## Your Current Account Terms



#### **About this leaflet**

This leaflet is also available in Braille, large print and on audio tape. Please visit **rbs.co.uk** or ask at any branch for a copy of our leaflet 'Our services for customers with disabilities'.

#### Who are our regulators?

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We're entered on the Financial Services Register and our firm reference number is 114724.

#### **Financial Services Compensation Scheme**

The Financial Services Compensation Scheme (FSCS) can pay compensation to customers if they're eligible and a bank is unable to pay a claim against it, usually if the bank stops trading or is insolvent. Compensation limits apply depending on the type of claim. We're a member of the FSCS and our personal current accounts are covered by the FSCS.

For further information about the compensation provided by FSCS, please visit fscs.org.uk

#### **Useful phone numbers**

Telephone Banking (for general queries and to make payments from your account)	03457 24 24 24
If your debit card is lost or stolen	0370 600 0459
If you suspect fraud or you think someone knows your security details	0345 300 3986
If you want to make a complaint	0800 151 0406
If you want to talk to us about any difficulties you're having with your finances	0345 301 5432
Emergency Cash	01268 500 813

## **Contents**

#### The meaning of certain words used in these Terms.

Ge	neral Terms	
		Page
1	Introduction	05
2	Giving us your instructions	05
3	Joint accounts	06
4	Paying money into your account	06
5	Keeping your account safe and limiting the use	0.0
	of your account	08 09
6 7	Communications and statements Taking money out of your account	10
8	What happens when something goes wrong?	12
9	Monthly account fees	14
10	Arranged overdrafts, unarranged overdrafts and	-
	unpaid transactions	14
11	Making changes to our agreement or changing your	
	account to another account	18
12	Closing your account	19
13	Making a complaint	20
14	How we use your information	20
Acc	count Specific Terms	
1	Revolve	24
2	Student	24
3	Graduate	24
4	Select (including Premier Select)	24
5	Reward (including Premier Reward)	25
6	Reward Silver	25
7	Reward Platinum	25
8	Reward Black (including Premier Reward Black)	25
9	Foundation	26
10	Tailored	26
11	Select Silver	26
12	Select Platinum	26
13	Black	26
14	Basic	26
15	Cashline	26

## The meaning of certain words used in these Terms

- An Annual Equivalent Rate (AER) is a notional rate used for accounts that pay credit interest and shows what the gross credit interest rate would be if it was paid and compounded each year.
- An arranged overdraft is a limit on your current account we agree with you in advance that allows you to borrow money up to that agreed limit.
- Arranged overdraft interest is interest that we charge you for using your arranged overdraft.
- If your arranged overdraft has a buffer (for example, £10), this means you can use your
  arranged overdraft up to the value of your buffer before you need to pay any charges or
  arranged overdraft interest.
- · A business day means Monday to Friday excluding bank holidays.
- Your charging period runs month to month, usually from the date you opened your
  account. For example, if you opened your account on 15 August, your charging period
  will run from the 15th of each month to the 14th of the next month. You can find out your
  charging period by contacting us.
- The European Economic Area (EEA) is a collection of countries. The countries in the EEA
  are all the countries in the European Union plus Iceland, Liechtenstein and Norway.
- The Effective Annual Rate of Interest (EAR) is the actual yearly cost of arranged overdraft interest because it takes into account that we charge interest monthly. This means that you'll pay interest on any interest that has been added to your arranged overdraft balance in the previous monthly charging period. It doesn't take account of any additional fees we may charge (for example, the Arranged Overdraft Usage Fee).
- The gross rate means the interest rate you're paid without the deduction of income tax.
- · Monthly cap on unarranged overdraft charges
  - 1. Each current account will set a monthly maximum charge for:
    - (a) Going overdrawn when you have not arranged an overdraft; or
    - (b) Going over/past your arranged overdraft limit (if you have one).
  - 2. This cap covers any:
    - (a) Interest and fees for going over/past your arranged overdraft limit;
    - (b) Fees for each payment your bank allows despite lack of funds; and
    - (c) Fees for each payment your bank refuses due to lack of funds.

(This is a standard definition of the monthly maximum charge but please note that we don't charge unarranged overdraft interest.)

- The Nominal Annual Rate is the annual rate of interest you'll pay for your arranged overdraft, (it doesn't take into account that you'll pay interest on any interest that has been added to your arranged overdraft balance in the previous month).
- A payee is the person you intend to pay (for example, the recipient of a Direct Debit).
- A payer is the person or organisation you receive a payment from.
- A quick deposit facility is a cash machine which allows you to pay cash or cheques into your account.
- An unarranged overdraft is an overdrawn balance on your account which you didn't arrange with us in advance.
- Where we refer to you this includes each account holder (if you have a joint account with us). You also includes any third parties you've authorised to act on your behalf where the term relates to giving us instructions.

#### **General Terms**

#### 1 Introduction

#### 1.1 Your agreement with us

These Terms form part of the agreement between you and **us** (The Royal Bank of Scotland plc). They explain how your account works and set out the rights and responsibilities that each of us has regarding your account. The following documents also form part of our agreement:

- any benefit terms which apply to your account (including the MyRewards Terms);
- · any overdraft agreement setting out the terms of your arranged overdraft; and
- the Mobile Banking Terms.

Please ask us if you need up-to-date copies of any of the documents which make up our agreement. You can also find these Terms, our benefit terms and the Mobile Banking Terms at rbs.co.uk

The Terms are split into two parts:

- General Terms (which apply to all accounts unless we tell you otherwise); and
- Account Specific Terms (which only apply to particular accounts).

If an Account Specific Term is inconsistent with a General Term, the Account Specific Term will apply.

#### 1.2 Using your personal current account

Your account must not be used for business purposes.

#### 1.3 The law that applies to your agreement

If you live in Scotland, Scots law applies to this agreement. If you live anywhere else, English law applies to this agreement. If there's a dispute between us, you can take legal action against us in any UK court.

#### 2 Giving us your instructions

#### 2.1 Giving us your instructions

You can give us instructions in a number of different ways including in writing, by cash machine, by telephone, online, in branch, using your mobile device, by debit card or by any other means we tell you are available.

You can also give instructions through third parties you've authorised to act on your behalf, for example powers of attorney and third party providers (like account aggregator services).

If you ask us to make a payment (including standing orders and other regular payment instructions set up on your account) and the payee has switched accounts using the Current Account Switch Service, we'll update the account details of the payee on your payment instruction.

#### 2.2 Delaying or refusing to act on your instructions

We'll always follow your instructions, unless:

- we reasonably believe that you didn't authorise the instruction;
- we reasonably suspect the instruction is fraudulent;

- it's necessary to reject your instruction to protect you or us from a crime;
- · your instructions are unclear or incomplete;
- · you request an unarranged overdraft and we refuse the payment due to lack of funds;
- following your instruction would mean that we breach a law or regulation that we must comply with:
- a restriction that applies to your account stops us from following your instruction (for example, if you're registered for Overdraft Control);
- we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved; or
- you've broken any term of our agreement in a serious way.

If we don't follow one of your instructions we'll usually tell you.

If you'd like to know why we didn't follow your instruction you can call us on **03457 24 24 24.** If we can, we'll explain why we didn't follow your instruction unless there's a legal or security reason which means we can't tell you.

#### 3 Joint accounts

You can have a maximum of two account holders on a Select Silver, Reward Silver, Select Platinum, Reward Platinum, Black or Reward Black account.

Any one of you can discuss your account with us or give us instructions (without the consent of the other account holder(s)). This includes instructions to withdraw all of the money in your account or close your account. If you don't want your account to work in this way, any one of you can tell us that we can only accept instructions from all of you acting together. After this happens, all instructions must be in writing and signed by all of you. This means that you won't be able to use our telephone, mobile or online banking services, or use a debit card as these services rely on us being able to accept instructions from just one of you.

You're all responsible to pay back any overdraft on your account. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share. This applies even if you're unaware that an overdraft has been used on your account.

If you all live at the same address (or you give us the same email address) we'll send joint communications to all of you at that address. If you live at separate addresses then we'll only send communications to one of you.

If one of you dies, we'll accept instructions from the remaining account holder(s) and the account will pass into their name(s).

#### 4 Paying money into your account

#### 4.1 Electronic transfers

When we receive an electronic transfer, the money will be credited to your account (i.e. available for you to use and will start earning credit interest (if payable)) on the same day.

If we receive the money (and instructions to pay it into your account) by:

Faster Payments, we'll check the instruction and if we approve it then the money will usually be credited to your account immediately.

**CHAPS**, we'll check the instruction and if we approve it then the money will be credited to your account within 90 minutes of receipt.

#### 4.2 Cash

Cash will be available for you to use and will start earning credit interest (if payable) at different times depending on how and when the cash is paid into your account:

How is the cash paid in?	When will the cash be available to use and start earning credit interest?
	Immediately (if received within normal branch opening hours)
Branch counter	or
	Next business day (if received outside of normal branch opening hours).
Quick deposit facility before 3:30pm on a business day	Same day
Quick deposit facility after 3:30pm or on a non-business day	Next business day
Post Office® counter using a pay-in slip	When we receive the cash from the Post Office® (normally two business days after you pay it in)

#### 4.3 Cheques

We've explained how cheques from a UK bank or building society are processed in the table below:

Business day	What happens?
0	We receive the cheque.
2	You'll start earning credit interest (if payable) on the amount of the cheque.
4	The money is available for you to use. It may be removed if the bank or building society of the person who is making the payment to you decides not to pay the cheque. If they decide not to pay the cheque, they'll normally explain the reason to you.
6	The bank or building society of the person who is making the payment to you can't stop the payment (unless fraud is suspected).

If a cheque is paid into your account **after 3:30pm on a business day or on a non-business day**, this process will begin on the next business day.

(For example, if you pay a cheque into your account at 4pm on Friday, it will be treated as being received on Monday and it will be available for you to use on Friday (Day 4).)

If a cheque is paid into your account at a **Post Office**®, this process will begin when we receive the cheque from the Post Office® (normally two business days after you pay it in).

- Your cheque may clear quicker than the timelines noted above as the industry cheque clearing systems are updated.
- Cheques not issued by a UK bank or building society and foreign currency cheques follow a different process and might take longer than these timescales.
- Occasionally, there may be legal reasons or limited circumstances beyond our control which stop us from receiving the cheque or cause delays to these time periods.

#### 4.4 Earning credit interest on your account

The Revolve account pays interest on money in your account:

Amount held in account	Gross Rate %	AER%
All amounts	0.55	0.55

Interest is calculated on your daily, cleared credit balance and is paid into your account monthly.

#### 5 Keeping your account safe and limiting the use of your account

#### 5.1 What you need to do to keep your account safe

#### You must:

- take all reasonable steps to keep your security details safe (including your debit card PIN and any passwords or log-in details for telephone, mobile or online banking);
- · sign your debit card as soon as you receive it;
- keep your debit card and mobile device (for example, mobile phone or tablet) secure at all times and not let anyone else use them to make payments;
- when you're logged on to online or mobile banking, not leave the device (for example, the mobile phone or computer) you're using unattended and you must make sure that any information stored or displayed on your device is kept secure; and
- be aware that if you give your online banking password and log in details to a third
  party provider, we're not responsible for what they do with your details or account
  information.

#### We'll never:

- ask you to give us or any person or organisation your full security details (including your debit card PIN, your online banking password or security codes);
- send someone to collect cash, PIN, debit card or cheque book if you're a victim of fraud; or
- ask you to transfer money to a new account for fraud reasons.

Some third party providers might ask you for your online banking log in details and password to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on your accounts.

If you're ever in doubt, please refer to the customer security centre at **rbs.co.uk/security** and/or call the number on the back of your debit card.

#### 5.2 What you need to do if you think someone knows your security details or you've lost your debit card or mobile device

- If you think that someone else might know your debit card or security details or if you suspect that someone may have used your account without your permission, please tell us as soon as possible by calling 0345 300 3986 (or +44 131 339 7609 from outside the UK) or visiting any branch; or
- If you need to report a debit card as lost or stolen, please tell us by calling us on 0370 600 0459 (or +44 1268 500 813 from outside the UK), visiting any branch or by accessing our webchat service at rbs.co.uk. If you use your mobile device to make payments from your account (for example, through the mobile app or making a contactless mobile payment) and your mobile device is lost or stolen, please tell us by using these contact details.

#### 5.3 Limiting the use of your account or your services

We may suspend, restrict or stop access to your account or to certain services (such as your debit card or online banking) if:

- we reasonably believe that your security details or debit card details haven't been kept safe;
- we reasonably suspect that your security details or your debit card have been used fraudulently or without your permission;
- as a result of a change in the way you use your account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- a restriction applies to your account (for example, we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved);
- · we believe it's appropriate in order to protect your account; or
- · you've broken any term of this agreement in a serious way.

We'll usually tell you before or immediately after we take any of these steps. We'll also explain why we've done so, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.

#### 5.4 Notifying you of concerns

If we suspect or become aware that your account may be subject to fraud or security threats, we'll contact you using the contact details we hold for you.

#### 6 Communications and statements

#### 6.1 How we'll contact you

We'll contact you and provide communications to you (which will be in English) by:

- · post;
- · phone;
- · email to the email address you gave us;
- secure message to your inbox in online banking;
- · text message to the mobile phone number you gave us; and/or
- notification through the mobile banking app.

Any documentation we send you by email, secure message or through the mobile app may be sent as an electronic attachment (for example, as a PDF). You should make sure that your electronic device(s) are set up to receive our communications (for example, they have the correct hardware, software, operating system and browser).

#### 6.2 Statements

Unless we agree otherwise, we'll provide you with statements every month and free of charge, provided that there have been payment transactions on the account during the month.

We can provide you with a copy of a previously issued statement for £3.

#### 6.3 Your contact details

If your contact details change, you should tell us as soon as you can to ensure you receive our communications.

#### 7 Taking money out of your account

#### 7.1 Withdrawals and payments

You can make cash withdrawals or payments from your account if the available balance on your account (including any available arranged overdraft and any debit card payments that have been approved but haven't been taken from your account yet) is sufficient.

You can withdraw cash from cash machines up to your cash withdrawal limit. This limit applies to withdrawals inside and outside the UK and we may change it from time to time.

#### 7.2 Cheques

You can ask for a cheque book provided that cheque books are available on your account. You can make payments from your account by cheque if the available balance on your account (including any available arranged overdraft and any debit card payments that have been approved but haven't been taken from your account yet) is sufficient.

If you issue a future dated cheque and it's presented for payment before the specified date, we may pay it.

#### 7.3 Using your debit card

A debit card is available with your account. The card will display a 'Debit' logo and can be used to make purchases in stores, over the phone or online and can be used to withdraw cash from cash machines.

Some services let you create a digital copy of your debit card (for example, by adding your card to your mobile device to make contactless mobile payments or by saving your card details online to let you make payments more quickly). If you use your debit card in this way, any payments will be treated as if you used the physical card.

Some debit cards can only be used to make payments at a retailer or supplier of services where they can authorise the payment with us at the time you make the payment. If that is not possible, (for example, payments made at a pay at the pump petrol station), then the payment will be declined. These cards start with the numbers 4751 16. 4762 30. 4762 31 or 4762 34.

When we send you a replacement debit card, we may issue it under a different card scheme (for example, Visa or Mastercard).

#### 7.4 Charges for using your debit card

Sometimes we'll charge you fees for using your debit card to access your money or to make payments. We've explained these fees and when they'll be charged below, but this doesn't include any fees a third party might charge you (for example, a cash machine fee):

Using your debit card	Charges
Cash withdrawal in a foreign currency from a cash machine in the UK.	Foreign Cash Fee of 2% of the value of the transaction (minimum £2, maximum £5);  AND
	Non-Sterling Transaction Fee of 2.75% of the
<ul> <li>Cash withdrawals in a foreign currency;</li> </ul>	value of the transaction.
<ul> <li>purchase of currency; or</li> <li>purchase of travellers' cheques, outside the UK.</li> </ul>	(If you ask for the transaction to be converted into pounds Sterling at the point of purchase or withdrawal, we won't charge a Non-Sterling Transaction Fee.)
Payments made outside the UK (for example, purchasing goods in a shop).	• Foreign Purchase Fee of 2.75% of the value of the
Payments in a foreign currency in or outside the UK.	transaction (minimum £1).

- If you have a Reward Silver, Reward Platinum, Black or Reward Black account, you won't be charged Foreign Purchase Fees.
- If you make a payment outside the UK or in a foreign currency and you receive a refund
  of that payment, the Foreign Purchase Fee charged for the original payment won't
  be refunded.

Where a fee is shown as a percentage, this means a percentage of the value of the transaction in pounds Sterlina.

We'll convert any payment made in a foreign currency using your debit card into pounds Sterling using the **Visa Payment Scheme Exchange Rate**. If you'd like to see the most up-to-date exchange rates you can visit **visaeurope.com** and click on the Cardholders section.

#### 7.5 Timescales for making debit card payments

We'll only take a debit card payment from your account when we receive the request from the payee's bank (for example, the store). This means there may be a delay between using your debit card to make a purchase and the payment being taken from your account. We'll always take payments that have been charged to your debit card from your account, and we'll do so within one business day of receiving the request for payment.

#### 7.6 Timescales for making other payments

If you tell us to make a payment (i.e. send money) in the UK, in most cases the payment will be made using the Faster Payments Service and the money will be added to the payee's account immediately. In limited circumstances (for example, if we suspect fraud), the payment may take longer to reach the payee's account.

If we can't use the Faster Payments Service then the following timescales will apply:

Type of payment	When will the payment reach the payee's account following receipt of your instruction?
Sterling electronic payment	By the end of the next business day
Sterling paper-based payment (for example, a giro payment)	By the end of the second business day

If an instruction is received on a **non-business day or after 3:30pm on a business day**, the process for making the payment will start on the next business day.

If you want to make a payment (i.e. send money) outside the UK or in another currency, separate terms will apply. Different timescales apply to these payments, which we'll tell you about when you arrange the payment.

Before you make a foreign currency payment, you can ask us for the exchange rate that will be applied to the payment and we'll provide that rate if we can. If we're unable to tell you the actual exchange rate before the payment is processed, we'll provide it to you as soon as we can afterwards.

Our exchange rates are based on our prevailing rate at the date and time that a foreign currency payment is processed. We publish reference exchange rates on **rbs.co.uk** (search for "Exchange Rates"). These are indicative rates only and are published for reference purposes. We may change our exchange rates immediately and without notice where such changes reflect a change in the reference exchange rate or where the change is more favourable to you.

#### 7.7 Cancellation of a payment

We can't stop a payment you've asked us to make unless it's made by a cheque, standing order, Direct Debit or future dated payment.

To stop a cheque or cancel a standing order, Direct Debit or future dated payment, you should contact your branch or telephone banking. You can also cancel a standing order or Direct Debit through online banking. Payments can't be stopped after they've been processed.

We may cancel any standing order or Direct Debit on your account if it's unpaid more than once and we reasonably believe that the balance on your account is unlikely to be sufficient to meet future payments.

#### 7.8 Paying charges from your account

Any charges you incur will be taken directly from your account. There may be other charges for additional services not covered in these Terms (for example, a CHAPS payment) but we'll always tell you about these charges before the service is provided. If a court order or legal process brought by a third party against you is served on us (for example, telling us to freeze your account), we may charge you an administrative fee (minimum of £25). We'll take this directly from your account and let you know when we've taken it.

#### 7.9 Tax

If you owe tax (or other charges) to an authority in connection with your account, we may take this payment directly from your account.

#### 7.10 Using money in your account to repay money you owe us

If you've borrowed money from us (for example, through a loan, credit card or overdraft) and the money or the repayments are overdue for payment, we may take money from your account to repay some or all of the money you owe us (including any fees or interest). This is called "set off". We'll **never** set off a debt on a:

- sole account against money held in a joint account between the sole account holder and another person; or
- joint account against money held in another joint account between different joint account holders.

We may also set off any money we owe you (for example, as a refund or compensation or to settle a complaint you've made against us) to repay or reduce any money you owe us that is overdue for payment.

#### 8 What happens when something goes wrong?

#### $\textbf{8.1} \quad \textbf{What to do if an incorrect or unauthorised payment is taken from your account}$

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling 0370 600 0459 or contacting your branch.

#### 8.2 What we'll do if an incorrect payment has been made to or from your account

If we pay money into your account by mistake, we can take the money out of your account.

If we make an incorrect payment from your account, which was our mistake, we'll refund you (including any charges or interest that you've paid as a result of the payment being taken).

If you tell us that we've made an incorrect payment based on incorrect payment details you gave us, we'll make reasonable efforts to recover the payment for you but we may not be able to recover it and we may charge you a fee for trying. If we can't recover the payment we won't refund you but we'll contact the payee's bank to ask for the payee's contact details for you.

If an error is made in a Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information please see directdebit.co.uk.

Please remember that the sort code and account number of an account identifies it, not the name of the account holder.

#### 8.3 What we'll do if the payer's bank tells us about an incorrect payment

We may take a payment from your account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens, we'll hold the money and contact you to tell you what's happened. We'll ask you to confirm if the payment was sent to you incorrectly. If the payment was sent incorrectly then we'll return it to the payer. If you tell us that the payment was not sent incorrectly then we'll return the money to you but we may have to pass your contact details on to the payer's bank. If we can't get in touch with you within 15 business days, then we'll return the payment to the payer. If the payment is a CHAPS payment, we'll ask you before we take the payment from

#### 8.4 What we'll do if you tell us about an unauthorised payment

your account.

If an unauthorised payment has been taken from your account (which means someone else made the payment without your permission), you should tell us as soon as possible so that we can take steps to protect your account. You may be entitled to a refund – this will depend on a number of factors (including whether the payment meant your account became overdrawn).

In this table we refer to **payment details** – this includes your debit card, debit card details and your security details.

What happened?	Will we refund you?
You acted fraudulently.	We won't refund you in any circumstances.
An unauthorised payment was taken from your account before you received your payment details.	We'll refund you (including any charges or arranged overdraft interest you've paid as a result of the payment being taken).
Your payment details were lost or stolen.	We'll refund all unauthorised payments but we may hold you responsible for the first £35 if we believe you should have been aware that your payment details were lost or stolen.
Your payment details were used to pay for something at a distance where the account holder doesn't need to be there (for example, online or over the phone).	We'll refund any unauthorised payments (including any charges or arranged overdraft interest you've paid as a result of the payment being taken).
You intentionally or with gross negligence failed to:  • use your payment details in accordance with these Terms (for example, you didn't take reasonable steps to keep your payment details safe); or  • tell us as soon as you became aware that your payment details were lost or stolen or that an unauthorised payment was taken from your account.	We won't refund you for any unauthorised payments that were made before you notified us, unless any part of the unauthorised payment created an overdraft on your account. If that happens, we can hold you responsible for the first £35 but will refund the rest of the overdrawn balance (including any charges or arranged overdraft interest you've paid as a result of the payment being taken).
In any other situation where an unauthorised payment was taken from your account.	We'll refund you (including any charges or arranged overdraft interest you've paid as a result of the payment being taken).

If you're entitled to a refund, you'll be refunded by the end of the business day after you told us that an unauthorised payment had been taken from your account. We may take longer to refund you if:

- · the unauthorised payment took place more than 13 months before you notify us; or
- · we reasonably suspect fraud.

#### 8.5 Payments processed without you agreeing the amount

If you authorise a payee to take a payment from your account without knowing how much the final payment will be (for example, when hiring a car or booking a hotel room), then you'll be refunded provided:

- · you didn't know the exact amount of the payment when you authorised it;
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
- the payment was made in the European Economic Area; and
- · you ask for a refund within 8 weeks of the date the payment left your account.

You won't be refunded if you gave your consent to the payment directly to us and at least 4 weeks in advance:

- we or the payee provided you with information about the payment; or
- information about the payment was made available to you through online banking or at any branch.

We may ask you for additional information to decide whether you should be refunded. We'll refund you, or explain why we're refusing the refund, within 10 business days of your request for a refund or (if we've asked you for additional information) within 10 business days of us receiving that information.

#### 8.6 Our general liability

We won't be responsible for any losses caused by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to extreme weather, terrorist activity or industrial action).

#### 9 Monthly account fees

Some of our accounts charge a monthly account fee. These are set out below:

Account	Monthly account fee
Reward	£2
Select Silver	£8
Reward Silver	£10
Select Platinum	£18
Reward Platinum	£20
Black	£30
Reward Black	£31
Student	£10 for International Students who open their account on or after 5 August 2018

The monthly account fee will be taken from your account 16 days after the end of your charging period (or the next business day if this is a Saturday, Sunday or bank holiday).

#### 10 Arranged overdrafts, unarranged overdrafts and unpaid transactions

#### 10.1 Arranged overdrafts

Arranged overdrafts are available on request if you're 18 or over and you meet our lending criteria.

If we provide you with an arranged overdraft, we'll send you an overdraft agreement setting out its terms (including your arranged overdraft limit).

Your arranged overdraft is not for a fixed period of time, however it's **repayable on demand**. This means that we can ask you to repay the full amount at any time.

We may also decide to reduce your arranged overdraft limit or end your overdraft agreement. We'll only take these steps if we have a valid reason (for example, we reasonably believe that you can't afford your arranged overdraft).

Before we demand repayment, reduce your arranged overdraft limit or end your agreement, we'll usually give you at least 30 days' notice, unless:

- you've broken any term of the agreement between you and us in a serious way;
- we reasonably suspect that your account has been used fraudulently or for illegal purposes; or
- we reasonably believe that you can't afford your arranged overdraft, in which case we may take these actions immediately.

#### 10.2 Unarranged overdrafts

If you give us an instruction which would result in:

- your account becoming overdrawn (or further overdrawn) without an arranged overdraft in place; or
- · your arranged overdraft limit being exceeded,

we'll treat this as a request for an unarranged overdraft.

To decide if your instruction would create an unarranged overdraft, we consider the available balance on your account (including any available arranged overdraft and any debit card payments that have been approved but haven't been taken from your account yet).

We'll decide whether or not to accept your request for an unarranged overdraft, taking your financial circumstances into account, unless we must reject it because of a restriction on your account (for example, you've registered for Overdraft Control).

If we allow a payment despite lack of funds (i.e. an unarranged overdraft to be created), this doesn't mean that your arranged overdraft limit has been changed or that we must allow any future payment that would have the same effect.

We will take arranged overdraft interest and any of our fees from your account even if this creates or increases an unarranged overdraft.

Unarranged overdrafts are repayable on demand, which means we can ask you to repay them at any time.

#### 10.3 Overdraft Control

Overdraft Control is only available on our Select account.

If you're registered for Overdraft Control we'll automatically reject any request for an unarranged overdraft by:

- · Direct Debit;
- · BACS payment;
- CHAPS payment;
- · standing order;
- · cheque; or
- · future dated payment.

We'll continue to accept the following payment instructions even if you're registered for Overdraft Control:

- payments made using your debit card where the retailer doesn't check with us, before
  accepting payment, that you have sufficient funds available in your account; and
- · any fees or arranged overdraft interest due from your account.

You can cancel Overdraft Control at any time. Your instruction will take effect by the next business day.

#### 10.4 Arranged overdraft interest

Arranged overdraft interest is calculated on the daily overdrawn balance (including arranged overdraft interest) on your account.

We don't charge arranged overdraft interest on any part of an arranged overdraft balance which represents an Unarranged Overdraft Usage Fee or an Unpaid Transaction Fee.

#### (a) Rates

Your arranged overdraft interest rates and buffers are set out below:

Account	Buffer	Nominal Monthly Rate %	Nominal Annual Rate %	EAR %
Student	-	0.00	0.00	0.00
Graduate	Year 1: £2,000 Year 2: £1,000	0.79	9.48	9.9
Select Reward Select Silver Reward Silver	£10	1.52	18.28	19.89
Select Platinum Reward Platinum	£250	1.52	18.28	19.89
Black Reward Black	£500	1.16	13.96	14.89
Tailored	£0	1.52	18.28	19.89

If you have a Tailored account, it may have been agreed that you pay arranged overdraft interest at a different rate than that shown above.

#### (b) When do you pay arranged overdraft interest if you have a buffer?

If you have a Select, Reward, Select Silver, Reward Silver, Select Platinum, Reward Platinum, Black or Reward Black account and you go overdrawn by more than your buffer or your arranged overdraft limit (whichever is lower), you'll pay arranged overdraft interest on the whole arranged overdraft balance.

If you have a **Graduate** account and you go overdrawn by more than the buffers set out above, you'll pay arranged overdraft interest on the amount of the overdrawn balance that exceeds the buffer at the rates shown above.

#### 10.5 Arranged Overdraft Usage Fee

If you have an arranged overdraft you may be charged an Arranged Overdraft Usage Fee.

Fee Amount		Maximum charge	
Arranged Overdraft Usage Fee	£6 when you use your arranged overdraft by more than your buffer	One fee per charging period (£6)	

#### 10.6 Unarranged overdraft fees

Fee	When could it be charged?	Amount	Maximum	
Unarranged Overdraft Usage Fee	If an unarranged overdraft of more than £10 is created on your account	£8 per day	9 fees per charging period (£72)	The monthly cap on
Unpaid Transaction Fee	If you instruct a payment that would create an unarranged overdraft and we refuse the payment due to lack of funds	£8	1 fee per charging period (£8)	unarranged overdraft charges is £80

We'll only charge an Unarranged Overdraft Usage Fee on a non-business day if there is an unarranged overdraft of more than £10 on your account at close of business on the next business day.

#### 10.7 Overdraft fees payable on each account

The table below sets out which fees may be charged on which accounts:

	Arranged Overdraft Usage Fee	Unarranged Overdraft Usage Fee	Unpaid Transaction Fee
Revolve Foundation Cashline Basic	×	×	×
Student	×	×	~
Graduate Tailored	×	~	V
Select Reward Select Silver Reward Silver Select Platinum Reward Platinum Black Reward Black	V	V	V
Select with Overdraft Control	~	×	×

#### 10.8 When will arranged overdraft interest and overdraft fees be taken from your account?

Any overdraft fee or arranged overdraft interest will be taken from your account 16 days after the end of the charging period it was incurred in (or the next business day if this is a non-business day). We'll give you at least 14 days' notice of how much we're going to charge you and when.

#### 10.9 Other costs

You're responsible for paying any costs we reasonably incur to obtain payment of your overdraft (for example, court fees).

#### 10.10 Repaying or reducing an overdraft

If your account is overdrawn, any money paid into your account will be applied in the following order:

- in repaying or reducing any unarranged overdraft balance;
- in repaying or reducing any part of the overdrawn balance which represents an Unpaid Transaction Fee or an Unarranged Overdraft Usage Fee; and
- in repaying or reducing any arranged overdraft balance.

## 11 Making changes to our agreement or changing your account to another account

#### 11.1 Making changes to the agreement

We can make changes to this agreement if we have a valid reason. For example, we can make changes to:

- comply with changes in law, industry codes or regulatory requirements;
- reflect changes in the systems, schemes or suppliers we use;
- remove a service we offer which is out of date or not being used (either by you or our customers in general);
- reflect changes in inflation or the costs we reasonably incur in providing accounts or services; or
- · make the agreement clearer or more favourable to you.

#### 11.2 Changing your account

We can change your current account to another current account in our range that we reasonably believe is appropriate for you. We can do this if we have a valid reason. For example, we can change your account if:

- we decide to stop offering that particular type of account;
- you're not eligible for the account or associated benefits (for example, if you move outside the UK, if we introduce new eligibility criteria, or we change any existing eligibility criteria for your account and you don't meet these); or
- we reasonably believe your account is not appropriate for you (for example, you're paying for an account that you no longer or rarely use).

#### 11.3 Changing your interest rates

We can change the interest rate on your account to:

- respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
- respond proportionately to changes in the interest rates charged by other banks and financial institutions on personal current accounts;
- · reflect changes in the costs we reasonably incur for providing your account; or
- reflect changes to the banking or financial system or changes in law, industry codes that we follow, the decision of an ombudsman or any other regulatory requirement.

#### 11.4 Telling you about changes to the agreement

If we:	Notice we'll give you	How we'll give you notice				
<ul> <li>introduce a new service;</li> <li>decrease or remove a fee; or</li> <li>decrease or remove arranged overdraft interest rates</li> </ul>	We may make the change immediately and will give you details of the change within 30 days.	By:				
Change: <ul><li>any benefit provider; or</li><li>any benefit terms</li></ul>	At least 30 days	post     email (to the email address you gave us); or				
increase arranged overdraft interest rates	At least 30 days	secure message to your inbox in online banking				
convert your account to another account	At least 60 days					
decrease credit interest rates	At least 60 days					

18 (continued)

If we:	Notice we'll give you	How we'll give you notice
• increase credit interest rates	Either before the change takes effect or at the earliest opportunity afterwards.	By:  advertising the change in at least three daily newspapers and on our website rbs.co.uk; or  displaying a notice of the change in our branches
Make any other changes to:  • these Terms; or  • your overdraft agreement (this includes increasing a fee)	At least 60 days	By:  • post  • email (to the email address you gave us); or  • secure message to your inbox in online banking

We'll assume that you've accepted the changes unless you switch or close your account before the changes take effect. You always have the right to switch or close your account and there are no closure fees.

#### 11.5 Transferring rights or obligations under this agreement

We may transfer our rights or responsibilities under this agreement to another person or organisation in the future. We'll only do this if we reasonably believe that you'll be treated to a similar standard after the transfer as we treated you beforehand.

#### 12 Closing your account

#### 12.1 How to close your account

You can close your account at any time and there are no closure fees. If you close your account, you'll have to pay any charges for services you've used before you close your account (for example, if you've used an arranged overdraft, you'll need to pay any fees and/or interest you've been charged for using your arranged overdraft). We'll forward any money in your account to you after you repay any money you owe us.

#### 12.2 When we can close your account

We can close your Foundation account or Basic account immediately if:

- · you used or attempted to use your account for illegal purposes;
- you were not entitled to open the account but you provided us with incorrect information when you applied for your account; or
- you behave in a threatening or violent manner towards our staff.

We can close your Foundation account or Basic account by giving you 60 days' notice if:

- · there's been no transaction in or out of your account for at least 24 months;
- you're no longer legally resident in the European Union; or
- you have access to another current account in the UK which you opened after your Foundation or Basic account.

We can close any other account immediately if:

- we reasonably suspect that you've given us false information, which was a significant factor in our decision to open your account (or to continue to provide it to you);
- we reasonably suspect that your account (or any other account you hold with us) is being used, or is planned to be used, for an illegal purpose;
- · you behave in a threatening or violent manner towards our staff;
- we're required to do so by law or regulation;
- · you're declared bankrupt;
- · you've entered into a voluntary arrangement with your creditors to repay your debts; or
- · you've used your account for business purposes.

We can also close any other current account by giving you at least 60 days' notice.

#### 13 Making a complaint

If you're not completely happy with our service, we'd like you to let us know so that we can resolve your complaint as quickly as possible. You can contact us by:

- · visiting your nearest branch;
- calling 0800 151 0405 (Minicom 0800 404 6160)
- · visiting rbs.co.uk and use our online form; or
- writing to us free post at Customer Relations Manager, Bede House, 11 Western Boulevard, Leicester LE2 7EJ.

Our complaints process is set out in full in our leaflet *Unhappy with our service? – Making things better* which you can see online or request from one of our branches or telephone banking staff.

We'll do our best to respond to your complaint and resolve it as soon as we can but if you're not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations where we've not been able to resolve the complaint ourselves.

Our response to your complaint will outline any deadlines you have to contact the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at:

- Exchange Tower, London E14 9SR;
- 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile);
- · Complaint.info@financial-ombudsman.org.co.uk; or
- · www.financial-ombudsman.org.uk

You may also be entitled to use the European Commission's Online Dispute Resolution platform to resolve your complaint. The platform can be found at ec.europa.eu/odr

#### 14 How we use your information

#### 14.1 Who we are

We are a member of The Royal Bank of Scotland Group ("RBS"). For more information about other RBS companies please visit **rbs.com**, or contact your branch.

#### 14.2 The information we hold about you

**Your information** is made up of all the financial and personal information we hold about you and your transactions. It includes:

- · information you give to us;
- information that we receive from third parties (including other RBS companies, third
  parties who provide services to you or us and credit reference, fraud prevention or
  government agencies);
- information that we learn about you through our relationship with you and the way you operate your accounts and/or services such as the payments made to and from your accounts;
- information that we gather from the technology which you use to access our services (e.g. location data from your mobile phone, or an Internet Protocol (IP) address or telephone number); and
- information that we gather from publicly available sources, such as electoral register.

#### 14.3 Accessing your information and other enquiries

If you'd like a copy of the personal information we hold about you, please write to: Subject Access Request Team, The Royal Bank of Scotland Group, Ground Floor, Business House B, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ.

A fee of £10 is payable.

If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your information which are not answered here, please contact us on 03457 24 24 24.

#### 14.4 Changes to the way we use your information

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'll notify you and will allow a period of 60 days for you to raise any objections before the change is made. However, please note that in some cases, if you don't agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

#### 14.5 How we use and share your information with other RBS companies

We may use and share your information with other RBS companies. This information is used by us and them to:

- assess and process applications, provide you with products and services and manage our (or their) relationship with you and/or as part of a sale, reorganisation, transfer or other transaction relating to our business;
- understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- assess the quality of our service to customers and to provide staff training;
- improve the relevance of offers of products and services by RBS companies to our customers;
- recover debt:
- confirm your identity, including voice-recognition technology and other identification procedures;
- prevent and detect crime, including fraud and money laundering;
- · comply with legal and regulatory obligations; and
- identify our customers' use of third party products and services in order to facilitate the uses of customers' information detailed above.

Account decisions may be taken based on solely automated checks of information from credit reference agencies and internal RBS records.

#### 14.6 Sharing with third parties

We won't share your information with anyone outside RBS except:

- · where we have your permission;
- · where required for your product or service;
- where we are required by law and to law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- to third parties providing services to us, such as market analysis and benchmarking and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;

- · to debt collection agencies;
- to credit reference and fraud prevention agencies;
- to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- where required for a sale, reorganisation, transfer or other transaction relating to our business:
- in anonymised form as part of statistics or other aggregated data shared with third parties;
- where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above; or
- with your consent, to any third party provider you ask to provide you with account information or payment initiation services.

We will only share your information with third parties on a limited basis following due diligence and in accordance with our internal procedures.

In the event that any additional authorised users are added to your account, you and the additional account user authorise us to pass information about you to the other user.

RBS won't share your information with third parties for marketing purposes.

If you consent to a third party provider accessing your accounts to provide their services, this carries a risk. We're not responsible for any such third party provider's use of your account information. This will be governed by their agreement with you and any privacy statement they provide to you.

#### 14.7 Transferring information overseas

We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

#### 14.8 Marketing information

If you have permitted us to do so, then we'll send you relevant marketing information (including details of other products or services provided by us or other RBS companies which we believe may be of interest to you), by mail, phone, email, text and other forms of electronic communication.

If you change your mind about how you'd like us to contact you or you no longer wish to receive this information, you can tell us at any time by contacting us on **03457 24 24 24**, through online banking or in branch.

#### 14.9 Communications about your account

We'll contact you with information relevant to the operation and maintenance of your account, including updated information about how we process your personal information, by a variety of means including via online banking, mobile banking, email, text message, post and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes.

We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in General Term 14.5 above.

#### 14.10 Credit reference and fraud prevention agencies

We may access and use information from credit reference agencies when you open your account and periodically to:

- · manage and take decisions about your accounts;
- · prevent fraud and money laundering;

- · check your identity; and
- · trace debtors and recover debts.

We may share information with credit reference agencies about how you manage your account including your account balance, credit limit and any arrears or default in making payments. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.

If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:

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

We and other organisations may access and use this information from other countries. If you'd like a copy of your information held by the credit reference and fraud prevention agencies we use, please visit your branch where you can obtain their contact details. The agencies may charge a fee.

#### 14.11 How long we keep your information

We'll keep your information for as long as it's required by us or other RBS companies (even if you close your account) in order to comply with legal and regulatory requirements, or for other operational reasons, such as dealing with any queries relating to your account.

#### 14.12 Security

We're committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we are taking to protect your information please visit <a href="https://www.rbs.co.uk/security">www.rbs.co.uk/security</a>

### **Account Specific Terms**

#### 1 Revolve

- 1.1 Revolve accounts are available to individuals aged 11 to 18.
- 1.2 We'll change your Revolve account to a Select account after you turn 18. We'll always give you at least 60 days' notice before we do this.
- 1.3 Standing orders and Direct Debits are not available on your Revolve account.
- 1.4 Arranged overdrafts are not available on your Revolve account.
- 1.5 Cheque books are not available on your Revolve account.

#### 2 Student

- 2.1 Student accounts are available to individuals who are:
  - · completing a full time undergraduate course lasting at least 2 years;
  - · completing a full time postgraduate course; or
  - training as a nurse, at a UK university or college.
- 2.2 Students who opened their account when they had been living in the UK for less than 3 years are referred to in these Terms as International Students.
- 2.3 You must use your Student account as your main account by depositing your wages or other regular income into it.
- 2.4 If you open your Student account from 5 August 2018 onwards, you can choose one of the additional benefits listed on rbs.co.uk/student. To be eligible for the benefit you must register for online banking and choose to receive electronic statements on your Student account.
- 2.5 After you graduate:
  - if you're an International Student, we'll change your Student account to a Select or Foundation account; and
  - if you're not an International Student, we'll change your Student account to a Graduate account.

Your account will be changed during the calendar year after you graduate and we'll always give you at least 60 days' notice before we do this.

#### 3 Graduate

- 3.1 Graduate accounts are available to individuals aged 18 or over who have:
  - held a Student account;
  - graduated from a full time higher education course at a UK university or college lasting at least 2 years during the past 2 years; or
  - completed training as a nurse at a UK university or college during the past 2 years.
- 3.2 You must use your Graduate account as your main account by depositing your wages, salary or other regular income into it.
- 3.3 We'll change your Graduate account to a Select account two years after you graduate. We'll always give you at least 60 days' notice before we do this.

#### 4 Select (including Premier Select)

Select accounts are available to individuals aged 18 or over.

#### 5 Reward (including Premier Reward)

- 5.1 Reward accounts are available to individuals aged 18 or over.
- 5.2 You can earn points (known as "Rewards") by using your Reward account. For details about how you can earn Rewards please see the MyRewards Terms.
- 5.3 If you open your Reward account from 26 June 2017 onwards, you must:
  - pay at least £1,500 in total every calendar month into any personal current account(s) you hold with us (excluding a Foundation account, Basic account or a current account mortgage product). The £1,500 can't be paid in from a current account or savings account you hold with us, and
  - log into our online banking or mobile banking service at least once every three calendar months.

If you don't meet this criteria, we may convert your Reward account to a Select account (which means you'll stop earning Rewards on household bills).

#### 6 Reward Silver

- 6.1 Reward Silver accounts are available to individuals aged 18 or over.
- 6.2 You can earn points (known as "Rewards") by using your Reward Silver account. For details about how you can earn Rewards please see the MyRewards Terms.
- 6.3 You can use the benefits listed in 'Silver Benefit Terms' and 'Silver Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eliqibility requirements.
- 6.4 If you open your Reward Silver account from 26 June 2017 onwards, you must log into our online banking or mobile banking service at least once every three calendar months.

#### 7 Reward Platinum

- 7.1 Reward Platinum accounts are available to individuals aged 18 or over.
- 7.2 You can earn points (known as "Rewards") by using your Reward Platinum account. For details about how you can earn Rewards please see the MyRewards Terms.
- 7.3 You can use the benefits listed in 'Platinum Benefit Terms' and 'Platinum Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eligibility requirements.
- 7.4 If you open your Reward Platinum account from 26 June 2017 onwards, you must log into our online banking or mobile banking service at least once every three calendar months.

#### 8 Reward Black (including Premier Reward Black)

- 8.1 Reward Black accounts are available to individuals aged 18 or over.
- 8.2 You must pay your salary or other regular income into your Reward Black account.
- 8.3 You can earn points (known as "Rewards") by using your Reward Black account. For details about how you can earn Rewards please see the MyRewards Terms.
- 8.4 You can use the benefits listed in 'Black Account Benefit Terms' and 'Black Account Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eligibility requirements.
- 8.5 If you open your Reward Black account from 26 June 2017 onwards, you must log into our online banking or mobile banking service at least once every three calendar months.

#### 9 Foundation

- 9.1 Foundation accounts are only available to individuals aged 18 years or over who are not eligible for any other current account in our range due to their credit score.
- 9.2 You can only have one Foundation account (this can be a sole account or a joint account).
- 9.3 Arranged overdrafts are not available on your Foundation account.
- 9.4 Cheque books are not available on your Foundation account.

#### 10 Tailored

Tailored accounts are not on sale.

#### 11 Select Silver

- 11.1 Select Silver accounts are not on sale.
- 11.2 You can use the benefits listed in 'Silver Benefit Terms' and 'Silver Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eligibility requirements.

#### 12 Select Platinum

- 12.1 Select Platinum accounts are not on sale.
- 12.2 You can use the benefits listed in 'Platinum Benefit Terms' and 'Platinum Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eligibility requirements.

#### 13 Black

- 13.1 Black accounts are not on sale.
- 13.2 You must pay your salary or other regular income into your Black account.
- 13.3 You can use the benefits listed in 'Black Account Benefit Terms' and 'Black Account Travel Insurance Terms' provided that you're resident in the UK and that you meet any additional eligibility requirements.
- 13.4 If your Black account is closed any associated credit or charge card account will either be closed (in which case you must repay any amounts owed) or the balance will be transferred to an alternative credit or charge card. An associated credit or charge card is one you were able to apply for because you held a Black account.

#### 14 Basic

- 14.1 Basic accounts are not on sale.
- 14.2 Arranged overdrafts are not available on your Basic account.
- 14.3 Cheque books are not available on your Basic account.

#### 15 Cashline

- 15.1 Cashline accounts are not on sale.
- 15.2 Arranged overdrafts are not available on your Cashline account.
- 15.3 Cheque books are not available on your Cashline account.

# Graille, large print or audio format? If you'd like this information in another format, call us on 03457 24 24 24 (Minicom 0800 404 6160)

The product(s) mentioned in this literature is/are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website **FSCS.org.uk** 

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our registration number is 114724.

Calls may be recorded.

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