

Your Savings Terms

Savings Account Terms

Fixed Term Savings Account Terms

Fixed Rate ISA Terms

About this booklet

This booklet includes the Terms for Royal Bank of Scotland savings accounts and fixed rate products. If you have any questions, please just pop into branch or call us on **03457 24 24 24** (Minicom 0800 404 6160).

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

Who are our regulators?

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We're entered on the Financial Services Register and our firm reference number is 121882.

Financial Services Compensation Scheme

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

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

Changing your mind

For customers with a Fixed Term Savings Account, please see page 18 for your cancellation rights.

For customers with a Fixed Rate ISA, please see page 32 for your cancellation rights.

For all other savings customers

You can cancel your account within 14 days from the date of account opening, or the date you received the Terms and Information Sheet if that is later, by:

- writing to your branch (see **rbs.co.uk/branch** to find your local branch address);
- calling **03457 24 24 24**. +44 (0) 131 549 8888 from outside the UK. (Minicom 0800 404 6160);
- logging into online banking; or
- visiting your branch.

If you don't cancel your account, you'll remain bound by the **Savings Account Terms** and our **Information Sheet** until your account is closed.

What's included in this booklet

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Savings Account Terms

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1 Introduction

1.1 Your agreement with us

These **Terms** and our **Information Sheet** (found in the Savings Interest Rates booklet) form the agreement between you and **us** (The Royal Bank of Scotland plc). They explain how your account works and set out the rights and responsibilities that each of us has regarding your account. The **Mobile Banking Terms** also form part of our agreement if we have agreed that you may use our Mobile Banking service to operate your account.

References to **you** in these Terms and the Information Sheet includes each account holder (if you have a joint account with us). **You** also includes any third parties you've authorised to act on your behalf where the term relates to giving us instructions.

Please ask us if you ever need up-to-date copies of any of the documents which make up our agreement. You can also find these Terms and the Information Sheet at [rbs.co.uk/savings-terms](https://www.rbs.co.uk/savings-terms) The Mobile Banking Terms can be found at [rbs.co.uk/mobileterms](https://www.rbs.co.uk/mobileterms)

These Terms apply to the following Royal Bank of Scotland savings accounts:

- First Saver Account
- Instant Saver Account
- Instant Access Savings Account
- Instant Access ISA

1.2 Using your savings account

- Your account must not be used for business purposes.
- Your account is not designed for everyday payments so you can't set up standing orders or direct debits or have an arranged overdraft, and your salary or wage must not be paid directly into your account.
- Cheque books are not available with your account.

1.3 Joint accounts

Any one of you can discuss your account with us or give us instructions (without the consent of the other account holder(s)). This includes instructions to withdraw all of the money in your account or close your account.

If you don't want your account to work in this way, any one of you can tell us that we can only accept instructions from all of you acting together. After this happens, all instructions must be in writing and signed by all of you. This means that you won't be able to use our telephone, mobile or online banking services, or use a cash card as these services rely on us being able to accept instructions from just one of you.

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

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

1.4 The law that applies to your agreement

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

2 Giving us your instructions

2.1 Giving us your instructions

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

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

2.2 Delaying or refusing to act on your instructions

We'll always follow your instructions, **unless**:

- we reasonably believe that you didn't authorise the instruction;
- we reasonably suspect the instruction is fraudulent;
- it's necessary to reject your instruction to protect you or us from a crime;
- your instructions are unclear or incomplete;
- following your instruction would mean that we breach a law or regulation that we must comply with;
- following your instruction would mean your account goes overdrawn (below £0); or
- we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved.

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

If you'd like to know why we didn't follow your instruction you can call us on **03457 24 24 24**, **+44 (0) 131 549 8888** from outside the UK. (Minicom **0800 404 6160**). If we can, we'll explain why we didn't follow your instruction unless there's a legal or security reason which means we can't tell you.

3 Paying money into your account

When we refer to **business day** below we mean Monday to Friday excluding bank holidays.

3.1 Electronic transfers

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

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

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

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

3.2 Cash

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

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

3.3 Cheques

If a cheque from a UK bank or building society is paid into your account, we'll process the cheque using the "2-4-6" process. We've explained how this works in the table below.

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

If a cheque is paid into your account **after 3.30pm on a business day or on a non-business day**, the "2-4-6" process will begin on the next business day.

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

If a cheque is paid into your account at a **Post Office®**, the "2-4-6" process will begin when we receive the cheque from the Post Office® (normally two business days after you pay it in).

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

4 Taking money out of your account

When we refer to **business day** below we mean Monday to Friday excluding bank holidays.

4.1 Using your cash card

You may be given a cash card to access the money in your account. The cash card cannot be used to make purchases. You can only withdraw cash if there's enough money in your account.

The Information Sheet sets out the maximum amount of money you can withdraw from a cash machine or at any Post Office® each day. This limit applies to withdrawals inside and outside the UK and we may change it from time to time.

4.2 Charges for using your cash card

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

4.3 Paying charges from your account

Any charges you incur will be taken directly from your account. There may be other charges for additional services not covered in these Terms (for example, a CHAPS payment) but we'll always tell you about these charges before the service is provided.

If a court order or legal process brought by a third party against you is served on us (for example, telling us to freeze your account), we may charge you an administrative fee (minimum of £25). We'll take this directly from your account and let you know when we've taken it.

4.4 Timescales for transferring money to other accounts

You can transfer money from your account to any other account based in the UK. In most cases the transfer will be made using the Faster Payments Service and the money will be added to the payee's account immediately (unless you ask us to make the transfer on a particular date in the future). A **payee** is the person you intend to pay. In limited circumstances (for example, if we suspect fraud), the payment may take longer to reach the payee's account.

There are daily limits on the amount that can be transferred out of your account online, through telephone or mobile banking. Please see the Information Sheet for the current daily limits and how to withdraw amounts in excess of the daily limits.

If we can't use the Faster Payments Service and the payment is to be made in the UK, then the following timescales will apply:

Type of payment	When will the payment reach the payee's account following receipt of your instruction?
Sterling electronic payment	By the end of the next business day
Sterling paper-based payment	By the end of the second business day

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

If you want to make a payment in another currency or a payment outside the UK, separate terms will apply. Different timescales will also apply and we'll tell you about this when you arrange the payment.

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

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

4.5 Cancellation of a payment

We can't stop a payment you've asked us to make, unless it's for a future date. If you ask us to make a payment on a future date and you change your mind, you can stop this payment by speaking to one of our branch staff, by contacting telephone banking or by logging into online banking (if you set the payment up on online banking). Payments can't be stopped after they've been processed.

4.6 Tax

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

4.7 Using money in your account to repay money you owe us

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

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

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

5 Interest

If interest is payable, it'll be calculated each day and paid monthly, quarterly or annually depending on the type of account you hold.

The Information Sheet we give you at account opening explains when any interest will be paid to you and the rate that applies to your account.

You can also find out information about our interest rates by:

- asking at any of our branches;
 - calling **03457 24 24 24**;
 - visiting **rbs.co.uk**;
 - logging into online banking; or
 - referring to your account statement.
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6 Keeping your account safe and limiting the use of your account

6.1 What you need to do to keep your account safe

You must:

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

We'll **never**:

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

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

6.2 What you need to do if you think someone knows your security details or you've lost your cash card or mobile device

- If you think that someone else might know your card or security details or if you suspect that someone may have used your account without your permission, please tell us as soon as possible by calling **0345 300 3986** (or **+44 125 230 8047** from outside the UK) or by contacting a member of staff at one of our branches; or
 - If you need to report a cash card as lost or stolen please tell us by calling **0370 600 0459** (or **+44 125 230 8047** from outside the UK), visiting any branch or by accessing our webchat service at **rbs.co.uk**. If you use your mobile device to make payments from your account (for example, through the mobile app) and your mobile device is lost or stolen, please tell us by using these contact details.
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6.3 Limiting the use of your account or your services

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

- we reasonably believe that your security details or cash card details haven't been kept safe;
- we reasonably suspect that your security details or your cash card have been used fraudulently or without your permission;
- a restriction applies to your account (for example, we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved); or
- we believe it's appropriate in order to protect your account.

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

6.4 Notifying you of concerns

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

7 What happens when something goes wrong?

7.1 What to do if an incorrect or unauthorised payment is taken from your account

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling **03457 24 24 24** or contacting your branch.

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

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

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

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

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

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

A **payer** is the person or organisation you receive a payment from.

We may take a payment from your account if the payer's bank tells us that this payment was sent to you incorrectly.

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

If the payment is a CHAPS payment, we'll ask you before we take the money from your account.

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

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

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

What happened?	Will we refund you?
You acted fraudulently.	We won't refund you in any circumstances.
An unauthorised payment was taken from your account before you received your payment details.	We'll refund you (including any interest you've lost as a result of the payment being taken).
Your payment details were lost or stolen.	We'll refund all unauthorised payments but we may hold you responsible for the first £35 if we believe you should have been aware that your payment details were lost or stolen.
Your payment details were used to pay for something at a distance where the account holder doesn't need to be there (for example, online or over the phone).	We'll refund any unauthorised payments (including any interest you've lost as a result of the payment being taken).

What happened?	Will we refund you?
<p>You intentionally or with gross negligence failed to:</p> <ul style="list-style-type: none"> • use your payment details in accordance with these Terms (for example, you didn't take reasonable steps to keep your payment details safe); or • tell us as soon as you became aware that your payment details were lost or stolen or that an unauthorised payment was taken from your account. 	<p>We won't refund you for any unauthorised payments that were made before you notified us.</p>
<p>In any other situation where an unauthorised transaction was taken from your account.</p>	<p>We'll refund you (including any interest you've lost as a result of the payment being taken).</p>

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

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

7.5 Our general liability

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

8 Communications and statements

8.1 How we'll contact you

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

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

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

8.2 Statements

Unless we agree otherwise, we'll provide you with statements every month, free of charge, provided that there have been payment transactions on the account during the month. If you have an ISA, we'll provide you with a statement at least annually; this will also be free of charge.

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

8.3 Your contact details

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

9 Making changes to our agreement or changing your account to another account

9.1 Changing the Terms and Information Sheet

We can make changes to these Terms and our Information Sheet (excluding interest rates) if we have a valid reason. For example, we can make changes to:

- comply with changes in law, industry codes or regulatory requirements;
- reflect changes in the systems, schemes or suppliers we use;
- reflect changes in inflation or the costs we reasonably incur in providing accounts or services; or
- make the agreement clearer or more favourable to you.

We'll give you **at least 60 days' notice** before we make the change. We'll assume that you've accepted the change unless you switch or close your account during the notice period. If you choose to do this, you won't lose any interest and there are no closure fees.

9.2 Changing your interest rates

We can change the interest rate on your account to:

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

How we'll notify you:

Type of account	If we change the interest rate	Notice we'll give you	How we'll give you notice
All savings accounts (including ISAs)	in a way that is to your advantage	Either before the change comes into effect or at the earliest opportunity afterwards	By: <ul style="list-style-type: none"> • advertising the change in at least three daily newspapers and on our website rbs.co.uk; • displaying a notice of the change in our branches.
All savings accounts except ISAs	in a way that is to your disadvantage	At least 60 days	By: <ul style="list-style-type: none"> • post; • email to the email address you gave us; or • secure message to your inbox in online banking
ISA (where your account has a balance of £100 or more)	in a way that is to your disadvantage	At least 14 days	By: <ul style="list-style-type: none"> • post; • email to the email address you gave us; or • secure message to your inbox in online banking
ISA (where your account has a balance of less than £100)	in a way that is to your disadvantage	Either before the change comes into effect or at the earliest opportunity afterwards	By: <ul style="list-style-type: none"> • advertising the change in at least three daily newspapers and on our website rbs.co.uk; • displaying a notice of the change in our branches.

We'll assume that you've accepted the changes unless you switch or close your account during the notice period. If you choose to do this, you won't lose any interest and there are no closure fees.

9.3 Changing your account

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

- we decide to stop offering that particular type of account; or
- you're not eligible for the account (for example, if you move outside the UK, if we introduce new eligibility criteria, or we change any existing eligibility criteria for your account and you don't meet these).

We'll give you **at least 60 days' notice** before we change your account. We'll assume that you've accepted the change to your account unless you switch or close your account during the notice period. If you choose to do this, you won't lose any interest and there are no closure fees.

9.4 Transferring rights or obligations under this agreement

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

10 Closing your account

10.1 How to close your account

You can close your account at any time, without being charged any closure fees, by:

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- writing to your branch;
 - calling **03457 24 24 24**;
 - logging into online banking; or
 - visiting your branch.
-

10.2 When we can close your account

We can close your account **immediately** if:

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

We can also close your account by giving you **at least 60 days' notice**.

11 Making a complaint

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

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- visiting your nearest branch;
 - calling **03457 24 24 24**;
 - visiting **[rbs.co.uk/howtocomplain](https://www.rbs.co.uk/howtocomplain)** and using our **live WebChat** service; or
 - writing to us free post at **Customer Relations Manager, The Royal Bank of Scotland, Bede House, 11 Western Boulevard, Leicester LE2 7EJ**.
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Our complaints process is set out in full in our leaflet **Unhappy with our services? – Making things better**, which you can see online or request from one of our branch or telephone banking staff.

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

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

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

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

12 How we use your information

12.1 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), or contact your branch.

12.2 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 fraud prevention or government agencies);
- information that we learn about you through our relationship with you and the way you operate your accounts and/or services such as the payments made to and from your accounts;
- information that we gather from the technology which you use to access our services (e.g. location data from your mobile phone, or an Internet Protocol (IP) address or telephone number); and
- information that we gather from publicly available sources, such as the electoral register.

12.3 Accessing your information and other enquiries

If you'd like a copy of the personal information we hold about you, please write to:

Subject Access Request Team, The Royal Bank of Scotland Group, Ground Floor, Business House B, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ.

A fee of £10 is payable.

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

12.4 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 don't agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

12.5 How we use and share your information with other RBS companies

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

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

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

12.6 Sharing with third parties

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

- where we have your permission;
- where required for your product or service;
- where we are required by law and to law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- to third parties providing services to us, such as market analysis and benchmarking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- to debt collection agencies;
- to fraud prevention agencies;
- to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- where required for a sale, reorganisation, transfer or other transaction relating to our business;
- in anonymised form as part of statistics or other aggregated data shared with third parties;
- where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above; or
- with your consent, to any third party provider you ask to provide you with account information or payment initiation services.

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

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

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

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

12.7 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.

12.8 Marketing information

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

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

12.9 Communications about your account

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

We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in Term 12.5 above.

12.10 Fraud prevention agencies

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

- manage and take decisions about your accounts;
- prevent fraud and money laundering;
- check your identity; and
- trace debtors and recover debts.

We may share information about how you manage your account including your account balance. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.

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

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

- applications;
- insurance proposals and claims; or
- details of job applicants and employees.

We and other organisations may access and use this information from other countries.

If you'd like a copy of your information held by the fraud prevention agencies we use, please visit your branch where you can obtain their contact details. The agencies may charge a fee.

12.11 How long we keep your information

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

12.12 Security

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

Fixed Term Savings Account Terms

Changing your mind

You can cancel your Fixed Term Savings Account within 14 days from the date of account opening, or the date you received the Terms and Information Sheet if that is later, by writing to your branch (see [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address). You can post your written notice or hand it in.

If you cancel your account within the 14 day period we'll return your deposit and any interest earned to a UK bank account in your name. This can be a personal current or savings account with instant access, except a cash ISA. You'll need to let us know the details of the relevant account.

If you don't cancel your account, you'll remain bound by the Fixed Term Savings Account Terms and the Information Sheet until your account matures or is closed.

Your cancellation rights won't be affected by any of these Terms or by the Information Sheet. If you close your account within the 14 day period you won't lose interest and an Early Closure Charge won't apply.

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1 Introduction

1.1 Your agreement with us

These **Terms** and the **Information Sheet** form the agreement between you and us (The Royal Bank of Scotland plc). They explain how your account works and set out the rights and responsibilities that each of us has regarding your account. The **Mobile Banking Terms** also form part of our agreement if we have agreed that you may use our Mobile Banking service to operate your account.

References to **you** in these Terms and the Information Sheet include each account holder (if you have a joint account with us). **You** also includes any third parties which you've authorised to act on your behalf where the term relates to giving us instructions.

Please ask us if you ever need up-to-date copies of any of the documents which make up our agreement. You can also find these Terms and the Information Sheet at [rbs.co.uk/savings-terms](https://www.rbs.co.uk/savings-terms). The Mobile Banking Terms can be found at [rbs.co.uk/mobileterms](https://www.rbs.co.uk/mobileterms)

The Information Sheet includes the following important information for your account:

- issue number;
- duration;
- the last date for paying in or making withdrawals;
- the date the account starts (the "Fixed Term Start Date");
- the date the account matures (the "Maturity Date");
- minimum and maximum deposit;
- interest rate information;
- the charge payable if you close your account before the Maturity Date (the "Early Closure Charge"); and
- important dates for reinvestment.

In these Terms and the Information Sheet we use definitions to help simplify the wording. For example, the date your account matures is known as the "Maturity Date".

1.2 Joint Accounts

Any one of you can discuss your account with us or give us instructions (without the consent of the other account holder(s)). This includes instructions to withdraw all of the money in your account or close your account.

If you don't want your account to work in this way, any one of you can tell us that we can only accept instructions from all of you acting together. After this happens, all instructions must be in writing and signed by all of you. This means that you won't be able to use our telephone, mobile or online banking services as these services rely on us being able to accept instructions from just one of you.

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

If one of you dies, we'll accept instructions from the remaining account holder(s) and the account will pass into their name(s). See Term 6.4 "Death of an account holder" for more details on what can happen with the account.

1.3 The law that applies to your agreement

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

2 Giving us your instructions

2.1 Giving us your instructions

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

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

2.2 Delaying or refusing to act on your instructions

We'll always follow your instructions, **unless**:

- we reasonably believe that you didn't authorise the instruction;
- we reasonably suspect the instruction is fraudulent;
- it's necessary to reject your instruction to protect you or us from a crime;
- your instructions are unclear, or incomplete;
- following your instruction would mean that we breach a law or regulation that we must comply with;
- it would cause you to exceed any limit or restriction which applies to your account;
- the payment is not in Sterling, unless we agree otherwise; or
- we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved.

If we don't follow one of your instructions we'll usually tell you. If you'd like to know why we didn't follow your instruction you can call us on **03457 24 24 24** or **+44 (0) 131 549 8888** from outside the UK. (Minicom **0800 404 6160**). If we can, we'll explain why we didn't follow your instruction unless there's a legal or security reason which means we can't tell you.

3 Opening and managing your account

You must be aged 16 years or over to open and manage an account. If your account is opened and managed by trustees under a formal written trust, the trustees must also be aged 16 years or over.

You can choose to have the interest on your deposit paid into your Fixed Term Savings Account, or you can nominate a personal current or instant access savings account (except a cash ISA) with The Royal Bank of Scotland plc in your own name (your "Nominated Account"), and the interest will be paid into that account instead.

If you want to change your Nominated Account either write to your branch or call **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 Paying money into your account

When we refer to **business day** below, and in the rest of these Terms we mean Monday to Friday excluding bank holidays.

4.1 Your Deposit

The minimum deposit ("Minimum deposit") and the maximum deposit ("Maximum deposit") permitted for your account are set out in the Information Sheet.

Your deposit into your account may be made by cash, electronic transfer or cheque.

4.2 Minimum deposit

Your balance at the Fixed Term Start Date must not be less than the Minimum deposit, or your account will be converted to an Instant Saver Account, and your funds will earn interest at the rate applicable to the Instant Saver Account from the date that the account is opened. The interest rates for Instant Saver Account are available on

<http://personal.rbs.co.uk/personal/savings/instant-saver/product-information.html>

4.3 Additional deposits

We don't allow additional deposits into your account after 3.30pm on the last business day before the Fixed Term Start Date as set out in the Information Sheet.

4.4 Electronic funds

When we receive an electronic transfer, the money will be credited to your account immediately, and will start earning interest on the same day.

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

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

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

4.5 Cash

Cash will be credited to your account immediately. If you pay it in at a branch counter it will start earning interest immediately if the cash is received within normal branch opening hours. If the cash is received outside of normal branch opening hours it will start earning interest on the next business day.

4.6 Cheques

If a cheque from a UK bank or building society is paid into your account, we'll process the cheque using the "2-4-6" process. We've explained how this works in the table below.

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 Information Sheet.

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

If a cheque is paid into your account **after 3.30pm on a business day or on a non-business day**, the "2-4-6" process will begin on the next business day.

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

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

4.7 Taking money out of your account

- You can withdraw money from your account (in branch, online, or by calling telephone banking) until 3.30pm on the last business day before the Fixed Term Start Date as set out in the Information Sheet.
- If you withdraw funds from your account before the Fixed Term Start Date and your deposit at the Fixed Term Start Date is less than the Minimum deposit, your account will be converted to an Instant Saver Account.
- You can't make partial withdrawals from your account between the Fixed Term Start Date and the Maturity Date.

4.8 Timescales for transferring money to other accounts

You can transfer money from your account to any other account based in the UK until 3.30pm on the last business day before the Fixed Term Start Date as set out in the Information Sheet.

In most cases the transfer will be made using the Faster Payments Service and the money will be added to the payee's account immediately (unless you ask us to make the transfer on a particular date in the future). A **payee** is the person you intend to pay. In limited circumstances (for example, if we suspect fraud), the payment may take longer to reach the payee's account.

If we can't use the Faster Payments Service and the payment is to be made in the UK, then the following timescales will apply:

Type of payment	When will the payment reach the payee's account following receipt of your instructions?
Sterling electronic payment	By the end of the next business day
Sterling paper-based payment	By the end of the second business day

If an instruction is received on a **non-business day or after 3.30pm on a business day**, the process for making the payment will start on the next business day.

4.9 Tax

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

4.10 Using money in your account to repay money

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

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

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

5 Interest

Interest is calculated daily at the rate set out in the Information Sheet and paid into your Fixed Term Savings Account unless you have chosen to have it paid into a Nominated Account.

Your interest will be calculated daily and paid on the first business day of every month and on the Maturity Date. On the Maturity Date, we'll pay any outstanding interest earned into your account. If you have a Nominated Account, we'll pay any outstanding interest into that account.

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.

You can also find out information about our interest rates by:

- asking at any of our branches;
- calling **03457 24 24 24**;
- visiting **rbs.co.uk**;
- logging into online banking; or
- referring to your account statement.

You'll need to know your issue number or Maturity Date, which can be found on the Information Sheet.

6 Closing your account

6.1 How to close your account and Early Closure Charge

- **Before the Fixed Term Start Date**
 - You can close your account at any time before the Fixed Term Start Date and no Early Closure Charge will apply.
- **After the Fixed Term Start Date**
 - You can close your account before the Maturity Date by giving 35 days' written notice to your branch. To give this notice, you can either write to your branch, or hand it in in person to your local branch; and
 - We'll apply an Early Closure Charge as set out in the Information Sheet and will deduct it from your account. This will not apply if the account is closed in the event of your death or non-voluntary redundancy.

Your account will be closed and your deposit and any interest earned on your account by the date of closure, less any Early Closure Charge, 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 account, less any Early Closure Charge.

6.2 When we can close your account

We can close your account immediately if:

- we reasonably suspect that you have given us false information which was a significant factor in our decision to open your account, or to continue to provide it to you;
- we reasonably suspect that your account (or any other account you hold with us), is being used, or is planned to be used, for an illegal purpose;
- you behave in a threatening or violent manner towards our staff;
- you weren't entitled to open your account;
- we're required to do so by law or regulation;
- you're declared bankrupt;
- you've entered into a voluntary arrangement with your creditors to repay your debts; or
- you've used your account for business purposes.

Your deposit and any interest earned on your 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 instant access savings account, except a cash ISA).

6.3 Closing your account on non-voluntary redundancy

During the term of your account, you can, 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:

- your employer has terminated your employment by reason of non-voluntary redundancy; and
- 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.

6.4 Death of an account holder

If your 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 account holder or the survivor of a jointly held account, your legal personal representatives have the right to either:

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

If your legal personal representatives do not close your account, it'll continue until the Maturity Date and won't be automatically reinvested. At the Maturity Date the deposit and outstanding interest will be paid to your legal personal representatives.

When we receive notification of the death of a sole account holder, but you've a Nominated Account which is a joint account, we'll stop paying interest into your Nominated Account until your legal personal representatives tell us in writing where to pay it to. We'll only pay interest to a Royal Bank of Scotland personal current account or instant access savings account, except a cash ISA.

In the event of the death of a sole account holder, we'll 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.

7 Reinvestment of your account at Maturity

7.1 Information on options available at Maturity

On or around 14 days before the Maturity Date, we'll send you information on the options available to you when your account matures, and will also send you an Information Sheet for a new fixed term savings account issue.

7.2 If you want to reinvest or if you don't tell us what you want to do

• If you want to reinvest:

- Your deposit will be reinvested into the new fixed term savings account issue with the same rights of withdrawal, duration and interest payment frequency as 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 account when you took it out originally.

• If you don't tell us what you want to do:

- If, before the Maturity Date, you don't tell us that you want to opt out, we'll reinvest your deposit in the new fixed term savings account issue and pay the interest earned on your original account into the new fixed term savings account issue, or into your Nominated Account if you have one for your original account.

We'll write to you to confirm the details of your reinvestment.

7.3 If you don't want to reinvest

You'll have until 5 days before the Maturity Date (the **Opt Out Date**) to tell us that you don't want to reinvest. If you do this, then on the Maturity Date, we'll convert your account into an Instant Saver Account. If you've chosen to have interest paid into a Nominated Account any outstanding interest will be paid into your Nominated Account on the Maturity Date.

7.4 If you change your mind after your account has been reinvested

- If you change your mind or your request to opt out is received after the Opt Out Date, you'll still be able to opt out within 30 days from the date we reinvested your deposit. Around five working days after we receive your request, your account will be closed and your deposit and any interest earned on your account will be paid into a personal bank account in your name. If you don't have another account in your name a cheque will be sent.
- After the 30 day period has expired, you can close your account on the basis set out in Term 6.1.

7.5 When these reinvestment terms will apply

These reinvestment terms will apply on the maturity of every subsequent fixed term savings account issue.

8 Keeping your account safe and limiting the use of your account

8.1 What you need to do to keep your account safe

You must:

- take all reasonable steps to keep your security details safe and any passwords or log-in details for telephone, mobile or online banking
- keep your mobile device (for example, mobile phone or tablet) secure at all times and not let anyone else use them to make payments; and

- when you're logged into online or mobile banking, not leave the device (for example, the mobile phone or computer) you're using unattended and you must make sure that any information stored or displayed on your device is kept secure; and
- be aware that if you give your online banking password and log in details to a third party provider, we're not responsible for what they do with your details or account information.

We'll **never**:

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

If you're ever in doubt, please refer to the customer security centre at [rbs.co.uk/security](https://www.rbs.co.uk/security).

8.2 What you need to do if you think someone knows your security details

- If you think that someone might know your security details or if you suspect that someone may have used or accessed your account without your permission, please tell us as soon as possible by calling **0345 300 3986** (or **+44 125 230 8047** from outside the UK) or by contacting a member of staff at one of our branches.

8.3 Limiting the use of your account or your services

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

- we reasonably believe that your security details haven't been kept safe;
- we reasonably suspect that your security details have been used fraudulently or without your permission;
- a restriction applies to your account (for example, we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved); or
- we believe it's appropriate in order to protect your account.

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

8.4 Notifying you of concerns

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

9 What happens when something goes wrong?

9.1 What to do if an incorrect payment or unauthorised payment is taken from my account

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling **03457 24 24 24** or contacting your branch.

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

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

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

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

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

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

A **payer** is the person or organisation you receive a payment from.

We may take a payment from your account if the payer's bank tells us that this payment was sent to you incorrectly.

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

If the payment is a CHAPS payment, we'll ask you before we take the money from your account.

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

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

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

What happened?	Will we refund you?
You acted fraudulently.	We won't refund you in any circumstances.
An unauthorised payment was taken from your account before you received your payment details.	We'll refund you (including any interest you've lost as a result of the payment being taken).
Your payment details were lost or stolen	We'll refund all unauthorised payments but we may hold you responsible for the first £35 if we believe you should have been aware that your payment details were lost or stolen.
Your payment details were used to pay for something at a distance where the account holder doesn't need to be there (for example, online or over the phone).	We'll refund any unauthorised payments (including any interest you've lost as a result of the payment being taken).
You intentionally or with gross negligence failed to: <ul style="list-style-type: none">• use your payment details in accordance with these Terms (for example, you didn't take reasonable steps to keep your payment details safe); or• tell us as soon as you become aware that your payment details were lost or stolen or that an unauthorised payment was taken from your account.	We won't refund you for any unauthorised payments that were made before you notified us.
In any other situation where an unauthorised transaction was taken from your account.	We'll refund you (including any interest you've lost as a result of the payment being taken).

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

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

9.5 Our general liability

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

10 Communications and Statements

10.1 How we'll contact you

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

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

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

10.2 Statements

- We'll provide you with statements at least annually, free of charge, showing any transactions and interest paid into your account since the previous statement;
- We'll provide you with a copy of a previously issued statement for **£3**.
- We'll send a certificate of deposit within 14 days of the Fixed Term Start Date.

10.3 Your contact details

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

11 Changing the Terms and Information Sheet

We can make changes to these Terms and the Information Sheet (excluding interest rates) if we have a valid reason. For example, we can make changes to:

- comply with changes in law, industry codes or regulatory requirements;
- reflect changes in the systems, schemes or suppliers we use;
- reflect changes in inflation or the costs we reasonably incur in providing accounts or services; or
- make the agreement clearer or more favourable to you.

If the change is to your **disadvantage**, we'll give you at least 30 days' notice before the change comes into effect.

If the change is to your **advantage**, we'll give you notice of the change within 30 days of the change coming into effect.

If we give you notice of a change to these Terms or the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you've the right to close your account without loss of interest or the application of an Early Closure Charge.

We'll assume that you've accepted the changes unless you close your account during the notice period. If you choose to close your account, any terms here or in the Information Sheet will not prevent you closing your account, and you won't lose any interest or need to pay an Early Closure Charge.

12 Transferring rights or obligations under this agreement

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

13 Making a complaint

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

-
- visiting your nearest branch;
 - calling **03457 24 24 24**;
 - visiting [rbs.co.uk/howtocomplain](https://www.rbs.co.uk/howtocomplain) and using our **live WebChat** service; or
 - Writing to us free post at **Customer Relations Manager, The Royal Bank of Scotland, Bede House, 11 Western Boulevard, Leicester LE2 7EJ.**
-

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

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

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

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

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

14 How we use your information

14.1 Who we are

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

14.2 The information we hold about you

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

- information you give to us;
- information that we receive from third parties (including other RBS companies, third parties who provide services to you or us, and fraud prevention or government agencies);
- information that we learn about you through our relationship with you and the way you operate your accounts and/or services; 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); and
- information that we gather from publicly available sources, such as the electoral register.

14.3 Accessing your information and other enquiries

If you'd like a copy of the personal information we hold about you, please write to:

Subject Access Request Team, The Royal Bank of Scotland Group, Ground Floor, Business House B, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ.

A fee of £10 is payable.

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

14.4 Changes to the way we use your information

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we'll notify you and will allow a period of 60 days for you to raise any objections before the change is made.

However, please note that in some cases, if you don't agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

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

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

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

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

14.6 Sharing outside the Group

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

- where we have your permission;
- where required for your product or service;
- where we are required by law and by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- to third parties providing services to us, such as market analysis and benchmarking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- to debt collection agencies;
- to fraud prevention agencies;
- to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- where required for a sale, reorganisation, transfer or other transaction relating to our business;
- in anonymised form as part of statistics or other aggregated data shared with third parties;
- where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above; or
- with your consent, to any third party provider you ask to provide you with account information or payment initiation services

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

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

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

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

14.7 Transferring information overseas

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

14.8 Marketing information

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

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

14.9 Communications about your account

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

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

14.10 Fraud prevention agencies

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

- manage and take decisions about your accounts;
- prevent fraud and money laundering;
- check your identity; and
- trace debtors and recover debts.

We may share information about how you manage your account including your account balance. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.

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

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

- applications;
- insurance proposals and claims; or
- details of job applicants and employees.

We and other organisations may access and use this information from other countries.

If you'd like a copy of your information held by the fraud prevention agencies we use, please visit your branch where you can obtain their contact details. The agencies may charge a fee.

14.11 How long we keep your information

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

14.12 Security

We're committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we're taking to protect your information please visit [rbs.co.uk/security](https://www.rbs.co.uk/security).

Fixed Rate ISA Terms

Changing your mind

You can cancel your Fixed Rate ISA within 14 days from the date of account opening, or the date you received the Terms and Information Sheet if that is later, by writing to your branch (see [rbs.co.uk/branch](https://www.rbs.co.uk/branch) to find your local branch address). You can post your written notice or hand it in.

If you cancel within the 14 day period we'll return your deposit and any interest earned.

If you don't cancel your account, you'll remain bound by the Fixed Rate ISA Terms and the Information Sheet until your account is closed.

Your cancellation rights won't be affected by any of these Terms or by the Information Sheet. If you close your account within the 14 day period you won't lose interest and an Early Closure Charge won't apply.

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1 Introduction

1.1 Your agreement with us

These **Terms** and the **Information Sheet** 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. They explain how your account works and set out the rights and responsibilities that each of us has regarding your account. References to **account** in these Terms and the Information Sheet mean a Fixed Rate ISA. The **Mobile Banking Terms** also form part of our agreement if we have agreed that you may use our Mobile Banking service to operate your account.

References to **you** in these Terms and the Information Sheet include any third parties which you've authorised to act on your behalf where the term relates to giving us instructions.

Please ask us if you ever need up-to-date copies of any of the documents which make up our agreement. You can also find these Terms and the Information Sheet at [rbs.co.uk/savings-terms](https://www.rbs.co.uk/savings-terms). The Mobile Banking Terms can be found at [rbs.co.uk/mobileterms](https://www.rbs.co.uk/mobileterms)

The Information Sheet includes the following important information for your account:

- issue number;
- duration;
- the date your account starts (the "Start Date");
- the date your account matures (the "Maturity Date");
- minimum and maximum deposit;
- ISA subscription limits;
- interest rate information;
- the charge payable if you close your account before the Maturity Date (the "Early Closure Charge"); and
- key dates for your Fixed Rate ISA application.

In these Terms and the Information Sheet we use definitions to help simplify the wording. For example, the date your account matures is known as the **Maturity Date**.

1.2 The law that applies to your agreement

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

2 Giving us your instructions

2.1 Giving us your instructions

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

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

2.2 Delaying or refusing to act on your instructions

We'll always follow your instructions, **unless**:

- we reasonably believe that you didn't authorise the instruction;
- we reasonably suspect the instruction is fraudulent;
- it's necessary to reject your instruction to protect you or us from a crime;
- your instructions are unclear, or incomplete;
- following your instruction would mean that we breach a law or regulation that we must comply with;
- the payment is not in Sterling, unless we agree otherwise; or
- it would cause you to exceed any limit or restriction which applies to your account.

If we don't follow one of your instructions we'll usually tell you. If you'd like to know why we didn't follow your instruction you can call us on **03457 24 24 24** or **+ 44 (0) 131 549 8888** from outside the UK. (Minicom **0800 404 6160**). If we can, we'll explain why we didn't follow your instruction unless there's a legal or security reason which means we can't tell you.

3 Opening and managing your account

When we refer to **business day** below, and in the rest of these Terms, we mean Monday to Friday excluding bank holidays.

3.1 Individual Savings Account Regulations

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"). Words and phrases have the same meanings in these Terms as they have in the ISA Regulations.

3.2 Eligibility

- To open a Fixed Rate ISA you must be aged 16 years or over and either:
 - be resident in the United Kingdom; or
 - 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 be married to, or in a civil partnership with such a person.
- If you no longer meet the residency criteria above, you'll retain the benefits of your account up to the last business day you meet the criteria.
- You'll only be able to make further payments into your account if you satisfy the residency criteria again.
- You must:
 - not have subscribed to another cash ISA (including a Help to Buy: ISA) or invested the maximum amount in any combination of permitted ISAs in the same tax year;
 - hold the account solely in your own name; and
 - hold the money in your account in your beneficial ownership. This means it must belong to you at all times and must not be used as security for a loan.

3.3 Deposits and Subscription Limits

- The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit any excess money will be returned to you.
- The ISA subscription limits for the current tax year are set out in the Information Sheet.
- The minimum deposit ("Minimum deposit") and the maximum deposit ("Maximum deposit") allowed are set out in the Information Sheet.
- We'll tell you if we become aware that your account is, or will become no longer exempt from tax under the ISA Regulations.
- We'll satisfy ourselves that if we delegate to any person any of our functions and responsibilities under these Terms, they are competent to carry them out.
- If you make a subscription but do not invest the full ISA subscription limit for a tax year into your Fixed Rate ISA, you'll not be able to make further subscriptions for that tax year into any other cash ISA.

4 Paying money into your account

4.1 Minimum deposit

If at the start date ("Start Date") the balance in your account is below the Minimum deposit as set out in the Information Sheet then your Fixed Rate ISA will earn interest at the same rate as the lower tier of an Instant Access ISA (at the time your account is opened) for the time your balance is less than the Minimum deposit. See our current interest rates at [rbs.co.uk/isa](https://www.rbs.co.uk/isa)

4.2 Additional Deposits

- We don't allow additional deposits into your account after the **"Last date for receipt by us of tax year subscriptions"** as shown in the Information Sheet for the duration of your account.
- The above doesn't apply if:
 - you're transferring an ISA from an external ISA manager; and
 - we've received the transfer request by the "Last date for receipt by us of external ISA transfer requests" as shown in the Information Sheet.

4.3 Transfers from other ISAs

- We accept balance transfers from existing Royal Bank of Scotland ISA accounts so long as we receive the transfer request by the **"Last date for receipt by us of Royal Bank of Scotland internal ISA transfer requests"** as shown in the Information Sheet. Funds must be available to be transferred by the Start Date as shown in the Information Sheet.
- We accept balance transfer requests from external ISA managers so long as we receive the request by the **"Last date for receipt by us of external ISA transfer requests"** as shown in the Information Sheet. Funds must be available to be transferred by the Start Date as shown in 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 Electronic funds

When we receive an electronic transfer, the money will be credited to your account immediately, and will start earning interest on the same day.

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

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

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

4.5 Cash

Cash will be credited to your account immediately. If you pay it in at a branch counter it will start earning interest immediately if the cash is received within normal branch opening hours. If the cash is received outside of normal branch opening hours it will start earning interest on the next business day.

4.6 Cheques

If a cheque from a UK bank or building society is paid into your account, we'll process the cheque using the "2-4-6" process. We've explained how this works in the table below.

Funds paid in by cheque must be available in your account on or before the last business day before the Start Date as set out in the Information Sheet.

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

If a cheque is paid into your account **after 3.30pm on a business day or on a non-business day**, the "2-4-6" process will begin on the next business day. (For example, if you pay a cheque into your account at 4pm on Friday, it will be treated as being received on Monday and it will be available in your account on Friday (day 4)).

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

5 Maturity

Each Fixed Rate ISA issue has a specified Maturity Date which is set out in the Information Sheet. On or around 14 days before the Maturity Date, we'll contact you to remind you of this and give you information on the options available (unless your account has a zero balance).

On the Maturity Date (or if the Maturity Date is not a business day, the next business day), we'll convert your account to an Instant Access ISA. You'll be able to access your money on the following day, the Maturity Payment Date.

6 Taking money out of your account and ISA transfers

6.1 Taking money out of your account

You can withdraw money from your account (in branch or by calling telephone banking) until 3.30pm on the last business day before the Start Date as set out in the Information Sheet. Partial withdrawals are not permitted after this time. If you want to take money out of your account after this time and before the Maturity Date, you must close your account by giving written notice to your branch (see Term 8 below for more information).

6.2 Timescales for transferring money to other accounts

You can transfer money from your account to any other account based in the UK until 3.30pm on the last business day before the Start Date as set out in the Information Sheet.

In most cases the transfer will be made using the Faster Payments Service and the money will be added to the payee's account immediately (unless you ask us to make the transfer on a particular date in the future). A **payee** is the person you intend to pay. In limited circumstances (for example, if we suspect fraud), the payment may take longer to reach the payee's account.

If we can't use the Faster Payments Service and the payment is to be made in the UK, then the following timescales will apply:

Type of payment	When will the payment reach the payee's account following receipt of your instructions?
Sterling electronic payment	By the end of the next business day
Sterling paper-based payment	By the end of the second business day

If an instruction is received on a **non-business day or after 3.30pm on a business day**, the process for making the payment will start on the next business day.

6.3 Transferring your ISA

If you want to transfer your account to an external ISA manager, we'll carry out the transfer within 5 business days of receiving the instruction to transfer from your new ISA manager, or 5 business days from a date of your choosing.

If the transfer is **before** or **on** the Maturity Date, we'll convert your ISA to an Instant Access ISA and an Early Closure Charge will apply (except if you die). Details of the Early Closure Charge can be found in Term 8 below and in the Information Sheet. Your Fixed Rate ISA will be closed and if there is any money left in your account, it will be deposited into your Instant Access ISA.

If you want to transfer your ISA without incurring an Early Closure Charge the transfer must be dated at least the day **after** the Maturity Date, when your money is accessible.

6.4 Tax

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

6.5 Using money in your account to repay money

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

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

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

7 Interest

When we refer to **tax-free interest** below we mean interest which is exempt from UK income tax. The rate of interest which applies to your account, and the way it is calculated and paid is set out in the Information Sheet.

Where interest is paid annually:

- **Duration of Fixed Rate ISA is one year:** tax-free interest will be paid to your account on the first business day in April and on the maturity payment date (**Maturity Payment Date**);
- **Duration of Fixed Rate ISA is longer than one year:** tax-free interest will be paid each year to your account on the first business day in April. In the year your ISA matures, interest will be paid on the first business day in April and on the Maturity Payment Date. The Maturity Payment Date is set out in the Information Sheet. If this date is not a business day, interest will be paid on the next business day.

You can also find out information about our interest rates by:

-
- asking at any of our branches;
 - calling **03457 24 24 24**;
 - visiting **rbs.co.uk**;
 - logging into online banking; or
 - referring to your account statement.
-

You'll need to know your issue number or Maturity Date, which can be found on the Information Sheet.

8 Closing your account

8.1 How to close your account

- you can close your account **before** or **on** the Maturity Date by giving written notice to your branch;
- we'll apply an Early Closure Charge as set out in the Information Sheet and will deduct it from your account. No Early Closure Charge will be deducted if the account is closed because you die;
- your account will be closed, and we'll convert your Fixed Rate ISA into an Instant Access ISA; and
- your deposit and any interest earned on your account by the date of closure less any Early Closure Charge will be paid into your Instant Access ISA.

8.2 When we can close your account

We can close your account immediately if:

- we reasonably suspect that you have given us false information which was a significant factor in our decision to open your account, or continue to provide it to you;
- we reasonably suspect that your account (or any other account you hold with us), is being used, or is planned to be used, for an illegal purpose;

- you behave in a threatening or violent manner towards our staff;
- you weren't entitled to open your account;
- we're required to do so by law or regulation;
- you're declared bankrupt;
- you've entered into a voluntary arrangement with your creditors to repay your debts; or
- you've used your account for business purposes.

Your deposit and any interest earned on your account will be deposited into your Instant Access ISA.

8.3 Death of an account holder

If you die, we'll close your account when we receive notice of your death from your legal personal representatives. No Early Closure Charge will apply.

Your deposit and the tax-free interest will be paid to your legal personal representatives provided we are satisfied that they have the authority to receive the money. 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.

If you die, the interest earned on your account 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 Keeping your account safe and limiting the use of your account

9.1 What you need to do to keep your account safe

You must:

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

We'll **never**:

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

If you're ever in doubt, please refer to the customer security centre at [rbs.co.uk/security](https://www.rbs.co.uk/security).

9.2 What you need to do if you think someone knows your security details

If you think that someone might know your security details or if you suspect that someone may have used or accessed your account without your permission, please tell us as soon as possible by calling **0345 300 3986** (or **+ 44 125 230 8047** from outside the UK) or by contacting a member of staff at one of our branches.

9.3 Limiting the use of your account or your services

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

- we reasonably believe that your security details haven't been kept safe;
- we reasonably suspect that your security details have been used fraudulently or without your permission;
- a restriction applies to your account; or
- we believe it's appropriate in order to protect your account.

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

9.4 Notifying you of concerns

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

10 What happens when something goes wrong?

10.1 What to do if an incorrect payment or unauthorised payment is taken from my account

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling **03457 24 24 24** or contacting your branch.

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

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

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

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

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

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

A **payer** is the person or organisation you receive a payment from. We may take a payment from your account if the payer's bank tells us that this payment was sent to you incorrectly.

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

If the payment is a CHAPS payment, we'll ask you before we take the money from your account.

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

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

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

What happened?	Will we refund you?
You acted fraudulently.	We won't refund you in any circumstances.
An unauthorised payment was taken from your account before you received your payment details.	We'll refund you (including any interest you've lost as a result of the payment being taken).
Your payment details were lost or stolen	We'll refund all unauthorised payments but we may hold you responsible for the first £35 if we believe you should have been aware that your payment details were lost or stolen.
Your payment details were used to pay for something at a distance where the account holder doesn't need to be there (for example, online or over the phone).	We'll refund any unauthorised payments (including any interest you've lost as a result of the payment being taken).

What happened?	Will we refund you?
<p>You intentionally or with gross negligence failed to:</p> <ul style="list-style-type: none"> • use your payment details in accordance with these Terms (for example, you didn't take reasonable steps to keep your payment details safe); or • tell us as soon as you become aware that your payment details were lost or stolen or that an unauthorised payment was taken from your account. 	<p>We won't refund you for any unauthorised payments that were made before you notified us.</p>
<p>In any other situation where an unauthorised transaction was taken from your account.</p>	<p>We'll refund you (including any interest you've lost as a result of the payment being taken).</p>

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

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

10.5 Our general liability

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

11 Communications and statements

11.1 How we'll contact you

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

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

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

11.2 Statements

- We'll provide you with statements at least annually, free of charge, showing any transactions and interest paid into your account since the previous statement;
- We'll provide you with a copy of a previously issued statement for £3;
- We'll send a certificate of deposit as set out in the Information Sheet.

11.3 Your contact details

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

12 Changing the Terms and Information Sheet

We can make changes to these Terms and the Information Sheet (excluding interest rates) if we have a valid reason. For example, we can make changes to:

- comply with changes in law, industry codes or regulatory requirements;
- reflect changes in the systems, schemes or suppliers we use;

- reflect changes in inflation or the costs we reasonably incur in providing accounts or services; or
- make the agreement clearer or more favourable to you.

If the change is to your **disadvantage**, we'll give you at least 30 days' notice before the change comes into effect.

If the change is to your **advantage**, we'll give you notice of the change within 30 days of the change coming into effect.

If we give you notice of a change to these Terms or the Information Sheet which is to your disadvantage, then for a period of 60 days from the date of our notice, you've the right to close your account without loss of interest or the application of an Early Closure Charge.

We'll assume that you've accepted the change unless you close your account during the notice period. If you choose to close your account, any terms here or in the Information Sheet will not prevent you closing your account, and you won't lose any interest or need to pay an Early Closure Charge.

13 Transferring rights or obligations under this agreement

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

14 Making a complaint

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

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- visiting your nearest branch;
 - calling **03457 24 24 24**;
 - visiting **rbs.co.uk/howtocomplain** and using our **live WebChat** service; or
 - Writing to us free post at **Customer Relations Manager, The Royal Bank of Scotland, Bede House, 11 Western Boulevard, Leicester LE2 7EJ.**
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Our complaints process is set out in full in our leaflet **Unhappy with our services? – Making things better**, which you can see online or request from one of our branch or telephone banking staff.

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

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

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- **Exchange Tower, London E14 9SR**;
 - **0800 023 4567** (from a landline) or **0300 123 9123** (from a mobile);
 - **Complaint.info@financial-ombudsman.org.uk**; or
 - **www.financial-ombudsman.org.uk**
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You may also be entitled to use the European Commission's Online Dispute Resolution platform to resolve your complaint. The platform can be found at **ec.europa.eu/odr**

15 How we use your information

15.1 Who we are

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

15.2 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 fraud prevention or government agencies);
- information that we learn about you through our relationship with you and the way you operate your accounts and/or services;
- 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); and
- information that we gather from publicly available sources, such as the electoral register.

15.3 Accessing your information and other enquiries

If you'd like a copy of the personal information we hold about you, please write to:

Subject Access Request Team, The Royal Bank of Scotland Group, Ground Floor, Business House B, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ.

A fee of £10 is payable.

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

15.4 Changes to the way we use your information

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we'll notify you and will allow a period of 60 days for you to raise any objections before the change is made.

However, please note that in some cases, if you don't agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

15.5 How we use and share your information with other RBS companies

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

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

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

15.6 Sharing with third parties

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

- where we have your permission;
- where required for your product or service;
- where we are required by law and by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
- to third parties providing services to us, such as market analysis and benchmarking and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- to debt collection agencies;
- to fraud prevention agencies;
- to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- where required for a sale, reorganisation, transfer or other transaction relating to our business;
- in anonymised form as part of statistics or other aggregated data shared with third parties;
- where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above; or
- with your consent, to any third party provider you ask to provide you with account information or payment initiation services.

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

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

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

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

15.7 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.

15.8 Marketing information

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

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

15.9 Communications about your account

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

We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in Term 15.5 above.

15.10 Fraud prevention agencies

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

- manage and take decisions about your accounts;
- prevent fraud and money laundering;
- check your identity; and
- trace debtors and recover debts.

We may share information about how you manage your account including your account balance. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.

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

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

- applications;
- insurance proposals and claims; or
- details of job applicants and employees.

We and other organisations may access and use this information from other countries.

If you'd like a copy of your information held by the fraud prevention agencies we use, please visit your branch where you can obtain their contact details. The agencies may charge a fee.

15.11 How long we keep your information

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

15.12 Security

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

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)

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

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

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

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our registration number is 121882.

Calls may be recorded.

The Royal Bank of Scotland plc.
Registered Office: 36 St. Andrew Square,
Edinburgh EH2 2YB.
Registered in Scotland No. 90312.

rbs.co.uk

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