



PRIVATE CLIENT CONDITIONS OF USE



Private Client Conditions of Use

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Private Client Conditions of Use Introduction

- i. These Terms and Conditions (the 'Conditions') form part of the contract between you and us, The Royal Bank of Scotland International Limited trading as Coutts Crown Dependencies. The contract also includes the terms about interest rates and charges shown in the Banking Services, Dealing and Custody Fee Tariff (the "Tariff") and on couttscrowndependencies.com and in any confirmation letters we send to you regarding Fixed Term Deposits.
- ii. These Conditions are divided into General Conditions and Account Specific Conditions. The General Conditions apply to all accounts and services we offer to Private Clients. The Account Specific Conditions apply to particular accounts.
- iii. If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will apply.
- iv. Jersey law applies to the contract between you and us and the courts of Jersey shall have non-exclusive jurisdiction.
- v. We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- vi. We may agree other terms with you but these will only apply if agreed in writing and we can revoke any such other terms agreed with you at any time by telling you at least 60 days before revoking those terms unless the change is to your advantage, in which case we will tell you either before the change comes into effect or at the earliest opportunity afterwards.
- vii. You should read these Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these Conditions (and any other documents which form part of the contract between you and us) if you ask us. These Conditions are also available at www.couttscrowndependencies.com
- viii. In these Conditions we use the term 'business day' to refer to any day from Monday to Friday (inclusive) which is not a Jersey or UK Bank Holiday.
- ix. References in these Conditions to our Banking Services, Dealing and Custody Tariff and couttscrowndependencies.com, are references to those items as amended from time to time. We may change the terms about interest rates and charges in those items by exercising our powers under General Conditions 16 and 19.
- x. When these conditions require us to give you personal notice or service, this will be done by writing to you at the last address you provided to us for this purpose, or by telephone, text message, email, or secure message to your inbox in online banking (the Online Service) , or any other form of communication we agree, including through third parties.
- xi. All of the accounts that we offer are categorised as either '**Payment Accounts**' or '**Non-payment Accounts**' in the index to the Account Specific Conditions and in the Account Specific Conditions themselves. Where applicable, the Conditions will specify what type of account they apply to. Where the Conditions do not specify otherwise, they will apply to all accounts that we offer to you.
- xii. In these Conditions we refer to your Private Banker. Details and contact information for your Private Banker will be provided to you on or before the opening of your account. If you are unable to contact your Private Banker, please telephone us on +44 (0)1534 282345 or write to Coutts Crown Dependencies 23-25 Broad Street, St Helier, Jersey JE4 8ND.

General Conditions

Section A: Conditions of General Application

1. Your information

- 1.1 We are a member of NatWest Group plc (NatWest Group). For more information about other NatWest Group companies please visit natwestgroup.com, or contact your Private Banker
- 1.2 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. We have a duty to keep customer information confidential. This section sets out how we may share your information with other NatWest Group companies and third parties.
- 1.3 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'Privacy Notice') provided on our website www.couttscrowndependencies.com/privacynotice
- 1.4 We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website www.couttscrowndependencies.com/privacynotice. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 1.5 In respect of any personal information relating to a third party that you provide to us, you must:
 - a) notify the third party that you are providing their personal information to us and obtain their permission;
 - b) provide the third party with a copy of our Privacy Notice and these Terms;
 - c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 1.6 Your information may be shared with and used by other NatWest Group companies. We will only share your information where it is

necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.

- 1.7 We will not share your information with anyone outside NatWest Group except:
 - a) where we have your permission;
 - b) where required for your product or service;
 - c) where we are required by law and where lawful to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - g) with debt collection agencies;
 - h) with credit reference and fraud prevention agencies;
 - i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 1.8 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information

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relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.

- 1.9 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 1.10 NatWest Group will not share your information with third parties for their own marketing purposes without your permission.
- 1.11 We may transfer your information to organisations in other countries (including to other NatWest Group 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. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

2. Account restrictions and Unarranged Overdrafts

- 2.1 Accounts are available only to individuals aged 18 and over, and must not be used for business purposes. You must not use your account for any illegal purpose, which shall include tax evasion, or for the deliberate exploitation of weaknesses in the tax laws that apply to you.
- 2.2 We may limit the number of accounts you can have in any one currency.
- 2.3 You can make payments from an account if there are Sufficient Funds. **Sufficient Funds** means that either the cleared balance or any arranged overdraft is enough to cover the payment. The fact that a balance is shown on a statement or transaction advice does not necessarily mean the funds are cleared. If you do not have Sufficient Funds to cover more than one payment, we may decide which payment(s) to make.
- 2.4 If you do not have Sufficient Funds for a payment, we may treat a payment instruction as a request for an **Unarranged Overdraft**.
- 2.5 If we allow the Unarranged Overdraft, you must:
- repay the overdrawn amount on demand.
 - pay interest on the overdrawn amount at our Unarranged Borrowing Rate.
- 2.6 Our Unarranged Borrowing Rate is published in the Tariff, and is available on our website

(couthscrowndependencies.com) and by telephone. Interest is calculated on a daily basis and applied monthly.

- 2.7 If an Unarranged Overdraft is not allowed, we will refuse the payment due to lack of funds.
- 2.8 The fact that an Unarranged Overdraft has been allowed, does not mean that we will allow a future payment despite lack of funds which would have the same effect or that any arranged overdraft limit has changed.
- 2.9 Details of all interest paid or charged by us and fees and other charges relating to your account are in the Tariff and our Interest Rates Notice.

3. Giving us instructions

3.1 Instructions

- 3.1.1 You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your account.
- 3.1.2 You can give us instructions in a number of different ways, including in writing, by telephone, via our online banking service (which is accessed through our website or the mobile app), by card or by any other means we tell you are available. Where these Conditions refer to you contacting us in a specific manner, should you need reasonable adjustments please make us aware and we will discuss with you alternate arrangements where possible.
- 3.1.3 You can also give instructions through third parties whom you have authorised to act on your behalf, for example, powers of attorney. When this happens, we will treat each instruction from the other person as having been authorised by you.
- 3.1.4 All payment instructions will be transacted in sterling unless section 9 (Multi Currency Debit Cards) applies or we specifically agree otherwise.

3.2 Joint accounts

- 3.2.1 With **Joint Accounts**, references to 'you' in the Agreement include each account holder. If you have a joint account, we will (unless and until instructed otherwise under General Condition 3.2.2) accept instructions from any one of you. This means that any one of you can withdraw the full balance in your account, create an Unarranged Overdraft or close your account.
- 3.2.2 Any one of you may instruct us that we may only accept instructions from all of you acting together. If this happens, General Condition 3.2.4 below will apply.

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- 3.2.3 If we have notice that there is a dispute between you, for example an intended separation or divorce, we may decide only to accept instructions from all of you acting together. If this happens, General Condition 3.2.4 below will apply.
- 3.2.4 If General Condition 3.2.2 or 3.2.3 applies we will only act on your instructions if they are in writing and signed by all of you.
- 3.2.5 If one of you dies, we will accept instructions from the survivor(s), into whose name(s) the account will pass.

4. Payments into your account

4.1 Funds paid into your account

- 4.1.1 Funds can only be paid into your account electronically. Where we receive sterling funds from another source (including electronic transfers of funds into your account) the funds will be credited to your account and made available to you as soon as we receive them. Where we receive non sterling funds these will be credited to your account up to two days after we receive them.

4.2 Interest

- 4.2.1 We will pay interest in accordance with General Condition 4.2.2 on the daily cleared credit balance in your account unless the Account Specific Conditions for your account provide otherwise, or you instruct us not to.
- 4.2.2 Interest will be calculated and paid in the manner and at the rates set out on couthscrowndependencies.com or available on request from your Private Banker.
- 4.2.3 We do not pay interest on executor or administrator accounts.

4.3 Refusals

- 4.3.1 If we have a valid reason, we may refuse to accept a payment into your account. Where we refuse to accept a payment into your account, you can obtain information about the refusal and, if possible, our reasons for refusing to accept the payment, along with information on how to correct any errors that led to the refusal, by phoning us on +44 (0)1534 282345 (unless a legal reason or certain other limited circumstances beyond our control prevents us from providing you with this information).

5. Payments out of your account

- 5.1 You can give payment instructions, using our applicable security procedures:

- in writing;
- using an appropriate card (limits may apply for payments);
- online;
- by telephone; or
- by any other means we offer.

- 5.2 The time of an instruction is the time we receive it rather than the time you send it. However, if:

- we receive an instruction after the relevant cut-off time or on a non-Business Day, the time of receipt will be treated as the next Business Day. Some instructions may be processed on a non-Business Day. Details are available on request;
- the instruction is for a future dated payment or a SWIFT payment that specifies a value date, the time of receipt will be treated as the date of the payment (or if this is not a Business Day, the next Business Day) or the Business Day we have to make the payment to achieve the value date;
- if we ask you to confirm an instruction, the time of receipt will be treated as the time of the confirmation, or if this is after a cut-off time or on a non-Business Day, the next Business Day. The Account Operations Schedule, at the end of these Conditions, explains in more detail the different payment instruction options available and the cut-off and execution times. The fees for payments are detailed in the Tariff.

- 5.3 We do not guarantee:

- that you will always be able to make card payments or obtain cash from a machine;
- the continuous availability of our remote banking services including online services or telephone services;
- the absence of losses or delays in the transmission of communications caused by any internet service provider or other third party, or by software failure; or
- the authenticity or integrity of email (and similar) communications. Any information purportedly received from us should be regarded as provisional until verified by us.

- 5.4 You can authorise a third party to collect payments from an account using your card or the UK Direct Debit Scheme, or other Direct Debit schemes as advised by us (Private Current Account only). These payments can be one-off or recurring.

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- 5.5 You must resolve any dispute directly with the third party who collects a Direct Debit. Our duties under a Direct Debit scheme are not affected by your arrangements with the third party. For refunds of Direct Debits under the UK Direct Debit Scheme or to cancel a Direct Debit or Future Dated Faster Payment please refer to the Account Operations Schedule at the end of these Conditions.
- 5.6 If a payment is collected where the UK Direct Debit Scheme does not apply, and:
- you did not specify the exact amount of the payment;
 - the amount collected exceeded the amount that you could reasonably have expected (except increases resulting from exchange rate fluctuations) and you did not consent to our making the payment; and
 - you request a refund within eight weeks of the amount being taken from the account, we will ask you to provide the information we reasonably need to check the position and, within 10 Business Days of your request, we will either refund the full amount of the payment plus any interest lost or paid; or, explain why we believe it should be refused and explain how you can take the matter further if you wish. If we discover you were not entitled to a refund, we can take the payment back from your account and charge any interest or charges you owe for making the payment.

6. Delaying or refusing to act on your instructions

- 6.1 We will follow your instructions, unless we:
- need to check that the instruction is from you;
 - are concerned about fraudulent activity;
 - consider the instruction to be unclear, incomplete or not in the required form;
 - are concerned that the instruction might be contrary to a law, regulation, code or sanction;
 - believe that it is necessary to reject your instruction to protect you or us from a crime;
 - refuse an unarranged overdraft when there are not Sufficient Funds;
 - believe there is a dispute between joint account holders;
 - reasonably consider you have breached the Agreement;

- consider it would cause you to exceed any limit which applies to your account; or
- for any other valid reason.

- 6.2 Under the Current Account Switch Service, if an intended payee has switched accounts, the account details on your payment instruction are automatically updated so that the payment can be made.
- 6.3 If we do not follow an instruction, we will notify you and where legally possible, give the reasons for it and, if you ask us, discuss with you how to correct any errors in future.

7. Exchange rates

- 7.1 The exchange rate we will give you (the **Indicative Rate**) will be determined by reference to the foreign exchange market rates made available by information service providers, such as Reuters and Bloomberg. Rates change continually and the rate used by us for any transaction will be the rate at the time the transaction is processed. We may change our Indicative Rates immediately without notice.
- 7.2 Before giving instructions for a payment, you may request confirmation of the actual rate to be applied and, where possible, we will provide this. In other cases, we will inform you of the exchange rate applied as soon as reasonably practicable after processing.
- 7.3 If you instruct a payment to an account held in a different currency and do not agree that we should make the conversion, the receiving bank will apply its own rate of exchange.
- 7.4 Some currencies are restricted, and for some countries payment may be sent in the preferred currency of the destination country.
- 7.5 Exchange rates are adjusted as appropriate to take account of the transaction type, size, currencies, market conditions and overall cost of undertaking the transaction including:
- i. the costs related to execution including execution venue fees, clearing and settlement fees and other fees paid to third parties involved in the execution of the transaction; and
 - ii. any sales commission or sales margin, in addition to the bid/offer spread.
- 7.6 The sales margin charged by us is determined taking into consideration a variety of factors, which may include:
- i. Service level provided;

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- ii. The credit risk that we will take on when transacting with you;
 - iii. The cost of capital we incur as a result of the transaction;
 - iv. Volumes traded by you;
 - v. Competitiveness of the relevant marketplace; and
 - vi. Other factors that may be relevant to a particular transaction
- 7.7 Your statement will include details of the actual rate used in a particular transaction.

8. Multi Currency Debit Cards linked to an account (Private Current Account only)

- 8.1 There is a daily limit (both domestic and international) on the amount of cash which can be withdrawn using a card. We will advise the daily cash withdrawal limit for any card linked to an account (which may include the value of other transactions carried out at cash machines). We may adjust the limit from time to time. Some cash machines may have lower limits.
- 8.2 Except for Multi Currency Debit Card use where the payment/withdrawal is in the currency of the linked current account a debit card payment or cash withdrawal in a foreign currency will be converted to sterling at the Payment Scheme Exchange Rate (as determined by Visa or any other payment scheme that we may notify you of). The exchange rate used for conversion may differ from the exchange rate on the day of the card transaction.
- 8.3 When abroad, if you choose to have the transaction converted to sterling at point of sale, you will be charged the amount quoted in sterling and any conversion fee charged by the merchant. Any link you have established with your card and your local currency current account will then not apply and we will debit your sterling current account in this instance.
- 8.4 We may request additional authentication for a card to be used. We may supply a one-time passcode to verify the transaction. We may also call you, or ask you to call us, to verify transactions.
- 8.5 You may ask us to issue a card and security details to a third party. If we agree, you are responsible for ensuring that the additional cardholder complies with the terms applying to card use. You will have to pay for all use of the additional card and any account charges and interest arising.

- 8.6 We may give information about the account and other relevant matters to any additional cardholder.
- 8.7 You may end the use of a card at any time by contacting us.

9. Multi Currency Debit Card use (Private Current Account only)

- 9.1 Your card will be approved for Multi Currency Debit Card Use:
- 9.1.1 A card can only be linked to one current account for each foreign currency;
- 9.1.2 When a foreign currency current account is linked to your card, any debit card payment made or cash drawn in the relevant foreign currency will be taken directly from that account.
- 9.2 If you do not have Sufficient Funds in the foreign currency account, your sterling account will be used to make the payment and will be automatically debited (as long as it contains Sufficient Funds, or we permit an Unarranged Overdraft). Currency conversion charges will then apply in the usual way. If you wish this "default" to your sterling account to be switched off please contact your Private Banker. When abroad, if you chose to have the transaction converted to sterling at the point of sale, any link to your foreign currency current account will not apply and we will debit your sterling current account in this instance.

10. Charges

- 10.1 Charges for the operation of accounts and the other common charges are set out in the Tariff or are available on request. Charges for any service not covered by the Tariff will be explained before the service is provided.
- 10.2 We will apply to the account, the amount of any tax, duty or other charge levied on it by any authority.
- 10.3 You will also be responsible for paying any costs reasonably incurred by us in connection with an Unarranged Overdraft. These may include (but will not be limited to) costs of:
- communicating with you;
 - preserving, taking, enforcing and/or realising any security; or
 - taking steps, including court action, to obtain payment.

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- 10.4 We may apply to the account any interest, fees, charges or other costs, even if this results in or increases an Unarranged Overdraft. We may also pass on any costs charged by a beneficiary bank if you ask us to try to recover funds on your behalf or charge an administration fee.
- 10.5 A 'negative interest rate' is a rate that may be applied as a charge on credit balances held in account(s), to reflect the costs reasonably incurred by us in maintaining your account(s) in any currency.
- 10.6 Should we decide to charge negative interest on your account(s) in any currency, we will notify you in accordance with the account terms. We will calculate negative interest accrued on the same basis as credit interest in accordance with these Conditions. Negative interest will be debited from the applicable account, unless you request that it is debited from an alternative account.
- 11. Keeping accounts safe**
- 11.1 You and any additional cardholder must:
- keep your card and other security details safe including your card PIN and any passwords or log-in details for any remote banking service including telephone or online banking;
 - sign a card when you receive it;
 - take reasonable steps to prevent unauthorised use of your security details or security devices; and
 - be aware that if you give your online banking password and log in details to a third party provider, we will not be responsible for what they do with your details or account information.
- 11.2 If your card is lost or stolen, you suspect that someone who has not been authorised by you knows your card details or any security details, or if you suspect that someone may have used your account without your permission, during working hours on a Business Day you must contact us without undue delay by calling your Private Banker directly, or by calling us on + 44 (0)1534 282345. Outside of those hours you should call +44 (0)1534 282888.
- 11.3 We may give an appropriate third party any relevant information:
- in connection with the loss, theft or possible misuse of a card, PIN or other security details; or
 - to meet our obligations as a member of the card scheme.
- 11.4 If we detect suspicious activity on your account we may contact you via the contact number we have registered with us. You may be contacted on this number by our fraud team, or your Private Banker. We will never:
- phone you to ask for your 4-digit card PIN or your online banking password, even by tapping them into the telephone keypad;
 - ask you to withdraw money to hand over to us for keeping;
 - ask you to transfer money to a new account for fraud reasons, even if we say it is in your name;
 - send someone to your home to collect your cash, PIN or payment card if you are a victim of fraud; or
 - ask you to purchase goods using your card and then hand them over for safe keeping.
- 11.5 We have the right to refuse to process certain transactions if you have used one of our card services to restrict transactions of that type or to suspend your card, via the online banking service through our website or mobile app.
- 11.6 Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.
- 12. Closing or converting your account**
- 12.1 Closure by us**
- 12.1.1 This Agreement is indefinite, but we can close your account or terminate the Agreement immediately where we:
- a) reasonably suspect that you have given us false information; or
 - b) reasonably suspect that the account (or any other account you hold with us or are connected to) is being used for an illegal purpose; or
 - c) consider that you have behaved in a threatening or violent manner towards our staff; or

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- d) are required to do so by any law, regulation or sanction;
- e) reasonably consider that you are not meeting your obligations under the Agreement; or you were not entitled to open your account; or
- f) consider that there is a change in the way you operate an account or in your financial circumstances, so that we have reasonable grounds to believe that you may have difficulty in meeting your commitments to us.
- 12.1.2 We can also close your account on giving you not less than:
- 60 days' prior notice; or
 - such period of notice as you would have to give us in order to close your account (or to close it without paying a charge or suffering a loss of interest) whichever is longer.
- 12.1.3 If you have an account of fixed duration (such as a Fixed Term Deposit), we can only close your account under General Condition 12.1.1.
- 12.2 Closure by you**
- 12.2.1 You can close your account at any time for any reason without termination fees, but must:
- give us notice of this;
 - repay any money owed to us on the account, including payments not yet processed;
 - inform all third parties receiving Direct Debit and standing order payments that those payments will terminate; and
 - the Account Specific Conditions for your account permit you to do so.
- 12.2.2 If you close your account, we will apply any charges you have accrued on your account on a pro-rata basis.
- 12.3 Servicing account**
- 12.3.1 If on closure of your account in accordance with 12.1 or 12.2 above you have any accounts of fixed duration (such as a Fixed Term Deposit) or any Ancillary Products, and it is a requirement for you to have a payment account with us to maintain the Ancillary Product(s), we will open a new account solely for the purpose of servicing the Ancillary Product(s) until such Ancillary Product(s) can be closed or have been repaid (the 'Servicing Account').
- 12.3.2 The quarterly account fee set out in the Tariff will not apply to the Servicing Account.
- 12.3.3 Your instructions in relation to the Servicing Account can only be given to us by telephone or in writing.
- 12.3.4 You must ensure there are sufficient funds on the Servicing Account to meet any payments which are due on any of the Ancillary Products. If there are insufficient funds on the Servicing Account we may return the payment as unpaid which could cause you to be in arrears on the Ancillary Product.
- 12.4 Converting your account**
- 12.4.1 We may convert your account to another type of account on at least 60 days' notice. If we convert an account in this way, you will have the right (for a period of 30 days after the account is converted) to close the account (or switch to any other account we are willing to provide) without loss of interest or any additional charges.
- 12.4.2 We can do this if:
- we decide to no longer offer that particular type of account;
 - you are no longer eligible for that account or associated benefits (for example, we introduce new eligibility criteria or change any existing eligibility criteria for your account and you don't meet these); or
 - you are paying for an account you no longer or rarely use.
- 13. Liability**
- 13.1 Your liability**
- 13.1.1 You are responsible for payment of any debt that arises on your account. With a joint account, each account holder is jointly and severally liable.
- 13.1.2 If you owe tax (or other charges) to an authority in connection with your account, we may take this payment directly from your account. You are responsible for your own tax affairs and, if required, you should seek independent tax advice to ensure you remain compliant with the tax laws that apply to you.
- 13.2 Our liability and what happens when something goes wrong**
- 13.2.1 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 one of the numbers at the beginning of these Terms or contacting your branch.

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

If we pay money into your account by mistake, we can take the money out of your account. If we make an incorrect payment from your account, which was our mistake, we'll refund you (including any charges or interest that you've paid as a result of the payment being taken). If you tell us that we've made an incorrect payment based on incorrect payment details you gave us, we'll make reasonable efforts to recover the payment for you but we may not be able to recover it and we may charge you a fee for trying. If we can't recover the payment we won't refund you but we'll contact the payee's bank to ask for the payee's contact details for you. If an error is made in a Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information please see directdebit.co.uk. Please remember that the sort code and account number of an account identifies it, not the name of the account holder.

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

You consent to us providing information about you with the payer's bank to help them recover the payment. The information provided may include (without being restricted to) your full name and address and any communication we have with you about the incorrect payment.

13.2.4 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 (including whether the payment meant your account became overdrawn). In this table we refer to **payment details** – this includes your card, card details and your security details.

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

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

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

13.2.5 **Payments processed without you agreeing the amount**

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

- you didn't know the exact amount of the payment when you authorised it;
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
- the payment was made in the European Economic Area (EEA); and
- you ask for a refund within 8 weeks of the date the payment left your account.
- You won't be refunded if you gave your consent to the payment directly to us and at least 4 weeks in advance:
- we or the payee provided you with information about the payment; or
- information about the payment was made available to you through online banking or at any branch.

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

13.2.6 **Our general liability**

We won't be responsible for:

- any losses caused by circumstances beyond our control or the situation was abnormal or unforeseeable (for example, due to weather, terrorist activity or industrial action);
- Any indirect loss you may suffer as a result of our breach of the Conditions;
- Loss resulting from the use of email or Internet messaging or similar means of

communication (including the risk of your confidential information becoming public).

14. **Right of set-off**

If you have borrowed money from any part of The Royal Bank of Scotland International Limited (referred to as "us" or "we" in this section") and you fail to make a payment when it's due, we may use a credit balance on any other account in your name with us to pay or reduce any debt which you owe to us. This is called 'exercising set-off'. A joint account credit balance can only be used to pay or reduce a debt in joint names.

Coutts Crown Dependencies brand is operated by The Royal Bank of Scotland International Limited, so if for example you owe a debt to NatWest International that has become due and hold a deposit with Coutts Crown Dependencies we would be able to set the deposit off against the debt.

15. **Communications**

15.1 **Bank statements**

15.1.1 We will provide you with statements (usually, at least monthly) showing all amounts added to or taken from your account since the previous statement. For some accounts, we may provide statements at other frequencies.

15.1.2 Statements will include the following information relating to payments, where relevant:

- a) information identifying the transaction and, the payee (where you have made the payment) or the payer (where you are receiving the payment);
- b) the payment amount in the currency in which your account was debited or credited;
- c) the amount and, where applicable, a breakdown of any charges or interest payable by you; and
- d) the date on which the funds were debited from or credited to your account.

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

15.2 **Other communications**

15.2.1 When we communicate with you by telephone or similar means, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.

- 15.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- 15.2.3 If your name, address, telephone number or email address changes, you must notify us. If you notify us by telephone, we may ask you to confirm the change in writing.

16. Changes to the agreement and charges

16.1 General Provisions

- 16.1.1 If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally not less than 60 days before the change comes into effect.
- 16.1.2 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 60 days before the change comes into effect.
- 16.1.3 We reserve the right to change our remote banking services including online banking, telephone banking, or any other methods we make available to you to bank with us remotely, from time to time and shall give you notice of any material changes in accordance with this section 16.
- 16.1.4 We may suspend, withdraw or restrict the use of any remote banking services or any part of these where:
- a) we have reasonable grounds to suspect your security details have not been kept safe; or
 - b) for any reason set out in Section 6.1. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons afterwards where legally possible.

17. Copies of the Conditions

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

18. Your rights when changes are made

- 18.1 Following notice of a change to the Agreement or to charges or interest, you will (during the same notice period set out in these terms) have the right to close your account(s) without loss of interest or any charge for closing. If you do not, the changes will apply.

19. Changes to interest rates

19.1 Reasons for changing interest rates

- 19.1.1 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 central bank base rate or similar rate) or any other publicly listed market rate;
 - respond proportionately to changes in the interest rates charged by other banks and financial institutions on personal current accounts;
 - reflect changes in the costs we reasonably incur for maintaining the account;
 - 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; or
 - any other valid reason.
- 19.1.2 We reserve the right to apply negative credit interest if the prevailing market credit interest rate for the relevant currency becomes negative. In the event that your account is holding a currency which attracts negative interest, the amount we calculate will be taken from your account.

19.2 Notification of changes to interest rates on credit balances

- 19.2.1 We will give you notice of any change we make to the interest rates we pay on credit balances as follows:
- a) If we are changing the interest rates in a way that is to your advantage we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards by displaying the rate on our website couthscrowndependencies.com.
 - b) If your account is a Payment Account and we are changing the interest rates in a way that is to your disadvantage, we will notify you personally not less than 60 days before the change comes into effect.

- c) If your account is a Non-Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your disadvantage, we will notify you personally not less than 14 days before the change comes into effect.

20. Complaints

- 20.1 At Coutts Crown Dependencies, we place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your Private Banker. We have procedures designed to investigate and resolve your complaint fairly. If you would like a leaflet describing our complaints procedures, please ask at any of our offices or call +44 (0)1534 282345.

21. Bank Depositors Compensation Scheme

The Royal Bank of Scotland International Limited trading as Coutts Crown Dependencies is a participant in the Jersey Banking Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs or on request.

Under the scheme customers are entitled to make only one claim per licensed entity regardless of the number of brands or trading names contained within that licensed entity and customers are entitled to make one claim only per licensed entity in the jurisdiction where the deposits are held. Therefore as Coutts Crown Dependencies brand is operated by The Royal Bank of Scotland International Limited it is not licensed in its own right. A person with a deposit in Coutts Crown Dependencies and a deposit in NatWest International or Isle of Man Bank would thus only be entitled to make one claim.

Section B: Account Conditions

Account Specific Conditions

1. Private Current Account

These Private Current Account Specific Conditions form part of the Conditions and apply to the provision and operation of the Private Current Account.

- 1.1 This is a **Payment Account**.
- 1.2 This account has multi currency functionality. You will receive one account number and a Multi Currency Debit Card which apply to all available currencies on your account. The General Conditions set out how we will determine in which currency payments will be made.
- 1.3 Because you can make payments from your Private Current Account after any automatic daily transfer, you could become overdrawn after your daily transfer has taken place. You may be charged debit interest for any subsequent unauthorised overdraft. Unarranged overdrafts may be available at our discretion.
- 1.4 Your Private Current Account is an interest bearing account (this is applicable for both sterling and non-sterling balances held). Please see General Condition 4 for further details.
- 1.5 Direct Debit and standing order payments are permitted on this account.
- 1.6 Statements are issued monthly.

2. Private Reserve Account

These Private Reserve Account Specific Conditions form part of the Conditions and apply to the provision and operation of the Private Reserve. Instructions for a Private Reserve must be given by the same people who can give instructions for your Private Current Account linked to the Private Reserve.

2.1 Types of Private Reserves available

- 2.1.1 Private Reserve is a deposit account linked to a Private Current Account. If you do not have a Private Current Account, you must open one.
- 2.1.2 Private Reserve is available in a range of currencies. Details of available currencies can be obtained from your Private Banker.

2.2 Deposits and withdrawals

- 2.2.1 This is a **Non-Payment Account**. You can only transfer cleared funds from and to your Private Current Account.
- 2.2.2 We may set a minimum balance which must remain on a Private Reserve to keep it open.
- 2.2.3 You may set up automatic withdrawal and deposit arrangements between your Private Reserve and Private Current Account.

2.3 Interest

- 2.3.1 Interest will be paid in accordance with the balance bands and rates detailed in our **Interest Rates Notice** available on request or on our website couttscrowndependencies.com.

- 2.3.2 We calculate interest daily on your closing balance based on a 365 day year for sterling and a 360 day year for other currencies. A payment to the account not on a Business Day, or after 6.30pm on a Business Day, will not affect interest calculations until the next day.
- 2.3.3 Interest is paid quarterly at the end of March, June, September and December.
- 2.4 Closing a Private Reserve Account**
- 2.4.1 If the Private Current Account is under notice of closure, we may close your Private Reserve and any balance and accumulated interest will be transferred to your Private Current Account before it is closed.
- 2.5 Statements**
- We will provide statements quarterly unless you request otherwise.

3. Fixed Term Deposits

These Fixed Term Deposit Account Specific Conditions form part of the Conditions and apply to the provision and operation of our Fixed Term Deposits. Instructions for a Fixed Term Deposit must be given by the same people who can give instructions for your Private Current Account or Cash Management Account.

3.1 Fixed Term Deposits

- 3.1.1 Fixed Term Deposits are linked to a Private Current Account or a Cash Management Account. If you do not have one you must open one.
- 3.1.2 Fixed Term Deposits are available in sterling and other currencies. Details of available currencies can be obtained from your Private Banker.

3.2 Deposits and withdrawals

- 3.2.1 This is a **Non-Payment Account**. You may only make deposits by transferring cleared funds from your Private Current Account or Cash Management Account.
- 3.2.2 The periods available and minimum amounts required are available from your Private Banker.
- 3.2.3 You may not add to a Fixed Term Deposit during the fixed term.
- 3.2.4 When a deposit comes to an end, we will transfer the amount to your linked Cash Management Account or Private Current Account on the same Business Day, or if not a Business Day, on the next Business Day.

3.3 Early withdrawals or closing your Fixed Term Deposits

- 3.3.1 Withdrawals or early closure of Fixed Term Deposits are not permitted during the term of the deposit, except in the case of the death of an account holder. In this event, the deposit and interest to the date of early closure will be repaid if required.
- 3.3.2 A Fixed Term Deposit cannot be cancelled.
- 3.3.3 In order to renew a Fixed Term Deposit when it comes to an end you must contact your Private Banker.

3.4 Interest

- 3.4.1 We agree the Interest rate for Fixed Term Deposits when we open your deposit.
- 3.4.2 We calculate interest daily on your closing balance based on a 365 day year for sterling and a 360 day year for other currencies.
- 3.4.3 We pay interest on a Fixed Term Deposit at maturity.

3.5 Changes to interest rates

- 3.5.1 Interest rates for Fixed Term Deposits are fixed until the deposit matures.

3.6 Closing your Fixed Term Deposit

- 3.6.1 Subject to General Condition 12.1.1, we or you cannot close a Fixed Term Deposit before the expiry of the Fixed Term.

4. Cash Management Account

These Cash Management Account Specific Conditions form part of the Conditions and apply to the provision and operation of the Cash Management Account.

- 4.1 This is a **Payment Account**.
- 4.2 Cash Management Accounts are available in a range of currencies. Details of available currencies can be obtained from your Private Banker. A separate account must be held for each currency.
- 4.3 A Cash Management Account is an interest bearing account. Please see General Condition 4 for further details.
- 4.4 Statements are issued monthly.
- 4.5 Unarranged overdrafts may be available at our discretion.

Section C: Account Operations Schedule

1. Payments to your account

Please note that not all payment types are available on all account types. For more information speak to your Private Banker.

1.1 Electronic transfers

- (a) within the UK, Channel Islands or Isle of Man

There are different types of electronic transfers and the time it takes for a payment to clear will depend on the method by which the payment is sent. For example, CHAPS (Clearing House Automated Payment System) and Faster Payments are irrevocable and so are cleared funds as soon as they reach your account. Information relating to cut-off and execution times of electronic payments is detailed in the 'Payments from your account' table overleaf.

If you are expecting a payment from someone else direct to your account it is

important for them accurately to quote your six digit sort code ('18 03 00') and your account number both of which can be found on your bank statement.

- (b) receiving money from outside the UK, Channel Islands or Isle of Man

If you are expecting funds from the EEA or Switzerland, the payer must accurately quote your IBAN (International Bank Account Number) and (in some cases) the BIC (Business Identifier Code). These can be found on your Current Account statement. If you are expecting funds from outside these areas you can provide either your IBAN and BIC or your sort code, account number and the Coutts Crown Dependencies SWIFT code.

We will credit your account upon receipt of funds from the overseas bank and debit our charges to your account where applicable. If we apply an exchange rate to any transfer it will be our relevant Indicative Rate on the date of receipt unless a different rate has previously been agreed.

Payment type	Summary of payment type	Purpose	Debit and credit date
Debit Cards	This method is normally used to pay for goods and services wherever the Visa logo is displayed worldwide as well as by telephone and over the internet.	Useful for everyday spending. You can use it to pay for goods in shops and stores by Chip and PIN or contactless (valid only with certain cards). Chip and PIN has no limit as long as you have Sufficient Funds in your account, and the UK, Channel Islands and Isle of Man limit for contactless is £45.	The amount of the purchase is set against your available balance on the same day. However, it can take several days for the funds actually to be debited from your account as this will depend on the retailer/ merchant claiming payment.

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Payment type	Summary of payment type	Purpose	Debit and credit date
Faster Payments (sterling only)	<p>There are two types of Faster Payments: Immediate Faster Payments and Future Dated Faster Payments.</p> <p>Immediate Faster Payments:</p> <p>To quickly send £250,000 or less to someone whose bank is a member of the Faster Payments Scheme.</p> <p>Future Dated Faster Payments:</p> <p>This method is normally used where advance notice is given to send £250,000 or less to someone on a particular date and their bank is a member of the Faster Payments Scheme.</p>	Low to medium value immediate payments.	<p>Immediate Faster Payments are usually debited from your account and credited to the beneficiary account on the same Business Day, within a few hours of receiving your payment instruction. Future Dated Faster Payments are sent in the early morning on Business Days only.</p> <p>You must ensure Sufficient Funds are available in your account to cover Faster Payments. The payee's six digit sort code and account number is needed. Please note that the payee name as the account holder is not part of the electronic identification, so a mistake in one of the numbers means that a payment can go astray (and may be irrecoverable) even if the name was quoted correctly.</p>
Standing orders	<p>This method is normally used to send regular payments to a beneficiary's bank which is part of the Faster Payments Scheme. These payments are received by the beneficiary on the same Business Day as they are debited from your account. Standing orders can be set up on foreign currency current accounts. These are processed via Credit Transfers.</p>	<p>Regular payment (£250,000 or less subject to industry and internal limits). There is no maximum limit for foreign currency standing orders.</p>	<p>Payment instructions must be received before 11am on a Business Day for processing that day. If the instruction is received after 11am on a Business Day or on a weekend or bank holiday, the payment will not be processed until the next Business Day.</p>
Direct Debits	<p>These are regular payments where the beneficiary bank asks us to debit your Current Account for the payment.</p> <p>Direct Debits are set up by your signing a Direct Debit Mandate and returning it to the recipient, or by you providing the details over the phone or online. Direct Debit payments are protected under the UK Direct Debit Guarantee scheme.</p> <p>Please contact us if you need to reverse a Direct Debit payment.</p>	Regular payments to a company (eg a utility company)	The beneficiary bank claims the payment on the agreed dates.

Payment type	Summary of payment type	Purpose	Debit and credit date
CHAPS	<p>This method is normally used for high value payments which are critical in nature (eg a house purchase). They are guaranteed to be received by the beneficiary on the same Business Day they are sent.</p> <p>There is a charge when you use this service. Refer to Our Private Client Banking Tariff for further details.</p>	High value, urgent payments.	For same day CHAPS payment we must receive instructions by 11am on the day you request it or by 3pm for CHAPS payments made using the Online Service. CHAPS payments will then be debited from your account and credited to the beneficiary's account on the same day.

1.2 CHAPS Payments

Inbound CHAPS payments are processed as follows:

Process Step and Explanation

- Step 1 - Receipt of payment – This is when we receive an instruction to credit your account and the accompanying funds through CHAPS
- Step 2 - Approval to apply the payment – We will give this when we have checked that the sort code and account number for the payment are for an account that is open with us, is able to receive CHAPS payments and that there are no legal or regulatory barriers preventing us from applying the payment to your account.
- Step 3 - Credit to your account – The funds in your account will be increased by the amount of the CHAPS payment on the same Business Day that the payment is approved.

2. Payments from your account

Please note that not all payment types are available on all account types. For more information speak to your Private Banker.

There are many different payment options available.

Please see the General Conditions for circumstances where payments may be delayed or refused.

Where a currency conversion is required, payments may take longer than indicated below.

You can send money to individuals and companies, in the UK, Channel Islands and Isle of Man, from your sterling or currency Private Current Account by the following methods:

- We do not charge for cash withdrawals in sterling in the UK, Channel Islands and Isle of Man. There are charges for foreign currency cash withdrawals in the UK and for cash withdrawals in foreign currency outside the UK.
- We cannot prevent charges being applied by the ATM provider either in the UK or abroad.
- If you have instructed us to close your account using the Current Account Switch Service, you will only be able to use your card at a supplier where you can authorise the transaction with us. If this is not possible, payments will be declined.

2.1 CHAPS Payments

Outbound CHAPS payments are processed as follows:

Process Step and Explanation

- Step 1 - Receipt of your payment instruction – See the Core Terms for further information about giving instructions
- Step 2 - Your payment instruction is accepted by us for CHAPS processing – This happens when we've completed the necessary checks to ensure that your payment instruction can be processed. This will include verifying that your instruction is complete and has been signed in accordance with your mandate.
- Step 3 - We approve your payment instruction – This happens when we're satisfied that there are sufficient available funds in your account to allow the payment to be made and there are no legal and regulatory barriers preventing us from making the payment.

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Step 4 - Your payment instruction is sent for settlement and payment – This is when we submit your payment instruction to the CHAPS system. This will happen either within 90 minutes of Step 1 or 60 minutes of Step 2 depending on which is shorter (unless it is a future dated payment). If you give us your instructions via letter it may take longer than 90 minutes.

Step 5 - Funds are debited from your account – Your account will be debited on the same Business Day. You will notice that your available funds will be reduced by the amount of the payment immediately. The payment will be sent to the payees bank or provider for payment and settlement in accordance with the bank or provider’s terms of business.

2.2 International Payments from an account to other individuals or companies.

You can make payments to individuals and companies in all major currencies from your Private Current Account by credit transfer.

(a) Credit transfers

You will need to provide us with the name, bank branch and account number of the beneficiary – this may be the IBAN (International Bank Account Number) and (in some cases) the BIC (Business Identifier

Code). If you are sending money to the EEA or Switzerland, you may need to provide further information (which you will be informed of at the time of payment). Some countries (eg Canada) require additional information such as the beneficiary’s address.

Please note that the name of the account holder you are sending the payment to is not part of the electronic identification, so if you make a mistake in one of the numbers the payment can go astray (and may be irrecoverable) even if you quoted the name of the intended account holder correctly. Where instructions are with us by 11am, we will usually carry these out on the day of receipt or the next Business Day.

When sending payments we usually use an ‘agent’ bank. Note that the agent is responsible for forwarding your payment to the beneficiary bank. For payments made in US dollars to the USA, Canadian dollars to Canada and euro to Euro Zone countries our agent will forward your payment to the beneficiary bank on the Business Day we carry out your instruction. For other payments our agent will forward the money two Business Days later. Please note that the payment may not be received by the beneficiary on the day our agent forwards it as the time taken varies from country to country, and the beneficiary bank may apply charges.

Payment type	Can it be stopped? If so, how?	Timescales for cancelling or recalling a payment	Notes
Debit card single payments	No	N/A	We are unable to stop a card payment once you have instructed a retailer or service provider to debit your card. You must contact them to arrange for the payment to be stopped or refunded.
Debit card recurring payments	Yes	N/A	You may cancel recurring transactions or continuous payment authorities either by contacting us, or by contacting the supplier. If you cancel by contacting the supplier we recommend that you keep proof of the cancellation. If you request us to cancel we advise that you also give notice of the cancellation to the supplier because such cancellation does not affect any continuing obligation you may have to the supplier. Recurring transactions and continuous payment authorities are not covered by the Direct Debit Guarantee.

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Payment type	Can it be stopped? If so, how?	Timescales for cancelling or recalling a payment	Notes
Immediate Faster Payments	No	N/A	Once we have accepted your instruction for an Immediate Faster Payment, the payment is irrevocable. You must therefore ask the beneficiary to return your money.
Future Dated Faster Payments	Yes	We can stop a Future Dated Faster Payment if we receive your instruction before 4pm on the Business Day before it is due to be sent, or, where you raised the payment using the Online Service, before 11.59pm via the Online Service, on the Business Day before it is due to be sent.	
Same day CHAPS	No	N/A	Once we have accepted your instructions for a CHAPS payment, it is irrevocable. You must therefore ask the beneficiary to return your money.
Future Dated CHAPS	Yes	We can stop a future dated CHAPS payment if we receive your instruction before 4pm on the Business Day before it is due to be sent.	N/A
Standing orders	Yes	We can stop a standing order if we receive your instruction before 4pm on the Business Day before it is due to be sent, or, where you raised the payment using the Online Service, before 11.59pm via the Online Service on the Business Day before it is due to be sent.	
Direct Debit	Yes	To stop a Direct Debit we must receive your instructions by 4pm on the Business Day before it is due to be debited from your account.	You must also contact the retailer or service provider to ensure that no future claims for payment are sent to us. For UK Direct Debits, the UK Direct Debit Guarantee applies and you have the right to a refund.

3. Stopping a payment from an account

- 3.1 We are unable to stop a debit card payment once you have instructed a retailer or supplier to debit your card. You must contact them to arrange for the payment to be stopped or refunded.
- 3.2 For all other payments, payments can only be stopped if we receive your instruction before we have made the payment.

The table below sets out how you can stop or cancel payments from your account in more detail.

4. Pre-authorised payments

You may sometimes use your card to authorise a payment where the amount that is to be paid is not known, for example when you check into a hotel or hire a car. If this happens you should be asked to confirm the exact amount that will be blocked on your account. If you have agreed that an exact amount can be blocked, we will reduce your available funds and that amount will not be available for you to use. Once we become aware of the amount of the transaction, we will restore your available funds. Please note that if you make the payment using a different card or payment method, we will not know that payment has been made and it may take us longer to restore your available credit, but we will usually release the blocked funds after 7 days.

5. Cancelling an international payment

If you submit an international payment for us to act on immediately we will be unable to cancel the payment. If the payment is due to be initiated on a future date (ie either a specific date, on the last day of a certain period, or on a day on which you will provide us with funds to make the payment) you may not cancel the payment after the end of the working day before the date the payment process is due to be initiated.

Please note that transfer times for payments to non-EEA countries will vary depending upon the currency involved and the destination of the payment. Please speak to your Private Banker for further information.

The Royal Bank of Scotland International Limited trades in Jersey as Coutts Crown Dependencies. The Royal Bank of Scotland International Limited Registered Office: Royal Bank House, 71 Bath Street, St. Helier, Jersey JE4 8PJ. Tel oo 44 1534 282345. Business address: 23-25 Broad Street, St. Helier, Jersey JE4 8ND. Regulated by the Jersey Financial Services Commission.