



# PRIVATE CLIENT CONDITIONS OF USE





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## Private Client Conditions of Use

### 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 and on [couttscrowndependencies.com](http://couttscrowndependencies.com) and in any confirmation letters we send to you regarding Money Market 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 (except for General Condition 10.1.3).
- iv. Jersey law applies to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of Jersey. The courts of Jersey shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by any other means.
- 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 our office at 23 -25 Broad Street, St Helier, Jersey JE4 8ND.
- 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](http://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 9 and 10.
- 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 such other means (including through third parties) as we agree.
- 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 and Cash Account (a payment account)**

**1. Your information**

1.1 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 RBS companies and third parties.

1.2 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](http://www.couttscrowndependencies.com/privacynotice)

1.3 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](http://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.

1.4 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.

1.5 Your information may be shared with and used by other RBS 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.

1.6 We will not share your information with anyone outside RBS 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.

1.7 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 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.

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- 1.8 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.
- 1.9 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 1.10 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. 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. Opening an account

#### 2.1 Availability

- 2.1.1 Private Current, Private Reserve and Private Notice are available only to individuals and must not be used for business purposes.

### 3. Giving us instructions

#### 3.1 Instructions

- 3.1.1 You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your account.
- 3.1.2 Your instructions can be given to us in writing (which must include your signature(s)), or if we agree by telephone and by any other means we tell you are available.
- 3.1.3 Where your instructions are not in writing, we are entitled to accept and act on them if they have been confirmed by use of the security procedures which we notify you of from time to time.
- 3.1.4 Where you give us instructions by telephone you should authenticate the transaction using the security procedures mentioned in General Condition 13.
- 3.1.5 In some cases, you may authorise another person to instruct us to debit money from your account. When this happens, we will treat each instruction from the other person as having been authorised by you.
- 3.1.6 We may refuse to act on your instructions if:
- a) we reasonably believe that you did not give us the instructions; or

- b) we reasonably suspect fraudulent activity; or
- c) your instructions are unclear, incomplete or not in the required form; or
- d) we might act contrary to a law, regulation, code or other duty which applies to us; or
- e) it would cause you to exceed any limit or instruction which applies to your account (such as a daily cash withdrawal limit from cash machines); or
- f) we have any other valid reason for not acting on your instructions.

If we refuse to make a payment we will notify you by either letter, telephone, text message or any other form of communication we agree, and if possible, give our reasons for doing so. You can obtain written information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting your Private Banker (unless legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

- 3.1.7 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.
- 3.1.8 All payment instructions will be transacted in sterling unless we specifically agree otherwise.
- 3.1.9 We agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them.
- a) Payment instructions given on a non-business day will be treated as received on the next business day.
  - b) Payment instructions received after 3.30pm on a business day will be treated as received on the next business day or as otherwise notified.
  - c) Instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a business day, it will be treated as received on the next business day.

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d) Where we refuse to make a payment in accordance with your payment instructions, we will treat the instructions as if they had not been received for the purpose of calculating payment timescales.

### 3.2 Joint accounts

- 3.2.1 If you have a joint account, we will (unless and until instructed otherwise under General Condition 3.2.2) accept instructions from any one of you. This means that any one of you can withdraw the full balance in your account.
- 3.2.2 Any one of you may instruct us that we may only accept instructions from all of you acting together. If this happens, General Condition 3.2.4 below will apply.
- 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:
- a) 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.
- 3.2.6 If the joint account is to be closed, the authority to do this must be provided in writing and signed by all parties to the account.

### 3.3 Protecting your account

- 3.3.1 In order to protect your account against misuse, you must:
- a) keep your Security Details secret; and
  - b) tell us immediately if you think someone else may know any of your Security Details or if you suspect unauthorised use of your account by calling +44 (0)1534 282345; and
  - c) act with reasonable care, including taking reasonable steps to prevent unauthorised use of your Security Details; and
  - d) not act fraudulently; and
  - e) follow the security procedures described in General Condition 13 if you operate your account by telephone.
- 3.3.2 You will be responsible for all losses caused by:
- a) any fraudulent activity on your part; and
  - b) any person acting with your authority. General Condition 7.1 sets out in greater detail your responsibility for losses caused by your failure to protect your accounts.

3.3.3 General Conditions 13.3 and 13.4 set out our responsibility for losses caused by your failure to follow the security procedures for operating your account by telephone.

## 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.
- 4.1.2 Funds can only be paid into your account electronically. 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 [couttscrowndependencies.com](http://couttscrowndependencies.com) or can be obtained 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 from an 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

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- 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 Core Terms, 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 If you do not supply the correct account and receiving bank details (account number and sort code in the UK, or International Bank Account Number (IBAN) and (in some cases Bank Identifier Code (BIC) for overseas payments), even if the correct payee name has been provided, the funds being transferred may not be recoverable. We will make reasonable efforts to recover your payment. We may not be able to recover the payment and we may charge you a fee for trying. If we are unable to recover the payment we won't refund you, but you can write to us and ask for any relevant information which we hold regarding the payment to help you recover it.
- 5.4 For CHAPS payments, you must provide the correct payee name that matches the account and receiving bank details.
- 5.5 We do not guarantee:
- that you will always be able to make card payments or obtain cash from a machine;
  - the continuous availability of the Online Service 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.
- 5.6 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. These payments can be one-off or recurring.
- 5.7 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 Core Terms.
- 5.8 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.
- 5.9 All payments will be made in the currency in which the paying account is denominated, unless we agree otherwise.
- ### 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;



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

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 Our **Reference Exchange Rates** are available on request. 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 Reference Exchange 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 If we receive a payment for an account held in a different currency, we will apply our current Reference Exchange Rate.

### 8. Debit Cards linked to an account

8.1 Cards are only available to individuals aged 18 or over.

8.2 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.

8.3 Except for a card approved 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.

8.4 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.

8.5 Occasionally 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.

8.6 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.

8.7 We may give information about the account and other relevant matters to any additional cardholder.

8.8 You may end the use of a card at any time by contacting us.

### 9. Multi Currency Debit Card use

9.1 You can ask us to approve your card for Multi Currency Debit Card use:

9.1.1 you can then link the card to eligible foreign currency current accounts via the Online Service, telephone banking or your Private Banker. Not all currencies are eligible for this service;

9.1.2 cards can only be linked to one current account for each foreign currency;

9.1.3 once 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 Your payment will be declined if you do not have Sufficient Funds in the linked foreign currency current account. However, you may choose a 'default' to your sterling account so that if you do not have Sufficient Funds in the foreign currency current 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. Please contact your Private Banker to activate this service.

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.

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 any costs charged by a beneficiary bank if you ask us to try to recover funds on your behalf.

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 the account terms. 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 telephone, mobile 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, you must contact us without undue delay on 0800 092 5202 or textphone +44 (0)20 7309 0048 (quoting account number 833512) or via our mobile app.

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 will contact you via the contact number we have registered with us. You will be contacted on this number by our fraud team, your Private Banker (during working hours on a Business Day), or a member of the Coutts 24 team (outside of working hours).

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.

## 12. Closing or converting your account

### 12.1 Closure by us

12.1.1 We can close your account immediately if:

- a) we reasonably suspect that you have given us false information; or
- b) we reasonably suspect that your account is being used for an illegal purpose; or
- c) you behave in a threatening or violent manner towards our staff; or
- d) you were not entitled to open your account.

12.1.2 We can also close your account on giving you not less than:

- a) 60 days' prior notice; or
- b) 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 money market fixture), 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 charge, and we will forward any existing credit balance on your account to you, provided that:

- a) you inform us in writing that you wish to close your account; and
- b) you repay any money you owe to us, including the amount of any payment instructions you have made and any charges or interest incurred which we have not taken out of your account;

and

- c) 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 money market deposit) or any Ancillary Products, and it is a requirement for you to have a Cash 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 Banking Services, Dealing and Custody Fee 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:

- a) we may return the payment as unpaid which could cause you to be in arrears on the Ancillary Product.

## 13. Liability

### 13.1 Your liability

13.1.1 You are responsible for payment of any debt that arises on your account.

13.1.2 If you have a joint account, you will each be responsible for any money owing on your account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended.

13.1.3 Unless you have acted fraudulently, you shall not be liable for any losses incurred as a result of an unauthorised payment from your account:

- a) which arises after you have notified us in accordance with General Condition 3.3.1 b);
- b) where we have not, at any time, provided you with the appropriate means to make notification under General Condition 3.3.1 b).

### 13.2 Our liability

13.2.1 We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

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13.2.2 We will not be liable to you for any loss suffered in respect of payments that you have not authorised in accordance with General Condition 3, or which have been incorrectly paid, unless you notify us without undue delay on becoming aware of such unauthorised use or incorrect payment and, in any event, not later than 13 months after the date that your account is debited. This General Condition 13.2.2 shall not apply if we have failed to provide payment information to you in accordance with General Condition 14.1.2.

13.2.3 Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. We will not be liable for any changes applied by the receiving bank for their work in locating and applying funds that have been sent to them incorrectly. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.

### 13.3 Refunds

13.3.1 Where we make a payment from your account that you have not authorised in accordance with General Condition 3.1 and where you have notified us in accordance with General Condition 13.2.2, we will refund the amount of the unauthorised payment and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.

13.3.2 We are liable to you for making payments from your account correctly unless we can prove that the institution which holds the payee's account received the payment in accordance with the timescales set out in General Conditions 5.4.1 and 5.4.2. If we are liable, we will without undue delay refund the amount of the unpaid payment or defective payment and, where applicable, restore your account to the position it would have been in had the error not taken place.

## 14. Communications

### 14.1 Bank statements

14.1.1 We will provide you with statements showing all amounts added to or taken from your account since the previous statement.

14.1.2 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.

This information will appear in your statement or by calling +44 (0)1534 282345 or at your request.

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

### 14.2 Other communications

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

14.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.

14.2.3 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.

## 15. Changes to the agreement and charges

### 15.1 General Provisions

15.1.1 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.

15.1.2 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.

15.1.3 If you have an account of fixed duration such as a Money Market Fixed Term Deposit, we will only make changes under General Condition 15.1.2 if we have a valid reason for making the change.

### 15.2 Copies of the Conditions

15.2.1 If we make a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes. You can also request a copy of the Conditions at any time.

**15.3 Your rights when changes are made**

- 15.3.1 If we give you notice of:
- a) a change in the terms of our agreement with you under General Condition 15.1.1; or
  - b) the introduction of a new charge or a change in the amount of any existing charge under General Condition 15.1.2, then for a period of 60 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges.
- 15.3.2 Your rights under General Condition 15.3.1 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

**16. Changes to interest rates and exchange rates**

**16.1 Reasons for changing interest rates**

- 16.1.1 We may change the interest rates which apply to your account for any of the following reasons:
- a) to enable us to respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
  - b) to enable us to respond proportionately to changes in the interest rates paid or charged by other banks and financial institutions on personal current and savings accounts;
  - c) to reflect changes in the costs we reasonably incur in providing your account;
  - d) to reflect changes in the law or a decision by an ombudsman;
  - e) to enable us to meet changed regulatory requirements;
  - f) to reflect changes in any codes of practice to which we subscribe.
- 16.1.2 We may also change the interest rates which apply to your account for any other reason. If we do this, we will tell you the reason for the change.
- 16.1.3 Nothing in General Conditions 16.1.1 or 16.1.2 enables us to change an interest rate which, under the Account Specific Conditions, is fixed or tracks a specified rate or index.
- 16.1.4 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, this will result in a debit being applied to your account.

**16.2 Notification of changes to credit interest rates**

- 16.2.1 We will give you notice of any change we make to the interest rates we pay on credit balances as follows:
- a) If we are changing the interest rates in a way that is to your advantage we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards.
  - b) If your account is a Payment Account and we are changing the interest rates in a way that is to your disadvantage, we will notify you personally not less than 60 days before the change comes into effect.
  - c) If your account is a Non-Payment Account and we are changing the interest rates we pay on credit balances in a way that is materially to your disadvantage, we will notify you personally not less than 14 days before the change comes into effect. A change in interest rates is materially to your disadvantage where:
    - i) the interest rate that applies to your account falls by 0.25% or more in a single movement;
    - or
    - ii) there has been a total fall of 0.50% or more in the interest rate that applies to your account in any preceding 12 month period.
  - d) If your account is a Non-Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your disadvantage, but not materially so, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards.
  - e) If your account tracks a specified external rate or index, the provisions in a) to d) above do not apply. We will apply changes to the interest rates which apply to these accounts in accordance with the Account Specific Conditions and notify you at the earliest opportunity after the change comes into effect.
- 16.2.2 We will give you notice under General Condition 16.2.1 a), d) or e) by advertising the change on [couttscrowndependencies.com](http://couttscrowndependencies.com).

**16.3 Exchange rates**

- 16.3.1 The exchange rate we will give you will be determined by reference to the foreign exchange market rates made available by information service providers, such as Reuters and Bloomberg.

## Private Client Conditions of Use

- 16.3.2 These 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.
- 16.3.3 The sales margin charged by us is determined taking into consideration a variety of factors, which may include:
- i. Service level provided;
  - 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

16.4 Your statement will include details of the actual rate used in a particular transaction.

### 17. Account restrictions and Unarranged Overdrafts

- 17.1 Accounts are available only to individuals and must not be used for business purposes. Please note there are minimum age restrictions on some accounts. For further information consult your Private Banker.
- 17.2 We may limit the number of accounts you can have in any one currency.
- 17.3 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.
- 17.4 If you do not have Sufficient Funds for a payment, we may treat a payment instruction as a request for an **Unarranged Overdraft**.
- 17.5 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.

- 17.6 Our Unarranged Borrowing Rate is published in the Tariff, and is available at our branches, on our website ([couthscrowndependencies.com](http://couthscrowndependencies.com)) and by telephone. Interest is calculated on a daily basis and applied monthly.
- 17.7 If an Unarranged Overdraft is not allowed, we will refuse the payment due to lack of funds and you may be charged an Unpaid Item Fee.
- 17.8 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.
- 17.9 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.
- 17.10 Your Current Account is an interest bearing account (this is applicable for both sterling and non-sterling Current Accounts).

### 18. Complaints

- 18.1 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.

### 19. 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](http://www.gov.je/dcs) or on request.

**Section B: Telephone, Facsimile etc**

**20. Security Procedure for Telephone, Facsimile and Email etc**

- 20.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 20.2 You must not disclose your Security Details to any other person or record your Security Details in any way that may result in them becoming known to another person.
- 20.3 Where an instruction on the account is confirmed by use of the Security Details and the Service but you subsequently show that the transaction was not authorised by you, you will not be liable for the instruction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Conditions, and you have not acted fraudulently.
- 20.4 If you suspect someone knows your Security Details you must contact us immediately by calling +44 (0)1534 282345. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by the use of the Security Details, as set out in General Condition 13.2.2.

**20.5 Telephone**

- 20.5.1 This Section applies to you if we have agreed that you may use our telephone service which allows you to operate your account by telephone.
- 20.5.2 The General Conditions in Section B explain your rights and responsibilities and those of Coutts Crown Dependencies regarding the use of the Coutts Crown Dependencies telephone service.

**20.6 Definitions**

- 20.6.1 In this General Condition 13: 'Security Details' means the identifying words, codes and numbers agreed between you and us that are used in the security procedure. 'Service' means the Coutts Crown Dependencies telephone service when accessed using the telephone.

**20.7 Authority**

- 20.7.1 You authorise us to accept and act on instructions from you or a third party authorised by you, and to pay to and from your account(s) the amounts involved when the transaction has been authenticated by the use of the security procedure we require you to follow.
- 20.7.2 If you have a joint account, we will act on the instructions of any one of you (unless 19.7.3 applies) but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

- 20.7.3 The Service is not available for joint accounts where any one of you has instructed us that we may only accept instructions from all of you acting together.

**20.8 Transactions**

- 20.8.1 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

**20.9 Charges**

- 20.9.1 We reserve the right to charge you and you agree to pay the charges which apply when you use the Service or any part of it.

**20.10 Availability of the Service**

- 20.10.1 While we will make reasonable efforts to provide the Service, we will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service.

**20.11 Variation/Termination of the Service**

- 20.11.1 We reserve the right to change the Service from time to time and shall give you notice of any material changes in accordance with Section 15.
- 20.11.2 We may suspend, withdraw or restrict the use of the Service or any part of the Service where:
  - a) we have reasonable grounds to suspect that your Security Details have not been kept safe; or
  - b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
  - c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
  - d) we consider it appropriate for you or your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you 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.

- 20.11.3 You may terminate your use of the Service by notifying us. The notification will not be effective until we receive it.

## Private Client Conditions of Use

### 21. Facsimile

#### 21.1 Introduction

21.1.1 This Section applies to you if we have agreed you may give us instructions by Facsimile (fax).

#### 21.2 Security

21.2.1 We may require you to agree a verification process with us. If we do, you must keep any security procedures safe in accordance with General Condition 19.4.

#### 21.3 Authority

21.3.1 You instruct and authorise us to accept your fax instruction and to act upon it.

#### 21.4 Transactions

21.4.1 You are responsible for all transactions carried out using the fax service and for repayment of any debt that arises from use of the fax service.

#### 21.5 Liability

21.5.1 We will not be liable for any delays or for not carrying out any fax instructions which may occur while we complete or attempt to complete any verification procedure.

21.5.2 We will not be liable for any failure to carry out your instructions given by fax for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the fax service resulting from maintenance and upgrades to our systems or the systems of any party used to provide fax facilities.

### 22. Email and other forms of contact

22.1 We are not obliged to receive from you or submit to you information or correspondence by email, or similar methods.

22.2 If at your request we agree to do so, we may require you to agree a verification process. If we do so, you must keep any security procedures safe in accordance with General Condition 19.4.

22.3 You acknowledge that, due to the nature of the Internet and electronic communication, there is a risk that communications may not operate free from error or interruption. We shall not be liable:

22.3.1 in the event of any error or interruption in communications.

22.3.2 for any losses or delays in the transmission of communications to or from the Bank caused by any Internet Service Provider, by software failure or by any other third party.

22.3.3 for any breach of security (beyond our reasonable control) in using the means of communication.

22.3.4 for any indirect or consequential loss you may suffer as a result of using Internet email or Internet messaging or similar means of communication (including the risk of your confidential data entering the public domain).

22.4 You acknowledge that we cannot confirm completeness, authenticity, integrity or confidentiality of email (and similar) communications and that any information purportedly received from us should be regarded as provisional until verified by us.



## Section C: Account Conditions

### Account Specific Conditions

#### 1. Private Current Account

- 1.1 Private Current Accounts are available only to individuals 18 or over.
- 1.2 Credit interest is not available.
- 1.3 The people who give us instructions for the account must be the same people who give instructions in accordance with General Condition 3.2.
- 1.4 All payment instructions will be transacted in the currency in which your account is denominated unless we specifically agree otherwise.
- 1.5 Funds may only be paid into your account electronically
- 1.6 Funds will be credited to your account and made available to you as soon as we receive them.
- 1.7 If your Private Current Account is closed, or under notice of closure, any balance will be repaid to you.
- 1.8 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.

#### 2. Private Reserve Account

These Private Reserve Account Terms form part of the Private Client Agreement (as defined in the Private Client Core Terms) and apply to the provision and operation of the Private Reserve. If there is any conflict between these Terms and the Core Terms, these Terms will apply. 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 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**, which will be supplied on request.
- 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. Changes to interest rates

- 2.4.1 We can change the interest rates at any time. We will give you notice of any change we make to the interest rates:
- 2.4.2 if we are increasing the rates we will give you notice either before the increase comes into effect or at the earliest opportunity afterwards;
- 2.4.3 if we are reducing the rates, we will give you notice not less than 14 days before the reduction comes into effect.
- 2.4.4 Notice of an increase in the interest rate may, in addition to the ways described in the Important Information booklet, be given by:
  - (a) notice in a newspaper;
  - (b) information on our website [couthscrowndependencies.com](http://couthscrowndependencies.com); or
  - (c) notices in our offices.

#### 2.5. Closing a Private Reserve Account

- 2.5.1 In the event of the death of the account holder, the deposit and accrued interest to the date of closure will be paid. In the case of a joint account, if one of the joint account holders die, we will accept instructions from the survivor(s), into whose name(s) the account will pass.
- 2.5.2 We may terminate your Private Reserve on 30 days' notice. We will then transfer the balance and accumulated interest to your Private Current Account.
- 2.5.3 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.

## 2.6. Statements

We will provide statements quarterly unless you request otherwise.

## 2.7. Tax considerations

- 2.7.1 The tax treatment of this product is dependent on your tax status.
- 2.7.2 You are solely responsible for your own tax affairs and you must ensure that you comply with all your tax obligations in jurisdictions where you have, or may have, tax responsibilities.

## 3. Money Market Deposit Account

These Money Market Deposit Account Terms form part of the Private Client Agreement (as defined in the Private Client Core Terms) and apply to the provision and operation of our Money Market Deposits. If there is any conflict between these Terms and the Core Terms, these Terms will apply.

Instructions for a Money Market Deposit must be given by the same people who can give instructions for your Private Current Account.

### 3.1 Type of Money Market Deposits available

- 3.1.1 Money Market Deposit is an account linked to a Private Current Account. If you do not have a Private Current Account, you must open one.
- 3.1.2 The following Money Market Deposits are available:
- (a) Fixed Term Deposits (available in sterling and other currencies); and

### 3.2 Deposits and withdrawals

- 3.2.1 You may only make deposits by transferring cleared funds from your or Cash Management Account.
- 3.2.2 The minimum amounts you may place and maintain in Money Market Deposits in sterling are as follows:

|                           |                   |            |
|---------------------------|-------------------|------------|
| <b>Fixed Term Deposit</b> | 2 - 6 days        | £1,000,000 |
|                           | 7 - 27 days       | £50,000    |
|                           | 28 days or longer | £25,000    |
|                           |                   |            |

Different minimum amounts and periods may apply to other currencies. Details are available on request.

Deposits are only processed between 8.30am to 12.00 noon on a Business Day.

- 3.2.3 You may not add to a Fixed Term Deposit during the fixed term.

- 3.2.4 So long as the deposit does not fall below the minimum amount, you may withdraw from a Cash Management Account or Private Current Account.

- 3.2.5 Funds can only be transferred to and from your linked Cash Management Account or Private Current Account.

- 3.2.6 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 Money Market Deposit

- 3.3.1 Withdrawals or early closure of Money Market 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 In the case of a joint Money Market Deposit, if an account holder dies, we will accept instructions from the survivor(s), into whose name(s) the account will pass.
- 3.3.3 A Fixed Term Deposit cannot be cancelled.

### 3.4 Interest

- 3.4.1 We agree the Interest rate for Fixed Term Deposits when we open your deposit. We will confirm by post the rate which applies to 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 foreign currency. A payment not on a Business Day, or after 6.30pm on a Business Day, will not affect interest calculations until the next day.
- 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 Money Market Deposit

- 3.6.1 We or you cannot close a Money Market Fixed Term Deposit before the expiry of the Fixed Term.

### 3.7 Statements

- 3.7.1 We will provide statements quarterly unless you request otherwise.

### 3.8 Tax considerations

- 3.8.1 The tax treatment of this product is dependent on your tax status.

## Private Client Conditions of Use

- 3.8.2 You are solely responsible for your own tax affairs and you must ensure that you comply with all your tax obligations in jurisdictions where you have, or may have, tax responsibilities.

### **4 Cash Management Account**

- 4.1 Credit interest is not available
- 4.2 All payment instructions will be transacted in the currency in which your account is denominated unless we specifically agree otherwise.
- 4.3 Funds may only be paid into your account electronically.
- 4.4 Funds will be credited to your account and made available to you as soon as we receive them.
- 4.5 We may terminate your Cash Management Account on 30 days notice. We will then transfer the deposit and any accumulated interest to your Private Current Account.

# SCHEDULE ACCOUNT OPERATIONS

## 1. Payments to your account

### 1.1 Electronic transfers

#### (a) within the UK

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

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 SWIFT code.

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

## Core Terms

| Payment type                           | Summary of payment type   | Purpose   | Debit and credit date   |
|--|---|---|---|
| <b>Debit Cards</b>                     | <p>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.</p>  | <p>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 limit for contactless is £30.</p> | <p>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.</p>  |
| <b>Faster Payments (sterling only)</b> | <p>There are two types of Faster Payments: Immediate Faster Payments and Future Dated Faster Payments.</p> <p><b>Immediate Faster Payments:</b></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: 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> | <p>Low to medium value immediate payments.</p>  | <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.</p> <p>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> |
| <b>Standing orders</b>                 | <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 2pm on a Business Day for processing that day. If the instruction is received after 2pm on a Business Day or on a weekend or bank holiday, the payment will not be processed until the next Business Day.</p> <p>If the standing order is in sterling and the beneficiary bank is not a member of the Faster Payments Scheme or the payment value exceeds our limits, then the payment should be sent using CHAPS instead (see below).</p>  |

## Core Terms

| Payment type         | Summary of payment type   | Purpose  | Debit and credit date  |
|----------------------|---|--|--|
| <b>Direct Debits</b> | <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> | <p>Regular payments to a company (eg a utility company).</p> | <p>The beneficiary bank claims the payment on the agreed dates.</p>  |
| <b>CHAPS</b>         | <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>   | <p>High value, urgent payments.</p>                          | <p>For same day CHAPS payment we must receive instructions by 3.20pm on the day you request it or by 5.30pm 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.</p> <p>For same day CHAPS payment to settle a Coutts credit or charge card, we must receive instructions by 2.00pm to ensure the payment is applied to your account the same day.</p> |

## Core Terms

### 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

There are many different payment options available.

Please see the Core Terms for circumstances where payments may be delayed or refused.

Where a currency conversion (other than between euro and sterling for a payment within the EEA), is required, payments may take longer than indicated below.

### 2.1 You can send money to individuals and companies, in the UK, from your sterling or currency Current Account by the following methods:

- We do not charge for cash withdrawals in sterling in the UK. 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.
- We do not charge for sterling Faster Payments. Foreign currency payments, including transfers between accounts in the same currency, will be subject to a non-sterling Transfer Fee. Payments from a non-sterling account will be subject to a non-sterling Transfer Fee.

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.

### 2.2 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.
- 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.

### 2.3 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

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(and may be irrecoverable) even if you quoted the name of the account holder correctly.

Where instructions are with us by 12 noon, 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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| <b>Payment type</b>          | <b>Can it be stopped? If so, how?</b> | <b>Timescales for cancelling or recalling a payment</b>   | <b>Notes</b>  |
|------------------------------|---------------------------------------|---|---|
| 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.<br><br>For UK Direct Debits, the UK Direct Debit Guarantee applies and you have the right to a refund. |

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### 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 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.