

- RBS Personal & Private Savings Account Terms
- Personal & Private Savings Account Additional Charges and Fees Information
- Fixed Rate Bond Terms
- Fixed Term Savings Account Terms
- Fixed Rate ISA Terms

For savings  
accounts opened  
on or after  
**18 November**  
**2013**

This brochure shows you the Terms and other important information for savings accounts and fixed rate products opened on or after 18 November 2013. If you have any questions, please just pop into branch or call us on **0808 100 9510** (Minicom 0800 404 6160).

## Changing your mind

- **For customers with a Fixed Rate Bond**, please see page 26 for details of your cancellation rights.
- **For customers with a Fixed Term Savings Account**, please see page 36 for details of your cancellation rights.
- **For customers with a Fixed Rate ISA**, please see page 47 for details of your cancellation rights.

### For all other savings account customers

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

- 'RBS Personal & Private Savings Account Terms';
- 'Personal & Private Savings Account Additional Charges and Fees Information'; and
- 'Savings Interest Rates', Information Sheet or any other confirmation of the interest or bonus rate that we provide you.

## How do you cancel your account?

If you wish to cancel a branch based account, you must give written notice to the branch. Please see our online branch locator at [rbs.co.uk/branch](http://rbs.co.uk/branch) to find your local branch address. You can then either post your written notice or hand it in.

If you wish to cancel an account which is not branch based, you must give written notice to the address given in the Account Specific Terms which apply to your account (you will find these in the 'RBS Personal & Private Savings Account Terms').

If you cancel your account within the 14 day period, we will return all the money in your account to you along with any interest it has earned and we will ignore any notice period and 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.

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

The 14 day cancellation period does not apply:

- (a) if you have an account (excluding a cash ISA), where the rate of interest is fixed for a period of time following conclusion of the contract; or
- (b) if you have an account whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period.

Your cancellation rights set out above will not be affected by any Account Specific Terms which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

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RBS Personal  
& Private  
Savings  
Account Terms



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## Introduction

- (i) These Terms form part of the agreement between you and us, The Royal Bank of Scotland plc. The 'Personal & Private Savings Account Additional Charges and Fees Information' leaflet (which details charges); and the interest rate terms in the 'Savings Interest Rates' leaflet or in the Information Sheet or any other confirmation of the interest or bonus rate that we provide to you also form part of the agreement. Additional or up-to-date copies of these Terms (and any other documents which form part of the agreement between you and us) are available on request. These Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.
- (ii) The Terms are divided into two parts:
- (A) General Terms
- these apply to all savings accounts we offer to personal and private customers.
- (B) Account Specific Terms
- these apply to particular savings accounts only.
- (iii) If an Account Specific Term is inconsistent with any General Term, the Account Specific Term will take priority and apply, except where we give you a right to switch or close your account without loss of interest or additional charges.
- (iv) Our range of savings accounts are categorised in the Contents section of these Terms and in the Account Specific Terms as either "Payment Accounts" or "Non-payment Accounts". Unless a General Term says otherwise, it applies to both Payment Accounts and Non-payment Accounts.
- (v) A "business day" is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. Some services can be used on non-business days but transactions carried out on these days will be treated as being carried out as part of the next business day's transactions. References to "cleared" mean when funds paid in are used for calculating interest. Please note that for paying in cheques, cleared can have a different meaning, which is that the receipt of funds cannot be reversed. If we allow payments against uncleared receipts that does not mean we will do so again in the future. If you request details of your cleared balance at the counter or on the telephone you will be given the account balance used for calculating interest, and the cleared balance advised to you may be subject to adjustment if a cheque is returned unpaid no later than six business days after being paid in.
- (vi) If your address is in Scotland:
- Scots law applies to these Terms; and
  - the Scottish courts have non-exclusive jurisdiction over any disputes arising between you and us.
- (vii) If your address is in England or elsewhere:
- English law applies to these Terms; and
  - the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

## General Terms

### 1 YOUR INFORMATION

#### 1.1 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](http://rbs.com) and click on 'About Us', or contact your branch or Relationship Manager.

#### 1.2 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 or fraud prevention agencies);
- information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

### **1.3 Accessing your information and other enquiries**

1.3.1 If you would like a copy of the 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.

1.3.2 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**.

### **1.4 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 will 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 do not 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.

### **1.5 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:

- (a) assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- (b) understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- (e) assess the quality of our service to customers and to provide staff training;
- (f) improve the relevance of offers of products and services by RBS companies to our customers;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.

### **1.6 Sharing with third parties**

1.6.1 We will not share your information with anyone outside RBS except:

- (a) where we have your permission;
- (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (c) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- (d) to debt collection agencies;
- (e) to credit reference and fraud prevention agencies;
- (f) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (g) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (h) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (i) 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.

1.6.2 We will not share your information with third parties for marketing purposes.

### **1.7 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.

### **1.8 Marketing information**

If you have permitted us to do so, then we will 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 would 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 our online banking service or at your local branch.

## **1.9 Communications about your account**

- 1.9.1 We will contact you with information relevant to the operation and maintenance of your account 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.
- 1.9.2 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in General Term 1.5 above.

## **1.10 Credit reference and fraud prevention agencies**

- 1.10.1 We may access and use information from credit reference agencies when you open your account and periodically to:
- (a) manage and take decisions about your accounts;
  - (b) prevent fraud and money laundering;
  - (c) check your identity; and
  - (d) trace debtors and recover debts.
- 1.10.2 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.
- 1.10.3 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.
- 1.10.4 We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- (a) applications and managing credit or other facilities and recovering debt;
  - (b) insurance proposals and claims; or
  - (c) details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- 1.10.5 If you would 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.

## **1.11 How long we keep your information**

We will keep your information for as long as it is 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.

## **1.12 Security**

We are 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 [personal.rbs.co.uk/personal/security-centre.html](https://personal.rbs.co.uk/personal/security-centre.html).

## **2. USE OF ACCOUNTS**

### **2.1 Personal use**

Accounts are available only to individuals (including trustees under a formal written trust).

### **2.2 Instructions**

- 2.2.1 You authorise us to act on your instructions.
- 2.2.2 Your instructions can be given in writing (which must include your signature(s)), by cash machine if applicable to your account, or, where we agree, by telephone, online, mobile message or by any other means we tell you are available. You must use the security procedures we notify you of from time to time. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). The sort code and account number of an account identifies it, not the name of the account holder.
- 2.2.3 Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may 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. We may choose to proceed without obtaining further telephone confirmation of the instruction.



- 2.2.4 We may delay or refuse to act if:
- (a) we reasonably believe that you did not give the instruction;
  - (b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;
  - (c) your instructions are unclear, incomplete or not in the required form;
  - (d) complying would be contrary to law, regulation or any applicable code;
  - (e) it would cause you to exceed any limit or restriction which applies to your account; or
  - (f) the payment is not in Sterling, unless we agree otherwise.

2.2.5 If we refuse to make a payment:

- (a) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will be given); and
- (b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

### 2.3 Joint accounts

- 2.3.1 With a joint account, references to you in these Terms includes each account holder jointly and severally.
- 2.3.2 All of you are jointly and severally liable for any money owed to us. This means that we have the right to ask all or any one of you to repay the full amount of any money you owe us and not just a share. This applies whether or not you are aware of the debt.
- 2.3.3 Any one of you may give instructions including withdrawing the full balance.
- 2.3.4 Any one of you may instruct us only to accept instructions from all of you acting together. If this happens all instructions must be in writing and signed by all of you. This means you will be unable to use our telephone, mobile and online banking services, which depend on us being able to accept instructions from any one of you.
- 2.3.5 If one of you dies, we will accept instructions from the survivor(s) and the account will pass into their name(s).

### 2.4 Protecting your account

You must:

- (a) keep your personal identification number (“PIN”) and other security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your account by phoning us on **0345 300 3986** (or **+44 870 513 3550** from abroad) or by contacting your local branch.

## 3 PAYMENTS INTO YOUR ACCOUNT

### 3.1 Cash and electronic funds

- 3.1.1 Cash paid in at a branch will be added to your account and treated as cleared immediately.
- 3.1.2 Cash paid into a quick deposit facility before 3.30pm on a business day will be added to your account and treated as cleared on the same day. Otherwise, it will be processed the next business day.
- 3.1.3 Cash paid in at a Post Office® using a pay-in slip will be added to your account and treated as cleared when we receive the cash from the Post Office® (which is usually two business days after you pay it in).
- 3.1.4 Electronic transfers will be added to your account and treated as cleared immediately upon receipt.
- 3.1.5 You may not have your wage or salary paid directly into your account.

### 3.2 Cheques

- 3.2.1 If a Sterling cheque is paid in at a branch before 3.30pm on a business day, the money will be added to your account on the same day. If a Sterling cheque is paid in at any of our branches after 3.30pm on a business day or on a non business day, the money will be added to your account on the next business day. If a Sterling cheque is paid in at a Post Office®, the money will be added to your account when we receive it from the Post Office® (which is usually two business days after you pay it in). The money will be counted for interest purposes no later than four business days after it was added to your account. There may be legal reasons or limited circumstances beyond our control which prevent a receipt or make clearance take longer than these time periods.

- 3.2.2 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 debit the amount of the cheque from your account no later than the end of the sixth business day after it was paid in. After that, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 3.2.3 Cheques not issued by a UK bank or building society and foreign currency cheques have different clearing procedures and longer time periods may apply.

### **3.3 Interest**

- 3.3.1 Interest is calculated daily and is paid either monthly, quarterly or annually as detailed in the Account Specific Terms.
- 3.3.2 Interest payable will be fixed or variable and may be tiered which means that the rate you receive will depend on the balance in your account.
- 3.3.3 The interest rate that applies to your account and details of any tiers are set out in our leaflet 'Savings Interest Rates', Information Sheet or in any other confirmation of the interest or bonus rate we provide you.
- 3.3.4 You can obtain information about our interest rates at any of our branches, by calling **0800 121 129**, visiting our website **rbs.co.uk**, logging into our online banking service or referring to your statement.

## **4 PAYMENTS OUT OF YOUR ACCOUNT**

### **4.1 Withdrawals**

- 4.1.1 If the cleared balance on your account is sufficient, you may make payments or withdrawals. For your protection, there is a daily limit on the amount of cash you can withdraw from a cash machine.
- 4.1.2 You may ask us to check the status of a payment you have instructed. This may involve relying on another bank, building society or organisation involved in processing or receiving the payment for information.

### **4.2 Cheques, standing orders and Direct Debits**

- 4.2.1 Cheque books are not available on your account.
- 4.2.2 Standing orders and Direct Debits are not permitted on your account.

### **4.3 Timescales for making payments**

- 4.3.1 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 two 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 two hours to credit the payee's account.
- (b) If we cannot use the Faster Payments Service to make the payment, we will advise you of alternative methods of making the payment. In these circumstances, where the payment is to be made in the European Economic Area (EEA), payments will be credited to the payee's account as follows:
- Payments in Sterling (to an account in the UK) or Euro (to an account in the EEA) will reach the institution holding the account by the end of the next business day following receipt of your instructions.
  - Paper-based instructions for payments in Sterling (to an account in the UK) or Euro (to an account in the EEA) will reach the institution holding the account by the end of the second business day following receipt of your instructions.
  - All other payments 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.
- 4.3.2 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.

- 4.3.3 Where you require a currency conversion between Euro and Sterling, the payment will reach the institution holding the account by the end of the next business day following receipt of your instructions where:
- (a) the receiving account is held in the UK; or
  - (b) in the case of a cross-border payment, the cross-border transfer takes place in Euro and in the EEA.

For other currency conversions, different timescales apply.

#### **4.4 Cancellation of a payment**

To cancel a future dated payment, you must instruct your branch (or any other person(s) we tell you) in writing, or by telephone (followed by written confirmation). You will not be able to cancel a future dated payment if you do not tell us before we are committed to make the payment from your account. You must include in the cancellation instruction the name of recipient, amount and due date for payment.

#### **4.5 Unauthorised or incorrect payments**

- 4.5.1 This Term sets out your and our responsibilities if unauthorised or incorrect payments are made from your account. It does not deal with the effects of misusing of a card, which is covered in the Card Terms.
- 4.5.2 If you suspect that an unauthorised or incorrect payment has been made from your account, please contact us immediately by phoning us on **0345 724 2424** or contacting your local branch.
- 4.5.3 If you do not tell us promptly and in any event within 13 months after the date the payment was debited from your account, you will not be entitled to have any error corrected, payment amount refunded or to be compensated for any loss suffered. Otherwise and subject to General Terms 4.5.4 to 4.5.7, an unauthorised or incorrect payment of which you have given notice will be refunded and, where applicable, your account will be restored to its position had the unauthorised or incorrect payment not taken place. We will have no further liability to you in relation to any unauthorised payment.
- 4.5.4 You are responsible for the payment and your account will not be refunded where you have acted fraudulently. None of the provisions limiting your liability set out in General Term 4.5.5 to General Term 4.5.7 will apply.
- 4.5.5 Where you have:
- (a) allowed another person to make payments (other than someone that we have agreed may be allowed to use your account); or
  - (b) failed intentionally or with gross negligence, to keep your security details secret and a balance on your account is reduced by the unauthorised payment(s).
- You will be responsible for all payments made in this way before you tell us that any transactions are unauthorised.
- 4.5.6 You will not be responsible for any unauthorised payments where:
- (a) you have not yet received your security details; or
  - (b) these have been made by someone who has your security details and has used them without your authority to make a payment where the account holder does not need to be present, such as the purchase of goods or services by telephone, over the internet or mail order.
- 4.5.7 Unless General Terms 4.5.4 to 4.5.6 above apply, where your security details are lost or stolen, or you do not keep them safe as you are obliged to do under this agreement, you may be responsible for unauthorised transactions, up to a maximum of £50. You will not be responsible for any unauthorised payment which is made after you told us that your security details are no longer safe.

## **5 CHARGES**

- 5.1 You must pay the charges for the operation of your account and the supply of services requested by you. These charges will be debited from your account. The most common charges are set out in our leaflet 'Personal & Private Savings Account Additional Charges and Fees Information'. You can also find out about our charges by telephone, on our website [rbs.co.uk](http://rbs.co.uk), or by asking our branch staff. You will be told about the charges for any service not covered by the leaflet 'Personal & Private Savings Account Additional Charges and Fees Information' before it is provided.
- 5.2 If any tax or other charge is required to be paid to any authority in connection with your account, we may make the payment and debit it from your account.

## **6 OVERDRAFTS**

### **6.1 Arranged overdrafts**

Arranged overdrafts are not available on your account.

### **6.2 Unarranged overdrafts**

Instructions for a withdrawal or payment which would result in your account becoming overdrawn will be rejected.

## **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 which would affect our decision to open, or to continue to provide, your account;
- (b) we reasonably suspect that your account, or any other account you hold with RBS, is being used for an illegal purpose;
- (c) you behave in a threatening or violent manner towards our staff;
- (d) you were not entitled to open your account; or
- (e) we are required to do so by law or regulation.

7.1.2 We can also close your account by giving you notice as set out below (please see the Contents section of these Terms to identify if your account is a Payment Account or a Non-payment Account):

- (a) where your account is a Payment Account, we will give you not less than 60 days' notice; or
- (b) where your account is a Non-payment Account, other than an account of fixed duration, we will give you not less than 60 days' 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, we can only close your account under General Term 7.1.1.

### **7.2 Closure by you**

You can close your account at any time for any reason without charge unless the Account Specific Terms say otherwise. We will forward any credit balance on your account to you after you have given us written notice that you wish to close the account.

### **7.3 Conversion**

We can convert your savings account to another savings account in our range. We will only do this if:

- (a) we have a valid reason for converting your account; and
- (b) we give you notice not less than 60 days before we convert it.

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

## **8 LIABILITY**

### **8.1 Our liability**

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.

## **9 COMMUNICATIONS**

9.1 We will contact you and provide communications to you by:

- (a) post;
- (b) phone;
- (c) email to the email address you have provided us;
- (d) secure message to online banking (if you have registered for online banking);
- (e) text message to the mobile phone number you have provided us; or
- (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (for example by a PDF or other similar electronic attachment).

- 9.2 We will provide you with statements at least once every three months. Monthly statements are available through online banking (if you elect to receive electronic statements) or on request through your branch.
- 9.3 You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- 9.4 If your contact details change, you should tell us promptly to ensure you receive your communications.
- 9.5 All communications to you will be in English.

## **10 CHANGES TO THE AGREEMENT**

### **10.1 Notification of changes to the agreement**

- 10.1.1 If we have a valid reason for doing so, we may change:
  - (a) these Terms and the 'Personal & Private Savings Account Additional Charges and Fees Information' leaflet; and
  - (b) the 'Savings Interest Rates' leaflet or the Information Sheet or any other confirmation of the interest or bonus rates that we provide you by giving you at least 60 days' notice before the change comes into effect.
- 10.1.2 If your account is of a fixed duration, we will only make changes under General Term 10.1.1 for one or more of the following reasons:
  - (a) to reflect a change in any requirements or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
  - (b) to reflect a change in the law or a decision by a court or ombudsman;
  - (c) to reflect changes in any codes of practice to which we subscribe;
  - (d) to enable us to make reasonable changes to the way we manage your account as a result of changes in technology or in the systems used by us;
  - (e) to provide for an improvement to any services or facilities we offer in connection with your account, or the introduction of any new service or facility;
  - (f) to proportionately reflect legitimate cost increases or reductions associated with providing the particular account, service or facility; or
  - (g) to make these Terms clearer.
- 10.1.3 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 Terms or a summary of the changes. You can request a copy of the Terms at any time and they are also available online at [rbs.co.uk](https://www.rbs.co.uk)
- 10.1.4 If we give you notice of a change under General Term 10.1.1 above, 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.

If you do not switch or close your account, you will be deemed to have accepted the changes.

This right will not be affected by any Account Specific Terms 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:
  - (a) to respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
  - (b) to respond proportionately to changes in the interest rates paid by other banks and financial institutions on personal 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 meet changes in regulatory requirements; or
  - (f) to reflect changes in any applicable codes of practice.
- 11.1.2 We will not change an interest rate which, under the Account Specific Terms, is fixed or tracks a specified rate or index.
- 11.1.3 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. This right will not be affected by any Account Specific Terms which would otherwise prevent you closing your account or closing it without loss of interest or additional charges. If you do not switch or close your account, you will be deemed to have accepted the changes.

## 11.2 Notification of changes to interest rates

- 11.2.1 We will give you notice of any change we make to the interest rates which apply to your account as follows (please see the Contents section of these Terms to identify if your account is a Payment Account or a Non-payment Account):
- (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 give you notice 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 in a way that is materially to your disadvantage, we will give you notice 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.
  - (d) If your account is a Non-payment Account and we are changing the interest rates 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 such as, but not limited to, the Bank of England Base Rate, we will change the interest rate on your account within 30 days of any change to the specified external rate or index. We will give you notice of the change at the earliest opportunity after the change comes into effect.
- 11.2.2 We will give you notice under General Term 11.2.1(a), (d) or (e) by advertising the change in at least three national daily newspapers and on our website [rbs.co.uk](https://www.rbs.co.uk). Where the change applies to branch based accounts, we will also display a notice of the change in our branches.

## 11.3 Exchange rates

- 11.3.1 Our exchange rates are based on a reference rate which is our prevailing rate for the day. The reference rate is published at [rbs.co.uk/personal/travel/g1/money/exchange-rates.ashx](https://www.rbs.co.uk/personal/travel/g1/money/exchange-rates.ashx). We may change our exchange rates immediately and without notice to you where such changes reflect a change in the reference rate or where the change is more favourable to you.
- 11.3.2 Any transaction made in a foreign currency using your debit card or ATM card is converted into Sterling using the Visa Payment Scheme Exchange Rate. To see the up-to-date rates used for debit cards and ATM cards visit [www.visaeurope.com](https://www.visaeurope.com) and click on the Cardholders section.

## 12 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT

We may transfer, assign, or pass our rights or obligations under the agreement or arrange for any other person or organisation (a "Transferee") to carry out our rights or obligations under the 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. You can obtain a leaflet called "Making things better – Unhappy with our service?" describing those procedures at any of our branches or by telephone or you can look on our website [rbs.co.uk](https://www.rbs.co.uk)

- 13.2 The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that consumers and financial businesses have not been able to resolve between themselves.
- 13.3 If for some reason we have not been able to resolve your complaint within eight weeks, or you are not satisfied with the resolution you can refer your complaint to the Financial Ombudsman Service. If you receive a final response letter from us and you want to contact the Financial Ombudsman Service, you will need to do this within six months of receiving our final response letter. To find out more about the service visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 13.4 You can contact the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service  
Exchange Tower  
LONDON  
E14 9SR

Alternatively, you can phone them on **0800 023 4567**.

## **14 REMOTE BANKING TERMS**

### **14.1 Introduction**

This Term applies if we have agreed that you may use our telephone and/or online banking services to operate your account.

### **14.2 Security procedure**

14.2.1 You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

14.2.2 You must not disclose your security details to any other person or online service or record them in any way that may result in them becoming known to another person or online service.

After initial registration 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.

14.2.3 If you suspect someone knows your security details you must contact us immediately.

14.2.4 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 our services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.

14.2.5 You are responsible for making sure information either stored or shown on your device(s) is kept secure.

### **14.3 Transactions**

Where you instruct us to make a payment through the services, 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.

### **14.4 Availability of the services**

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network, or in the case of mobile networks, where you are not in an area of mobile coverage.

### **14.5 Variation/termination of the services**

14.5.1 We may suspend, withdraw or restrict the use of our services where:

- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or

(c) 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

- 14.5.2 You may give us notice to terminate your use of our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.

## **15 CARD TERMS**

### **15.1 Introduction**

- 15.1.1 Our Card Terms apply if you have been issued with a card on your account.

### **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 **0370 600 0459** (or **+44 870 513 3550** from abroad). If you are unable to communicate in any other way, you must write immediately to your branch or to The Royal Bank of Scotland plc, Edinburgh Card Centre, PO Box 2000, The Younger Building, 3 Redheughs Avenue, Edinburgh EH12 9RB.

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

- (a) sign cards on receipt;
- (b) keep all cards secure at all times and not allow any other person to use them;
- (c) on receiving a PIN advice slip memorise the PIN and then immediately destroy the PIN advice slip; and
- (d) never write down the PIN in any way which could be understood by someone else.

Failure to follow the above procedures may affect your liability for unauthorised payments.

### **15.3 Using your card**

- 15.3.1 As long as the cleared balance on your account 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 We will only debit the transaction from your account when we receive the request from the bank of the retailer or supplier of services. This means there may be a delay between using your card to make purchases and the transaction being debited from your account. We will debit your account within one business day of receiving the request for payment.
- 15.3.4 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 being used to pay any other debit from your account.
- 15.3.5 When there is a transaction in a foreign currency on your account, we will convert it into Sterling at our then current exchange rate.
- 15.3.6 You must not use your card:
- (a) before or after the period for which your card is valid;
  - (b) after we have notified you that we have suspended, withdrawn or restricted the use of your card;
  - (c) after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card;
  - (d) if we receive notice of the loss, theft or possible misuse of your card; or
  - (e) if your account is closed.
- 15.3.7 Your card remains our property. We may suspend, withdraw or restrict the use of the card for any of the following reasons:
- (a) we have reasonable grounds to suspect that your card details have not been kept safe;
  - (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your card;
  - (c) you have broken any term of this agreement;
  - (d) we have sent you a replacement card; or
  - (e) 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

15.3.8 We may require you to 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.

15.3.9 When we issue you with a replacement card, we may issue it under a different card 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.

15.3.10 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).

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

#### **15.4 Charges**

You will have to pay charges if you use your card in certain ways, as detailed in our leaflet 'Personal & Private Savings Account Additional Charges and Fees Information'.

#### **15.5 Additional cardholder(s)**

15.5.1 You may ask us to issue a card and PIN to someone else who is authorised to act on your behalf (for example, a person acting under a Power of Attorney given by you). If we agree, you are responsible for ensuring that any additional cardholder(s) complies with these Terms 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.

15.5.2 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.

#### **15.6 Passing information to third parties**

15.6.1 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 card scheme.

#### **15.7 Ending the use of your card**

15.7.1 You may end the use of your card 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).

15.7.2 If the use of your card(s) is ended, you remain responsible for all transactions carried out with the card(s).

#### **15.8 Misuse of your card**

Where your card is misused:

- (a) Unless you have acted fraudulently, you will not be responsible for any losses which result from:
  - misuse before your card came into your possession;
  - misuse **after you have told us** that your card is lost or stolen or that someone else knows your PIN.
- (b) In other circumstances, you will be responsible for:
  - all losses caused by the misuse of your card by someone who has it with your consent and which occur before you tell us that the card may have been misused;
  - losses of up to £50 resulting from the misuse of your card while it is out of your possession;
  - all losses caused by any misuse of your card which is a consequence of your fraud; and
  - all losses that arise because you have failed, intentionally or with gross negligence, to keep your card or your PIN details secret and where the misuse occurs before you tell us that your PIN details may have become known to someone else.

## Account Specific Terms

### Payment Accounts

#### 1 FIRST SAVER ACCOUNT

- 1.1 First Saver Accounts are available only to children aged 0 to 16 years of age (or up to 18 years if the account is held in trust and your address is not in Scotland), and can be:
  - (a) opened in the child's name if they are aged 7 to 16 years, with the consent of their parent or guardian; or
  - (b) opened in the name of an adult aged 18 years or over (the "adult trustee") on behalf of the named child. The adult trustee can hold the account in trust until the named child reaches age 16 (or age 18 if your address is not in Scotland).
- 1.2 The interest rate payable on your account is tiered and is paid quarterly on the first business day in January, April, July and October.
- 1.3 Withdrawals from the account by a child can only be made in branch. From the age of 11, the child can register for our telephone and online banking services.
- 1.4 For accounts held in trust for a named child:
  - (a) we can only accept instructions from the adult trustee. We cannot accept instructions from the named child;
  - (b) the account can be transferred into the child's name from age 7 at the request of the adult trustee;
  - (c) if the account is transferred into the child's name, this will involve the adult trustee's name being removed from the account so that the account is in the child's name only. We can then only accept instructions from the child on the First Saver Account. The adult trustee who opened the First Saver Account will not have access to the First Saver Account;
  - (d) if the adult trustee dies or lacks mental capacity, then another person may be appointed to operate the account. This person must be either:
    - (i) an adult aged 18 years or over. The new adult trustee can hold the account in trust until the named child reaches age 16 (or age 18 if your address is not in Scotland); or
    - (ii) if the named child is aged 7 years or over, the account can be transferred into the child's name with the consent of an adult aged 18 years or over. The adult trustee's name will be removed from the account.

In each case, we will provide the new adult trustee or named child with up to date copies of *RBS Personal & Private Savings Account Terms*.

- 1.5 For accounts in the child's name, when you reach age 16 we will change your First Saver Account to an Instant Saver Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *RBS Personal & Private Savings Account Terms*.
- 1.6 If the account is held in trust and the named child has reached age 16 or over (if your address is in Scotland) or 18 or over (if your address is elsewhere), the child is legally entitled to the money in the First Saver Account. To allow the child to access their money, in the year following the child's 16th birthday (if your address is in Scotland) or 18th birthday (if your address is elsewhere), we will convert the First Saver Account to an Instant Saver Account in the child's name. We will notify you (the adult trustee) personally at least 60 days before we do this at which time we will provide the named child with up to date copies of *RBS Personal & Private Savings Account Terms*. We can only accept instructions from the child on the new Instant Saver Account.
- 1.7 Interest will be paid net of tax unless we have received a valid, completed R85 form from you in which case interest will be paid without deduction of tax. The R85 form will be provided as part of the account opening process.

#### 2 INSTANT SAVER ACCOUNT

- 2.1 Instant Saver Accounts are only available to individuals aged 16 years or over, including personal trustees.
- 2.2 The interest rate payable on your account is variable, tiered and is paid on the first business day of each month.
- 2.3 Interest will be paid into your Instant Saver Account or into another account held by you at your branch.

#### 3 SPECIAL INTEREST ACCOUNT

- 3.1 The Special Interest Account ("SIA") is only available to individuals aged 18 years or over, including personal trustees, who:
  - (a) are private banking customers; and
  - (b) we invite to open a SIA.

- 3.2 The minimum balance is £1,000,000 unless we agree otherwise.
- 3.3 If you are no longer a private banking customer your SIA may be closed and any balance transferred to an Instant Saver Account (or equivalent).
- 3.4 When you open your SIA you must pay your initial deposit by electronic transfer from an account held in your name (or if you are opening your SIA jointly, from an existing joint account in the same names or from the personal accounts of each party to the SIA).
- 3.5 After you open your SIA, you may make further deposits by:
  - (a) Bank Giro Credit;
  - (b) over the telephone or online; or
  - (c) any other means we notify to you from time to time.
- 3.6 Interest will be paid at the rates as agreed with us. These rates will be set out in the Interest Rate Confirmation Letter we will send you at the same time as your SIA application form.
- 3.7 We will change the interest rates which apply to your SIA in line with changes in the Bank of England's Base Rate. This change will take effect within 24 hours of the Bank of England announcing a change to Base Rate and we will personally notify you at the earliest opportunity after the change comes into effect.
- 3.8 The interest rate payable on your account is variable and is paid monthly on the first business day of each month.
- 3.9 If your name(s) or address(es) change, or if you wish to close your account, you must tell us by writing to the branch where your SIA is held.

#### **4 INSTANT ACCESS SAVINGS ACCOUNT**

- 4.1 Instant Access Savings Accounts are not available to new customers other than individuals who hold or apply for an offset mortgage arrangement. Existing customers must be individuals aged 16 or over, including trustees under a formal written trust.
- 4.2 The interest rate payable on your account is variable and is paid annually on the first business day in May.

## **Non-payment Accounts**

### **ISA Account Terms**

#### **Introduction**

These ISA Account Terms are divided into two parts:

- (A) ISA General Terms
  - these apply to all our cash ISA accounts listed in these Terms.
- (B) ISA Account Specific Terms
  - these apply to particular ISA accounts only.

If an ISA Account Specific Term is inconsistent with any ISA General Term, the ISA Account Specific Term will take priority and apply.

#### **(A) ISA General Terms**

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

- 1 ISAs are only available to individuals aged 16 years or over who either:
  - (a) are resident in the United Kingdom; or
  - (b) have general earnings from overseas Crown employment which is subject to United Kingdom tax under Section 28 of the Income Tax (Earnings & Pensions) Act 2003, or are married to, or in a civil partnership with such a person.
- 2 You may only hold an ISA in your own name.
- 3 You may only be able to subscribe to a new cash ISA if you have not subscribed to another cash ISA, or you have not invested the maximum amount in a stocks and shares ISA in the tax year in which the subscription is made to the new cash ISA.
- 4 The cash held in your ISA must remain in your beneficial ownership. This means it must belong to you at all times. You must not use the money within your ISA as security for a loan or create any legal charge over it.
- 5 If you no longer meet the qualification criteria set out in ISA General Term 1, you will retain the benefits of your account up to the last business day you meet that criteria. Further deposits to your account can only be made if you satisfy the ISA qualification criteria again.

- 6 The maximum amount that can be paid into an ISA each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 7 The current annual subscription limits are available on our website [rbs.co.uk](https://www.rbs.co.uk)
- 8 You can withdraw money from your ISA at any time unless the ISA Account Specific Terms state otherwise. If you withdraw money from your ISA, you will not be able to deposit more money into your ISA if it means you will exceed the annual subscription limit.
- 9 If you do not deposit into your ISA during the course of a tax year (other than the tax year of application) you will need to complete a reactivation form if you want to deposit in a later tax year. The tax year is the period from 6 April in a year to 5 April of the following year.
- 10 Statements will be provided at least annually.
- 11 If you die, the interest earned on your ISA up to the date of your death will be exempt from tax. Any interest earned after the date of your death will not be exempt from tax.
- 12 If you instruct us to transfer your ISA, or part of your ISA, to another ISA manager, we will do so within five business days of receipt of your transfer instruction from your new ISA Manager, or where you specify a date of transfer, within five business days of this date.
- 13 We will tell you if we become aware that your ISA is or will become no longer exempt from tax under the ISA Regulations.
- 14 We will satisfy ourselves that any person to whom we delegate any of our functions and responsibilities under these ISA General Terms is competent to carry out those functions and responsibilities.

## **(B) ISA Account Specific Terms**

### **5 INSTANT ACCESS ISA**

- 5.1 The interest rate payable on your account is variable and is paid into your Instant Access ISA account annually on the first business day in April.

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 121882.

# 2.

Personal & Private  
Savings Account  
Additional  
Charges and  
Fees Information



## 1. Introduction

This leaflet contains information about the amount of the charges for foreign transactions, using your card and any additional services that are available on your account.

Please refer to our leaflet 'Savings Interest Rates' for information about the rates of interest that apply to your account.

All charges shown are correct as at 18 November 2013 unless otherwise specified and are subject to variation.

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

- phone our helpline – **0808 100 9510** (Minicom 0800 404 6160)
- look on our website: **rbs.co.uk/savings**
- ask any of our branch staff

This leaflet is also available in Braille, large print and on audio cassette. Please ask at any branch for a copy of the leaflet entitled 'Our services for customers with disabilities'.

## 2. Debit card and ATM card charges

This section sets out our charges for the transaction types listed below. It does not reflect any charges which a third party might charge you (for example, commission rates or ATM fees).

Debit card charges	
Transaction type	Charges
Sterling cash withdrawals from any UK cash machine	No charge
Sterling cash withdrawals from any Royal Bank of Scotland branch in the UK, the Channel Islands, Isle of Man or Gibraltar	
Sterling cash withdrawals in the UK in any bank, travel agent, bureau de change or other outlet displaying the Visa logo	
Purchase of foreign currency or travellers cheques in the UK	
Foreign currency withdrawal from any cash machine in the UK	We will charge a Foreign Cash Fee of 2% of the value of the transaction (minimum £2, maximum £5). We will also charge a Non-Sterling Transaction Fee of 2.75% of the value of the transaction.
Cash withdrawals or the purchase of currency or travellers cheques outside the UK	If you elect for the transaction to be converted into Sterling at the point of sale or withdrawal, we will not charge a Non-Sterling Transaction Fee, however, the transaction handler may charge you a separate fee.
Purchases made outside the UK (for example, purchasing goods in a shop)	
Purchases made anywhere in a foreign currency (for example, online/telephone purchases made in or outside the UK)	We will charge a Foreign Purchase Fee of 2.75% of the value of the transaction (minimum £1).

### ATM card charges

Transaction type	Charges
Sterling cash withdrawals from any UK cash machine	No charge
Sterling cash withdrawals from any Royal Bank of Scotland branch in the UK, the Channel Islands, Isle of Man or Gibraltar	
Foreign currency withdrawal from any cash machine in the UK	We will charge a Foreign Cash Fee of 2% of the value of the transaction (minimum £2, maximum £5). We will also charge a Non-Sterling Transaction Fee of 2.75% of the value of the transaction. If you elect for the transaction to be converted into Sterling at the point of withdrawal we will not charge a Non-Sterling Transaction Fee, however the transaction handler may charge you a separate fee.
Cash withdrawals from any cash machine outside the UK	

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

### Visa Payment Scheme Exchange Rate

Any transaction made in a foreign currency using your debit card or ATM card is converted by us into Sterling using the Visa Payment Scheme Exchange Rate. To see the up-to-date rates used for debit cards and ATM cards visit [www.visaeurope.com](http://www.visaeurope.com) and click on the Cardholders section.

## 3. Additional Services and Travel Money

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

### Additional Services

Providing a balance or interest certificate	<b>No charge</b>
Cashing a cheque issued on us	<b>No charge</b>
Cashing a cheque issued on other banks	<b>No charge</b>
Issuing a UK bank draft (Sterling) A special form of cheque that we can issue you which guarantees payment.	<b>£20</b>
Stopping a cheque When you wish to cancel a cheque that you have issued. (We will not charge you for cancelling lost or stolen cheques).	<b>£10</b>
Special presentation of a cheque A cheque made payable to you can be specially presented by post to confirm quickly (generally the following day) that it will be paid.	<b>£15</b>
Charge for court orders/legal processes served on the Bank brought by a third party against a customer (Scotland only) For example, when a court order brought about by a third party against you, forces us to freeze your account.	<b>£25 (minimum)</b>
Same day electronic transfer We can arrange same day electronic transfer of funds (CHAPS) between bank accounts in the UK.	<b>£23 – between banks £21 – between our branches</b>
Providing copies of paid cheques This also applies to providing details of paid cheques.	<b>No charge</b>

### Additional Services

Providing copies of statements When you require a copy of a previously issued statement.	<b>£3 for each request</b>
Replacing lost or damaged cards	<b>No charge</b>
Return of dividend counterfoils When we are required to return dividend counterfoils to you.	<b>£2 for each mailing</b>
Details of Visa Debit payments On your request, we can provide documentation of Visa Debit payments.	<b>No charge</b>
Banker's reference When a third party requests our opinion on your financial status.	<b>£10 for each request</b>
Emergency Cash Service When we allow you to withdraw cash from an ATM after reporting your card lost or stolen.	<b>No charge</b>

### Travel money

Buying travellers' cheques in Sterling	<b>1% of value (minimum £3, maximum £50)</b>
Buying travellers' cheques in foreign currency	<b>0% commission</b>
Cashing travellers' cheques in Sterling	<b>0% commission</b>
Cashing travellers' cheques in foreign currency	<b>0% commission</b>
Buying foreign currency	<b>0% commission</b>
Cashing foreign currency	<b>0% commission</b>

### Payment of charges

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

### Other services

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



3.

Fixed Rate  
Bond Terms

## Changing your mind

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

- 'Fixed Rate Bond Terms'; and
- 'Information Sheet'

If you wish to cancel your Bond, you must confirm your decision in writing addressed to your branch. Please see our online branch locator at [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address. You can then either post your written notice or hand it in.

If you cancel your Bond within the 14 day period we will return your deposit along with any interest earned to your Nominated Account.

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

Your cancellation rights will not be affected by any terms in these Fixed Rate Bond Terms or in the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Bond or closing it without loss of interest or the application of an Early Closure Charge.

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## Introduction

- (i) These Fixed Rate Bond Terms form part of the agreement between you and us, The Royal Bank of Scotland plc for a Fixed Rate Bond, referred to as a “Bond” or “Bonds”. The Details of Terms section of the Information Sheet for the Bond for which you are applying also forms part of the agreement. Please refer to the Information Sheet for your issue number. Additional or up-to-date copies of these Fixed Rate Bond Terms (and any other documents which from time to time form part of the agreement between you and us) are available on request. These Fixed Rate Bond Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.
- (ii) The Details of Terms section of the Information Sheet sets out the following important information for your Bond:
  - (a) issue number;
  - (b) duration;
  - (c) the date on which the Bond matures (the “Maturity Date”);
  - (d) minimum and maximum deposit;
  - (e) interest rate information;
  - (f) the charge payable if you close your Bond before the Maturity Date (the “Early Closure Charge”); and
  - (g) important dates for reinvestment.
- (iii) In these Fixed Rate Bond Terms and the Information Sheet we use definitions to help simplify the wording, e.g. the date on which your Fixed Rate Bond matures is referred to as the “Maturity Date”. These definitions have the same meaning when they are used in these Fixed Rate Bond Terms and the Information Sheet.
- (iv) A “business day” is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. Some services can be used on non-business days but transactions carried out on these days will be treated as being carried out as part of the next business day’s transactions. References to “cleared” mean when funds paid in are used for calculating interest.
- (v) If your address is in Scotland:
  - Scots law applies to these Fixed Rate Bond Terms; and
  - the Scottish courts have non-exclusive jurisdiction over any disputes arising between you and us.
- (vi) If your address is in England or elsewhere:
  - English law applies to these Fixed Rate Bond Terms; and
  - the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

## 1 YOUR INFORMATION

### 1.1. 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](http://rbs.com) and click on ‘About Us’, or contact your branch or Relationship Manager.

### 1.2. 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:

- (a) information you give to us;
- (b) information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (d) information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

### 1.3. Accessing your information and other enquiries

1.3.1. If you would like a copy of the 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.

1.3.2. 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**.

#### **1.4. 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 will 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 do not 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.

#### **1.5. 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:

- (a) assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- (b) understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- (e) assess the quality of our service to customers and to provide staff training;
- (f) improve the relevance of offers of products and services by RBS companies to our customers;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.

#### **1.6. Sharing with third parties**

1.6.1. We will not share your information with anyone outside RBS except:

- (a) where we have your permission;
- (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (c) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- (d) to debt collection agencies;
- (e) to credit reference and fraud prevention agencies;
- (f) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (g) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (h) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (i) 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.

1.6.2. We will not share your information with third parties for marketing purposes.

#### **1.7. 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.

#### **1.8. Marketing information**

If you have permitted us to do so, then we will 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 would 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 our online banking service or at your local branch.

#### **1.9. Communications about your account**

- 1.9.1. We will contact you with information relevant to the operation and maintenance of your account 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.
- 1.9.2. We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in General Term 1.5 above.

#### **1.10. Credit reference and fraud prevention agencies**

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

- (a) manage and take decisions about your accounts;

- (b) prevent fraud and money laundering;
- (c) check your identity; and
- (d) trace debtors and recover debts.

- 1.10.2. 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.
- 1.10.3. 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.
- 1.10.4. We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:  
(a) applications and managing credit or other facilities and recovering debt;  
(b) insurance proposals and claims; or  
(c) details of job applicants and employees.  
We and other organisations may access and use this information from other countries.
- 1.10.5. If you would 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.

### **1.11. How long we keep your information**

We will keep your information for as long as it is 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.

### **1.12. Security**

We are 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 [personal.rbs.co.uk/personal/security-centre.html](https://personal.rbs.co.uk/personal/security-centre.html)

## **2 USE OF YOUR BOND**

### **2.1 Instructions**

- 2.1.1 You authorise us to act on your instructions.
- 2.1.2 Your instructions can be given in writing (which must include your signature(s)) or, where we agree, by telephone, online, mobile message or by any other means we tell you are available. You must use the security procedures we notify you of from time to time. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). The sort code and account number of a Bond identifies it, not your name.
- 2.1.3 Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may 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. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 2.1.4 We may delay or refuse to act if:  
(a) we reasonably believe that you did not give the instruction;  
(b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;  
(c) your instructions are unclear, incomplete or not in the required form;  
(d) complying would be contrary to law, regulation or any applicable code;  
(e) it would cause you to exceed any limit or restriction which applies to your Bond; or  
(f) the payment is not in Sterling, unless we agree otherwise.
- 2.1.5 If we refuse to make a payment:  
(a) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will be given); and  
(b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

## **2.2 Bonds held in Joint Names**

- 2.2.1 With a joint Bond, references to you in these Fixed Rate Bond Terms and the Details of Terms section of the Information Sheet includes each person who holds the Bond.
- 2.2.2 Any one of you may give instructions including withdrawing the full balance.
- 2.2.3 Any one of you may instruct us only to accept instructions from all of you acting together. If this happens all instructions must be in writing and signed by all of you. This means you will be unable to use our telephone, mobile and online banking services, which depend on us being able to accept instructions from any one of you.
- 2.2.4 If one of you dies we will accept instructions from the survivor and the Bond will pass into their name. Please see Fixed Rate Bond Term 5.6 "Death of a Bondholder" for more details on what can happen with the Bond.

## **2.3 Protecting your Bond**

You must:

- (a) keep your security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your Bond by phoning us on **0345 300 3986** (or +44 870 513 3550 from abroad) or by contacting your local branch.

## **3 OPENING YOUR BOND AND YOUR DEPOSIT**

### **3.1 Opening your Bond**

- 3.1.1 Bonds are available only to individuals aged 18 years or over (including trustees under a formal written trust).
- 3.1.2 You must nominate and maintain for the duration of your Bond, a Royal Bank of Scotland personal current or savings account with instant access (other than a cash ISA) in your own name (your "Nominated Account"). You must tell us if you wish to change your Nominated Account by either writing to your branch or calling **0808 100 9510** (Minicom 0800 404 6160).

### **3.2 Your Deposit**

- 3.2.1 Your deposit into your Bond must be made by a transfer of cleared funds from your Nominated Account.
- 3.2.2 We do not permit additional deposits into your Bond after the date your Bond is opened.

## **4 INTEREST**

- 4.1 Interest will be calculated daily at the rate set out in the Details of Terms section of the Information Sheet and paid into your Nominated Account.
- 4.2 You can choose to have your interest paid:
  - (a) monthly (on the last business day of every month during the term of your Bond); or
  - (b) annually (on the last business day of every April during the term of your Bond).
- 4.3 On the Maturity Date, we will pay any outstanding interest earned into your Nominated Account.
- 4.4 A certificate of interest is available upon request in our branches.

## **5 WITHDRAWALS AND CLOSURE**

### **5.1 Withdrawals**

Partial withdrawals are not permitted from your Bond.

### **5.2 Closure by you**

- 5.2.1 You may close your Bond before the Maturity Date on giving 35 days' written notice to your branch;
- 5.2.2 We will apply an Early Closure Charge as set out in Fixed Rate Bond Term 5.3 (except in the event of your death or non-voluntary redundancy); and
- 5.2.3 Your deposit and any interest earned on your Bond by the date of closure less the Early Closure Charge (if applicable) will be paid into your Nominated Account.

### **5.3 Early Closure Charge**

- 5.3.1 If you close your Bond before the Maturity Date, we will apply an Early Closure Charge as set out in the Details of Terms section of the Information Sheet and deduct it from any interest earned on your Bond by the date of closure;
- 5.3.2 If the Early Closure Charge is more than the interest which has been earned on your Bond by the date of closure, we will deduct the rest from your Bond balance. This means that the amount will be taken from the deposit you invested and the closing payment made to you will be less than the deposit you invested;
- 5.3.3 If your Bond is closed in the event of your death or non-voluntary redundancy, an Early Closure Charge will not apply.

#### **5.4 Closure by us**

5.4.1 We can close your Bond immediately if:

- (a) we reasonably suspect that you have given us false information which would affect our decision to open, or to continue to provide, your Bond;
- (b) we reasonably suspect that your Bond or any other account you hold with RBS is being used for an illegal purpose;
- (c) you behave in a threatening or violent manner towards our staff;
- (d) you were not entitled to open your Bond; or
- (e) we are required to do so by law or regulation.

5.4.2 Your deposit and any interest earned on your Bond by the date of closure will be paid into your Nominated Account.

#### **5.5 Closure on non-voluntary redundancy**

5.5.1 During the term of your Bond, you may, on giving us at least 35 days' written notice, withdraw your deposit together with any outstanding interest that you have earned by the date of withdrawal, that has not yet been paid out to you, if:

- (a) your employer has terminated your employment by reason of non-voluntary redundancy; and
- (b) you provide us with satisfactory evidence of this (for example in the form of a letter from your former employer or notification of the termination of your employment), together with your P45.

#### **5.6 Death of a Bondholder**

5.6.1 If your Bond is owned by you jointly and one of you dies, on giving us at least 35 days written notice it can be closed without incurring an Early Closure Charge or continued until the Maturity Date in the survivor's name. On the death of a sole Bondholder or the survivor of a jointly held bond, your legal personal representatives have the right to either:

- (a) close your Bond on giving us at least 35 days' written notice, without incurring an Early Closure Charge; or
- (b) continue your Bond until the Maturity Date.

5.6.2 If your legal personal representatives do not close your Bond, it will continue until the Maturity Date, at which point the deposit and outstanding interest will be paid to your legal personal representatives.

5.6.3 If we receive notification of your death and your Bond has not been reinvested in a new bond issue, your Bond will not be reinvested at the Maturity Date and the reinvestment provisions will not apply.

5.6.4 When we receive notification of the death of a sole Bondholder, but your Nominated Account is a joint account, we will stop paying interest into your Nominated Account until your legal personal representatives tell us in writing where to pay it to.

5.6.5 In the event of the death of a sole Bondholder, we will not pay any money to your legal personal representatives until they have satisfied us that they have the authority to receive the money and we may require a Grant of Probate or Letters of Administration (in England and Wales) or Confirmation (in Scotland) before releasing any monies to them.

#### **6 REINVESTMENT AT MATURITY**

6.1 At least 30 days before the Maturity Date, we will send you information on the options available to you at the Maturity Date including an Information Sheet for a new bond issue. The rights of withdrawal, duration and interest payment frequency (e.g. monthly or annually) of the new bond issue will be the same as applied when you originally invested in your Bond. The interest rate for the new bond issue could be higher or lower than the rate of interest which applied to your Bond when you took it out originally.

6.2 You will have until five days before the Maturity Date (the "Opt Out Date") to tell us that, on the Maturity Date, we are to pay your deposit and the interest earned on your Bond into your Nominated Account.

6.3 If, before the Maturity Date, you do not tell us that you want to opt out, we will reinvest your deposit in the new bond issue and pay the interest earned on your original Bond into your Nominated Account.

6.4 If you do tell us that you want to opt out and your instruction is received after the Opt Out Date but before the Maturity Date, you will still be able to opt out. Your deposit and the interest earned on your Bond will be returned to your Nominated Account within five working days of receipt of your instruction.

6.5 We will write to you to confirm the details of your reinvestment.

- 6.6 Within 30 days from the date on which we have reinvested your deposit, you will have the right to withdraw your deposit and any interest your Bond has earned from the date on which we reinvested your deposit up to the date of withdrawal. After the 30 day period has expired, you may close your Bond on the basis set out in Fixed Rate Bond Term 5.2.
- 6.7 These reinvestment terms will apply on the maturity of every subsequent bond issue.

## 7 LIABILITY

### 7.1 Our liability

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 COMMUNICATIONS

8.1 We will contact you and provide communications to you by:

- (a) post;
- (b) phone;
- (c) email to the email address you have provided us;
- (d) secure message to online banking (if you have registered for online banking);
- (e) text message to the mobile phone number you have provided us; or
- (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (e.g. by a PDF or other similar electronic attachment). **We will never ask you to respond to an email or text message with your personal or security details.**

- 8.2 We will provide you with statements at least annually showing any transactions and interest paid into your Fixed Rate Bond since the previous statement.
- 8.3 We will provide you with a copy statement on request. There will be a charge of £3 for each request.
- 8.4 We will provide you with a certificate of deposit within 14 days of opening your Bond.
- 8.5 You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- 8.6 If your contact details change, you should tell us promptly to ensure you receive your communications.
- 8.7 All communications to you will be in English.

## 9 CHANGES TO THE AGREEMENT

- 9.1 If we have a valid reason for doing so, we may change these Fixed Rate Bond Terms and the Details of Terms section of the Information Sheet in the following way:
- (a) if the change is to your disadvantage, we will give you at least 30 days' notice before the change comes into effect; or
  - (b) if the change is to your advantage, we will give you notice of the change within 30 days of the change coming into effect.
- 9.2 We will only make changes for one or more of the following reasons:
- (a) to reflect a change in any requirements or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
  - (b) to reflect a change in the law or a decision by a court or ombudsman;
  - (c) to reflect changes in any codes of practice to which we subscribe;
  - (d) to enable us to make reasonable changes to the way we manage your Bond as a result of changes in technology or in the systems used by us;
  - (e) to provide for an improvement to any services or facilities we offer in connection with your Bond, or the introduction of any new service or facility;
  - (f) to proportionately reflect legitimate cost increases or reductions associated with providing the particular Bond, service or facility; or
  - (g) to make these Fixed Rate Bond Terms and the Details of Terms section of the Information Sheet clearer.
- 9.3 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 Fixed Rate Bond Terms or a summary of the changes. You can request a copy of the Fixed Rate Bond Terms at any time. These Fixed Rate Bond Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.



- 9.4 If we give you notice of a change to these Fixed Rate Bond Terms or the Details of Terms section of the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you have the right to close your Bond without loss of interest or the application of an Early Closure Charge.
- 9.5 If you do not close your Bond, you will be deemed to have accepted the changes. This right will not be affected by any terms here or in the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Bond or closing it without loss of interest or the application of an Early Closure Charge.

## 10 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT

We may transfer, assign, or pass our rights or obligations under the agreement or arrange for any other person or organisation (a “Transferee”) to carry out our rights or obligations under the 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.

## 11 COMPLAINTS

If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. You can obtain a leaflet called “Making things better – Unhappy with our service?” describing those procedures at any of our branches, by telephone or you can look on our website [rbs.co.uk](http://rbs.co.uk)

The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that consumers and financial businesses have not been able to resolve between themselves.

If for some reason we have not been able to resolve your complaint within eight weeks, or you are not satisfied with the resolution you can refer your complaint to the Financial Ombudsman Service. If you receive a final response letter from us and you want to contact the Financial Ombudsman Service, you will need to do this within six months of receiving our final response letter. To find out more about the service visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Alternatively, you can phone them on **0800 023 4567**.

## 12 REMOTE BANKING TERMS

### 12.1 Introduction

This Fixed Rate Bond Term applies if we have agreed that you may use our telephone and/or online banking services to operate your Bond.

### 12.2 Security procedure

12.2.1 You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

12.2.2 You must not disclose your security details to any other person or online service or record your security details in any way that may result in them becoming known to another person or online service.

After initial registration 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.

12.2.3 If you suspect someone knows your security details you must contact us immediately.

12.2.4 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 our services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.

12.2.5 You are responsible for making sure information either stored or shown on your device(s) is kept secure.

### **12.3 Availability of the services**

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

### **12.4 Variation/termination of the services**

12.4.1 We may suspend, withdraw or restrict the use of our services where:

- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- (c) 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

12.4.2 You may give us notice to terminate your use of our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.

4

Fixed Term  
Savings  
Account  
Terms



# Changing your mind

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

- 'Fixed Term Savings Account Terms'; and
- 'Information Sheet'

If you wish to cancel your Fixed Term Savings Account, you must confirm your decision in writing addressed to your branch. Please see our online branch locator at [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address. You can then either post your written notice or hand it in.

If you cancel your Fixed Term Savings Account within the 14 day period we will return your deposit along with any interest earned to a UK bank account in your name (such as a personal current or savings account with instant access, other than a cash ISA) as advised by you.

If you do not cancel your Fixed Term Savings Account, you will remain bound by the terms of your agreement with us until your Savings Account matures or is closed.

Your cancellation rights will not be affected by any of these Fixed Term Savings Account Terms or by the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Savings Account or closing it without loss of interest or the application of an Early Closure Charge.

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## IMPORTANT INFORMATION

### Introduction

- (i) These Fixed Term Savings Account Terms form part of the agreement between you and us, The Royal Bank of Scotland plc for a Fixed Term Savings Account, referred to as a “Fixed Term Savings Account” or “Savings Account”. The Details of Terms section of the Information Sheet for the Fixed Term Savings Account for which you are applying also forms part of the agreement. Please refer to the Information Sheet for your issue number. Additional or up-to-date copies of these Fixed Term Savings Account Terms (and any other documents which from time to time form part of the agreement between you and us) are available on request. These Fixed Term Savings Account Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.
- (ii) The Details of Terms section of the Information Sheet sets out the following important information for your Fixed Term Savings Account:
  - (a) issue number;
  - (b) duration;
  - (c) the last day when transactions can be made on the Savings Account;
  - (d) the date on which the Savings Account starts (the “Fixed Term Start Date”);
  - (e) the date on which the Savings Account matures (the “Maturity Date”);
  - (f) minimum and maximum deposit;
  - (g) interest rate information;
  - (h) the charge payable if you close your Savings Account before the Maturity Date (the “Early Closure Charge”); and
  - (i) important dates for reinvestment.
- (iii) In these Fixed Term Savings Account Terms and the Information Sheet we use definitions to help simplify the wording, e.g. the date on which your Fixed Term Savings Account matures is referred to as the “Maturity Date”. These definitions have the same meaning when they are used in these Fixed Term Savings Account Terms and the Information Sheet.
- (iv) A “business day” is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. Some services can be used on non-business days but transactions carried out on these days will be treated as being carried out as part of the next business day’s transactions. References to “cleared” mean when funds paid in are used for calculating interest.
- (v) If your address is in Scotland:
  - Scots law applies to these Fixed Term Savings Account Terms; and
  - the Scottish courts have non-exclusive jurisdiction over any disputes arising between you and us.
- (vi) If your address is in England or elsewhere:
  - English law applies to these Fixed Term Savings Account Terms; and
  - the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

## 1 YOUR INFORMATION

### 1.1 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](http://rbs.com) and click on ‘About Us’, or contact your branch or Relationship Manager.

### 1.2 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:

- (a) information you give to us;
- (b) information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (d) information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

### 1.3 Accessing your information and other enquiries

1.3.1 If you would like a copy of the 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.

1.3.2 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**.

#### **1.4 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 will 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 do not 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.

#### **1.5 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:

- (a) assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- (b) understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- (e) assess the quality of our service to customers and to provide staff training;
- (f) improve the relevance of offers of products and services by RBS companies to our customers;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.

#### **1.6 Sharing outside the Group**

1.6.1 We will not share your information with anyone outside RBS except:

- (a) where we have your permission;
- (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (c) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- (d) to debt collection agencies;
- (e) to credit reference and fraud prevention agencies;
- (f) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (g) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (h) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (i) 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.

1.6.2 We will not share your information with third parties for marketing purposes.

#### **1.7 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.

#### **1.8 Marketing information**

If you have permitted us to do so, then we will 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 would 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 our online banking service or at your local branch.

#### **1.9 Communications about your account**

1.9.1 We will contact you with information relevant to the operation and maintenance of your account 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.

1.9.2 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in 1.5 above.

## 1.10 Credit reference and fraud prevention agencies

- 1.10.1 We may access and use information from credit reference agencies when you open your account and periodically to:
- (a) manage and take decisions about your accounts;
  - (b) prevent fraud and money laundering;
  - (c) check your identity; and
  - (d) trace debtors and recover debts.
- 1.10.2 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.
- 1.10.3 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.
- 1.10.4 We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- (a) applications and managing credit or other facilities and recovering debt;
  - (b) insurance proposals and claims; or
  - (c) details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- 1.10.5 If you would 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.

## 1.11 How long we keep your information

We will keep your information for as long as it is 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.

## 1.12 Security

We are 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 [personal.rbs.co.uk/personal/security-centre.html](https://personal.rbs.co.uk/personal/security-centre.html)

## 2 USE OF YOUR FIXED TERM SAVINGS ACCOUNT

### 2.1 Instructions

- 2.1.1 You authorise us to act on your instructions.
- 2.1.2 Your instructions can be given in writing (which must include your signature(s)) or, where we agree, by telephone, online, mobile message or by any other means we tell you are available. From time to time we will notify you of security procedures which you must use. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). The sort code and account number of a Fixed Term Savings Account identifies it, not your name.
- 2.1.3 Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may 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. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 2.1.4 We may delay or refuse to act if:
- (a) we reasonably believe that you did not give the instruction;
  - (b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;
  - (c) your instructions are unclear, incomplete or not in the required form;
  - (d) complying would be contrary to law, regulation or any applicable code;
  - (e) it would cause you to exceed any limit or restriction which applies to your Savings Account; or
  - (f) the payment is not in Sterling, unless we agree otherwise.
- 2.1.5 If we refuse to make a payment:
- (a) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will be given); and

- (b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

## **2.2 Fixed Term Savings Accounts held in Joint Names**

- 2.2.1 With a joint Savings Account, references to you in these Fixed Term Savings Account Terms and the Details of Terms section of the Information Sheet includes each person who holds the Savings Account.
- 2.2.2 Any one of you may give instructions including withdrawing the full balance.
- 2.2.3 Any one of you may instruct us only to accept instructions from all of you acting together. If this happens all instructions must be in writing and signed by all of you. This means you will be unable to use our telephone, mobile and online banking services, which depend on us being able to accept instructions from any one of you.
- 2.2.4 If one of you dies we will accept instructions from the survivor and the Savings Account will pass into their name. Please see Fixed Term Savings Account Term 7.5 "Death of a Savings Account Holder" for more details on what can happen with the Savings Account.

## **2.3 Protecting your Savings Account**

You must:

- (a) keep your security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your Savings Account by phoning us on **0345 300 3986** (or **+44 870 513 3550** from abroad) or by contacting your local branch.

## **3 OPENING YOUR FIXED TERM SAVINGS ACCOUNT**

- 3.1 The Fixed Term Savings Account is available only to individuals aged 16 years or over (including trustees under a formal written trust).
- 3.2 Interest on your deposit will be paid into your Fixed Term Savings Account. However, you may nominate and maintain for the duration of your Fixed Term Savings Account, a personal current or savings account with The Royal Bank of Scotland plc with instant access (other than a cash ISA) in your own name (your "Nominated Account") for the payment of interest. If you do so, interest on the deposit in your Fixed Term Savings Account will be paid to your Nominated Account. You must tell us if you wish to change your Nominated Account by either writing to your branch or calling **0808 100 9510** (Minicom 0800 404 6160). Your Nominated Account must always be held at the same branch as your Fixed Term Savings Account.

## **4 PAYMENTS INTO YOUR FIXED TERM SAVINGS ACCOUNT**

### **4.1 Your Deposit**

- 4.1.1 The minimum deposit ("Minimum deposit") and the maximum deposit ("Maximum deposit") permitted for your Savings Account are set out in the Details of Terms section of the Information Sheet.
- 4.1.2 Your deposit into your Savings Account may be made by cash, electronic transfer or cheque.

### **4.2 Minimum deposit**

If at the Fixed Term Start Date the sum deposited in your Savings Account is less than the Minimum deposit, your Savings Account will be converted to an Instant Saver Account. Funds in the Instant Saver Account will earn interest at the rate applicable to the Instant Saver Account from the date that the account is opened. The interest rates for the Instant Saver Account are available on <http://personal.rbs.co.uk/personal/savings/instant-saver/product-information.html>

### **4.3 Additional deposits**

We do not permit additional deposits into your Savings Account after 3.30pm on the last business day before the Fixed Term Start Date as set out in the Details of Terms section of the Information Sheet.

### **4.4 Cash and electronic funds**

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



## **4.5 Cheques**

- 4.5.1 If a Sterling cheque is paid in at any of our branches before 3.30pm on a business day, the money will be added to your Fixed Term Savings Account on the same day. If a Sterling cheque is paid in at any of our branches after 3.30pm on a business day or a non business day, the money will be added to your Savings Account on the next business day. The money will be counted for interest purposes no later than two business days after it was added to your Savings Account. There may be legal reasons or limited circumstances beyond our control which prevent a receipt or make clearance take longer than these time periods.
- 4.5.2 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 debit the amount of the cheque from your Savings Account no later than the end of the sixth business day after it was added. After that, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 4.5.3 Cheques not issued by a UK bank or building society and foreign currency cheques have different clearing procedures and longer timescales may apply.
- 4.5.4 To be eligible for addition to your Fixed Term Savings Account, funds paid in by cheque must be cleared on or before the last business day before the Fixed Term Start Date as set out in the Details of Terms section of the Information Sheet.

## **5 WITHDRAWALS**

- 5.1 Withdrawals are permitted from your Savings Account until 3.30pm on the last business day before the Fixed Term Start Date as set out in the Details of Terms section of the Information Sheet.
- 5.2 If you withdraw funds from your Savings Account before the Fixed Term Start Date and your deposit at the Fixed Term Start Date is less than the Minimum deposit, your Savings Account will be converted to an Instant Saver Account.
- 5.3 Partial withdrawals are not permitted from your Fixed Term Savings Account between the Fixed Term Start Date and the Maturity Date.

## **6 INTEREST**

- 6.1 Interest will be calculated daily at the rate set out in the Details of Terms section of the Information Sheet and paid into your Fixed Term Savings Account. If you have chosen to have a Nominated Account, interest will be paid into your Nominated Account.
- 6.2 Your interest will be paid monthly (on the first business day of every month during the term of your Savings Account).
- 6.3 On the Maturity Date, we will pay any outstanding interest earned into your Savings Account. If you have a Nominated Account, any outstanding interest will be paid into your Nominated Account.
- 6.4 A certificate of interest is available upon request in our branches or may be downloaded if you have access to and are registered for online banking.

## **7 CLOSURE**

### **7.1 Closure by you**

- 7.1.1 You may close your Fixed Term Savings Account at any time before the Fixed Term Start Date and no Early Closure Charge will apply.
- 7.1.2 After the Fixed Term Start Date you may close your Fixed Term Savings Account before the Maturity Date on giving 35 days' written notice to your branch;
- 7.1.3 We will apply an Early Closure Charge as set out in Fixed Term Savings Account Term 7.2 (except in the event of your death or non-voluntary redundancy); and
- 7.1.4 Your Savings Account will be closed and your deposit and any interest earned on your Savings Account by the date of closure less the Early Closure Charge (if applicable) will be paid into a personal bank account in your name as advised by you. We may need to contact you to confirm details of this transaction. If we are unable to contact you a cheque will be issued to you for the amount of your deposit and any interest earned on your Savings Account less the Early Closure Charge (if applicable).

### **7.2 Early Closure Charge**

- 7.2.1 If you close your Savings Account after the Fixed Term Start Date and before the Maturity Date, we will apply an Early Closure Charge as set out in the Details of Terms section of the Information Sheet and deduct it from any interest earned on your Savings Account by the date of closure;

- 7.2.2 If the Early Closure Charge is more than the interest which has been earned on your Savings Account by the date of closure, we will deduct the rest from your Savings Account balance. This means that the amount will be taken from the deposit you invested and the closing payment made to you will be less than the deposit you invested;
- 7.2.3 If your Savings Account is closed in the event of your death or non-voluntary redundancy, an Early Closure Charge will not apply.

### **7.3 Closure by us**

- 7.3.1 We can close your Fixed Term Savings Account immediately if:
- (a) we reasonably suspect that you have given us false information which would affect our decision to open, or to continue to provide, your Savings Account;
  - (b) we reasonably suspect that your Savings Account, or any other account you hold with RBS, is being used for an illegal purpose;
  - (c) you behave in a threatening or violent manner towards our staff;
  - (d) you were not entitled to open your Savings Account; or
  - (e) we are required to do so by law or regulation.
- 7.3.2 Your deposit and any interest earned on your Savings Account by the date of closure will be paid into your Nominated Account (if chosen) or another eligible bank account in your name (such as a personal current or savings account with instant access, other than a cash ISA).

### **7.4 Closure on non-voluntary redundancy**

During the term of your Savings Account, you may, on giving us at least 35 days' written notice, withdraw your deposit together with any outstanding interest that you have earned by the date of withdrawal, that has not yet been paid out to you, without the application of an Early Closure Charge, if:

- (a) your employer has terminated your employment by reason of non-voluntary redundancy; and
- (b) you provide us with satisfactory evidence of this (for example in the form of a letter from your former employer or notification of the termination of your employment), together with your P45.

### **7.5 Death of a Savings Account Holder**

- 7.5.1 If your Savings Account is held in joint names and one of you dies, on giving us at least 35 days' written notice it can be closed without incurring an Early Closure Charge or continued until the Maturity Date in the survivor's name. On the death of a sole Savings Account holder or the survivor of a jointly held Savings Account, your legal personal representatives have the right to either:
- (a) close your Savings Account on giving us at least 35 days' written notice, without incurring an Early Closure Charge; or
  - (b) continue your Savings Account until the Maturity Date.
- 7.5.2 If your legal personal representatives do not close your Savings Account, it will continue until the Maturity Date and will not be automatically reinvested. At the Maturity Date the deposit and outstanding interest will be paid to your legal personal representatives.
- 7.5.3 When we receive notification of the death of a sole Savings Account holder, but you have a Nominated Account which is a joint account, we will stop paying interest into your Nominated Account until your legal personal representatives tell us in writing where to pay it to.
- 7.5.4 In the event of the death of a sole Savings Account holder, we will not pay any money to your legal personal representatives until they have satisfied us that they have the authority to receive the money and we may require a Grant of Probate or Letters of Administration (in England and Wales) or Confirmation (in Scotland) before releasing any monies to them.

## **8 REINVESTMENT AT MATURITY**

- 8.1 At least 30 days before the Maturity Date, we will send you information on the options available to you at the Maturity Date including an Information Sheet for a new fixed term savings account issue. The rights of withdrawal, duration and interest payment frequency of the new savings account issue will be the same as applied when you originally invested in your Fixed Term Savings Account. The interest rate for the new fixed term savings account issue could be higher or lower than the rate of interest which applied to your Savings Account when you took it out originally.
- 8.2 You will have until five days before the Maturity Date (the "Opt Out Date") to tell us that you want to opt out, and on the Maturity Date, we are to convert your Savings Account to an Instant Saver Account.

- 8.3 If, before the Maturity Date, you do not tell us that you want to opt out, we will reinvest your deposit in the new fixed term savings account issue and pay the interest earned on your original Savings Account into the new fixed term savings account issue, or into your Nominated Account if you have one for your original Savings Account.
- 8.4 If you do tell us that you want to opt out and your instruction is received after the Opt Out Date but before the Maturity Date, you will still be able to opt out. Your Savings Account will be converted to an Instant Saver Account in your name within five working days of receipt of your instruction.
- 8.5 We will write to you to confirm the details of your reinvestment.
- 8.6 Within 30 days from the date on which we have reinvested your deposit, you will have the right to withdraw your deposit and any interest earned from the date on which we reinvested your deposit up to the date of withdrawal. Your Savings Account will be converted to an Instant Saver Account in your name within five working days of receipt of your instruction. After the 30 day period has expired, you may close your Savings Account on the basis set out in Fixed Term Savings Account Term 7.1.2 to 7.1.4.
- 8.7 These reinvestment terms will apply on the maturity of every subsequent fixed term savings account issue.

## 9 LIABILITY

### 9.1 Our liability

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.

## 10 COMMUNICATIONS

10.1 We will contact you and provide communications to you by:

- (a) post;
- (b) phone;
- (c) email to the email address you have provided us;
- (d) secure message to online banking (if you have registered for online banking);
- (e) text message to the mobile phone number you have provided us; or
- (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (e.g. by a PDF or other similar electronic attachment). **We will never ask you to respond to an email or text message with your personal or security details.**

- 10.2 We will provide you with statements at least annually showing any transactions and interest paid into your Fixed Term Savings Account since the previous statement.
- 10.3 We will provide you with a copy statement on request. There will be a charge of £3 for each request.
- 10.4 We will provide you with a certificate of deposit within 14 days of the Fixed Term Start Date.
- 10.5 You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- 10.6 If your contact details change, you should tell us promptly to ensure you receive your communications.
- 10.7 All communications to you will be in English.

## 11 CHANGES TO THE AGREEMENT

- 11.1 If we have a valid reason for doing so, we may change these Fixed Term Savings Account Terms and the Details of Terms section of the Information Sheet in the following way:
  - (a) if the change is to your disadvantage, we will give you at least 30 days' notice before the change comes into effect; or
  - (b) if the change is to your advantage, we will give you notice of the change within 30 days of the change coming into effect.
- 11.2 We will only make changes for one or more of the following reasons:
  - (a) to reflect a change in any requirements or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
  - (b) to reflect a change in the law or a decision by a court or ombudsman;
  - (c) to reflect changes in any codes of practice to which we subscribe;

- (d) to enable us to make reasonable changes to the way we manage your Savings Account as a result of changes in technology or in the systems used by us;
- (e) to provide for an improvement to any services or facilities we offer in connection with your Savings Account, or the introduction of any new service or facility;
- (f) to proportionately reflect legitimate cost increases or reductions associated with providing the particular Savings Account, service or facility; or
- (g) to make these Fixed Term Savings Account Terms and the Details of Terms section of the Information Sheet clearer.

- 11.3 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 Fixed Term Savings Account Terms or a summary of the changes. You can request a copy of the Fixed Term Savings Account Terms at any time. These Fixed Term Savings Account Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.
- 11.4 If we give you notice of a change to these Fixed Term Savings Account Terms or the Details of Terms section of the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you have the right to close your Savings Account without loss of interest or the application of an Early Closure Charge.
- 11.5 If you do not close your Savings Account, you will be deemed to have accepted the changes. This right will not be affected by any terms here or in the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Savings Account or closing it without loss of interest or the application of an Early Closure Charge.

## 12 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT

We may transfer, assign, or pass our rights or obligations under the agreement or arrange for any other person or organisation (a "Transferee") to carry out our rights or obligations under the 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. You can obtain a leaflet called "Making things better – Unhappy with our service?" describing those procedures at any of our branches or by telephone or you can look on our website [rbs.co.uk](http://rbs.co.uk)
- 13.2 The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that consumers and financial businesses have not been able to resolve between themselves.
- 13.3 If for some reason we have not been able to resolve your complaint within eight weeks, or you are not satisfied with the resolution you can refer your complaint to the Financial Ombudsman Service. If you receive a final response letter from us and you want to contact the Financial Ombudsman Service, you will need to do this within six months of receiving our final response letter. To find out more about the service visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 13.4 You can contact the Financial Ombudsman Service by writing to:  
The Financial Ombudsman Service  
Exchange Tower  
LONDON  
E14 9SR  
Alternatively, you can phone them on **0800 023 4567**.

## 14 REMOTE BANKING TERMS

### 14.1 Introduction

This Fixed Term Savings Account Term applies if we have agreed that you may use our telephone and/or online banking services to operate your Savings Account.

### 14.2 Security procedure

- 14.2.1 You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

- 14.2.2 You must not disclose your security details to any other person or online service or record your security details in any way that may result in them becoming known to another person or online service.  
After initial registration 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.
- 14.2.3 If you suspect someone knows your security details you must contact us immediately.
- 14.2.4 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 our services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.
- 14.2.5 You are responsible for making sure information either stored or shown on your device(s) is kept secure.

#### **14.3 Availability of the services**

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

#### **14.4 Variation/termination of the services**

- 14.4.1 We may suspend, withdraw or restrict the use of our services where:
- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
  - (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
  - (c) 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.
- 14.4.2 You may give us notice to terminate your use of our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.

#### **Useful Information**

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

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

##### **Interest on Credit Balances – Taxation**

In most instances, interest is paid after the deduction of 20% basic rate income tax. If you are a non-taxpayer or overseas resident you can have interest paid without deduction of basic rate income tax provided you complete HM Revenue and Customs form R85 available at any of our branches. This also applies on a 50/50 basis where one party to a two party account is a non-taxpayer.

- Where the tax deducted exceeds an investor's tax liability (if any), a claim may be made to HM Revenue and Customs for repayment of tax.
- Individuals who pay only basic rate tax will have no more tax to pay on the interest from which tax has been deducted.
- Individuals who are liable at a higher rate of income tax will have to pay additional tax on the interest to cover the difference between the tax deducted and the higher rate tax due.

**Please note:** The tax treatment referred to above applies under the current UK legislation, which may change, and will depend on your individual circumstances. For further information go to [www.gov.uk/apply-tax-free-interest-on-savings](http://www.gov.uk/apply-tax-free-interest-on-savings)

5.

Fixed Rate  
ISA Terms

## Changing your mind

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

- 'Fixed Rate ISA Terms'; and
- 'Information Sheet'

If you wish to cancel your Fixed Rate ISA, you must confirm your decision in writing addressed to your branch. Please see our online branch locator at [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address. You can then either post your written notice or hand it in.

If you cancel your Fixed Rate ISA within the 14 day period we will return your deposit along with any interest it has earned.

If you do not cancel your Fixed Rate ISA, you will remain bound by the terms of your agreement with us until your Fixed Rate ISA is closed.

Your cancellation rights will not be affected by any terms in these Fixed Rate ISA Terms or in the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Fixed Rate ISA or closing it without loss of interest or the application of an Early Closure Charge.

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## Introduction

- (i) These Fixed Rate ISA Terms form part of the agreement between you and us, The Royal Bank of Scotland plc for a Fixed Rate ISA, which is a cash ISA. The Details of Terms section of the Information Sheet also forms part of the agreement for the Fixed Rate ISA for which you are applying. Please refer to the Information Sheet for your issue number. Additional or up-to-date copies of these Terms (and any other documents which from time to time form part of the agreement between you and us) are available on request. These Fixed Rate ISA Terms are also available on our website [rbs.co.uk](https://www.rbs.co.uk) and in our branches.
- (ii) The Details of Terms section of the Information Sheet sets out the following important information for your Fixed Rate ISA:
- (a) issue number;
  - (b) duration;
  - (c) the date on which your Fixed Rate ISA starts (the “Start Date”);
  - (d) the date on which the Fixed Rate ISA matures (the “Maturity Date”);
  - (e) minimum and maximum deposit;
  - (f) ISA subscription limits;
  - (g) interest rate information;
  - (h) the charge payable if you close your Fixed Rate ISA before the maturity date (the “Early Closure Charge”); and
  - (i) key dates for your Fixed Rate ISA application.
- (iii) In these Fixed Rate ISA Terms and the Information Sheet we use definitions to help simplify the wording, e.g. the date on which your Fixed Rate ISA matures is referred to as the “Maturity Date”. These definitions have the same meaning when they are used in these Fixed Rate ISA Terms and the Information Sheet.
- (iv) A “business day” is a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays. Some services can be used on non-business days but transactions carried out on these days will be treated as being carried out as part of the next business day’s transactions. References to “cleared” mean when funds paid in are used for calculating interest.
- (v) If your address is in Scotland:
- Scots law applies to these Fixed Rate ISA Terms; and
  - the Scottish courts have non-exclusive jurisdiction over any disputes arising between you and us.
- (vi) If your address is in England or elsewhere:
- English law applies to these Fixed Rate ISA Terms; and
  - the English courts have non-exclusive jurisdiction over any disputes arising between you and us.

## 1 YOUR INFORMATION

### 1.1. 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](https://www.rbs.com) and click on ‘About Us’, or contact your branch or Relationship Manager.

### 1.2. 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:

- (a) information you give to us;
- (b) information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (d) information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

### 1.3. Accessing your information and other enquiries

1.3.1. If you would like a copy of the 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.

1.3.2. 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**.



#### **1.4. 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 will 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 do not 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.

#### **1.5. 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:

- (a) assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- (b) understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- (c) carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- (d) develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- (e) assess the quality of our service to customers and to provide staff training;
- (f) improve the relevance of offers of products and services by RBS companies to our customers;
- (g) recover debt;
- (h) confirm your identity; and
- (i) prevent and detect crime, including fraud and money laundering.

#### **1.6. Sharing with third parties**

1.6.1. We will not share your information with anyone outside RBS except:

- (a) where we have your permission;
- (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- (c) to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- (d) to debt collection agencies;
- (e) to credit reference and fraud prevention agencies;
- (f) to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (g) where required for a sale, reorganisation, transfer or other transaction relating to our business;
- (h) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (i) 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.

1.6.2. We will not share your information with third parties for marketing purposes.

#### **1.7. 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.

#### **1.8. Marketing information**

If you have permitted us to do so, then we will 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 would 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 our online banking service or at your local branch.

#### **1.9. Communications about your account**

1.9.1. We will contact you with information relevant to the operation and maintenance of your account 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.

1.9.2. We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in General Term 1.5 above.

#### **1.10. Credit reference and fraud prevention agencies**

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

- (a) manage and take decisions about your accounts;
  - (b) prevent fraud and money laundering;
  - (c) check your identity; and
  - (d) trace debtors and recover debts.
- 1.10.2. 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.
- 1.10.3. 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.
- 1.10.4. We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- (a) applications and managing credit or other facilities and recovering debt;
  - (b) insurance proposals and claims; or
  - (c) details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- 1.10.5. If you would 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.

### 1.11. How long we keep your information

We will keep your information for as long as it is 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.

### 1.12. Security

We are 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 [personal.rbs.co.uk/personal/security-centre.html](https://personal.rbs.co.uk/personal/security-centre.html).

## 2 USE OF YOUR FIXED RATE ISA

### 2.1 Instructions

- 2.1.1 You authorise us to act on your instructions.
- 2.1.2 Your instructions can be given in writing (which must include your signature(s)) or, where we agree, by telephone, online, mobile message or by any other means we tell you are available. You must use the security procedures we notify you of from time to time. If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this). The sort code and account number of a Fixed Rate ISA identifies it, not your name.
- 2.1.3 Where you give payment instructions by fax or by telephone to a branch, we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may 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. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 2.1.4 We may delay or refuse to act if:
- (a) we reasonably believe that you did not give the instruction;
  - (b) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws;
  - (c) your instructions are unclear, incomplete or not in the required form;
  - (d) complying would be contrary to law, regulation or any applicable code;
  - (e) it would cause you to exceed any limit or restriction which applies to your Fixed Rate ISA; or
  - (f) the payment is not in Sterling, unless we agree otherwise.
- 2.1.5 If we refuse to make a payment:
- (a) you will be notified by letter, telephone, text message, email or any other form of communication agreed with you (if possible, the reason the payment has been refused will be given); and
  - (b) you can obtain information about the refusal, along with information on how to correct any errors that led to the refusal, by contacting your branch or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information).

## 2.2 Protecting your Fixed Rate ISA

You must:

- (a) keep your security details secret; and
- (b) tell us immediately if you think someone else may know your security details or if you suspect unauthorised use of your Fixed Rate ISA by phoning us on **0345 300 3986** (or +44 870 513 3550 from abroad) or by contacting your local branch.

## 3 OPENING YOUR FIXED RATE ISA

The Fixed Rate ISA is governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the “ISA Regulations”); and words and phrases have the same meanings in these ISA General Terms as they have in the ISA Regulations.

- 3.1 The Fixed Rate ISA is a cash ISA and is available only to individuals aged 16 years or over who either:
  - (a) are resident in the United Kingdom; or
  - (b) have general earnings from overseas Crown employment which is subject to United Kingdom tax under Section 28 of the Income Tax (Earnings & Pensions) Act 2003, or are married to, or in a civil partnership with such a person.
- 3.2 You may only hold a Fixed Rate ISA in your own name.
- 3.3 You will only be able to subscribe to a Fixed Rate ISA if you have not subscribed to another cash ISA, or you have not invested the maximum amount in a stocks and shares ISA in the tax year in which the subscription is made to the Fixed Rate ISA.
- 3.4 If you make a subscription but do not invest the full ISA subscription limit for a tax year into your Fixed Rate ISA, you will not be able to make further subscriptions for that tax year into any other cash ISA.
- 3.5 The cash held in your Fixed Rate ISA must remain in your beneficial ownership. This means it must belong to you at all times. You must not use the money within your Fixed Rate ISA as security for a loan or create any legal charge over it.
- 3.6 If you no longer meet the qualification criteria set out in Fixed Rate ISA Term 3.1, you will retain the benefits of your Fixed Rate ISA up to the last business day you meet that criteria. Further deposits to your Fixed Rate ISA can only be made if you satisfy the qualification criteria again.
- 3.7 The maximum amount that can be paid into your Fixed Rate ISA each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- 3.8 The ISA subscription limits for the current tax year are set out in the Details of Terms section of the Information Sheet.
- 3.9 The minimum deposit (“Minimum deposit”) and the maximum deposit (“Maximum deposit”) permitted for your Fixed Rate ISA are set out in the Details of Terms section of the Information Sheet.
- 3.10 We will tell you if we become aware that your Fixed Rate ISA is or will become no longer exempt from tax under the ISA Regulations.
- 3.11 We will satisfy ourselves that any person to whom we delegate any of our functions and responsibilities under these Fixed Rate ISA Terms is competent to carry out those functions and responsibilities.

## 4 PAYMENTS INTO YOUR FIXED RATE ISA

### 4.1 Minimum deposit

- 4.1.1 If at the start date (“Start Date”):
  - (a) the balance in your Fixed Rate ISA is below the Minimum deposit as set out in the Details of Terms section of the Information Sheet; or
  - (b) you are transferring an ISA from an external ISA manager and the external transfer funds are not received within 30 days from the Start Date, then your Fixed Rate ISA will earn interest at the rate equivalent to the lower tier of an Instant Access ISA for the time your balance is less than the Minimum deposit. Please see our current interest rates at [rbs.co.uk/isa](https://www.rbs.co.uk/isa)

### 4.2 Additional Deposits

- 4.2.1 We do not permit additional deposits into your Fixed Rate ISA after the “Last date for receipt by us of tax year subscriptions” as set out in the Details of Terms section of the Information Sheet for the duration of your Fixed Rate ISA.
- 4.2.2 Fixed Rate ISA Term 4.2.1 does not apply if:
  - (a) you are transferring an ISA from an external ISA manager; and
  - (b) we have received your transfer request by the “Last date for receipt by us of external ISA transfer requests” as set out in the Details of Terms section of the Information Sheet.

### **4.3 Balance transfers**

- 4.3.1 We accept balance transfers from existing RBS ISA accounts provided we receive your transfer request by the “Last date for receipt by us of RBS internal ISA transfer requests” as set out in the Details of Terms section of the Information Sheet. Funds must be available to be transferred by the Start Date as set out in the Details of Terms section of the Information Sheet.
- 4.3.2 We accept balance transfer requests from external ISA managers provided we receive such requests by the “Last date for receipt by us of external ISA transfer requests” as set out in the Details of Terms section of the Information Sheet. Funds must be available to be transferred by the Start Date as set out in the Details of Terms section of the Information Sheet. You should speak with your current ISA manager for information about any notice period required to be given to them and any charges that apply.

### **4.4 Cash and electronic funds**

- 4.4.1 Cash paid in at a branch will be added to your Fixed Rate ISA and treated as cleared immediately.
- 4.4.2 Cash paid into a quick deposit facility before 3.30pm on a business day will be added to your Fixed Rate ISA and treated as cleared on the same day. Otherwise, it will be processed the next business day.
- 4.4.3 Electronic transfers will be added to your Fixed Rate ISA and treated as cleared immediately upon receipt.

### **4.5 Cheques**

- 4.5.1 If a Sterling cheque is paid in at any of our branches before 3.30pm on a business day, the money will be added to your Fixed Rate ISA on the same day. If a Sterling cheque is paid in at any of our branches after 3.30pm on a business day or a non business day, the money will be added to your Fixed Rate ISA on the next business day. The money will be counted for interest purposes no later than two business days after it was added to your Fixed Rate ISA. There may be legal reasons or limited circumstances beyond our control which prevent a receipt or make clearance take longer than these time periods.
- 4.5.2 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 debit the amount of the cheque from your Fixed Rate ISA no later than the end of the sixth business day after it was added. After that, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 4.5.3 Cheques not issued by a UK bank or building society and foreign currency cheques have different clearing procedures and longer time periods may apply.

## **5 INTEREST**

- 5.1 Interest is calculated and paid in the manner and at the rates set out in the Details of Terms section of the Information Sheet.
- 5.1.1 Where interest is paid annually:
- (a) if the duration of the Fixed Rate ISA is one year, gross interest will be paid to your Fixed Rate ISA on the first business day in April and on the maturity payment date (“Maturity Payment Date”);
  - (b) if the duration of the Fixed Rate ISA is greater than one year, gross interest will be paid each year to your Fixed Rate ISA on the first business day in April. In the year of maturity, interest will be paid on the first business day in April and on the Maturity Payment Date.
- 5.1.2 The Maturity Payment Date is set out in the Details of Terms section of the Information Sheet. If this date is not a business day, the interest will be paid on the next business day.

## **6 MATURITY**

- 6.1 Each Fixed Rate ISA issue has a specified Maturity Date which is set out in the Details of Terms section of the Information Sheet. At least 14 days before the Maturity Date, we will contact you to remind you of this and give you information on the options available to you at maturity (unless your Fixed Rate ISA has a zero balance).
- 6.2 On the Maturity Date, or if the Maturity Date is not a business day, the next business day following the Maturity Date, your Fixed Rate ISA will convert to an Instant Access ISA.

## **7 WITHDRAWAL AND TRANSFERS**

- 7.1 Partial withdrawals are not permitted from your Fixed Rate ISA before the Maturity Date.
- 7.2 If you instruct us to transfer your Fixed Rate ISA to an external ISA manager, we will do so within 5 business days of receipt of your transfer instruction from your new ISA manager, or where you specify a date of transfer, within 5 business days of this date.

- 7.3 If you transfer your Fixed Rate ISA before the Maturity Date, we will convert your Fixed Rate ISA into an Instant Access ISA.
- 7.4 If you instruct us to transfer your Fixed Rate ISA, as set out in Fixed Rate ISA Term 7.2, before the Maturity Date, the Fixed Rate ISA will be closed and any money not transferred will be deposited into your Instant Access ISA. We will apply an Early Closure Charge as set out in Fixed Rate ISA Term 8.2 (except in the event of death).

## **8 CLOSURE**

### **8.1 Closure by you**

- 8.1.1 You may close your Fixed Rate ISA by giving written notice to your branch.
- 8.1.2 If you close your Fixed Rate ISA before the Maturity Date, we will apply an Early Closure Charge as set out in Fixed Rate ISA Term 8.2 (except in the event of your death).
- 8.1.3 If you close your Fixed Rate ISA before the Maturity Date, we will convert your Fixed Rate ISA into an Instant Access ISA.
- 8.1.4 Your deposit and any interest earned on your Fixed Rate ISA by the date of closure less the Early Closure Charge (if applicable) will be deposited into your Instant Access ISA.

### **8.2 Early Closure Charge**

- 8.2.1 If you close your Fixed Rate ISA before the Maturity Date, we will apply an Early Closure Charge as set out in the Details of Terms section of the Information Sheet and deduct it from any interest earned on your Fixed Rate ISA by the date of closure;
- 8.2.2 If the Early Closure Charge is more than the interest which has been earned on your Fixed Rate ISA by the date of closure, we will deduct the rest from your Fixed Rate ISA balance. This means that the amount will be taken from the deposit you invested and the closing payment made to you will be less than the deposit you invested;
- 8.2.3 If your Fixed Rate ISA is closed in the event of your death, an Early Closure Charge will not apply.

### **8.3 Closure by us**

- 8.3.1 We can close your Fixed Rate ISA immediately if:
- (a) we reasonably suspect that you have given us false information which would affect our decision to open, or to continue to provide, your Fixed Rate ISA;
  - (b) we reasonably suspect that your Fixed Rate ISA, or any other account you hold with RBS, is being used for an illegal purpose;
  - (c) you behave in a threatening or violent manner towards our staff;
  - (d) you were not entitled to open your Fixed Rate ISA; or
  - (e) we are required to do so by law or regulation.
- 8.3.2 Your deposit and any interest earned on your Fixed Rate ISA will be deposited into your Instant Access ISA.

### **8.4 Death of a Fixed Rate ISA holder**

- 8.4.1 If you die, we will close your Fixed Rate ISA when we receive notice of your death from your legal personal representatives. Your deposit and the gross interest will be paid to your legal personal representatives provided we are satisfied that they have the authority to receive the money and we may require a Grant of Probate or Letters of Administration (in England and Wales) or Confirmation (in Scotland) before releasing any monies to them. We will not apply an Early Closure Charge.
- 8.4.2 If you die, the interest earned on your Fixed Rate ISA up to the date of your death will be exempt from tax. Any interest earned after the date of your death will not be exempt from tax.

## **9 LIABILITY**

### **9.1 Our liability**

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.

## **10 COMMUNICATIONS**

- 10.1 We will contact you and provide communications to you by:
- (a) post;
  - (b) phone;
  - (c) email to the email address you have provided us;
  - (d) secure message to online banking (if you have registered for online banking);
  - (e) text message to the mobile phone number you have provided us; or
  - (f) notification to mobile banking (if you have registered for mobile banking).

Please note that notices and information sent to you by the methods set out at (c), (d) or (f) above may be sent by an electronic attachment (e.g. by a PDF or other similar electronic attachment). **We will never ask you to respond to an email or text message with your personal or security details.**

- 10.2 We will provide you with statements at least annually showing any transactions and interest paid into your Fixed Rate ISA since the previous statement.
- 10.3 We will provide you with a copy statement on request. There will be a charge of £3 for each request.
- 10.4 We will provide you with a certificate of deposit within 14 days of the Start Date of your Fixed Rate ISA.
- 10.5 You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- 10.6 If your contact details change, you should tell us promptly to ensure you receive your communications.
- 10.7 All communications to you will be in English.

## **11 CHANGES TO THE AGREEMENT**

- 11.1 If we have a valid reason for doing so, we may change these Fixed Rate ISA Terms and the Details of Terms section of the Information Sheet in the following way:
  - (a) if the change is to your disadvantage, we will give you at least 30 days' notice before the change comes into effect; or
  - (b) if the change is to your advantage, we will give you notice of the change within 30 days of the change coming into effect.
- 11.2 We will only make changes for one or more of the following reasons:
  - (a) to reflect a change in any requirements or guidance from Her Majesty's Revenue & Customs or any regulatory authority that sets rules that we are required to comply with;
  - (b) to reflect a change in the law or a decision by a court or ombudsman;
  - (c) to reflect changes in any codes of practice to which we subscribe;
  - (d) to enable us to make reasonable changes to the way we manage your Fixed Rate ISA as a result of changes in technology or in the systems used by us;
  - (e) to provide for an improvement to any services or facilities we offer in connection with your Fixed Rate ISA, or the introduction of any new service or facility;
  - (f) to proportionately reflect legitimate cost increases or reductions associated with providing the particular Fixed Rate ISA, service or facility; or
  - (g) to make these Fixed Rate ISA Terms and the Details of Terms section of the Information Sheet clearer.
- 11.3 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 Fixed Rate ISA Terms or a summary of the changes. You can request a copy of the Fixed Rate ISA Terms at any time. The Fixed Rate ISA Terms are also available on our website [rbs.co.uk](http://rbs.co.uk) and in our branches.
- 11.4 If we give you notice of a change to these Fixed Rate ISA Terms or the Details of Terms section of the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you have the right to close your Fixed Rate ISA without loss of interest or the application of an Early Closure Charge.
- 11.5 If you do not close your Fixed Rate ISA, you will be deemed to have accepted the changes. This right will not be affected by any terms here or in the Details of Terms section of the Information Sheet which would otherwise prevent you closing your Fixed Rate ISA or closing it without loss of interest or the application of an Early Closure Charge.

## **12 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT**

We may transfer, assign, or pass our rights or obligations under the agreement or arrange for any other person or organisation (a "Transferee") to carry out our rights or obligations under the 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 REMOTE BANKING TERMS**

### **13.1 Introduction**

This Fixed Rate ISA Term applies if we have agreed that you may use our telephone and/or online banking services to operate your Fixed Rate ISA.

### **13.2 Security procedure**

13.2.1 You must keep your security details (which include the identifying words, codes and numbers agreed between us) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

13.2.2 You must not disclose your security details to any other person or online service or record your security details in any way that may result in them becoming known to another person or online service.

After initial registration 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.

13.2.3 If you suspect someone knows your security details you must contact us immediately.

13.2.4 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 our services. Please note that this includes any input errors or instructions sent by anyone but yourself. You should not leave the device you are using unattended while you are logged on to one of our services.

13.2.5 You are responsible for making sure information either stored or shown on your device(s) is kept secure.

### **13.3 Transactions**

Where you instruct us to make a payment through the services, 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.

### **13.4 Availability of the services**

While we will make reasonable efforts to provide our services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

### **13.5 Variation/termination of the services**

13.5.1 We may suspend, withdraw or restrict the use of our services where:

- (a) we have reasonable grounds to suspect that your security details have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- (c) 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 tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

13.5.2 You may give us notice to terminate your use of our telephone and/or online services by giving us written notice or calling our telephone service. The notice will not be effective until we receive it.



## **Braille, 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)**

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

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Calls may be recorded.

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