 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

5 KEY ACCOUNT

- 5.1 Key Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over.

- 5.2 Arranged overdrafts are not available on your account.
- 5.3 Cheque books are not available on your account.
- 5.4 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

6 CASH ACCOUNT

- 6.1 Cash Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over.
- 6.2 You can use our telephone and online banking services to make an immediate payment from your account, but you are not permitted to use those services to give instructions for a payment to be made from your account at a future date.
- 6.3 Standing Order and Direct Debit payments are not permitted on your account.
- 6.4 Arranged overdrafts are not available on your account.
- 6.5 Cheque books are not available on your account.

7 STUDENT ROYALTIES ACCOUNT

- 7.1 Student Royalties Accounts are available only to permanent UK resident students who are:
 - (a) completing a full time undergraduate higher education course of at least 2 years' duration; or
 - (b) completing a full time postgraduate course; or
 - (c) training as a nurse, at a university or college of higher education in the UK. A permanent UK resident is someone who has been ordinarily resident in the UK for 3 years or more.
- 7.2 You must use your account as your main current account and deposit regular amounts into it by way of local education/Student Awards Agency for Scotland funding, parental contribution, salary, student loan or other funding, such as sponsorship or bursary.
 - (a) If you're applying to open/transfer your account to an RBS Student Royalties account from 8th June 2009 onwards in order to be eligible to apply for an interest free overdraft, you must use your account as your main current account. If at any time you stop using your account as your main current account then we reserve the right to remove any interest free overdraft on your account. To be classed as using your account as your main current account there must be at least one credit transaction on your account every 3 months and at least 3 debit transactions per month during term time.
- 7.3 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service (UCAS), you agree that UCAS can tell us that you have made an application.
- 7.4 If you are offered a place (whether subject to achieving exam results or not), you agree that UCAS can tell us whether your offer of a place has been confirmed.
- 7.5 If UCAS tells us that you have made an application, we may change your existing account (if it is not already a Student Royalties Account) to a Student Royalties Account.
- 7.6 If UCAS tells us that your place has been confirmed following the publication of exam results in August, we will contact you to confirm your course and period of study and invite you to apply for any applicable overdraft facilities.
- 7.7 If UCAS tells us that you have not secured a place following the issue of results in August, but you secure a place through the clearing process, you will be required to provide written confirmation of any place secured through the clearing process.
- 7.8 If you decide not to take up any place offered, or you do not secure a place following the issue of results in August or through the clearing process:
 - (a) you should contact us so that we can arrange for your account to be changed to one more suitable for you; or
 - (b) if we do not hear from you, we may change your account back to the account you held previously or to a Current Account or a Key Account (if you did not hold a current account with us before or you are no longer eligible for the account which you held previously) at the end of the year.
- 7.9 You may apply for the additional benefits specified in *Student Royalties – A guide to benefits*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.

- 7.10 If you're applying to open/transfer your account to an RBS Student Royalties account from 8th June 2009 onwards in order to be eligible to receive your Railcard and/or Bus Discounts ("RBS Travel Package") you must first register for online banking and opt to receive online statements instead of paper statements. Conditions of the 16-25 Railcard benefits can be found at www.16-25railcard.co.uk. Conditions of the Bus Discount benefits can be found at www.firstgroup.com and www.lothianbuses.com. Details of how to apply and the deadlines for doing so are included in your welcome pack. Only accounts held at an RBS branch in Scotland will be eligible for the RBS Travel Package. A replacement lost or stolen Railcard will only be issued if you remain registered for online banking and e-statements. Your Railcard will be renewed and issued to you on an annual basis prior to the expiry of your previous card provided you remain registered for online banking and e-statements and you have continued to use your account as your main bank account.
- 7.11 In the month of July in the year of your graduation, we will change your Student Royalties Account to a Graduate Royalties Account at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*.
- 7.12 If your Student Royalties Account is closed, the Student Royalties benefits will no longer be available to you.

8 GRADUATE ROYALTIES ACCOUNT

- 8.1 Graduate Royalties Accounts are available only to Graduates who have held a Student Royalties Account with us, or who have graduated from a full-time higher education course lasting 3 years or more or completed training as a nurse during the past 3 years.
- 8.2 You must use your account as your main current account and deposit regular amounts into it by way of wages, salary or other income.
- 8.3 You may apply for the additional benefits specified in *Graduate Royalties – Service Guide*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
- 8.4 If you graduate
- (a) before 1 January 2013, in the month of July of the third year after your graduation, subject to our assessment of your financial position, we may change your Graduate Royalties Account to a Current Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*; or
 - (b) from 1 January 2013 onwards, in the month of July of the second year after your graduation, subject to our assessment of your financial position, we may change your Graduate Royalties Account to a Current Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*.
- 8.5 If your Graduate Royalties Account is closed, the Graduate Royalties benefits will no longer be available to you.

9 ROYALTIES ACCOUNT

- 9.1 Royalties Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over.
- 9.2 Provided you meet any eligibility requirement, you may apply for the additional benefits specified in the *Royalties Service Guide*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
- 9.3 If your Royalties Account is closed, the Royalties benefits will no longer be available to you.
- 9.4 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

10 ROYALTIES GOLD ACCOUNT

- 10.1 Royalties Gold Accounts are available only to individuals aged 18 years or over.
- 10.2 Provided you meet any eligibility requirement, you may apply for the additional benefits specified in the *Royalties Gold Service Guide*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.

- 10.3 If your Royalties Gold Account is closed, the Royalties Gold benefits will no longer be available to you.
- 10.4 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.
- 11 ROYALTIES PRIVATE ACCOUNT**
- 11.1 Royalties Private Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over. You must also meet one of the following requirements:
- (a) you have a sole annual income of at least £100,000 (or joint income of £150,000); or
 - (b) you have savings of at least £50,000 with us.
- 11.2 Your salary (or equivalent) must be paid into your Royalties Private Account.
- 11.3 If you have a Royalties Private Account, you may apply for the additional benefits specified in *Welcome to Royalties Private*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
- 11.4 If your Royalties Private Account is closed:
- (a) the Royalties Private benefits will no longer be available to you; and
 - (b) any Private Banking Deposit Accounts held by you will be closed and any balance will be transferred to Instant Access Savings Accounts (or equivalent).
- 11.5 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.
- 12 PRIVATE BANK ACCOUNT**
- 12.1 Private Bank Accounts are not available to new customers. Existing account holders must be individuals aged 18 years or over. You must also meet one of the following requirements:
- (a) you have a sole annual income of at least £100,000 (or joint income of £150,000); or
 - (b) you have savings of at least £50,000 with us.
- 12.2 Your salary (or equivalent) must be paid into your Private Bank Account.
- 12.3 If your Private Bank Account is closed the Private Bank Account benefits will no longer be available to you.
- 12.4 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.
- 13 PRIVATE BANKING DEPOSIT ACCOUNT**
- 13.1 Private Banking Deposit Accounts are available only to individuals aged 18 years or over who are RBS Private customers.
- 13.2 When you open your account, you must deposit at least £1 into the account.
- 13.3 After you open your account, the balance must not exceed £15 million.
- 13.4 You may not have your wage or salary paid directly into your account.
- 13.5 Standing Order and Direct Debit payments are not permitted on your account.
- 13.6 Arranged overdrafts are not available on your account.
- 13.7 Cheque books are not available on your account.
- 13.8 If you are no longer a RBS Private customer we may close your Private Banking Deposit Account and any balance will be transferred to an Instant Access Savings Account (or equivalent).
- 14 PRIVATE BANKING CURRENT ACCOUNT**
- 14.1 Private Banking Current Accounts are not available to new customers. Existing account holders must be individuals who we invite to open an account.
- 14.2 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Private Banking – Charges and Rates of Interest*, but does appear in our leaflet *Private Banking Current Account Charges and Rates of Interest*. These leaflets also form part of the contract between you and us, The Royal Bank of Scotland plc.
- 15 INSTANT ACCESS SAVINGS ACCOUNT**
- 15.1 Instant Access Savings Accounts are available only to individuals aged 16 years or over.
- 15.2 When you open your account, you must either deposit at least £50 into the account or arrange for a monthly Standing Order of at least £20 to be paid into the account.

- 15.3 After you open your account, the balance may fall below £50 but it must not exceed £1 million.
- 15.4 You may not have your wage or salary paid directly into your account.
- 15.5 Standing Order and Direct Debit payments are not permitted on your account.
- 15.6 Arranged overdrafts are not available on your account.

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INSTANT SAVINGS TRACKER ACCOUNT

- 16.1 Instant Savings Tracker Accounts are available only to individuals aged 16 years or over, including trustees.
- 16.2 When you open your account, you must deposit at least £500 into the account.
- 16.3 After you open your account, the balance may fall below £500 but it must not exceed £1 million.
- 16.4 Interest on balances of £500 or more will track the Bank of England Base Rate by a percentage rate as set out in our leaflet *Savings Interest Rates*.
- 16.5 When the Bank of England Base Rate changes, we will change the interest rate on your account within 30 days of the change to the Bank of England Base Rate. We will give you notice of any change to the interest rate on your account at the earliest opportunity after the change has come into effect. We will do so by taking the steps set out in General Condition 11.2.2.
- 16.6 Interest will be paid into your Instant Savings Tracker Account or another account held by you at your branch.
- 16.7 You may not have your wage or salary paid directly into your account.
- 16.8 Standing Order and Direct Debit payments are not permitted on your account.
- 16.9 Arranged overdrafts are not available on your account.
- 16.10 Cheque books are not available on your account.

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FIRST HOME SAVER ACCOUNT

- 17.1 First Home Saver Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over, and mortgages are available only to individuals aged 18 years or over.
- 17.2 Joint accounts are permitted.
- 17.3 When you open your account, you must deposit at least £100 into the account.
- 17.4 After you open your account, the balance may fall below £100 but it must not exceed £1 million.
- 17.5 Interest on balances of £500 or more will be paid at a rate which tracks the Bank of England Base Rate by a percentage rate as set out in our leaflet *Savings Interest Rates*.
- 17.6 When the Bank of England Base Rate changes, we will change the interest rate on your account within 30 days of the change to the Bank of England Base Rate. We will give you notice of any change to the interest rate on your account at the earliest opportunity after the change has come into effect. We will do so by taking the steps set out in General Condition 11.2.2.
- 17.7 Interest will be paid into your First Home Saver Account or another account held by you at your branch.
- 17.8 You may not have your wage or salary paid directly into your account.
- 17.9 Standing Order and Direct Debit payments are not permitted on your account.
- 17.10 Arranged overdrafts are not available on your account.
- 17.11 Cheque books are not available on your account.
- 17.12 You will be entitled to cashback on your account, provided that you meet all of the following requirements:
 - (a) you have not previously held a mortgage, or if your account is in joint names, neither one of you has previously held a mortgage, however only one of you is required to apply for a mortgage; and
 - (b) your account has been open for at least 6 months prior to the mortgage funds being used; and
 - (c) you maintain a balance of at least the amount required to qualify for the cashback at any given tier (as set out in our leaflet *Savings Interest Rates*) for a minimum of 6 months. If, after that 6 month period, you need to withdraw money as part of the house buying process then you will still be entitled to your cashback, so long as the mortgage funds are used within 60 days of the withdrawal being made; and

- (d) at least one payment a month of a minimum of £50 is made into your account by Standing Order; and
 - (e) you (or, if you apply for the mortgage jointly, each of you making the mortgage application) meet our standard mortgage criteria for the mortgage you apply for; and
 - (f) you use the funds from one of our mortgages (excluding Buy to Let mortgages); and
 - (g) your account remains open either until the cashback is paid or the expiry of 4 months following the use of the mortgage funds, whichever is earlier. No further payments into the account are required following the use of the mortgage funds to be eligible for the cashback.
- 17.13 Only one cashback per mortgage application will be allowed. Only one cashback can be claimed per person. Where your account or mortgage is in joint names, only one cashback will be paid.
- 17.14 Cashback will not be paid automatically. You must claim it within 3 months of the mortgage funds being used.
- 17.15 To claim cashback you must contact your branch. We will then advise you if you qualify for cashback. If you qualify, we will pay the cashback into your account within 30 days of the date you contact us.
- 17.16 If cashback is payable:
- (a) it will only be paid into your First Home Saver Account; and
 - (b) it will be calculated using the lowest balance in your account in the 6 months prior to the mortgage funds being used, subject to a maximum balance as detailed in our leaflet *Savings Interest Rates*. When calculating the lowest balance we will not take into account any withdrawals that you make in the 60 days prior to the mortgage funds being used which are made as part of the house buying process. We may ask you to provide evidence of the purpose of each withdrawal.
- 17.17 We may withdraw the cashback offer, provided that we notify you personally 6 months beforehand.

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DIRECT SAVER ACCOUNT

- 18.1 Direct Saver Accounts are available only to individuals aged 18 years or over who are resident in the UK.
- 18.2 The account is only available from our website, www.rbs.co.uk, and can only be operated through our online banking service. It is not available through our branch network.
- 18.3 You may obtain any leaflets or other documents referred to in these Conditions or make general enquiries by writing to: The Royal Bank of Scotland E-MTA & Savings, 5th Floor, George House, 36 North Hanover Street, Glasgow G2 4WY. However, your account cannot be operated by writing to that address. You may not obtain leaflets or any other documents from our branches.
- 18.4 No transactions will be accepted in any of our branches.
- 18.5 When you open your account, you must deposit at least £1 into the account by cheque or electronic transfer.
- 18.6 If you pay some or all of your initial deposit by cheque, it must:
- (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
 - (b) be drawn on an account in your name (or if you are opening your account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
- 18.7 If you are an online banking customer, you may pay some or all of your initial deposit by automatic transfer. The initial deposit must be made in Sterling from an account held with us in your name (or if you are opening your account jointly, from an existing joint account held with us in the same names or the personal accounts held with us of each party to the account).
- 18.8 If your name(s), address(es), telephone number(s) or email address(es) change, you must tell us by writing to the address set out in Account Specific Condition 18.3.
- 18.9 After you open your account, the balance must not exceed £1 million.
- 18.10 After you open your account, you may make further deposits by:
- (a) Standing Order; or
 - (b) automatic transfer from an account held with us in your name.
- 18.11 You can only withdraw money from your account by:
- (a) a direct payment to any other UK bank account; or
 - (b) an automatic funds transfer to any account held with us in your name.

- 18.12 You may not have your wage or salary paid directly into your account.
- 18.13 Standing Orders and Direct Debit payments are not permitted on your account.
- 18.14 Arranged overdrafts are not available on your account.
- 18.15 Cheque books are not available on your account.
- 18.16 You may close your account (or cancel it within the period mentioned in General Condition 2.2.1) by writing to us at the address set out in Account Specific Condition 18.3.
- 18.17 When your account is closed, any remaining balance will be automatically transferred to another account held with us in your name. If no other such account is available, then it will be paid to you by cheque.

19 TELEPHONE SAVER ACCOUNT

- 19.1 Telephone Saver Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over who are resident in the UK.
- 19.2 The account is only available from our website www.rbs.co.uk or via our telephone banking service (0808 100 9510). It is not available through our branch network. Operations on your account can only be carried out through our telephone and online banking services.
- 19.3 No transactions will be accepted in any of our branches.
- 19.4 When you open your account, you must deposit at least £1 into the account by cheque or electronic transfer.
- 19.5 If you pay some or all of your initial deposit by cheque, it must:
 - (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
 - (b) be drawn on an account in your name (or if you are opening your account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
- 19.6 If you are an online or telephone banking customer, you may pay some or all of your initial deposit by automatic transfer. The initial deposit must be made in Sterling from an account held with us in your name (or if you are opening your account jointly, from an existing joint account held with us in the same names or the personal accounts held with us of each party to the account).
- 19.7 If your name(s), address(es), telephone number(s) or email address(es) change, you must tell us by writing to The Royal Bank of Scotland, Tay House, 5th Floor, Bath Street, Glasgow G2 4RS.
- 19.8 After you open your account, the balance must not exceed £1 million.
- 19.9 After you open your account, you may make further deposits by:
 - (a) Standing Order; or
 - (b) automatic transfer from an account held with us in your name or a joint account in the same names.
- 19.10 Withdrawals from your account can be made by electronic transfer to any UK bank account.
- 19.11 You may not have your wage or salary paid directly into your account.
- 19.12 Standing Order and Direct Debit payments are not permitted on your account.
- 19.13 Arranged overdrafts are not available on your account.
- 19.14 Cheque books are not available on your account.
- 19.15 You may close your account (or cancel it within the period mentioned in General Condition 2.2.1) by writing to us at the address set out in Account Specific Condition 19.7.
- 19.16 When your account is closed, any remaining balance will be automatically transferred to another account held with us in your name. If no other such account is available, then it will be paid to you by cheque.

20 ROYALTIES SAVER

- 20.1 Royalties Saver accounts are available only to individuals (except those acting as trustees) who subscribe to a Royalties Gold or Royalties Private account.
- 20.2 When you open your account, you must deposit at least £2,000 into the account. If your account balance falls below £2,000, you will receive a nominal rate of interest.
- 20.3 The maximum deposit permitted is £1,000,000.
- 20.4 You may not have your wage or salary paid directly into your account.
- 20.5 Standing Order and Direct Debit payments are not permitted on your account.

- 20.6 Arranged overdrafts are not available on your account.
- 20.7 Cheque books are not available on your account.
- 20.8 If you cancel your account fee to any Royalties account, then we reserve the right to close your Royalties Saver account(s) and transfer any balance(s) to an Instant Access Savings account(s) (or equivalent).

21 ROYALTIES PRIVATE SAVER

- 21.1 Royalties Private Saver accounts are available only to individuals (except those acting as trustees) who subscribe to a Royalties Private or Black Account.
- 21.2 When you open your account, you must deposit at least £10,000 into the account. If your account balance falls below £10,000, you will receive a nominal rate of interest.
- 21.3 You may not have your wage or salary paid directly into your account.
- 21.4 Standing Order and Direct Debit payments are not permitted on your account.
- 21.5 Arranged overdrafts are not available on your account.
- 21.6 Cheque books are not available on your account.
- 21.7 If you cancel your account fee to any Royalties Private or Black Account and do not change your account fee to another Black Account, then we reserve the right to close your Royalties Private Saver account and transfer the balance to an Instant Access Savings account (or equivalent).
- 21.8 From time to time we may make a special offer of an additional bonus. We reserve the right not to make such offers at other times.
- 21.9 No bonus interest is payable in any calendar month in which a withdrawal is made.
- 21.10 Should you close an account during a monthly bonus period you will not receive any monthly bonus interest for that period.

22 SAVINGS ACCELERATOR SAVINGS ACCOUNT

- 22.1 Savings Accelerator Savings Accounts are not available to new customers. Existing account holders must be individuals aged 18 or over.
- 22.2 You may only open a Savings Accelerator Savings Account if you hold or have applied for a Royal Bank of Scotland Savings Accelerator Credit Card.
- 22.3 You may only open your account through our branch or telephone service.
- 22.4 When you open your account, you must either deposit at least £1 into the account or arrange for a monthly Standing Order of at least £20 to be paid into the account.
- 22.5 After you open your account, the balance must not exceed £1 million.
- 22.6 You may not have your wage or salary paid directly into your account.
- 22.7 Standing Order and Direct Debit payments are not permitted on your account.
- 22.8 Arranged overdrafts are not available on your account.

23 DIRECT SAVER PLUS ACCOUNT

- 23.1 Direct Saver Plus Accounts are available only to individuals aged 18 years or over who are resident in the UK. You may hold the account in your sole name or jointly with a maximum of one other individual.
- 23.2 The account is only available from our website, www.rbs.co.uk or via our telephone banking service (0808 100 9510). It is not available through our branch network. Operations on your account can only be carried out through our telephone and online banking services.
- 23.3 You may obtain any leaflets or other documents referred to in these Conditions or make general enquiries by writing to:
The Royal Bank of Scotland E-MTA & Savings, 5th Floor,
George House, 36 North Hanover Street, Glasgow G2 4WY.
However, your account cannot be operated by writing to that address. You may not obtain leaflets or any other documents from our branches.
- 23.4 Our Remote Banking Conditions as set out in our Personal and Private Banking – Terms and Conditions apply to your account.
- 23.5 When you open your account, you must deposit at least £1 into the account by cheque or electronic transfer.
- 23.6 If you pay some or all of your initial deposit by cheque, it must be made out in sterling, drawn on an account held with a UK bank branch, payable to us or you and drawn on an account to which you are a party.
- 23.7 If you are an online banking or telephone banking customer you may pay some or all of your initial deposit by electronic transfer.
The initial deposit must be made in sterling from an account held with us in your name or be made from an account to which you are a party.

- 23.8 If your name(s), address(es), telephone number(s) or email address(es) change, you must tell us by writing to the address set out in Account Specific Condition 23.3.
- 23.9 After you open your account, the balance must not exceed £1 million.
- 23.10 After you open your account, you may make further deposits by:
- (a) Standing Order; or
 - (b) electronic transfer from an account to which you are a party.
- 23.11 You can only withdraw money from your account by:
- (a) a direct payment to any other UK bank account; or
 - (b) an electronic transfer to any account you hold with us either in your sole name or jointly.
- 23.12 A conditional bonus is payable for any month in which no withdrawals are made. Conditional bonus rates are set out in our leaflet *Savings Interest Rates*. If you make a withdrawal on your account no conditional bonus will be payable on the balance for the calendar month in which the withdrawal is made. Interest will instead be payable at the rate excluding conditional bonus as set out in our leaflet *Savings Interest Rates*. If you close your account interest and any conditional bonus due will be payable up to the date of closure.
- 23.13 If your account balance falls below £5,000, you will be paid interest at the rate excluding conditional bonus as set out in our leaflet *Savings Interest Rates*.
- 23.14 You may not have your wage or salary paid directly into your account.
- 23.15 Standing Orders and Direct Debit payments are not permitted on your account.
- 23.16 Arranged overdrafts are not available on your account.
- 23.17 Cheque books are not available on your account.
- 23.18 You may close your account (or cancel it within the period mentioned in General Condition 2.2.1) by writing to us at the address set out in Account Specific Condition 23.3.
- 23.19 When your account is closed, any remaining balance will be automatically transferred to another account held with us in your name. If no other such account is available, then it will be paid to you by cheque.

24 INSTANT SAVER ACCOUNT

- 24.1 Instant Saver Accounts are only available to individuals aged 16 years or over, including personal trustees.
- 24.2 Interest will be paid into your Instant Saver Account annually or another account held by you at your branch.
- 24.3 Your balance must not exceed £1 million.
- 24.4 You may not have your wage or salary paid directly into your account.
- 24.5 Standing Order and Direct Debit payments are not permitted on your account.
- 24.6 Arranged overdrafts are not available on your account.
- 24.7 Cheque books are not available on your account.

25 ROUTE 15 ACCOUNT

- 25.1 You should review the Conditions that apply to your account with a parent or guardian.
- 25.2 Route 15 Accounts are not available to new customers. Existing account holders must be individuals aged 11 years to 15 years.
- 25.3 When you open your account, you must deposit at least £1 into the account.
- 25.4 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can obtain this information from our branches or by looking on our website www.rbs.co.uk.
- 25.5 You can take out up to £50 per day from cash machines. If you want to take out any more, you can do this at any of our branches.
- 25.6 Standing Order and Direct Debit payments are not permitted on your account.
- 25.7 Arranged overdrafts are not available on your account. If your account becomes overdrawn we may inform your parent or guardian.
- 25.8 Cheque books are not available on your account.
- 25.9 When you reach age 16 we will ask you what you want to happen to your account. If you do not reply within the period of time (of not less than 30 days) stated when we contact you, we will transfer the money in your account to an Instant Access Savings Account and close your Route 15

Account. When we contact you personally we will also provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*.

25.10 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

26 R21 ACCOUNT

26.1 R21 Accounts are not available to new customers. Existing account holders must be individuals aged 16 years to 21 years.

26.2 You may apply for the additional benefits specified in Benefits Guide – Making the most of R21. We may alter any of these benefits provided that we give you at least 30 days' prior notice.

26.3 When you reach age 22, we may change your R21 Account to a Current Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal Banking – Charges and Rates of Interest*.

26.4 If your R21 Account is closed, the R21 benefits will no longer be available to you.

26.5 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

27 PERSONAL CURRENT ACCOUNT

27.1 Personal Current Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over.

27.2 Information relating to the arranged overdraft rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Personal Banking – Charges and Rates of Interest*, (except for unarranged overdraft and returned item charges which the leaflet does contain) but you can obtain this information from our branches, by calling 0800 121 129 or by looking on our website www.rbs.co.uk.

27.3 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

28 GOLD CHEQUE ACCOUNT

28.1 Gold Cheque Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over.

28.2 Information relating to the arranged overdraft rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Personal Banking – Charges and Rates of Interest*, (except for unarranged overdraft and returned item charges which the leaflet does contain) but you can obtain this information from our branches, by calling 0800 121 127 or by looking on our website www.rbs.co.uk.

28.3 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

29 ROYALTIES PREMIER ACCOUNT

29.1 Royalties Premier Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over.

29.2 Provided you meet any eligibility requirement, you may apply for the additional benefits specified in the Royalties Premier Service Guide. We may alter any of these benefits provided that we give you at least 28 days' prior notice.

29.3 If your Royalties Premier Account is closed, the Royalties Premier benefits will no longer be available to you.

29.4 If you apply for a full time Higher Education course through the Universities and Colleges Admissions Service, Account Specific Conditions 7.3 to 7.8 will apply.

30 GOLD DEPOSIT ACCOUNT

30.1 Gold Deposit Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over, and may be trustees.

30.2 After you open your account, the balance may fall below £50 but it must not exceed £1 million.

30.3 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can

obtain this information from our branches, by calling 0808 100 9510 or by looking on our website www.rbs.co.uk.

- 30.4 You may not have your wage or salary paid directly into your account.
- 30.5 Arranged overdrafts are not available on your account.
- 30.6 Cheque books are not available on your account.
- 30.7 Standing Order and Direct Debit payments are not permitted on your account.

31 PRIMARY SAVINGS ACCOUNT

- 31.1 Primary Savings Accounts are not available to new customers. Existing account holders must be individuals aged 16 or over.
- 31.2 Interest will be calculated daily and paid to your account monthly on the last business day of the month. Further information relating to the calculation and payment of interest for your account does not appear in *Personal Banking – Charges and Rates of Interest* but you can obtain this information from our branches, by calling 0808 100 9510.
- 31.3 You may not have your wage or salary paid directly to your account.
- 31.4 Standing Order and Direct Debit payments are not permitted on your account.
- 31.5 Arranged overdrafts are not available on your account.
- 31.6 Cheque books are not available on your account.

NON-PAYMENT ACCOUNTS

32 INSTANT ACCESS ISA

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 32.1 Instant Access ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 32.2 Joint accounts are not permitted.
- 32.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 32.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 32.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for your account again.
- 32.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 32.7 The current subscription limits are detailed in your account opening form.
- 32.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 32.9 You may not have your wage or salary paid directly into your account.
- 32.10 Standing Order and Direct Debit payments are not permitted on your account.
- 32.11 Arranged overdrafts are not available on your account.
- 32.12 Cheque books are not available on your account.
- 32.13 Statements will be provided annually during April.
- 32.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 32.15 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 32.16 If you request to close an ISA account held with us and transfer the balance to a new ISA account held with us, any accrued interest will not be paid upon closure but will be paid on the next interest payment date under the new ISA account.
- 32.17 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.

- 32.18 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

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CASH ISA PLUS

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 33.1 Instant Access ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 33.2 Joint accounts are not permitted.
- 33.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 33.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 33.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for your account again.
- 33.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 33.7 The current subscription limits are detailed in your account opening form.
- 33.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 33.9 You may not have your wage or salary paid directly into your account.
- 33.10 Standing Order and Direct Debit payments are not permitted on your account.
- 33.11 Arranged overdrafts are not available on your account.
- 33.12 Cheque books are not available on your account.
- 33.13 Statements will be provided annually during April.
- 33.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 33.15 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 33.16 If you request to close an ISA account held with us and transfer the balance to a new ISA account held with us, any accrued interest will not be paid upon closure but will be paid on the next interest payment date under the new ISA account.
- 33.17 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 33.18 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
- 33.19 Balance transfers from existing ISA accounts are not permitted.

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BONUS 30 ACCOUNT

- 34.1 Bonus 30 Accounts are available only to individuals aged 16 years or over, including trustees.
- 34.2 When you open your account, you must deposit at least £50 into the account or arrange for a monthly standing order of at least £20 to be paid into the account.
- 34.3 After you open your account, the balance may fall below £50 but it must not exceed £1 million.
- 34.4 You may make withdrawals or close your account without loss of interest if:
- (a) you give us 30 days' prior written notice of the amount you wish to withdraw or the closure of your account; and
 - (b) you make the withdrawal or close your account within the branch where your account is held; and
 - (c) you make the withdrawal or close your account within 14 days of the end of that 30 day period.

- 34.5 If, you are unable to give us the notice set out in Account Specific Condition 34.4(a), or you do not make the withdrawal or close your account within the period mentioned in Account Specific Condition 34.4(c), you may still make the withdrawal or close your account at the branch where your account is held. If you do so, you will lose 30 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal (excluding any bonus). If the amount of the lost interest is more than the value of the accrued interest on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 34.6 For withdrawals at branches other than the branch where your account is held, you will lose 30 days' interest on the sum withdrawn. Interest lost will be calculated at the interest rate applicable to your account immediately before the withdrawal (excluding any bonus). If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 34.7 We will pay bonus interest to your account or another account at the same branch at the end of March for any annual period in which you do not make more than four withdrawals. Awards of bonus interest will be calculated and paid in the manner and at the rates set out in our leaflet *Savings Interest Rates*.
- 34.8 If you open your account during an annual bonus period, any bonus interest earned during the remainder of that annual bonus period will be paid on a pro rata basis.
- 34.9 If you close your account during an annual bonus period, you will not receive any bonus interest for that annual bonus period.
- 34.10 You may not have your wage or salary paid directly into your account.
- 34.11 Standing Order and Direct Debit payments are not permitted on your account.
- 34.12 Arranged overdrafts are not available on your account.
- 34.13 Cheque books are not available on your account.

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FIXED RATE BOND

- 35.1 Fixed Rate Bonds are available only to individuals aged 18 years or over. The number of Fixed Rate Bonds permitted per customer per issue will be set out in the information sheet for that issue (the 'Information Sheet').
- 35.2 The minimum and maximum permitted deposit will vary according to the specific issue and will be set out in the Information Sheet.
- 35.3 All applications received after 3.30pm will be dealt with on the following business day and we may refuse to accept your deposit.
- 35.4 You must nominate and maintain for the duration of your bond a Royal Bank of Scotland current account or savings account with instant access (other than an ISA) at a branch in the UK. You must tell us that you will be using this account for that purpose. Your initial deposit into your bond must be made by a transfer of cleared funds from your nominated account.
- 35.5 The duration of your bond will vary according to the specific bond issue. It will be set out in the Information Sheet.
- 35.6 You may not add to your initial deposit during the term of your bond.
- 35.7 Interest is calculated and paid in the manner and at the rates set out in the Information Sheet.
- 35.8 If you ask us to pay interest monthly, we will pay it into your nominated account on the last business day of the month. On the last day within the term of your bond, your initial deposit plus any outstanding interest will be paid into your nominated account.
- 35.9 If you ask us to pay interest annually, we will pay it into your nominated account on the last business day of April. On the last day within the term of your bond, your initial deposit plus any outstanding interest will be paid into your nominated account.
- 35.10 The account into which your balance will be paid will be the same as the account you have chosen for interest payments.
- 35.11 Partial withdrawals from your bond are not permitted.
- 35.12 Each bond issue has a specified maturity date which is set out in the Information Sheet. We will contact you personally to confirm where your bond balance will be paid on maturity and to provide details of alternative savings options.
- 35.13 You may only close your bond on or after a specified date. If you close your bond before the date specified in the Information Sheet, we will charge you an early redemption fee as detailed in the Information Sheet.

- 35.14 If your bond is a joint bond and one of you dies, then it can be closed without loss of interest for early closure or continued until maturity in the survivor's name. If it is a sole bond and you die, or a joint bond and the sole surviving bondholder dies, then we will give the deceased's executors the option to close the bond without loss of interest for early closure or continue the bond until maturity in the deceased's name. If we do not receive a response from the deceased's executors, the bond will be continued until maturity. Where a sole bondholder or sole surviving bondholder dies and the nominated account was a joint account, we may change the nominated account to a savings account in the deceased's name and we will inform the deceased's executors if we make such a change.
- 35.15 We reserve the right to withdraw any issue without notice and decline to accept any further Fixed Rate Bond applications.

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FIXED RATE ISA

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 36.1 The Fixed Rate ISA account is available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the Fixed Rate ISA account under the ISA Regulations.
- 36.2 Joint Fixed Rate ISA accounts are not permitted.
- 36.3 The Fixed Rate ISA account is available to you only if you have not subscribed to another cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the Fixed Rate ISA account.
- 36.4 The balance of your Fixed Rate ISA account must remain in your beneficial ownership at all times. You must retain all the rights to your Fixed Rate ISA account at all times and may not transfer any rights.
- 36.5 If you cease to be resident in the UK, or otherwise cease to qualify for your Fixed Rate ISA account under the ISA Regulations, you will retain the benefits of your Fixed Rate ISA account up to that date.
- 36.6 The maximum amount that can be paid into your Fixed Rate ISA account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit and you have provided an alternative bank account with instant access, any excess money will be deposited into that account. If the amount paid in exceeds the subscription limit and you have not provided an alternative bank account with instant access, any excess money will be returned to you.
- 36.7 The ISA subscription limits for the current tax year are detailed in the Information Sheet for that Fixed Rate ISA account issue ("Information Sheet").
- 36.8 The minimum and maximum permitted deposits for your Fixed Rate ISA account are set out in the Information Sheet.
- 36.9 Balance transfers from existing ISA accounts are permitted but instructions must be received by us by the dates detailed in the Information Sheet.
- 36.10 Except where we receive an external ISA transfer request by the last date for receipt by us of external ISA transfer requests as detailed in the Information Sheet, additional deposits are not allowed into your Fixed Rate ISA account after the dates detailed in the Information Sheet.
- 36.11 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 36.12 If at the start date your balance is less than the required minimum deposit as set out in the Information Sheet and an external ISA transfer request is received by the last date for receipt by us of external ISA transfer requests (also set out in the Information Sheet), we will grant an additional 30 days from the start date to allow the external transfer to be completed. If the external transfer funds are not received within 30 days from the start date, the Fixed Rate ISA account will automatically convert to an Instant Access ISA.
- 36.13 The duration of your Fixed Rate ISA account will vary according to the specific ISA issue. The term of your Fixed Rate ISA account and the maturity date are set out in the Information Sheet.

- 36.14 You may not have your wage or salary paid directly into your Fixed Rate ISA account.
- 36.15 Standing Order and Direct Debit payments are not permitted on your Fixed Rate ISA account.
- 36.16 Arranged overdrafts are not available on your Fixed Rate ISA account.
- 36.17 Cheque books are not available on your Fixed Rate ISA account.
- 36.18 Statements will be provided annually during April.
- 36.19 Each Fixed Rate ISA account has a specified maturity date which is set out in the Information Sheet. On the maturity date, or if the maturity date is not a business day, the next business day following the maturity date, your Fixed Rate ISA account will automatically convert to an Instant Access ISA. At least 14 days before the maturity date we will contact you to confirm the maturity date of your Fixed Rate ISA account and to outline your maturity options.
- 36.20 Interest is calculated and paid in the manner and at the rates set out in the Information Sheet.
- 36.21 Where interest is paid monthly:
- (a) you must nominate and maintain for the duration of your Fixed Rate ISA account an RBS current account or savings account with instant access (other than an ISA or Direct Saver account) at the same UK branch as the Fixed Rate ISA account to receive the monthly interest payments;
 - (b) the gross interest will be paid into the nominated account on the last business day of each month; and
 - (c) the nominated account will not be covered by the ISA Regulations and so any interest earned on the funds in the nominated account will be subject to tax.
- 36.22 Where interest is paid annually, the interest will be paid to your Fixed Rate ISA account on the last business day in March. In the case of a Fixed Rate ISA account with a one year term, or for the last year where the term is more than one year, interest will be paid on the maturity payment date set out in the Information Sheet. If this date is not a business day, the interest will be paid on the next business day.
- 36.23 If you request to close an ISA account held with us and transfer the balance to a new ISA account held with us, any accrued interest will not be paid upon closure but will be paid on the next interest payment date under the new ISA account.
- 36.24 Partial withdrawals or partial transfers from your Fixed Rate ISA account are not permitted. If you require access to money in your Fixed Rate ISA account before the maturity date, the Fixed Rate ISA account will be closed and any money not withdrawn or transferred will be deposited into an Instant Access ISA. The appropriate interest charge will apply in accordance with Account Specific Condition 36.25.
- 36.25 Subject to General Condition 2, if you transfer your Fixed Rate ISA account to another ISA, or close your Fixed Rate ISA account before the maturity date, we will charge you an appropriate number of days interest, calculated on the rate at which interest is paid as set out in the Information Sheet.
- 36.26 If the amount of the interest charged as detailed in the Information Sheet is more than the interest which has accrued at the date of closure, we will deduct the rest from your Fixed Rate ISA account balance. This would mean the amount will be taken from the capital sum invested. In this situation the closing payment would be less than the amount of money you originally invested in the Fixed Rate ISA account.
- 36.27 If you instruct us to transfer your Fixed Rate ISA account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 36.28 If you die, the Fixed Rate ISA will be closed once probate, letters of administration or confirmation has been granted. The capital value of the Fixed Rate ISA and the accrued gross interest is payable to your executors without loss of interest for early closure. The interest earned on the Fixed Rate ISA account up to the date of death will be exempt from tax. Any interest earned on the Fixed Rate ISA account afterwards will not be exempt from tax.
- 36.29 We reserve the right to withdraw any issue without notice and decline to accept any further Fixed Rate ISA applications or deposits.

- 36.30 We will tell you if we become aware that your Fixed Rate ISA account is or will become no longer exempt from tax under the ISA Regulations.
- 36.31 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

37 CASH ISA – TESSA FUNDS

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 37.1 Cash ISA – TESSA Funds are not available to new customers.
- 37.2 Joint accounts are not permitted.
- 37.3 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 37.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 37.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date.
- 37.6 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can obtain this information from our branches, by calling 0808 100 9510 or by looking on our website www.rbs.co.uk.
- 37.7 Standing Order and Direct Debit payments are not permitted on your account.
- 37.8 Arranged overdrafts are not available on your account.
- 37.9 Cheque books are not available on your account.
- 37.10 Statements will be provided annually during April.
- 37.11 If you die, the interest earned on your account up to the date of death will be exempt from tax. Any interest earned on your account thereafter will not be exempt from tax.
- 37.12 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 37.13 If you request to close an ISA account held with us and transfer the balance to a new ISA account held with us, any accrued interest will not be paid upon closure but will be paid on the next interest payment date under the new ISA account.
- 37.14 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 37.15 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

38 REGULAR SAVER ACCOUNT

- 38.1 Regular Saver Accounts are only available to individuals who are aged 16 years or over including personal trustees.
- 38.2 You can only have one Regular Saver Account with us which can be held in your sole name or held jointly with someone else.
- 38.3 The term of your Regular Saver Account commences on the date of account opening, runs for a full 12 month period from the start of the following month, and ends on the last business day of the 12th month in that 12 month period (the "Term"). For example, if you open your account on 1 September 2009, the 12 month period starts on 1 October 2009 and ends on 30 September 2010. If you open your account on 12 September 2009, the 12 month period starts on 1 October 2009 and ends on 30 September 2010.
- 38.4 If you apply to open your Regular Saver Account on a business day, your account will open on that day and the Term will start on that day.
- 38.5 If you apply to open your Regular Saver Account on a non-business day, your account will open on the next available business day.

- 38.6 You are required to make 12 consecutive monthly deposits between £25 – £250 throughout the Term which will attract the standard rate of interest. Any additional deposits will attract interest at a nominal rate. A "deposit" means a sum of money up to a maximum of £250 and may comprise of one or more credits to your account.
- 38.7 The standard rate of interest is a fixed rate.
- 38.8 Interest will be paid on the first business day after the end of the Term into your Instant Saver Account.
- 38.9 You must make 12 consecutive monthly payments of at least £25 into your Regular Saver Account, on or before the last business day of each month. The first payment (of at least £25) must be made by the last business day of the month in which you open your account. If you fail to do so, Account Specific Condition 38.11 will apply.
- 38.10 Withdrawals are not permitted. If you make a withdrawal, Account Specific Condition 38.11 will apply.
- 38.11 If you fail to pay at least £25 into your Regular Saver Account in any month or if you make a withdrawal in any month:
- (a) your Regular Saver Account will be converted to an Instant Saver Account; and
 - (b) we will pay you a nominal rate of interest on the balance of your Regular Saver Account from the date you open your account to the date that your account is converted, as set out in our leaflet *Savings Interest Rates*.
- 38.12 You must not pay more than £250 into your Regular Saver Account in any month.
- 38.13 If you pay more than £250 into your Regular Saver Account in a month, then you will receive interest on the excess at a nominal rate as set out in our leaflet *Savings Interest Rates*.
- 38.14 You may only close your Regular Saver Account at the end of the Term. If you close your Regular Saver Account early, we will pay you interest up to the date of closure at a nominal rate as set out in our leaflet *Savings Interest Rates*.
- 38.15 At the end of the Term, your Regular Saver Account will convert to an Instant Saver Account. Any payments into your Regular Saver Account will be transferred to your Instant Saver Account.
- 38.16 You may not have your wage or salary paid directly into your account.
- 38.17 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 38.18 Arranged overdrafts are not available on your account.
- 38.19 Cheque books are not available on your account.
- 38.20 If your Regular Saver Account is held jointly and one of you dies, your account will continue until maturity in the survivor's name. If it is a sole Regular Saver Account and you die, then the Regular Saver Account will be closed without loss of interest for early closure.

39

60 DAY ISA

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 39.1 60 Day ISAs are not available to new customers. Existing account holders must be individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 39.2 Joint accounts are not permitted.
- 39.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 39.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 39.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for the account again.

- 39.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 39.7 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 39.8 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can obtain this information from our branches, by calling 0808 100 9510 or by looking on our website www.rbs.co.uk.
- 39.9 You may make withdrawals or close your account without loss of interest if:
- you give us 60 days' prior written notice of any withdrawal or of the closure of your account; and
 - you make the withdrawal or close your account within 14 days after the end of that 60 day period.
- 39.10 If you are not able to give us the notice set out in Account Specific Condition 39.9(a), or you do not make the withdrawal or close your account within the period mentioned in Account Specific Condition 39.9(b), you may still make the withdrawal or close your account, but you will lose 60 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account at the date of withdrawal, we will deduct the rest from your account balance.
- 39.11 You may not have your wage or salary paid directly into your account.
- 39.12 Standing Order and Direct Debit payments are not permitted on your account.
- 39.13 Arranged overdrafts are not available on your account.
- 39.14 Cheque books are not available on your account.
- 39.15 Statements will be provided annually during April.
- 39.16 If you die, any interest earned up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 39.17 If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.
- 39.18 If you request to close an ISA account held with us and transfer the balance to a new ISA account held with us, any accrued interest will not be paid upon closure but will be paid on the next interest payment date under the new ISA account.
- 39.19 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 39.20 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

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30 DAY SAVINGS ACCOUNT AND 60 DAY SAVINGS ACCOUNT

- 40.1 30 Day Savings Accounts and 60 Day Savings Accounts are not available to new customers. Existing account holders must be individuals aged 16 years or over and may be trustees.
- 40.2 After you open your account, the balance may fall below £50 but it must not exceed £1 million.
- 40.3 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Personal Banking – Charges and Rates of Interest or Savings Interest Rates*, but you can obtain this information from our branches, by calling 0808 100 9510 or by looking on our website www.rbs.co.uk.
- 40.4 If you have a 30 Day Savings Account, you may without giving us prior notice and without loss of interest:
- make one withdrawal at the branch where your account is held in the first six months of each year (January to June); and
 - make one withdrawal at the branch where your account is held in the second six months of each year (July to December).

- 40.5 You may make withdrawals (in addition to those permitted under Account Specific Condition 40.4 for 30 Day Savings Accounts) or close your account without loss of interest if:
- (a) you give us:
 - (i) 30 days' (if you have a 30 Day Savings Account); or
 - (ii) 60 days' (if you have a 60 Day Savings Account), prior written notice of any withdrawal or of the closure of your account; and
 - (b) you make the withdrawals or close your account at the branch where your account is held; and
 - (c) you make the withdrawal or close your account within 14 days of the end of that 30 day period (if you have a 30 Day Savings Account) or 60 day period (if you have a 60 Day Savings Account).
- 40.6 If you are not able to give us the notice in Account Specific Condition 40.5(a), or you do not make the withdrawal or close your account within the period mentioned in Account Specific Condition 40.5(c), you may still make the withdrawal or close your account at the branch where your account is held, but if you have a 30 Day Savings Account you will lose 30 days' interest on the sum withdrawn and if you have a 60 Day Savings Account you will lose 60 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 40.7 For all withdrawals at branches other than the branch where your account is held, if you have a 30 Day Savings Account you will lose 30 days' interest on the sum withdrawn and if you have a 60 Day Savings Account you will lose 60 days' interest on the sum withdrawn, such interest to be calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance. If you have a 30 Day Savings Account, you may only withdraw up to £300 per day at a branch other than the branch where your account is held.
- 40.8 We may require you to produce your 30 Day Savings Account card before we allow you to withdraw money from your 30 Day Savings Account or your 60 Day Savings Account card before we allow you to withdraw money from your 60 Day Savings Account.
- 40.9 You may not have your wage or salary paid directly into your account.
- 40.10 Standing Order and Direct Debit payments are not permitted on your account.
- 40.11 Arranged overdrafts are not available on your account.
- 40.12 Cheque books are not available on your account.

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BONUS 90 MONTHLY ACCOUNT

- 41.1 Bonus 90 Monthly Accounts are not available to new customers. Existing customers must be individuals aged 16 years or over, and may be trustees.
- 41.2 After you open your account, the balance may fall below £50 but it must not exceed £1 million.
- 41.3 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can obtain this information from our branches, by calling 0808 100 9510 or by looking on our website www.rbs.co.uk.
- 41.4 You may make withdrawals or close your account without loss of interest if:
- (a) you give us 90 days' prior written notice of any withdrawal or of the closure of your account; and
 - (b) you make the withdrawals or close your account at the branch where your account is held; and
 - (c) you make the withdrawal or close your account within 14 days of the end of that 90 day period.

- 41.5 If you are not able to give us the notice set out in Account Specific Condition 41.4(a), or you do not make the withdrawal or close your account within the period mentioned in Condition 41.4(c), you may still make the withdrawal or close your account at the branch where your account is held, but you will lose 90 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal (excluding any bonus). If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 41.6 For withdrawals at branches other than the branch where your account is held, you will lose 90 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal (excluding any bonus). If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 41.7 We will pay bonus interest to your account or another account at the same branch. Information relating to the rates, calculation and payment of annual bonus interest does not appear in *Savings Interest Rates or Personal Banking – Charges and Rates of Interest*, but you can obtain this information from our branches, by calling 0800 121 129 or by looking on our website www.rbs.co.uk.
- 41.8 If you open your account during an annual bonus period, any bonus interest earned during the remainder of that annual bonus period will be paid on a pro rata basis.
- 41.9 If you close your account during an annual bonus period, you will not receive any bonus interest for that annual bonus period.
- 41.10 You may not have your wage or salary paid directly into your account.
- 41.11 Standing Order and Direct Debit payments are not permitted on your account.
- 41.12 Arranged overdrafts are not available on your account.
- 41.13 Cheque books are not available on your account.

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account (which include these Conditions). 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.

Personal Banking

Charges and Rates of Interest

We're committed to helping you get the most out of your account – which includes making you aware of the charges and rates of interest that apply to your account.

It is important that you read and retain this leaflet which forms an integral part of the documents and brochures in the following list that apply to your account:

- *the account opening form or the conversion form for your account*
- *Personal and Private Banking – Terms and Conditions*
- *Current Accounts – Banking that gives you more for your money*
- *Key Account – For your everyday banking*
- *How to make the most of your account*
- *Royalties Premier*, Royalties Gold, Royalties, Student Royalties and Graduate Royalties Service Guides*
- *R21 Account** benefits guide*

*Royalties Premier is not available to new customers.

**R21 is not available to new customers.

All charges and rates shown are correct as at 1 February 2011 and may change.

To find out more about our current interest rates and charges, you can:

- phone our helpline – **0800 121 129**
- use our Minicom service – **0800 404 6160**
- look on our website – **www.rbs.co.uk**
- ask any of our branch staff

This leaflet tells you about:

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1. Plain Speaking – glossary

Below, we explain some common terms used in this leaflet, in plain English.

Annual Equivalent Rate (AER)

This is a notional rate used for interest bearing accounts, which illustrates the interest rate if paid and compounded each year. It helps you to compare the effective rates of credit interest on different accounts.

Effective Annual Rate of Interest (EAR)

This is the real annual cost of an overdraft, stated as an annual rate, which takes into account how often interest is charged to the account. All other charges, such as arrangement fees, must be shown separately from the EAR.

Gross Rate

This means the interest rate you are paid before the deduction of income tax.

Net Rate

This means the interest rate you are paid after the deduction of income tax. See section 10 for more information on the deduction of income tax from interest paid to you.

Nominal Rate

The rate charged excluding compounding of interest and other charges associated with a borrowing, e.g. arrangement and security fees.

p.a.

per annum (per year).

This leaflet is also available in Braille, large print and on audio cassette. Please ask at any branch for a copy of the leaflet entitled *The Disability Discrimination Act – ‘How we make our services accessible to everyone’*.

2. The price for your banking services

The charges and rates of interest set out in this leaflet include:

- the monthly account fees we charge for Royalties, Royalties Gold and Royalties Premier* (section 4);
- the interest rates we may pay you when your account is in credit (section 5);
- the interest rates we charge you when your account is overdrawn (section 6); and
- our unarranged overdraft and returned item charges (section 7).

These charges and rates of interest work together as the main elements of the pricing structure we use for our current accounts. The way we charge puts you in control of what you pay.

As long as you stay in credit, you can enjoy the services listed in section 3 of this leaflet without any separate charge being made. This is possible because our pricing structure enables us to charge for the provision of the account through the fees, charges and interest set out in sections 4, 6 and 7, and through setting the interest rates shown in section 5 at a level which allows us to benefit from the use we make of any credit balance in the account.

*Royalties Premier is not available to new customers.

3. Services you can receive without separate charge

As long as you stay in credit, you can receive the following services without any separate charge being made:

- payments by debit card in the UK, cheque, Direct Debit or Standing Order;
- transactions using your debit card or ATM card in The Royal Bank of Scotland or NatWest cash machines, or almost all other UK cash machines. There are some cash machines in the UK and abroad where the owner of the machine may charge a fee. You will be advised on the screen about any charges before you withdraw cash. You can then stop the transaction if you do not want to be charged;
- account statements (but a charge is made for copies);
- cheque books, paying-in books and statement holders;
- telephone and online banking – apart from the cost of the phone call and any charges your Internet Service Provider may charge you for accessing the service;
- use of our counter services. There may be additional fees if we have to make special arrangements or provide specialist services.

4. Royalties account fees

The following monthly account fees are payable if you are a Royalties, Royalties Gold or Royalties Premier* customer. Membership includes access to all the benefits listed in the appropriate brochures and user guides. These also contain details of other fees and services.

Royalties

£6.95 per month will be payable from your Royalties Account.

Royalties Gold

£12.95 per month will be payable from your Royalties Gold Account.

Royalties Premier*

£15 per month will be payable from your Royalties Premier Account*.

Application of account fees

The monthly account fees will be applied 16 days after the end of the charging period (or on the next business day if this is a Saturday, Sunday or Bank Holiday) and will appear on your account statement as 'CHG'. The charging period normally ends on the date that we send your statement to you.

*Royalties Premier is not available to new customers.

5. Interest we pay you

The annual rates of interest paid on credit balances are as follows:

1. R21 Account* and Revolve Account

Type of account	Gross Rate %	AER %	Net Rate %
R21 Account	0.80	0.80	0.64
Revolve Account	0.55	0.55	0.44

2. Royalties Premier*, Royalties Gold, Royalties, Current Account, Student Royalties, Graduate Royalties, Key Account and Cash Account

These accounts do not pay interest on credit balances.

*These accounts are not available to new customers.

Calculation and application of Interest

Interest is calculated on a daily basis and paid into your account once a month, usually the day after we issue your statement to you.

Changes to Interest Rates

From time to time we may alter the interest rates set out in this leaflet. When we alter our interest rates, we will either notify you personally or, in certain cases, we may notify you by press advertisements within three of the following daily national newspapers:

The Times

The Independent

The Daily Telegraph

Daily Express

The Scotsman

Daily Record

The Financial Times

The Guardian

Daily Mail

The Herald

The Press & Journal

If we notify you by press advertisements, we will also advertise the changes on our website www.rbs.co.uk and, where the alteration applies to branch based accounts, by branch notices.

For more information on when we may change interest rates in this way, please see General Condition 11 (Changes to interest rates and exchange rates) in our leaflet *Personal and Private Banking – Terms and Conditions*.

6. Interest due on arranged overdrafts

1. Royalties Premier*, Royalties Gold, Royalties, Current Account and R21 Account*

If you have arranged an overdraft facility with us in advance and you use this facility within the thresholds shown below, you will not pay any interest. If the amount you overdraw under an arranged overdraft facility exceeds these thresholds, you will pay interest at the rates shown in the tables below on the overdrawn balance – please note that this includes the part of the balance which is within any interest-free threshold that applies to your account. However, we will not charge interest on any part of the overdrawn balance which is an unarranged overdraft or represents fees, charges or costs of the kind described below under the heading *Sums which do not bear interest*.

Type of account	Interest-free thresholds
Royalties Premier*	£500
Royalties Gold	£250
Royalties, Current Account, R21 Account*	£100

*These accounts are not available to new customers.

Type of account	Nominal Monthly rate %	Nominal Annual rate %	EAR %
Royalties Premier* All Amounts	1.16	13.96	14.89
Royalties Gold All Amounts	1.48	17.73	19.24
Royalties All Amounts	1.49	17.94	19.49
Current Account All Amounts	1.52	18.28	19.89
R21 Account* All Amounts	1.25	14.93	16.00

Account switching service – interest-free overdraft

If your account is a Royalties, Royalties Gold or Current Account and you intend to take advantage of, or have taken advantage of, our switching service, then there will be an interest-free period on the overdraft. This means that, during the interest-free period you will not pay any interest on any amounts overdrawn on the account. The interest free period will start once we process your transfer of account instructions and will end six months after your account is opened.

The overdraft confirmation information we will issue to you after we have agreed to provide the overdraft will contain a Total Cost of Credit amount. Under the Consumer Credit Act we are required to provide you with details of the cost of credit covering a period of three months based on the whole overdraft facility being drawn in full over that period.

When we calculate the Total Cost of Credit, we will use the interest rate that applies to the overdraft at the time the facility is agreed. Please note that where we have not yet processed your transfer of account instructions when the overdraft is agreed, the rate used in the calculation will be the rate that will apply when the interest free period ends. The Total Cost of Credit amount is illustrative only and the actual cost will depend on your use of the overdraft, which will include the interest-free period you may enjoy.

2. Student Royalties

Your overdraft is available at a preferential rate. If at any time you cease to be a Student Royalties customer, for any reason, then the interest rate you pay on your overdraft will revert to the standard rate which applies to Current Account customers.

Student Royalties arranged overdrafts are interest-free and available subject to status.

To help you budget, we normally recommend limits as shown below. However, you can apply for £2,000 interest-free at any time but the overdraft you get will depend on your personal circumstances and the year you opened your Student Royalties account. If you request an arranged overdraft with a limit which exceeds the thresholds set out below, you will need to provide additional information to support your application.

All Student Royalties customers entering their second, third, fourth or fifth year of university will have the following thresholds applied:

Recommended Interest-Free Overdraft	
Year 2	£1,400
Year 3	£1,600
Year 4	£1,800
Year 5	£2,000

From 2010 all Student Royalties customers starting their first year of university will have the following thresholds applied:

Recommended Interest-Free Overdraft		
Year 1	Term 1	£500
	Term 2	£750
	Term 3	£1,000
Year 2		£1,250
Year 3		£1,500
Year 4		£1,750
Year 5		£2,000

In order to be eligible to apply for your interest free overdraft on your student account, your Student Royalties account must be your main bank account. This means that the account should be used for the purpose of ordinary banking transactions, with at least 1 credit transaction on your account every 3 months and at least 3 debit transactions per month during term time (which can include debit card transactions (point of sale), ATM transactions, direct debits and standing orders).

3. Graduate Royalties

Your overdraft is available at a preferential rate. If at any time you cease to be a Graduate Royalties customer, for any reason, then the interest rate you pay on your overdraft will revert to the standard rate which applies to your new account.

Graduate Royalties arranged overdrafts are interest free if the overdraft limit does not exceed the thresholds set out below. If an overdraft is arranged with a limit which exceeds those thresholds, you will pay interest on the amount of the overdrawn balance that exceeds the relevant threshold at a rate of 0.79% per month, which is equivalent to **9.9% EAR**. However, we will not charge interest on any part of the overdrawn balance which is an unarranged overdraft or represents fees, charges or costs of the kind described below under the heading *Sums which do not bear interest*.

If you graduate before 1 January 2013 the following thresholds will apply:

Interest-free thresholds	Nominal Monthly rate %	Nominal Annual rate %	EAR %
Year 1 (£2,000)	0.00	0.00	0.00
Year 2 (£1,500)	0.00	0.00	0.00
Year 3 (£1,000)	0.00	0.00	0.00

If you graduate from 1 January 2013 onwards, the following thresholds will apply:

	Nominal Monthly rate %	Nominal Annual rate %	EAR %
Interest-free thresholds			
Year 1 (£2,000)	0.00	0.00	0.00
Year 2 (£1,000)	0.00	0.00	0.00

Calculation and application of interest

Interest on arranged overdrafts is calculated on a daily basis and charged monthly. The interest we charge in each charging period will be debited from your account 16 days after the end of that charging period (or on the next business day if this is a Saturday, Sunday or Bank Holiday). The charging period normally ends on the date that we issue your statement to you. If we are going to debit interest from your account, we will give you not less than 14 days’ notice of how much we are going to debit and when.

Sums which do not bear interest

We do not charge interest on unarranged overdrafts. Nor do we charge interest on any part of an arranged overdraft which represents:

- a Default Notice Fee or other sum (apart from interest) you must pay us in connection with a breach of your obligations under your agreement with us; or
- a Returned Item Fee or Unarranged Overdraft Fee (see section 7 for details of these charges).

Changes to Interest Rates

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

When we do this we will notify you personally not less than seven days before the change comes into effect, unless your arranged overdraft interest rate is linked to an internal reference rate (for example, set at a margin over our base rate).

For arranged overdraft interest rates that are linked to an internal reference rate, we may notify you as soon as possible by press advertisements within three of the following daily national newspapers:

- | | |
|---------------------|---------------------|
| The Times | The Financial Times |
| The Independent | The Guardian |
| The Daily Telegraph | Daily Mail |
| Daily Express | The Scotsman |
| Daily Record | The Herald |
| The Press & Journal | |

If we notify you by press advertisements, we will also advertise the changes on our website www.rbs.co.uk and, where the alteration applies to branch based accounts, by branch notices.

7. Arranged Overdrafts, Unarranged Overdrafts, Returned Items and Enforcement Charges

Personal Current Account*, **Gold Cheque***, **Royalties Premier***, **Royalties Gold**, **Royalties**, **Current Account**, **Student Royalties****, **Graduate Royalties****, **R21 Account***, **Key Account****

The charges shown in this section do not normally apply to the other accounts we offer to Personal Banking customers. However, we sometimes allow other accounts to be operated in a way which enables the customer to give instructions for a withdrawal or other payment which cannot be met from the funds in the account. If this happens, the charges listed below under the heading *Unarranged overdrafts and returned items – charges* will apply.

*These accounts are not available to new customers.

**Holders of these accounts will only pay the Returned Item Fee.

Arranged overdrafts – arrangement and renewal fees

Arranged overdrafts less than £15,000 – arrangement and renewal fee	Free
Arranged overdrafts of £15,000 or more – arrangement fee – annual renewal fee	2% of amount 1% of amount

Unarranged overdrafts and returned items – charges

If we are going to charge you an Unarranged Overdraft Fee and/or a Returned Item Fee, we will give you not less than 14 days' notice of how much we are going to charge you and when.

Unarranged Overdraft Fee

An Unarranged Overdraft Fee will be charged for each day on which there is an unarranged overdraft of greater than £6 on your account at close of business on that day.

Please note: we will only charge an Unarranged Overdraft Fee for a non-business day (i.e. a Saturday, Sunday or Bank Holiday) if there is an unarranged overdraft of greater than £6 owing on your account at close of business on the first following business day.

When charged

16 days after the end of the charging period (or the next business day if this is a Saturday, Sunday or Bank Holiday). The charging period normally ends on the date that we issue your statement to you.

Fee amount

£6 for each day for which an Unarranged Overdraft Fee is payable.

Returned Item Fee

A Returned Item Fee will be charged if:

- you informally request an unarranged overdraft by issuing instructions for a withdrawal or other payment; and
- the payment cannot be met from the funds in your account or any unused arranged overdraft facility; and
- we decide in our discretion not to make the payment.

When charged

16 days after the end of the charging period in which we decide not to make the payment (or the next business day if this is a Saturday, Sunday or Bank Holiday). The charging period normally ends on the date that we issue your statement to you.

Fee amount

£6 for each returned item (subject to a maximum of £60 in any charging period).

Making an informal request for an unarranged overdraft means you will normally have to pay a Returned Item Fee and/or an Unarranged Overdraft Fee. Please note that it is possible to incur both a Returned Item Fee and an Unarranged Overdraft Fee on your account on the same day or as a result of a single transaction (for example, where we take a Returned Item Fee from your account and this creates an unarranged overdraft of greater than £6 on your account).

Enforcement Charges

Enforcement

A Default Notice Fee will be payable if we need to serve a default notice on you (for example, if you fail to repay your overdraft on demand or we wish to enforce any security we hold). This is in addition to any other charges that may apply.

When charged

Within four days of the Default Notice being served.

Fee amount

£30 per notice

Changes to Charges

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.

Repayment of your overdraft

We can withdraw your overdraft from your account, or demand repayment of your overdraft, if we have a valid reason for doing so and we give you written notice. We will normally give you at least 30 days' prior notice, but our notice may take effect immediately in certain cases.

For more information on when we can withdraw or demand repayment of your overdraft in this way, please see General Condition 6.5.2 (Repayment and termination of your overdraft) in our leaflet *Personal and Private Banking – Terms and Conditions*.

8. Foreign transaction and Debit Card charges

Exchange Rate Transaction Fee

Any transaction in a foreign currency is converted into sterling at our prevailing exchange rate and a transaction fee of 2.75% is subsequently applied for debit card transactions. This fee is known as the Exchange Rate Transaction Fee (ERTF).

Debit Card Charges (foreign currency or sterling)

Transaction type	Charges
Transactions in the UK	
Cash withdrawals in sterling: <ul style="list-style-type: none"> at a UK cash machine (ATM) in any UK Royal Bank of Scotland branch at any Royal Bank of Scotland branch on the Channel Islands, Isle of Man or Gibraltar using your Visa Debit card in any other bank, travel agent, bureau de change or other outlet displaying the Visa logo 	No charge* No charge 1.5% (minimum £2, maximum £4.50) 1.5% (minimum £2, maximum £4.50)
Purchase of foreign currency or travellers' cheques using a Visa Debit card**: <ul style="list-style-type: none"> in any Royal Bank of Scotland branch in any other bank, travel agent, bureau de change or other outlet displaying the Visa logo 	No charge 1.5% (minimum £2, maximum £4.50)
Foreign currency withdrawal from cash machines	2% (minimum £2, maximum £5)
Transactions abroad	
Cash withdrawals	2% (minimum £2, maximum £5)
Purchase of currency or travellers' cheques using a Visa Debit card	2% (minimum £2, maximum £5)
Point of sale transactions	£1.25 per transaction

Where a charge in the table above is stated as a percentage, this is a percentage of the sterling transaction amount.

*We will not charge you for using your card at an ATM in the UK but other companies may charge a fee. You will be advised on screen about any charges before you withdraw cash.

**Standard commission rates apply.

Transaction withdrawal limit

In most cases, you can withdraw funds up to your ATM daily withdrawal limit, provided there are sufficient funds in your account. Within Europe some cash dispenser networks have imposed a maximum value per transaction of €150 (equivalent to around £135). To withdraw more than this you will have to carry out more than one transaction.

There is a daily limit for cash withdrawals using a Visa Debit card in any other bank, travel agent, bureau de change or other outlet displaying the Visa logo. Details of the limit are available on request from your branch.

9. Additional Services and Travel Money

We don't believe in hidden charges. That's why we've put together this helpful guide to some of the most common additional services we provide.

Additional Services

Providing a balance or interest certificate	No charge
Cashing a cheque issued on us	No charge
Cashing a cheque issued on other banks	£5 (some exceptions apply)
Applies to non-Royal Bank of Scotland customers only.	
Issuing a UK bank draft (sterling)	£10
A special form of cheque that we can issue you which guarantees payment.	
Stopping a cheque	£10
When you wish to cancel a cheque that you have issued (but we will not charge you for cancelling lost or stolen cheques).	
Special presentation of a cheque	£15
A cheque made payable to you can be specially presented by post to confirm quickly (generally the following day) that it will be paid.	
Charge for court orders/legal processes served on the Bank brought on by a 3rd party against a customer (Scotland only)	£25 (minimum)
For example, when a court order brought about by a third party against you, forces us to freeze your account.	
Same day electronic transfer	£20
We can arrange same day electronic transfer of funds (CHAPS) between bank accounts in the UK.	
Providing copies of paid cheques	£5 for each cheque (maximum of £150)
This charge also applies to providing details of paid cheques.	

Providing copies of statements	£5 for each request
When you require a copy of a previously issued statement.	
Replacing lost or damaged cards	£5
Return of dividend counterfoils	£2 for each mailing
When we are required to forward dividend counterfoils to you.	
Details of Visa Debit payments	£5 for each item
On your request, we can provide documentation of Visa Debit payments.	
Bankers reference	£10 for each request
When a third party requests our opinion on your financial status.	
Emergency Cash Service	Any fees payable will be advised at the time.
When we allow you to withdraw cash from an ATM after reporting your card lost or stolen.	
Personalised Card for Revolve Account	£5

Safe Custody

Annual Holding Charges (payable annually in arrears)	
Sealed envelopes	£25
Small boxes/parcels	£45
Large boxes/parcels	£65
Initial and subsequent re-deposit(s)	£10

Annual Holding Charges are applied in arrears so any withdrawal made prior to the anniversary of the deposit will incur a pro-rated amount of the annual charge. In addition, a £10 fee will be charged for initial deposits and any re-deposits following item inspection or temporary release. The charges detailed above are inclusive of VAT. Please note that we do not accept new items into Safe Custody. Items already held by us in Safe Custody will continue to be held.

Travel money

Buying travellers' cheques in sterling	1% of value (minimum £3, maximum £50)
Buying travellers' cheques in foreign currency	No charge
Cashing travellers' cheques in sterling	No charge
Cashing travellers' cheques in foreign currency	No charge
Initial and subsequent re-deposit(s)	No charge
Cashing foreign currency	No charge

Payment of charges

All charges are payable from the time the service is provided, and are subject to review.

Other services

We also provide a number of other useful services, including stock exchange transactions and international services. For more details of these and any related charges, please ask at your local branch.

10. Interest on credit balances – taxation

In most instances, interest is paid after the deduction of 20% income tax. If you are a non-taxpayer or overseas resident you can have interest paid without deduction of income tax provided you complete HM Revenue & Customs form R85 available at any of our branches. This also applies on a 50/50 basis where one party to a two party account is a non-taxpayer. Where the tax deducted exceeds an investor's tax liability (if any), a claim may be made to HM Revenue & Customs for repayment of tax. Individuals who pay only basic rate tax will have no more tax to pay on the interest from which tax has been deducted.

Individuals who are liable at the higher rate of income tax of 40% will have to pay additional tax on the interest to cover the difference between the tax deducted and the higher rate tax due. Ask at your local branch for further information.

How to make the most of your account

This booklet tells you about:

Different ways to bank	Go to page	67
Paying money in	Go to page	68
Taking money out	Go to page	70
Managing your money	Go to page	75
Charging Scenarios – developed with the Office of Fair Trading	Go to page	79
Protecting your account	Go to page	86
Are your personal details safe?	Go to page	88
Customer services	Go to page	90
If you need to complain	Go to page	91
Additional extras	Go to page	94
Glossary	Go to page	95
Useful numbers and web addresses	Go to page	98

Welcome to your new account

This guide will help you get up and running as quickly as possible. It takes you through day-to-day transactions and gives you advice on how to manage your new account and we explain clearly the policies and procedures which we follow. You may also be interested in a booklet produced by the Financial Services Authority (FSA) *Just the facts about your bank account*, which is available at any branch or by contacting the FSA.

If you're moving your account from another bank or building society, our switching team will arrange the transfer and in two to four weeks the process will be complete.

We'll contact you over the coming weeks to check everything is running smoothly. If you have a question in the meantime, just ask in-branch or by phone. We'll be happy to help.

Different ways to bank

With your account, you decide – how, where and when to do your banking. Stick to your favourite methods, or use all three, the choice is yours.

In-branch

Do your banking over the counter or use our Cashline Machines. Many of our branches also offer a quick deposit facility, enabling you to pay in cash or cheques in a matter of minutes. An increasing number of our branches also have extended opening hours and are open on a Saturday. Please check with your branch for details.

Telephone

Enjoy access to your account day and night, all year round with our telephone banking service. Obtain balance and transfer information, make instant transfers between your Royal Bank of Scotland accounts, pay bills and set up or amend Standing Orders*. To register, call 0845 722 2345. Once registered, call 08457 24 24 24. Minicom users please call 0845 900 5960.

Internet

With our online banking service you can use your computer to manage your account day and night (unless essential maintenance or upgrades are being carried out). Register at www.rbs.co.uk

Keeping you up-to-date

We like to keep you informed of our products and services – existing, new or improved. But if, for any reason, you would prefer not to receive this information, just tell us and we'll remove your details from our mailing list. Please note, if you have a packaged account, even though you may have opted out of marketing, we shall keep you informed of preferential offers and additional benefits that are directly associated with the account.

Remember we're here to help with all your banking queries, to give you the best advice possible, and to reduce opportunities for fraud, so if your contact details change – for example, because you move house – please contact your branch who'll update your records. Please note for some accounts, the account is only operable via online or telephone banking. You will be advised of this prior to opening the account.

* Please note Standing Orders, Direct Debits, overdraft and cheque facilities are not available on all accounts.
Please check your terms and conditions for further details.

There are a number of ways you can pay money in, depending on what kind of account you've opened

Paying money in

Cash and cheques

Cash paid in over the counter will be available to withdraw there and then.

The normal timescales for clearing a cheque are reckoned in business days from the day the money is added to your balance (or taken off your overdraft). This day is known as 'transaction day' or 'T'.

If a Sterling cheque issued by a UK bank is paid into your account by 3.30pm on a business day over the counter at one of our branches, then as a general rule, 'T' will be the same day.

For example, if T is a Monday, then:

- By Wednesday (T+2), if your account is eligible for credit interest we will start paying interest on the amount of the cheque (or stop charging overdraft interest if your account is overdrawn).
- By Friday (T+4), you will be able to withdraw the money if your account is in credit.

You will normally be able to withdraw funds earlier than this at our discretion. We will not tell you when we exercise our discretion in this way. You can, however, check your available balance via online banking, at the cash machine or by asking in branch.

Please note that:

In cases where the cheque is not paid in over the counter at one of our branches (e.g. because it is paid in at a different bank or sent to us by post), it will take longer for the money to be added to your balance (or taken off your overdraft). Please ask at your branch for details. Once the money has been added to your balance (or taken off your overdraft), the position will be the same as stated above. Longer timescales apply where the cheque is not in Sterling, or is not issued by a UK bank.

Cheques made out to one party can be paid into a single named or joint account, but a cheque made out to joint parties cannot be paid into a sole account.

There are some cases in which, for legal reasons, or as a result of circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the timescales mentioned above. This may affect the day on which the money is added to your balance; the day on which we will start paying interest on the cheque if your account is eligible for credit

interest (or stop charging overdraft interest if your account is overdrawn); and/or the day on which you will be able to withdraw the money if your account is in credit. Consequently, you should not rely on the above timings and check in branch, online or at a cash machine to ensure funds have cleared to your account.

When a cheque is returned unpaid

Sometimes a cheque which has been added to the balance on your account is later returned unpaid.

If a Sterling cheque issued by a UK bank is returned unpaid after it has been paid into your account, we can deduct the amount of the cheque from your balance (or add it onto your overdraft) at any time before the end of the sixth business day after the 'transaction day' or 'T'. As explained above, T is the day on which the money is added to your balance (or taken off your overdraft). In other words, you will not be sure that the money is yours until the end of T+6.

For example, if the money is added to your balance on a Monday (T), the point at which you can be sure the money is yours (the end of T+6) will be the end of the Tuesday of the following week (or the end of the Wednesday of that week if the Monday is a bank holiday). If, before then, the cheque is returned unpaid we will deduct the amount of the cheque from your balance – even if we have already allowed you to withdraw the money. If this means that an unarranged overdraft arises on your account, you will have to pay fees as explained in the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).

However, if the cheque is not returned unpaid until after the end of T+6, we will not deduct money from your account (or add it onto your overdraft) unless: (a) you give your consent; or (b) you were knowingly involved in a fraud concerning the cheque.

As before, longer timescales apply where the cheque is not in Sterling, or is not issued by a UK bank.

Out of date cheques

Banks reserve the right not to pay a cheque which is over six months old. A cheque older than six months is no longer valid and you may not be able to pay it in. You should refer back to the person who issued the cheque and ask for a replacement if you still need it. If you have issued a cheque to a third party and it has not been cashed within six months, you should speak to us to get it stopped if you don't want it paid.

Faster confirmation of payment

We can specially present a cheque to the bank or building society it was drawn on to obtain early confirmation (usually the next business day) that it will be paid. You may not receive the funds

any earlier than normal, but you will have confirmation that the cheque will not be returned unpaid. If you use this service, we will charge a fee. For details, please read the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).

Salaries, pensions and benefits

Regular income can be paid directly into your current account. Just give your employer, pension provider or benefits agency your current account details i.e. sort code and account number, and they will take care of the rest.

Please contact your branch or Private Banking Manager if you would like further information on any of the above.

Taking money out of your account is straightforward – you can do it by withdrawing cash, by using your debit card or by cheque

Taking money out

Debit cards

The services available with your card depend upon the logo it displays.

If your account comes with a **Visa Debit logo**, you can use it to:

- pay for goods and services at UK retail outlets where the retailer displays the Visa logo;
- use the cashback service where available when making purchases in the UK; and
- withdraw money from almost every cash machine in the UK and over 1 million cash machines worldwide.
- withdraw money over the counter from banks at home and abroad*

If your account comes with a card with a **Plus logo**, you can use it to:

- withdraw money from almost every cash machine in the UK and over 1 million cash machines worldwide.

Making purchases and withdrawing cash abroad

With your Visa Debit card, you have a safe, easy and convenient way of withdrawing cash and paying for goods and services when you're abroad. In fact, you can use your card at shops, hotels, restaurants and other outlets all over the world, from New Zealand to New York, like you do here at home – just look out for the Visa logo. Cards with a Plus logo allow you to access your cash in local currency from over 1 million cash machines worldwide, which display the Plus logo.

Charges apply when using your debit or credit card abroad. Any transaction in a foreign currency is converted into sterling at our prevailing exchange rate and a transaction fee of 2.75% is

subsequently applied. For transactions carried out in a foreign currency or sterling the following charges are applied. For debit cards, there is a charge of £1.25 for each purpose or 2% (min £2, max £5) for cash machine withdrawals. For credit cards a charge of 3% (min £3) applies for any cash machine withdrawal. For full details, please refer to the fees leaflet which applies to your account.

* There may be a charge for using this service (as detailed in our leaflet *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*).

Cash Machine

You can use your card to withdraw money and:

- request a balance or mini-statement;
- change your PIN;
- top up your pre-pay mobile phone.

What to do if you forget your PIN

If you enter your PIN incorrectly three times in a row at a cash machine, you will need to ask your branch to send you a re-advice of PIN in order to remind you and make the card available for use again in cash machines.

If you enter your PIN incorrectly three times in a row at a retailer's Chip and PIN keypad, it will be 'locked' automatically. If you subsequently remember your PIN you can 'unlock' it at any Royal Bank of Scotland or NatWest cash machine in the UK by selecting Account Services and then Unlock PIN. The cash machine will then confirm that your card is ready to use again. If you cannot remember your PIN, you'll need to contact your local branch and ask for your PIN to be re-issued. Once your PIN has been re-issued, you can 'unlock' it as above.

Chip and PIN

Where required, an alternative to Chip and PIN is available. Please ask in branch for more details.

Taking care of your card

If your card is worn or damaged it is unlikely to work properly, so keep it away from magnetic sources such as security devices, hi-fi speakers, microwaves and X-ray equipment. Even handbags with magnetic clasps can cause damage. If your card has become damaged, please let your branch know and they will order a replacement for you.

Paying by cheque*

If your account comes with a cheque book, you can use cheques to:

- send money to people;
- pay bills by post;
- pay for goods and services.

Stopping a cheque

Should you ever need to stop a cheque, contact us immediately, either at your branch or, if registered, by calling our telephone banking service, with details of:

- your account number;
- the cheque number;
- the amount of the cheque;
- who you made it payable to; and
- the date on the cheque.

Unless the cheque has been lost or stolen, we will make a charge when you use this service. For details, please read the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*). If the cheque has already been cashed we will be unable to stop it.

Where monies are paid into your account under the Faster Payments Scheme on a weekend or Bank Holiday, it will be added to your account balance for interest purposes on the next business day. Please see the section headed 'Interest' on page 80 for more details.

In addition to paying by cash, cheque and debit card, there are a number of other ways you can make payments

Direct Debit*

Direct Debit is a convenient way to pay regular bills. Once set up, the amount is automatically collected from your account, saving you time and hassle. Some companies even offer discounts for paying this way.

You will now even be able to accept Euro Direct Debits on your account. (For example, this new service means that you can pay your Spanish holiday home electricity bill payment in Sterling direct from your UK account.) Further information about the new European Direct Debits will be available via your branch.

* Please note Standing Orders, Direct Debits, overdraft and cheque facilities are not available on all accounts.
Please check your terms and conditions for further details.

It's easy to:

- set up a Direct Debit by filling in the form supplied by the company you wish to pay;
- cancel a Direct Debit by telling us in writing, or if registered, by using our online and telephone banking services. Please note that we are only able to cancel a Direct Debit if you tell us before we are committed to make the payment. When cancelling a Direct Debit, you should also tell the recipient.

For Direct Debits in Sterling, our UK Direct Debit Guarantee protects you against unauthorised Direct Debits being taken from your account in error, whether by a company or organisation, or by ourselves. For example, if:

- too much is taken;
- it is taken too early;
- it is taken after you have cancelled;
- you have not been given enough notice of a change to a Direct Debit amount or date.

If you think an amount has been wrongly taken from your account under a Direct Debit, tell us straight away and if it is an error, we will give you a full refund.

Standing Orders*

With a Standing Order you can instruct us to pay a regular amount out of your account to a person or organisation. It's easy to:

- set up a Standing Order by filling in a form at a branch or, if you are registered, by using our online and telephone banking services;
- cancel or change a Standing Order by telling us in writing or, if registered, by using our online and telephone banking services – usually we require seven business days' notice to change a Standing Order, but please note that we are only able to cancel a Standing Order if you tell us before we are committed to make the payment.

Recurring Payments

If your account comes with a card with a Visa Debit logo you can use it to set up regular payments for bills and services, for example magazine subscriptions or memberships using the repeat payment functionality.

* Please note Standing Orders, Direct Debits, overdraft and cheque facilities are not available on all accounts.
Please check your terms and conditions for further details.

Electronic transfer

You can transfer funds out of your account to other people by electronic funds transfer. If you do, you need to ensure that you give us all of the correct details of the person you are paying the money to – such as the sort code and the account number. If you give us the wrong details, the money might end up going to someone else and you may not be able to recover it.

Clearance of Standing Orders and Online and Telephone Banking payments

The introduction of the Faster Payments Service in May 2008 means that Standing Orders and Online and Telephone Banking payments between accounts at banks which are in the system will normally be received almost immediately (but may sometimes take up to two hours), providing the payment amount is within the Faster Payments limits. Payments between banks which are not in the scheme or outside the set limits will continue to take two business days after the payment day to reach the account. You can also set up and make Faster Payments in-branch as long as you have a debit card. Standing Orders and payments made between accounts in The Royal Bank of Scotland are also immediate.

When you set up an Online or Telephone Banking payment you will be advised if the payment will go under the Faster Payments Service or via the current three day cycle. Payments set up in branch can only be processed through the Faster Payments Scheme. For higher value payments you will still need to use CHAPs, for which the normal charge will apply. We may carry out extra identity checks when you are making larger payments or withdrawing large amounts of cash from your account.

Where monies are paid into your account under the Faster Payments Scheme on a weekend or Bank Holiday, it will be added to your account balance for interest purposes on the next business day. Please see the section headed 'Interest' on page 82 for more details.

Managing your money

We believe that giving you helpful guidance is part and parcel of giving you great service. That's why we've put together these simple but effective tips on managing your money.

Keeping in control

You can avoid fees and charges by making sure that you have enough money available or a sufficient arranged overdraft facility* to cover withdrawals and other payments from your account. If you think a withdrawal or other payment may create an unarranged overdraft or exceed your arranged overdraft limit contact us immediately before (or after) making the withdrawal or other payment and we will take all your circumstances into consideration in finding the best solution to suit your needs. On most of our accounts, we do not make a separate charge for everyday transactions when your account is in credit. There are, however, some cases in which you may be charged. These include cases in which you have an unarranged overdraft or we are unable to make a payment which you have instructed us to make. Our leaflets *Personal Banking – Charges and Rates of Interest* and *Private Banking – Charges and Rates of Interest* give details of the fees we charge in these circumstances. The leaflets also give details of the fees we charge for our more common specialist services. If you are a new customer, we will give you this leaflet when you open the account.

We will tell you about the charges you will have to pay if you have an unarranged overdraft, and about any charges for returned items, in the following ways:

- before we take the payment from your account, we will tell you how much we will take, when and what it is for;
- the total amount we take will then be shown again on your next statement.

What fees do we charge?

We know our customers can sometimes be worried or confused by fees. Please see the fees leaflets that apply to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*) for details of the fees we charge and an explanation of the pricing structure we use for our current accounts.

*Please note Standing Orders, Direct Debits, overdraft and cheque facilities are not available on all accounts.

A cheque book will be issued or re-issued on request.

Please check your terms and conditions for further details.

Reading your statement/e-statement

You will receive a regular statement or e-statement, itemising all payments in and withdrawals from your account. Always check your statement and contact us immediately if you see anything unusual. If you are already registered for online banking you can opt to receive e-statements by logging in and clicking on “statements” and then selecting “start or stop receiving bank statements by post”. If you choose to switch off paper statements you will be sent an e-mail to advise you that your statement and any advanced notice we have to give you because we are going to deduct any fees, charges or debit interest from your account are ready to view. If you are not already registered for online banking, just go to www.rbs.co.uk/digitalbanking and follow the on-screen instructions.

Checking your current account balance

Use your debit card to request a balance or mini-statement at any of our cashline machines – or, if you are registered, use our online and telephone banking services.

Managing your money, some points to note

Keeping you up-to-date

It is important that you're aware of your balance and how available funds are affected by overnight and real time transactions.

The amount of funds you can withdraw at weekends and on bank holidays will take account of Standing Orders, Direct Debits, debit card transactions, forward dated payments and salary payments due on the next business day.

Please remember that some instructions for payments to be made from your account (including payments by cheque, Direct Debit and some Standing Orders) are processed during the night before the payment is due. To be sure that a payment can be made, you should ensure that you have sufficient available funds in your account by close of business on the business day before the payment is due to be made. For example, if a Direct Debit is due to be paid on a Monday, you should make sure that you have sufficient available funds in your account by close of business on the Friday before. Please note that even on a weekday evening the amount available for withdrawal will be affected by payments due on the following day.

If you fail to make a payment to us when it's due

If you fail to make a payment to us when it's due, we may use a credit balance on any other account in your name with us to pay or reduce any debt which you owe to us. A joint account credit balance can only be used to pay or reduce a debt in joint names. This is called “exercising set-off”.

Arranged Overdrafts

If money gets tight, and you need access to extra funds, contact us immediately and we may be able to offer you an arranged overdraft on a current account:

- it's easy to set up – just speak to a member of staff;
- there are no fees when you have an arranged overdraft up to a certain limit – all you pay is the interest on the overdrawn balance;
- you can access the money as soon as the overdraft is set up;
- we will only demand repayment of an overdraft if we have a valid reason for doing so and we give you at least 30 days' personal notice. In certain cases, our notice may take effect immediately (e.g. where we reasonably believe that you may have difficulty meeting your commitments).
- if we increase your arranged overdraft, or place a new arranged overdraft limit on your account, we'll notify you personally.

It's important to note that we will only approve an application which we believe you can afford, as you should only take on financial commitments you can easily afford. Our fees leaflets contain detailed information on interest rates, charges and arrangement fees that may be applicable to you.

Unarranged Overdrafts and Returned Items

Occasionally, you may find that you need to make a withdrawal or other payment that cannot be met from the money in your account or (if you have an arranged overdraft) will take you over your overdraft limit. If you find yourself in this position, contact us to discuss your borrowing options.

When you issue instructions for a withdrawal or payment to be made from your account, we decide whether your instructions would result in an unarranged overdraft by looking at the available funds in your account, i.e. the cleared balance in your account, plus any unused arranged overdraft facility.

We give details below of the fees which apply in cases where we are instructed to make a payment which, if made, would give rise to or increase an unarranged overdraft. For full details, please refer to our leaflet, *Personal and Private Banking – Terms and Conditions* and the fees leaflet that applies to your account (either *Personal Banking – Charges and Rates of Interest* or *Private Banking – Charges and Rates of Interest*). We recommend that you read those leaflets carefully.

An **Unarranged Overdraft Fee** of £6 is charged daily if you use an unarranged overdraft. An unarranged overdraft is created when your account becomes overdrawn without prior arrangement or any arranged overdraft limit is exceeded. The Unarranged Overdraft Fee will only be charged if your unarranged overdraft is over £6 at close of business on the day a transaction is paid or taken from your account (and on each subsequent day that your unarranged overdraft remains over £6).

A **Returned Item Fee** of £6 is charged for each item that we return unpaid. An item (e.g. a Direct Debit) will be returned if the payment cannot be met from funds in your account or any unused arranged overdraft facility and we decide in our discretion not to make the payment.

We do not charge interest on unarranged overdrafts.

A few questions and answers about our fees

How do we decide whether to charge you an Unarranged Overdraft Fee and/or a Returned Item Fee?

When you instruct us to make a withdrawal or payment from your account, we decide whether your request would result in an unarranged overdraft by looking at the available funds in your account (i.e. the cleared balance in your account, plus any unused arranged overdraft).

In most cases we will consider your financial circumstances and then decide whether or not to accept your request. However, there are some situations where we will always accept your request for an unarranged overdraft – namely if you:

- have used a debit card to guarantee the payment; or
- have made a payment where it is not possible to check that there is enough money in your account (e.g. if you use your debit card on a train or use a contactless card); or
- have any RBS fees or charges due on your account (e.g. a monthly account fee).

If we accept your request (e.g. to pay a Direct Debit for a utility bill) and an unarranged overdraft of over £6 is created, we will charge you an Unarranged Overdraft Fee of £6.

If, on the other hand, we reject your request for an unarranged overdraft, we will charge you a Returned Item Fee of £6.

When do we charge both an Unarranged Overdraft Fee and a Returned Item Fee?

It is possible for you to incur both an Unarranged Overdraft Fee and a Returned Item Fee on the same day as a result of two separate transactions. It is also possible to incur both fees as a result of the same transaction, for example, if we take a Returned Item Fee from your account and this creates an unarranged overdraft of over £6.

Do we charge Unarranged Overdraft Fees over the weekend and Bank Holidays?

Unarranged Overdraft Fees are charged for all consecutive periods of non-working days (weekends and/or Bank Holidays) if the unarranged overdraft is over £6 and is not cleared by close of business on the next working day.

How much notice do we give you before we take these fees?

We will always give you at least 14 days' notice of how much we are going to take from your account and when.

Act Now Alerts

Our Act Now Alerts can help you stay in control and minimise or even avoid fees for unarranged overdrafts and returned items. They specify the time by which you should credit your account with cleared funds to cover all payments and/or to bring your account back into credit or within any arranged overdraft limit. You can register for Act Now Alerts at any RBS branch and via online banking at www.rbs.co.uk.

Charging Scenarios – developed with the Office of Fair Trading

Overdrafts and bank charges

If you use the current accounts listed in the table below to make payments when:

- you do not have enough money in your account and have not agreed a formal overdraft limit with us; or
- the payment takes you over your arranged overdraft limit

you may have to pay charges as a result.

The table overleaf gives some examples of our charges for making payments from your account when you haven't enough money.

We developed these examples with the Office of Fair Trading and leading consumer groups to help you to think about how changing the way you use your account can affect the amount we may charge you.

These examples are meant to show how different actions can result in different charges. They are only examples so you shouldn't see them as actions you might take and charges you might have to pay.

We may not allow you to use your account in the ways shown below. You should avoid going overdrawn wherever possible and you should contact us if you need help to manage your account.

We could add other charges and interest to your account if you try to make payments when you do not have enough money. For details of all the charges and interest rates for these accounts please refer to our leaflets *Personal Banking – Charges and Rates of Interest* and *Private Banking – Charges and Rates of Interest*.

Choose an example below which shows how you might manage your current account. If you have recent bank statements, use these to help you choose. Once you have worked out reasons why you might be charged, it could help you to avoid charges in future.

Reasons that you might be charged		Royalties Premier*, Royalties Private, Private Bank Account, Royalties Gold, Royalties, Current Account, R21 Account*	Student Royalties, Graduate Royalties, Key Account
		Charge	Charge
1	We refuse a payment from your account because there is not enough money in your account.	£6.00	£6.00
2	A payment from your account takes you into an unarranged overdraft by less than £10. You are overdrawn for one day during the month.	£6.00	£0
3	A payment from your account takes you into an unarranged overdraft and you make another payment from the account while you are overdrawn. You are overdrawn for two days in a row during the month.	£12.00	£0
4	A payment from your account takes you into an unarranged overdraft, and you make nine more payments from the account while you are overdrawn. You are overdrawn for 10 days in a row during the month.	£60.00	£0

Reasons that you might be charged		Royalties Premier*, Royalties Private, Private Bank Account, Royalties Gold, Royalties, Current Account, R21 Account*	Student Royalties, Graduate Royalties, Key Account
		Charge	Charge
5	A payment from your account takes you into an unarranged overdraft. You are overdrawn for one day. However, on three more occasions during the month, a payment takes you into an unarranged overdraft. On each of these occasions you are overdrawn for three days in a row.	£60.00	£0
6	A payment from your account takes you into an unarranged overdraft. You are overdrawn for 21 days in a row during the month and you make 12 more payments from the account while you are overdrawn.	£126.00	£0

* These accounts are not available to new customers

For further information about the underlying transactions used to calculate these scenarios, please visit:

www.consumerdirect.gov.uk/before_you_buy/money_and_credit/Currentaccounts/shoparound/

Please note that we do not charge interest on unarranged overdrafts. Nor do we charge interest on any part of an arranged overdraft which represents:

- a Default Notice Fee or other sum (apart from interest) you must pay us in connection with a breach of your obligations under your agreement with us; or
- a Returned Item Fee or Unarranged Overdraft Fee

Interest

We will always tell you the current interest rate when you open an account, take out a loan, arrange an overdraft or apply for a credit card. Your branch will always be able to tell you the latest rates which apply to your account or to any other account that might be more suitable for you.

When you have money in your account (depending upon which account you hold), you may be eligible to earn interest on it.

If you are eligible for interest, we will work out the interest due on the cleared amount in your account at the close of business every business day. Over weekends and bank holidays, the balance eligible to earn interest is the balance calculated at the close of business on the preceding business day. For example, over a normal weekend, interest will be calculated for Friday, Saturday and Sunday based on the amount actually in your account at close of business on Friday.

Interest on current accounts is normally paid into your account once a month, usually the day after we send your statement to you. The main exceptions to this are detailed in our Fees leaflets.

We usually pay interest on savings accounts every month, every three months, or annually, depending on the type of savings account you have. We like to help you compare interest rates on all our savings accounts more easily. If you have a savings account with a balance of at least £500, we will send you a summary, at least once a year, of the current rates for your account and those which have applied during the last 12 months for your savings accounts, as well as details of any changes in the Bank of England base rate. We will also tell you about the accounts we no longer offer and how you can find out about our current rates of interest. If you have £500 or more in a savings account which is a Non-Payment Account (as defined in our leaflet *Personal and Private Banking – Terms and Conditions*) and the interest rate has materially fallen – that is, it has fallen by 0.25% or more in a single movement; or by 0.5% or more in any preceding 12 month period – we will notify you personally at least 14 days before the change comes into effect. When we contact you we will:

- tell you about the change in rates that is due to occur;
- tell you about our other accounts and help you to switch to one of these, if you wish to;
- tell you that you can withdraw the money in your account in full;
- give you a reasonable time to switch to another account or withdraw the money without any notice period or any charges.

If your savings account is a Payment Account and we are changing the interest rates in a way that is to your disadvantage, we will notify you personally at least 60 days before the change comes into effect.

You will usually pay interest if you borrow money through an arranged overdraft. The interest rates we apply will depend on the type of account you have.

Changes to Interest Rates

When we alter our interest rates, we will either notify you personally or, in certain cases, we may notify you by press advertisements within three of the following daily national newspapers:

The Times	The Financial Times
The Independent	The Guardian
The Daily Telegraph	Daily Mail
Daily Express	Daily Record
The Press & Journal	The Scotsman
The Herald	

If we notify you by press advertisements, we will also advertise the changes on our website www.rbs.co.uk and, where the alteration applies to branch based accounts, by branch notices.

For more information on when we may change interest rates in this way, please see General Condition 11 (Changes to interest rates and exchange rates) in our leaflet *Personal and Private Banking – Terms and Conditions*.

Changes to account terms and charges

Occasionally, we may change the terms and conditions and charges relating to your account. If we do so, we will tell you as described in *Personal and Private Banking – Terms and Conditions*. If we make a change to the terms and conditions which is not to your advantage or if we introduce or increase a charge, we will always tell you personally at least 60 days beforehand and we'll ignore any notice period for 60 days from the date we first notify you – enabling you to change or close your account without charge or loss of interest.

Important information for joint account holders

With an “either to sign” mandate on a joint account, each account holder:

- has full access to the available funds or arranged overdraft facility without requiring the other account holder(s) to give any further consent to that access
- can make the joint account go into an unarranged overdrawn position because we pay cheques or other payments authorised only by that account holder, even though there is no arranged overdraft or the borrowing is in excess of an arranged limit
- is responsible separately, as well as together, for the whole debt on the joint account even though the other account holder may have signed the cheques or given us instructions to make payments from the account.

In relation to the procedures we require to have in place where arranged overdrafts are agreed for joint accounts, new legislation required us to make changes for personal joint overdrafts with these changes to be in place no later than 1 February 2011. The changes mean we require to provide some information about the overdraft before an arranged facility is agreed. This information is called 'pre-contract information'.

Joint account holders can give permission for us to give the pre-contract information about an arranged overdraft to only one account holder. This is consistent with how an 'either or any one to sign' joint account mandate operates. If we do not receive this permission, it will mean that if one account holder phones, goes online, or visits a branch to ask for an overdraft, we will not be able to grant this until we have given the pre-contract information to the other account holder or holders (if there are more than two).

Statements of account for joint accounts can be sent to only one of you or addressed to both of you or separate statements can be sent to each of you if you live at different addresses. The joint account application form includes instructions covering these options.

What happens if a party to a joint account dies?

The balance on your joint account usually passes automatically to the remaining joint account holder(s). The name of the deceased party is removed and the remaining party(ies) can continue to operate the account normally. If there is an overdraft on the joint account, when one of you dies, we may insist that the borrowing is paid from the other parties' assets and that the account is closed.

When can the Bank 'freeze' your joint account?

We may 'freeze' your account if we have a valid reason for doing so. We set out below some examples of cases in which we may find it necessary to do this:

- When we receive a request to convert the joint account into a sole account and we do not have your joint agreement as to how the money in the joint account is to be divided between you. If the joint account is overdrawn, the bank may decide not to let you convert it to a sole account unless you both remain responsible for the debt.
- Following notification of bankruptcy of the joint account holders. We will have to return cheques drawn on the account, even if the account is in credit.
- Where we know of a dispute between the account holders. You should tell us immediately if you are unhappy about the way your partner is using the account, or are worried about how it may be used in future.
- If the relationship between the account holders has ended, e.g. divorce, all account holders must contact us to arrange for the joint account to be closed and new sole accounts to be opened.

We will need you to give us joint instructions about how to handle existing Standing Orders or Direct Debits and how the money in the account is to be split between you. We will need you to confirm your arrangements for repayment of any borrowing with us. Until you cancel the joint account instructions, all parties will continue to be liable for new payments and any overdraft and charges that result.

Financial difficulties

If you have financial problems, come and talk to us, and we will try to help you solve them. Depending on your circumstances, we could set regular or fixed repayments for debts, or we could reduce or suspend your repayments for a certain period.

If you have a more serious debt problem, we will work with you and put you in touch with organisations that offer independent financial advice. In certain circumstances, we may ask you to return either your cheque book, debit card, credit or charge cards, or in some cases all of them. We do this to help make sure that any problems do not get worse. As long as there is money in your account, we will usually be happy to allow you to use a debit card to withdraw the money from cash machines. The sooner you come to us, the more likely it is that we will be able to help.

Please note

At The Royal Bank of Scotland, we aim to be responsible. As lenders, this means we will work with you to decide how much you can afford to borrow and which is the most appropriate repayment programme. We stress the need for careful budgeting. We also offer payment protection plans to guard against sudden changes in your circumstances, but we will not insist that you buy an insurance product from us when we agree to lend to you.

We try never to offer credit to you unless we have good reason to think you can make the necessary repayments. If we offer you an arranged overdraft, or arrange an increase in your existing arranged overdraft limit, we will only demand repayment if we have a valid reason for doing so and we give you at least 30 days' personal notice. In certain cases, our notice may take effect immediately, for example, where we reasonably believe that you may have difficulty meeting your commitments.

If we are not able to help you, we will explain the reasons why in writing, if you ask us to. We do not offer credit to people under 18. Security may be required in support of loans and overdrafts.

Whether you use your account a lot, a little or share access with a joint account holder, it's important to protect your money from theft or fraud

Protecting your account

You can help to protect your account by following these simple guidelines:

Looking after your financial details

Criminals can use personal information about you fraudulently. You should take great care when disposing of documents which contain your personal or financial details. These items may include bank statements, benefits books, utility bills, blank cheques or card receipts. We recommend that any papers showing information about your financial affairs are effectively shredded.

Never provide your account or security details to any caller you do not recognise or have not expected. Always know who you are dealing with. If you have any doubts call them back on a phone number that you know to be genuine. We will never ask for your complete security details.

You must tell us immediately if you discover that your cheque book or card has been lost or stolen, or that someone else knows your PIN, password or other security information.

Identity checks and unusual transactions

At times, we may make extra identity checks when payments are made from your account and we may also need an extra period of notice if you are withdrawing a large amount of cash from your account. To make it easier to confirm your identity in branches, we have introduced Chip and PIN terminals. You may be asked to use your card and PIN to authenticate some transactions.

Our fraud detection systems also help us to identify any unusual transactions on your account. If anything looks out of the ordinary we may contact you by telephone. Please note, we will never ask you for your telephone or online banking security details, so please act with caution when receiving a call or email regarding your accounts.

Reporting a lost card and liability for loss

We have a 24-hour Card Loss Centre for you to report lost or stolen cards. The number is **0870 513 3550**. Minicom users please call **0845 900 5960**.

If your card is misused before you tell us that it has been lost or stolen, you will normally have to pay up to £50 towards any overdraft which is created or increased on your account. If you

have acted dishonestly or carelessly, you may be responsible for all amounts spent or withdrawn.

Please bear in mind that this is only a short summary of your liability for loss. For full details, please look at our leaflet *Personal and Private Banking – Terms and Conditions*.

Cards, PINs and security information

- Ensure you take extra care to shield your number when entering your PIN at cash machines and shop keypads.
- If you have a debit card, keep it separate from your chequebook at all times.
- If you have a debit, Credit or Charge Card, you may also have a Personal Identification Number (PIN), which you will need to use cash machines and to pay for goods and services.
 - Always learn the PIN or other security information we may send you and immediately destroy the slip giving you the information.
 - Do not keep a note of your PIN number where anyone else might recognise it. If you think that someone else knows your PIN, or other security information, you must tell your branch immediately and they will arrange for you to receive a new card and PIN.
 - For extra security, you can change your PIN to a number of your choice. You can do this at any time using a Royal Bank of Scotland cash machine, which will tell you how to do this. Please choose your new PIN carefully so that other people cannot guess what it is.
 - Always keep your card receipts safely and shred these when they are no longer required.
 - Never allow anyone to use your card, PIN or other security information. If you do, we could hold you responsible for money taken from your account.
- When disposing of any card, please ensure the card is cut in half along the entire length of the magnetic strip. We recommend that the two sections are then cut into small pieces. Please ensure that the chip within the card is also cut in half.
- Be careful when using cash machines. Always be aware of individuals who may try to distract you when using the machine. Ensure that no-one can see you entering your PIN and make sure that you put your money away before leaving the machine.

Cheques

- When writing a cheque, it is always good practice to draw a line through any unused space, as this will prevent unauthorised people from adding extra numbers or names.
- Cheques should bear the date on which you write the cheque. If you post-date a cheque, there is a risk that we may pay the cheque prior to the date you have written on it. Therefore, we recommend that you do not post-date cheques.

- If you are sending a cheque through the post to a large organisation, for example HM Revenue & Customs or paying into a bank or building society account, we recommend you write clearly the name of the account (and/or reference number) you want the cheque paid into, for example ‘HM Revenue & Customs account – J Jones’.

Online Banking

The Royal Bank of Scotland’s online banking service is a simple, safe and convenient way to access and manage your accounts online. To ensure that you stay safe online we recommend these simple steps to protect you and your computer.

1. Never divulge your full online customer number, PIN and Password. Remember that we only ask for random characters, not the full online PIN or Password.
2. Never respond to any e-mail that asks for confidential or personal security information. We will never send you such an e-mail.
3. Ensure that there is up to date and functioning Anti-Virus and Firewall software on any computer you use for internet banking. To find out more about anti-Virus and Firewall software, or how you can protect yourself from security and fraud threats, please visit our website at: www.rbs.co.uk/security
4. When shopping online, only make a payment via secure websites.
5. If at all possible, avoid disclosing sensitive information when using computers in public places/internet cafes. If this is not possible, take extra precautions.
6. Ensure you log off your secure personal account before leaving any public computer.

Please be aware that if you pass on your security details to an account aggregation service provider, you will be in breach of your terms and conditions and may be liable for any unauthorised transactions that occur on your account as a result. For full details, please look at our leaflet *Personal and Private Banking – Terms and Conditions*.

Are your personal details safe with us?

Confidentiality

At The Royal Bank of Scotland, we understand how important it is for you to know that we will keep your account details confidential. We will not pass on information about you to other companies or people outside The Royal Bank of Scotland Group of companies (the “Group”), of which we are a member, unless we have your permission to do so, or we are required or permitted to do so.

For example:

- to follow legislation aimed at preventing money laundering;
- when we have to do so to follow an order of a court or other authority (such as the Serious Fraud Office);
- when we need to pass on information about you in order to prevent fraud or get back any money you owe us. Where you owe us money, we will try to give you at least 28 days' notice, to allow you time to put matters right;
- when we provide information to other companies who provide a service to us or you.

We may exchange information about you and your dealings with any Group company with other companies in the Group. We may do this to:

- assess credit and insurance risks;
- prevent and detect fraud; and
- develop customer relationships, services and systems.

We will not exchange information about you with other companies in the Group for marketing purposes without your permission.

Data Protection

Under the Data Protection Act, you can request a copy of the information we hold about you. For details on how to go about this, and the fee that applies, contact your branch or refer to our leaflet *Personal and Private Banking – Terms and Conditions*.

Credit reference agencies

We may make searches at credit reference agencies and will disclose information to them as set out in our leaflet *Personal and Private Banking – Terms and Conditions*.

Banker's reference, options and status enquiries

When making a long-term financial commitment such as a Rental or Hire Purchase Agreement, the other party may wish to know about your ability to make payments. One of the ways they can do this is by asking us for a reference. We would always ask for your written permission first, take care to answer generally and not disclose details of your account. We will charge you for this service. Similarly, you can request a reference on another person or organisation from their bank, but your request must include their written permission. It's worth noting that this reference is no more than an opinion and is in no way a guarantee of your/their ability to make payments.

Customer Services

Your account has been designed with you in mind, which is why it's important that you talk to us – about where we're getting it right and just as importantly, where we could do better

Our commitment to you

In each and every aspect of our service we are committed to:

- providing financial services which meet your needs;
- giving value for money;
- delivering the best possible service;
- resolving complaints speedily and without fuss.

Customer Service Review

We can help to make sure that your money is working as hard as possible, with a review that:

- is free and easy to organise at a time that suits you;
- helps you make the most of your money;
- either covers all our products or concentrates on one, depending on your needs.

Give your branch a call to arrange an appointment. You can find the number of your branch on your statement or by visiting our website.

Moving your account

If you wish to transfer your current account to us we will tell you:

- how the process for transferring your account will work and where responsibility will lie for each step in the process;
- what information your old financial institution will pass to us;
- what features you will be offered with the new account so that you can compare your new account features with your old account;
- how long the transfer is likely to take.

If you choose to move your account to another bank or building society, we will co-operate with them and give them information about the regular payments from your account within three business days, so that the transfer is made as efficiently as possible. We will close your account without undue delay when you ask us to do so.

We will provide you with what you need to operate the account within 10 business days of approving your application.

Dormant accounts

If you do not use your account for some time, we may make your account dormant to protect against fraud. From December 2011 The Royal Bank of Scotland Group has signed up to the Unclaimed Assets Scheme outlined by the Government. Under the terms of this scheme, all funds in accounts that have been dormant for more than 15 years will be transferred to the Government's Reclaim Fund to be used for the benefit of the community. You can access your money by contacting us directly or via the British Bankers' Association dormant account schemes at www.bba.org.uk

Branch Closures

If we plan to close, move or significantly reduce the opening hours of your branch, we will tell you at least 12 weeks beforehand. We will also tell you how we will continue to provide banking services to you, including your nearest branch and free cash machine services.

Account Closures

Occasionally, we stop providing certain types of account because we have developed others that provide a better service. If we have to close your account for this reason, we will let you know at least 60 days beforehand.

If we have to close your account for other operational reasons, we will write to inform you of the appropriate details.

Your feedback counts

Many of the features we have added over recent years are a direct result of customer feedback. If you have a suggestion to make, provide your feedback online at www.rbs.co.uk via the “feedback” links. You may also receive a telephone call, asking what you think of our service.

If you need to complain

We do everything we can to make sure our customers get the best possible service. However, sometimes, we don't get things right. When that happens, we always encourage you to tell us about your complaints, so that we can put matters right.

We want to:

- make it easy for you to tell us about your complaint;
- give your complaint the attention it deserves;
- resolve your complaint without delay;
- make sure you are satisfied with how your complaint was resolved.

The following information explains what to do if you have any complaint about The Royal Bank of Scotland's service. It also tells you how quickly we will deal with your complaint and who to contact if you are not completely satisfied with our response.

How and where to complain

If you're not satisfied with any aspect of our service or products, you can tell us about your concerns in the following ways:

- **In person** – visit any of our branches and speak to one of our staff.
- **In writing** – address your letter to the Branch Manager or your Private Banking Manager.

- **By telephone** – use your usual number for contacting the Bank. If you have access to our 24-hour telephone banking service, Actionline, our advisers are available at all times.
- **By e-mail** – visit our website at www.rbs.co.uk and address your complaint to us via the “contact us” page. Alternatively, you can send an e-mail to customer.relations@rbs.co.uk.
Please note that additional personal information should not be included in this message for security reasons. We will respond by telephone or letter for the same reason.

How long will it take?

We aim to solve your concern straight away.

If we have not been able to resolve your complaint within one week, we will write to tell you:

- why we have not yet resolved your complaint;
- who is dealing with your complaint;
- when we will contact you again.

We will usually sort out most complaints within two weeks. We will contact you regularly until your complaint has been resolved.

If your complaint is particularly complex, it may take longer to resolve. If, together, we cannot reach an agreement by the end of eight weeks, we will:

- send you a letter giving our reasons for the delay and an indication of when we expect to provide a resolution; or
- refer your complaint to our Customer Relations Unit – they will issue the Bank’s final response letter, which will explain our final position. You will also receive a leaflet explaining your referral rights to the Financial Ombudsman Service, which is discussed later.

If you are unhappy with the way we are dealing with your complaint

We are committed to resolving your complaint fairly and quickly. In most cases this can be done if you contact us as soon as possible. We will try to resolve your complaint by listening to your concerns and agreeing a solution with you.

Our aim is to resolve your complaint as quickly as possible and to your complete satisfaction. If you’re not satisfied with our action or explanation, the member of staff dealing with your complaint will be happy to discuss your concerns further.

However, if you remain unhappy, you can ask for your complaint to be reviewed at a higher level within the Bank. Our Customer Relations Unit will review your complaint and will aim to give you a full response within two weeks. If their investigation is likely to take longer, they will keep you fully informed of their progress.

You can write to the Customer Relations Manager at the address shown below. Please quote your account number, branch sort code, details of your complaint and what you would like us to do to resolve matters.

**Customer Relations Manager
The Royal Bank of Scotland
FREEPOST PO Box 1727
Edinburgh EH12 9JN**

Or telephone 0800 015 5035 (If you have speech or hearing difficulties and are a Minicom user, you can call us on 0800 917 0527). If you are calling from overseas, please dial 0044 20 7158 0497.

The Financial Ombudsman Service

Our aim is to resolve all complaints internally. However if you are not satisfied with our suggested resolution, or if eight weeks have passed since you first brought your complaint to our attention, you can refer your complaint to the Financial Ombudsman Service. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued by us. You can write to them at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Alternatively, you can phone **0845 0801800**.

Further helpful information can be obtained from visiting the Financial Ombudsman website on **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service offers a free independent service and they can help with most financial complaints. However, there are some limitations on what the Financial Ombudsman Service can look into, and further information about this can be obtained from them directly.

We can also offer you a number of other useful services, as and when you need them – from personal loans and mortgages, to long-term investments.

Savings and investments

Looking for a good return on your money? We have a range of savings accounts and investment services – from Individual Savings Accounts (ISAs), to instant access and notice accounts, and a selection of bonds.

Credit cards

A credit card is one of the most convenient ways to pay for your shopping, either on the Internet or on the high street. Choose between a MasterCard or Visa and make your repayments in a number of convenient ways, including in-branch or by our telephone and online banking services.

Loans

If you need to borrow a large amount of money – whether it's for a new car, luxury holiday or help with reorganising your finances – our personal loans can provide you with the financial flexibility to let you spend your money on whatever you want.

We also offer loan protection which would protect your repayments in the event of unforeseen circumstances such as accident, sickness or involuntary unemployment. Please speak to a Customer Adviser to find out more and to check your eligibility.

Mortgages

Whether you're looking to buy for the first time, move from one property to another, re-mortgage or simply want to switch mortgage provider, we have a selection of mortgages to choose from.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP YOUR REPAYMENTS ON YOUR MORTGAGE.

Offset

With our Offset Flexible Mortgage and your eligible Royal Bank of Scotland current account and savings account working together, you could save money over the life of your mortgage.

Insurance

When it comes to protecting the things you care about, The Royal Bank of Scotland has it covered. We offer:

- home insurance, including building and contents;
- car insurance;

- travel insurance, including 24-hour Medical Emergency Service;
- student possession insurance.

Travel money

Planning a trip away? You can order foreign currency or travellers cheques by visiting a branch, ordering online at www.rbs.co.uk/travel or by calling 0845 300 1278. If you order online you can choose whether to collect your order at a branch or have it delivered to your home.

We offer a comprehensive range of options – just ask in branch. If you are a Royalties, Royalties Gold or Royalties Private customer then you benefit from preferential exchange rates when ordering through membership services, check the ‘Useful Numbers’ page at the back of this leaflet. To protect against fraud, there is a £2,500 limit in any 90 day period when you order travel money online or over the phone. There is no such limit if you place your order in-branch.

Glossary

Below, we explain some of the most common terms, in plain English.

Account aggregation

An online service that allows consumers to consolidate and view on one webpage financial information from multiple products, across multiple financial institutions.

Annual Equivalent Rate (AER)

This is a notional rate used for interest bearing accounts, which illustrates the interest rate if paid and compounded each year. It helps you to compare the effective rates of credit interest on different accounts.

Annual Percentage Rate (APR)

To help you make a meaningful comparison between the different interest rates on loans and other credit facilities, all lenders are obliged by law to use a standard method of calculating and displaying “APR”. An APR is an interest rate that takes account of the full amount of interest on any money borrowed, the timing of repayments and any other charges which may be payable.

Arrangement fee

A fee which we charge over and above interest when we set up an arranged overdraft facility for you.

Base Rate

A rate of interest set by the Bank, which moves from time to time as the general level of interest rates move.

CHAPS

Same day electronic transfer of funds between bank accounts in the UK.

Clearing

Where your account is credited with a payment by cheque or electronic transfer, clearing is the process by which the bank, building society or other organisation which has been instructed to pay the cheque or make the electronic transfer confirms that the payment will be made. For more information about the normal timescales for clearing cheques and electronic transfers, see the section headed "Paying money in".

Credit Card

We offer a range of Credit cards. Ask in branch for more details.

Credit reference

When you apply for a new bank account or loan, we may refer to a credit reference agency – a company licensed by the Office of Fair Trading which holds information about an individual's financial background – to help us reach a lending decision. We will tell you in advance if we have to do this.

Credit Scoring

A system used by banks to help make lending decisions based on statistical analysis.

Drawer

The person who signs and issues a cheque.

Effective Annual Rate of Interest (EAR)

The real annual cost of an overdraft, stated as an annual rate, which takes into account how often interest is charged to the account. All other charges, such as arrangement fees, must be shown separately from the EAR. For example, if interest is charged at a rate of 1.50% per month, this is equivalent to an EAR of 19.56%.

Loan agreement

A document detailing the Terms and Conditions of a loan, issued each time we agree to provide a loan. It includes, among other things, the interest rate to be charged, the fees payable, the security required and the repayment arrangements.

PIN

Your Personal Identification Number (PIN) is unique to you and is needed to use cash machines or verify purchases at retailers.

Visa Debit

An international payment system which gives debit card holders access to goods and services at the point of sale where the Visa or Visa Debit logo is displayed, access to cash at cash machines displaying the Visa logo and cash over the counter at banks at home and abroad which display the Visa logo.

Useful numbers

Customer Service Review:	0808 100 3081
Savings:	0808 100 9510
Credit cards:	0800 16 16 16
Loans:	0800 121 121
Mortgages:	0800 056 0567
Offset:	0800 056 0266
Minicom:	0800 404 6160
Home insurance:	0800 051 1050
Car insurance:	0800 015 1405
Travel insurance:	0870 241 7686
Minicom:	0800 051 3030
Online banking Helpdesk:	0845 600 8212
Telephone banking Customer Advisers:	0845 724 2424
To join telephone banking:	0845 722 2345
Lost/Stolen Bank Cards: (When phoning from abroad, call +44 870 513 3550)	0870 513 3550
Minicom:	0845 900 5960
Royalties Membership Services:	08705 62 55 55
Royalties Gold Membership Services:	08705 62 55 55
Royalties Private Membership Services:	08458 780000
Minicom:	0800 404 6160

Useful web addresses

www.rbs.co.uk/digital – find out more, register or log-on to our digital banking services.

If you need any help with online banking, answers to your questions can be found through our ‘Got a question?’ service, which can be found on the URL above or within digital Banking.

www.rbs.co.uk/security – online security tips from our website

www.banksafeonline.org.uk – website set up by the UK banking industry to help online banking users stay safe online

www.rbs.co.uk/personal – find out where your nearest branch is

RBS is a member of the Financial Services Compensation Scheme (FSCS). The Scheme can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim.

For deposits that are held in a bank or building society in the UK, the Scheme will cover up to £85,000 per person. Deposits in all currencies are treated the same.

Deposits with RBS, Direct Line, 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.

Most retail consumers (this includes private individuals and some small businesses) are eligible under the Scheme. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk

Calls may be recorded.

The Royal Bank of Scotland plc.

Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB.

Registered in Scotland No. 90312.

Web Site www.rbs.co.uk

RBS B180 6 April 2012