

Personal 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 International Limited (RBS International). The contract also includes the terms about interest rates and charges in our leaflet 'Fees - A guide to personal account fees'. If you have a savings account or Fixed Term Deposit with us, your contract also includes the terms about interest rates in our information sheet (when applicable) relating to your Fixed Term Deposit.
- (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 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) This agreement is governed by the laws of the jurisdiction in which the branch where your account(s) is located.
- (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 rbsinternational.com and at our branches.
- (vii) Our leaflet 'Our commitment to you' sets out some important practical information on how to use your account effectively and safely.
- (viii) In these conditions and in our leaflets 'Fees - A guide to personal account fees', 'Savings interest rates' and 'Our commitment to you' 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 'Fees - A guide to personal account fees', 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 10.
- (x) All of the accounts that we offer to personal 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.

- (xi) Telephone calls may be recorded.
- (xii) Rights of lien, pledge, set-off and combination. You agree that, in addition to any general lien or similar right to which we may be entitled, we shall have a right at any time at our discretion without telling you first, to combine or consolidate all or any of the accounts in your name (including but not limited to, those in joint names) and to set off or transfer any sums standing to the credit of any one or more of the accounts against any of your liabilities to us, whatever their nature, in whatever currency they are denominated, and whether they are payable yet or not (including but not limited to, any joint and several liabilities you owe us). In addition, we shall have a lien over securities or other items that have been deposited with us for you (including, but not limited to cheques given to us for collection). We will notify you as soon as practicable after exercise of any of the rights set out above.
- (xiii) Conflicting claims. If we consider the funds in the account are or may be subject to conflicting claims, we may in our absolute discretion take such steps as we deem necessary including, but not limited to, the taking of legal advice and making an application to any court of competent jurisdiction by way of interpleader or analogous process, and shall not be liable for complying with the order of any such court. You agree that pending resolution of any conflicting claim, we shall have the right to refuse to pay or deliver all or any part of the funds in the account to you and to charge you with all costs associated with taking any steps to resolve or deal with such claim(s) or to protect our interests.
- (xiv) Unless we expressly agree in writing, we do not hold ourselves out as providing advice on the suitability of accounts or facilities for you (including tax circumstances) and neither we nor our employees will be liable for any loss arising as a direct or indirect result of indications given of such suitability. You should obtain independent professional advice on such matters and upon any security or guarantee required by us.
- (xv) You can end this agreement at any time by writing to us, but the agreement only ends when any amounts owed on the account have been paid. There may be an occasion when we ask you to close your account. If we have to do this, we will give you reasonable notice in writing. We may close the account immediately on notice to you if you materially or persistently breach this agreement or if it is reasonably necessary to protect you or us.

- (xvi) If you are dissatisfied with your choice of account and decide to close the account or switch, with our approval, to another account within 14 days of the first payment into the account, no extra charges will be payable. In order to instruct us to do so, you must confirm your decision in writing, addressed to your branch. Please note cancellation rights do not apply to Fixed Term deposit accounts.
- (xvii) If you are resident in the European Union (EU) you may be affected by the EU Savings Tax Directive (EUSD). From 1 July 2011, the Bank will automatically exchange information about your identity and residence, the amount of savings income earned and the period it relates to with the tax authorities in the jurisdiction in which your account is maintained. For accounts opened before this date some historical arrangements may continue to apply to certain account holders. More information on how the EUSD affects your accounts can be found in our publication 'The European Union Savings Directive' or by speaking to your normal point of contact. In providing this information we are not acting as tax advisers and we strongly recommend that you seek independent professional advice for your personal circumstances.
- (xviii) Cheques should be made payable to the account holder or RBS International; endorsements are not accepted. Funds received in a currency for which the account holder does not maintain an account may, unless the account holder has given instructions to the contrary, at the Bank's absolute discretion be converted and credited to an existing account held in the name(s) of the account holder as considered appropriate by the Bank. The cost of currency exchange will be borne by the account holder.
- (xix) Customers of RBS International are advised that The Royal Bank of Scotland plc ('RBS plc') provide product support and this will enable RBS plc in the United Kingdom to access your account data.

Section A: Conditions of General Application

1. YOUR INFORMATION

1.1 Who we are

1.1.1 Your account is with The Royal Bank of Scotland International Limited (RBS International).

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

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

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

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

- a) assess financial and insurance risks;
- b) recover debt;
- c) prevent and detect crime;
- d) understand our customers’ requirements; or
- e) develop and test products and services.

1.2.3 We do not disclose your information to anyone outside the Group except:

- a) where we have your permission; or
- b) where we are required or permitted to do so by law; or
- c) to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- d) where we may transfer rights and obligations under this agreement; or
- e) as set out in General Condition 1.2.4.

1.2.4 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.

1.2.5 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.

1.2.6 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.

1.2.7 If you would like a copy of the information we hold about you, please write to your branch. A fee may be payable.

1.3 Credit reference agencies

1.3.1 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.

1.4 Fraud prevention agencies

1.4.1 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.

1.4.2 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.

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

1.4.4 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 Fixed Term Deposit, 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 ('Fees - A guide to personal account fees'); 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 Relationship 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. If we refuse to act upon an instruction by you for the reason set out in 3.1.6 (e) above we will notify you on the first occasion that payment is not made for that instruction. 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).

3.2 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 15.9 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 If the cash is paid in over the counter in one of our branches, the money will be credited to your account the same day for interest purposes and added to your balance and be available to use the next business day; or

4.1.2 If the cash is paid into one of our quick deposit facilities, the money will be added to your balance and credited to your account for interest purposes on the next business day.

4.1.3 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, Channel Islands or Isle of Man bank, is paid into your account:

- a) If the cheque is paid in over the counter at the branch where you have your account, the money will be added to your balance by the next business day. In any other case, the money will be added to your balance by the next business day following the day on which we receive it or (if we receive it on a day which is not a business day) by the second business day after the day we receive it.
- 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, Channel Islands or Isle of Man 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 attract interest on credit balances. If your account is eligible we will calculate 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 applied in the manner and at the rates in our interest rate leaflets, which can be obtained from any branch (for branch-based accounts). You can also look on our website rbsinternational.com or ask our branch staff.

4.3.2 Our interest rate leaflets include the following:

- Fees - A guide to personal account fees;
- Fixed Term Deposit information sheets where applicable.

4.3.3 We will comply with any rules made by the regulatory authorities in those jurisdictions in which we operate 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 'Fees - A guide to personal account fees'. You can also find out about our charges by telephone, on our website rbsinternational.com, 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 to 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 'Our commitment to you'.

- 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.
 - Instructions received in writing 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.

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 that apply to your account set out in 'Fees - A guide to personal account fees'.

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 overdraw 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 that apply to your account set out in 'Fees - A guide to personal account fees' 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 Fixed Term deposit), we can only close your account under General Condition 7.1.1.

7.2 Closure by you

7.2 You can close your account at any time for any reason without charge if the Account Specific Terms for your account permit you to do so. We will forward any credit balance on your account to you after:

- a) you have given us written notice that you wish to close the account;
- b) you have returned all (unused) cheques and cards issued to you; and

- c) you repay any money you owe us. You must 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 'Our commitment to you' 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; and
- 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 'Our commitment to you' 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, at branches (for branch-based accounts), 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.

10.2 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 on our website rbsinternational.com

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 30 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 after it comes into effect on our website rbsinternational.com

11.4 Exchange rates

11.4.1 Our exchange rates are based on a reference rate which is our prevailing rate for the day. 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 rbsinternational.com

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 Internet 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 RBS International regarding the use of RBS International telephone, digital banking and ibanking or ibanking plus services.

14.1.3 If you do not hold a RBS credit card, the conditions which relate to credit cards will not apply to you.

14.2 Definitions

In this General Condition 14:

'we', 'us', 'our' means The Royal Bank of Scotland International Limited (RBS International).

'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 RBS International Limited telephone, digital banking, RBS international ibanking and ibanking plus services when accessed using the telephone or internet.

'authenticator' means the hand held card reader from time to time supplied by the Bank to the customer as part of the security details procedures.

'documentation' means the user guide and any other relevant material from time to time supplied by the Bank to the customer or, as appropriate, any intermediary on behalf of the customer in whatever format in connection with use of the service.

'payment message' means a message from the customer to the Bank giving instruction to the Bank to process a payment or take any other action in relation to the account.

'account' means the customer's account(s) benefiting from the service.

'FX transaction' means any instruction relating to a transaction which is a foreign exchange transaction.

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.

14.9 Payments and FX transactions

14.9.1 The Bank does not accept liability for any delay in transit, unless such delay is caused by the fault or negligence of the Bank.

14.9.2 In response to an instruction, the Bank may (but shall not be obliged to) offer an exchange rate for the requested FX transaction to the customer via the service.

14.9.3 The customer may accept the exchange rate offered by the Bank via the service (acceptance). The customer acknowledges that such acceptance is irrevocable.

14.9.4 The Bank may withdraw any offer prior to receipt of the customer's acceptance by notifying the customer through the service or otherwise.

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, 15.3.5, 15.3.10, 15.3.11, 15.4.1, 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 01534 620050 (or +44 1534 620050 from abroad). If you are unable to communicate in any other way, you must write immediately to your branch or to RBS International Card Loss Centre, PO Box 64, St Helier, Jersey, JE1 1AE.

15.2.2 You (and any additional cardholder(s)) must:

- a) sign your card when you or the additional cardholder(s) receive it; and
- b) keep your card secure at all times and not allow any other person to use it; and
- c) on receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip; and
- d) 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:

- a) the front of your card displays the Visa Debit logo and the retailer or supplier of services displays either the Visa or the Visa Debit logo; or

- i) when using your card in the UK, Channel Islands or Isle of Man the retailer or supplier of services also displays that logo; or
- ii) when using your card outside the UK, Channel Islands or Isle of Man the retailer or supplier of services displays the Visa 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 20 or 4083 77, 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 your card displays the Visa Debit logo, you may use it to obtain funds over the counter at any bank displaying the Visa logo. There may be a charge for using this service as detailed in the fees leaflet which applies to your account ('Fees - A guide to personal account fees').

15.3.6 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.

15.3.7 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.

15.3.8 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.

15.3.9 When there is a transaction in a foreign currency on your account, we will convert it into sterling at our then current exchange rate.

15.3.10 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.

15.3.11 When we receive an acceptable refund voucher we will pay the amount of the refund to your account.

15.3.12 You must not use your card:

- a) before or after the period for which your card is valid; or
- b) after we have notified you that we have suspended, withdrawn or restricted the use of your card under General Condition 15.3.13; 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 15.3.16; or
- e) if your right to use your card is ended under General Condition 15.8.1.

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

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

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

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 When we issue you with a replacement card, we may issue it under a different card scheme from the one which applies to your previous card (for example, we may replace a card issued under the Maestro scheme with one issued under the Visa scheme). We will only do this if we reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.

15.3.16 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).

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

15.3.18 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 'Fees - A guide to personal account fees'.

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:

- a) 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. 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. ROUTE 15 ACCOUNT

2.1 You should review the conditions that apply to your account with a parent or guardian.

2.2 Route 15 accounts are available only to individuals aged 11 years to 15 years.

2.3 When you open your account, you must deposit at least £1 into the account.

2.4 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.

2.5 Direct Debit and standing order payments are not permitted on your account.

2.6 Overdrafts are not available on your account.

2.7 Cheque books are not available on your account.

2.8 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 the 'Personal Banking Terms and Conditions' and 'Fees - A guide to personal account fees' leaflet.

3. R21 ACCOUNT

3.1 R21 accounts are only available to individuals aged 16 years to 21 years.

3.2 When you reach age 22, we can change your R21 account to a Current account. We will notify you personally at least 30 days before we do this at which time we will provide you with up to date copies of the 'Personal Banking Terms and Conditions' and 'Fees - A guide to personal account fees' leaflet.

4. CURRENT ACCOUNT

4.1 Current accounts are available only to individuals aged 18 years or over.

5. ROYALTIES CHEQUE AND ROYALTIES INTERNATIONAL

5.1 Lifestyle benefits are provided by Ten ('Ten') which is not a part of The Royal Bank of Scotland Group. We shall not be liable for any losses arising from any failure of, or any omission made by Ten in the provision of any of the lifestyle benefits or any other services that Ten provide you. We will disclose to Ten and The Royal Bank of Scotland Group plc and its associated companies any information concerning you for the purposes of fulfilling our obligations under the agreement.

5.2 Ten will disclose information about your use of lifestyle benefits to The Royal Bank of Scotland Group for the purposes of quality control and management reporting. Any associated company will require your consent before passing on any information concerning you.

5.3 Royalties Cheque and Royalties International accounts are available only to individuals aged 18 years or over.

5.4 We may alter any of the benefits provided that we give you at least 30 days' prior notice.

5.5 If your Royalties Cheque or Royalties International account is closed, the benefits will no longer be available to you.

6. INSTANT SAVINGS TRACKER ACCOUNT

6.1 Instant Savings Tracker accounts are available only to individuals aged 16 years or over, including trustees.

6.2 When you open your account, you must deposit at least £500 into the account.

6.3 After you open your account, the balance may fall below £500 but it must not exceed £1 million.

6.4 Interest on balances of £500 or more will track the Bank of England base rate by a percentage rate.

6.5 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 10.3.

- 6.6 Interest will be paid into your Instant Savings Tracker account or another account held by you at your branch.
- 6.7 You may not have your wage or salary paid directly into your account.
- 6.8 Direct Debit and standing order payments are not permitted on your account.
- 6.9 Overdrafts are not available on your account.
- 6.10 Cheque books are not available on your account.
- 6.11 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.

7. GOLD CHEQUE ACCOUNT

7.1 Gold Cheque accounts are only available to new customers from our Guernsey office. Existing account holders must be individuals aged 16 years or over.

8. GOLD DEPOSIT ACCOUNT

- 8.1 Existing account holders must be individuals aged 16 years or over, and may be trustees.
- 8.2 After you open your account, the balance may fall below £50 but it must not exceed £1 million.
- 8.3 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in the 'Fees - A guide to personal account fees' leaflet, but you can obtain this information from our branches, by calling us or by looking on our website rbsinternational.com
- 8.4 You may not have your wage or salary paid directly into your account.
- 8.5 Overdrafts are not available on your account.
- 8.6 Cheque books are not available on your account.
- 8.7 Direct Debit and standing order payments are not permitted on your account.

NON-PAYMENT ACCOUNTS

9. FIXED TERM DEPOSIT

- 9.1 Only available to adults aged 16 years or over.
- 9.2 Minimum balance criteria apply. This information can be obtained from our branches, by calling us or by looking on our website rbsinternational.com
- 9.3 Where the balance of an account falls below the minimum required for this type of account, interest will be paid at a nominal rate which can be ascertained by contacting the Bank. At the Bank's sole discretion the balance may be transferred to a Cash Management account in your name when the Terms and Conditions applicable to a Cash Management account will apply.
- 9.4 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in the 'Fees - A guide to personal account

fees' leaflet, but you can obtain this information from our branches, by calling us or by looking on our website rbsinternational.com

9.5 The interest rate on accounts depends on the amount invested and the term chosen.

9.6 Renewal, withdrawal or closure instructions on sterling Fixed Term Deposits must be given by the account holder in accordance with the mandate held for the account by 12 noon UK time on the day of maturity and for currency deposits two business days before the maturity date. The Bank may (but is not obliged to) disregard any contrary instructions received after the above designated times. If the Bank does not receive instructions a Fixed Term Deposit will be renewed on the same term as the matured deposit and the applicable rate shall be the Bank's current rate for similar deposits on the day of renewal.

9.7 Withdrawals may not be made in cash but may be made by transfer to any account held with the Bank, to another bank, or by cheque, in accordance with your instructions.

9.8 Withdrawal or closure instructions on Fixed Term Deposits are normally only allowed at maturity. In exceptional circumstances early repayment of part or the whole deposit will be made subject to an interest adjustment together with an administration fee.

9.9 Overdrafts are not available on Fixed Term Deposits.

9.10 Interest on Fixed Term Deposits will be paid in line with the frequency detailed on the deposit confirmation or by default on the maturity if not advertised.

9.11 Direct Debit and standing order payments are not permitted on your account.

10 CASH MANAGEMENT

10.1 Only available to adults aged 16 years or over.

10.2 Minimum balance criteria apply. This information can be obtained from our branches, or by calling us.

10.3 Interest is paid in March, June, September and December.

10.4 Statements are issued half yearly in March and September.

10.5 The minimum additional deposit or withdrawal is £250, or currency equivalent.

10.6 Direct Debit and standing order payments are not permitted on your account.

10.7 Overdrafts are available on request if you are aged 18 or over, subject to our assessment of your financial standing.

We can change your overdraft limit by notifying you personally to tell you what the new limit will be.

11 CALL ACCOUNT PLUS

11.1 Only available to adults aged 16 years or over.

11.2 Minimum and maximum balance criteria apply. This information can be obtained from our branches, by calling us or by looking on our website rbsinternational.com

11.3 Interest is paid in March, June, September and December.

11.4 Statements are issued half yearly in March and September.

11.5 Direct Debit and standing order payments are not permitted on your account.

11.6 Overdrafts are not available on Call Account Plus.

11.7 Cheque books are not available on your account.

11.8 We will work out the interest daily on the amount you have in your account at the close of business. We pay interest on cheques upon receipt of cleared funds. Full details of our interest rates, and details of when we pay interest, are normally on display in all branches. Sterling balances of £500,000 or more will pay not less than Bank of England Base rate minus 0.50%. US dollar balances of \$800,000 or more will pay not less than US Fed Funds minus 0.50%. Euro balances of €800,000 or more will pay not less than European Central Bank Refi rate minus 0.50%. When the central bank rate changes for a given currency, we will change the interest on the account within 30 calendar days, balances that fall below the minimum requirement will receive Standard Cash Management rates. Where we elect to change the margin at which rates are paid we will provide 30 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

11.9 Direct Debit and standing order payments are not permitted on your account.

12. PLATINUM FIXED TERM DEPOSIT ACCOUNTS

12.1 In the absence of your disposal instructions as provided for in condition 14.5 at maturity the principle amount of the deposit will be placed on a Fixed account for one month at the rate then available for deposits of that amount and term. The Fixed account will be subject to section 12 of these Account Specific Terms and Conditions.

12.2 All deposits are automatically linked to a Cash Management account through which all your transactions will be routed.

12.3 Accounts are only available to individuals aged 16 years or over.

12.4 Where the balance of an account falls below the minimum required for this type of account, interest will be paid at a nominal rate which can be ascertained by contacting the Bank. At the Bank's sole discretion the balance may be transferred to a Cash Management Account in your name when the Terms and Conditions applicable to a Cash Management Account will apply.

12.5 Renewal, withdrawal or closure instructions on sterling deposits must be given by the account holder in accordance with the mandate held for the account by 12 noon UK time on the day of maturity and for currency deposits two business days before the maturity date. The Bank may (but

is not obliged to) disregard any contrary instructions received after the above designated times.

12.6 Withdrawals may not be made in cash but may be made by transfer to any account held with the Bank, to another bank, or by cheque, in accordance with your instructions.

12.7 Overdrafts are not available.

12.8 Withdrawal or closure instructions on Fixed Term Deposits are normally only allowed at maturity. In exceptional circumstances early repayment of part or the whole deposit will be made subject to an interest adjustment together with an administration fee.

12.9 The account will be opened upon receipt of a valid and correctly completed application form and acceptable supporting documentation. The opening of your account may be delayed or refused if the Bank does not receive all of the supporting documentation.

12.10 We cannot accept responsibility for any required funds or information not being received by us at the appropriate address in time for your deposit to be accepted into the account. Proof of remittance or posting shall not be conclusive evidence of receipt.

12.11 Direct Debit and standing order payments are not permitted on your account.

13. PLATINUM 14 ACCOUNT

13.1 Accounts are only available to individuals aged 16 years or over.

13.2 Minimum and maximum balance criteria apply. This information can be obtained from our branches or by calling us.

13.3 Interest is paid in March, June, September and December.

13.4 Statements are issued half yearly in March and September.

13.5 Direct Debit and standing order payments are not permitted on your account.

13.6 Overdrafts are not available on your account.

13.7 Cheque books are not available on your account.

13.8 Cards are not available on your account.

13.9 We will work out the interest daily on the amount you have in your account at the close of business. We pay interest on cheques upon receipt of cleared funds. Balances of £50,000 or more will pay not less than Bank of England Base rate minus 0.50%. Balances in other currencies will pay our standard Cash Management rates. When the Bank of England base rate changes, we will change the interest on the account within 14 calendar days; sterling balances that fall below the minimum requirement will receive Standard Cash Management default rates. Where for a valid reason we choose to change the application percentage margin over Bank of England Base Rate at which rates are paid we will provide 30 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

13.10 You can make withdrawals or close your account without loss of interest if you give us 14 days' prior notice of any withdrawal or of the closure of your account. If you are not able to give us the notice required you may still make the withdrawal or close your account but you will lose up to 14 days interest on the sum withdrawn. This is calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of 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. We will treat the amount we deduct from your account balance as a withdrawal from your account. In addition, we will charge an administration fee of £250.

13.11 Available as a sterling deposit only. All other currencies will receive standard Cash Management rates.

14. PLATINUM 60 ACCOUNT

14.1 Accounts are only available to individuals aged 16 years or over.

14.2 Minimum and maximum balance criteria apply. This information can be obtained from our branches or by calling us.

14.3 Interest is paid in March, June, September and December.

14.4 Statements are issued half yearly in March and September.

14.5 Direct Debit and standing order payments are not permitted on your account.

14.6 Overdrafts are not available on your account.

14.7 Cheque books are not available on your account.

14.8 Cards are not available on your account.

14.9 We will work out the interest daily on the amount you have in your account at the close of business. Balances of £25,000 or more will be paid interest at not less than Bank of England Base rate minus 0.50%. Balances in other currencies will pay our standard Cash Management rates. When the Bank of England base rate changes, we will change the interest rate on the account within 30 calendar days; sterling balances that fall below the minimum requirement will receive standard Cash Management rates. Where for a valid reason we choose to change the applicable percentage margin over Bank of England Base Rate at which rates are paid we will provide 60 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

14.10 You can make withdrawals or close your account without loss of interest if you give us 60 days' prior notice of any withdrawal or of the closure of your account. If you are not able to give us the notice required you may still make the withdrawal or close your account but you will lose up to 60 days interest on the sum withdrawn. This is calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of 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. We will treat the amount we deduct from your account balance as a withdrawal from your account. In addition, we will charge an administration fee of £250.

14.11 Available as a sterling deposit only. All other currencies will receive standard Cash Management rates.

15. PLATINUM 90 ACCOUNT

15.1 Accounts are only available to individuals aged 16 years or over.

15.2 Minimum and maximum balance criteria apply. This information can be obtained from our branches or by calling us.

15.3 Interest is paid in March, June, September and December.

15.4 Statements are issued half yearly in March and September.

15.5 Direct Debit and standing order payments are not permitted on your account.

15.6 Overdrafts are not available on your account.

15.7 Cheque books are not available on your account.

15.8 Cards are not available on your account.

15.9 We will work out the interest daily on the amount you have in your account at the close of business. Balances of £2,500 or more will be paid interest at not less than Bank of England Base rate minus 0.50%. Balances in other currencies will pay our standard Cash Management rates. When the Bank of England Base rate changes, we will change the interest rate on the account within 30 calendar days; sterling balances that fall below the minimum requirement will receive standard Cash Management rates. Where for a valid reason we choose to change the applicable percentage margin over Bank of England Base rate at which rates are paid we will provide 90 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

15.10 You can make withdrawals or close your account without loss of interest if you give us 90 days' prior notice of any withdrawal or of the closure of your account. If you are not able to give us the notice required you may still make the withdrawal or close your account but you will lose up to 90 days interest on the sum withdrawn. This is calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of 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. We will treat the amount we deduct from your account balance as a withdrawal from your account. In addition, we will charge an administration fee of £250.

15.11 Available as a sterling deposit only. All other currencies will receive standard Cash Management rates.

The Royal Bank of Scotland International Limited (RBS International).
Registered Office: PO Box 64, Royal Bank House, 71 Bath Street, St. Helier,
Jersey, JE4 8PJ. Regulated by the Jersey Financial Services Commission.

Guernsey business address: PO Box 62, Royal Bank Place, 1 Glatigny
Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Regulated by the Guernsey
Financial Services Commission and licensed under the Banking Supervision
(Bailiwick of Guernsey) Law, 1994, as amended, the Insurance Managers and
Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002, and the
Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

Isle of Man business address: Royal Bank House, 2 Victoria Street, Douglas,
Isle of Man, IM99 1NJ. Licensed by the Financial Supervision Commission of
the Isle of Man and registered with the Insurance and Pensions Authority in
respect of general business.

Our services are not offered to any person in any jurisdiction where their
advertisement, offer or sale is restricted or prohibited by law or regulation or
where we are not appropriately licensed.

RBS International is not an Authorised Person subject to the rules and
regulations made under the UK Financial Services and Markets Act 2000, and
therefore deposits made with branches, all of which are outside the UK, are
not protected by those rules and regulations covered by the UK Financial
Services Compensation Scheme. As at 31 December 2010 RBS International's
paid-up capital and reserves exceeded £1,416 million.

UK resident depositors may be subject to declaration and taxation of
resulting income.

RBS International is a member of The Royal Bank of Scotland Group. The
Royal Bank of Scotland plc - Registered in Scotland No 90312. Registered
office: 36 St Andrew Square, Edinburgh, EH2 2YB. The Royal Bank of Scotland
plc is authorised and regulated by the Financial Services Authority. The
latest report and accounts are available at www.investors.rbs.com

RBS International places funds with other parts of its Group and thus its
financial standing is linked to the Group. Depositors may wish to form their
own view on the financial standing of RBS International and the Group based
on publicly available information. The latest report and accounts are
available at www.rbsinternational.com/financial-results

If you pay into your account at a Royal Bank of Scotland branch in the
United Kingdom, Royal Bank of Scotland Plc (RBS) agrees to receive the
money from you for transfer and credit to an account held by you with The
Royal Bank of Scotland International Limited (RBS International). RBS acts
as your agent, and if RBS is willing to accept the funds from you and RBS
International accepts the funds for credit to your account, the credit will be
shown on your bank statement.

Cards are only issued to people who meet our criteria.

Customers of RBS International are advised that The Royal Bank of Scotland
plc ('RBS plc') provide technology support to RBS International's Digital
Banking service and this will enable RBS plc in the UK to access your account
data. In subscribing for this service, you consent to and authorise this access.

If you are not satisfied with any of our products or services, we have a
complaints procedure that you can use. A leaflet, giving details of the
procedure, is available upon request.

Calls may be recorded.

RBS International is a member of the Isle of Man Depositors' Compensation
Scheme (DCS) as set out in the Depositors' Compensation Scheme
Regulations 2010. Further details of the scheme are available on request.

RBS International is a participant in the Guernsey Banking Deposit
Compensation Scheme. The scheme offers protection for 'qualifying
deposits' up to £50,000, subject to certain limitations. The maximum total
amount of compensation is capped at £100,000,000 in any 5 year period.
Details are available from: www.dcs.gg. Telephone: +44 (0)1481 722756. Post:
PO Box 380, St. Peter Port, GY1 3FY. Deposits made in a Guernsey Branch will
not be covered by any equivalent scheme in any jurisdiction outside of the
Bailiwick of Guernsey.

RBS International is a participant in the Jersey Banking Depositor
Compensation Scheme. The Scheme offers protection for eligible deposits of
up to £50,000. The maximum total amount of compensation is capped at
£100,000,000 in any 5 year period. Full details of the Scheme and banking
groups covered are available on the States of Jersey website or on request.