

Private Client

***Conditions of Use for Current Account,
Account and Cash Card, Account Specific Conditions
and Online Banking***



Coutts

Private Client Conditions of Use – Introduction

These revised Conditions of Use are applicable on or after 1 November 2009 but they are reviewed from time to time and any changes will be notified to you in advance.

- i. These Terms and Conditions (the ‘Conditions’) form part of the contract between you and us, Coutts & Co (‘Coutts’). The contract also includes the terms about interest rates and charges shown in our leaflets Savings Rates and Banking Services for Private Clients Fee Tariff 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 Conditions 2.2 and 10.4).
 - iv. English 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 England. The courts of England 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 on our website www.coutts.com and at our branches and offices.
 - viii. Our Guide to using your Coutts Accounts sets out some important practical information on how to use your account effectively and safely.
 - ix. In these Conditions and in our leaflets Savings Rates and Banking Services for Private Clients and our Guide to using your Coutts Accounts we use the term ‘business day’ to refer to any day from Monday to Friday (inclusive) which is not a UK or local Bank Holiday.
 - x. References in these Conditions to our leaflets Savings Rates and Banking Services for Private Clients and
- A Guide to using your Coutts Accounts 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 Condition 10.
- xi. 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.
 - xii. 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.
 - xiii. 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 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK) or write to Coutts & Co, 440 Strand, London WC2R 0QS.

General Conditions

Section A: Conditions of General Application and current accounts (a payment account)

1. **Your information**

1.1 **Who we are**

1.1.1 We are a member of The Royal Bank of Scotland Group ('the Group'). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 (from within the UK) or +44 131 556 8555 (from outside UK), or Textphone 0845 900 5960 (from within UK) or +44 845 900 5960 (from outside UK).

1.2 **How we use your information and who we share it with**

1.2.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.

1.2.2 We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our clients' requirements;
- develop and test products and services.

1.2.3 We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

1.2.4 We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

1.2.5 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change, we shall write to you. If you do not object to the change within 60 days, you consent to that change.

1.2.6 If you would like a copy of the information we hold about you, please write to your private banker. A fee may be payable.

1.3 **Credit reference agencies**

1.3.1 We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account, including your account balance, credit limit and any arrears. We may also provide this information to credit reference agencies which may make this

information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

1.4 **Fraud prevention agencies**

1.4.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

1.4.2 Law enforcement agencies may access and use this information.

1.4.3 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

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

1.4.4 We and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries.

1.4.5 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact your private banker. The agencies may charge a fee.

2. **Opening an account**

2.1 **Availability**

2.1.1 Accounts are available only to individuals. Accounts must not be used for business purposes.

2.2 **Cooling Off**

2.2.1 You have a period of 14 days within which to cancel your account (other than a Money Market deposit).

2.2.2 The cancellation period mentioned in General Condition 2.2.1 begins on the later of the following two dates:

- a) the date your account is opened; and
- b) the first date on which you have received copies of:
 - these Conditions; and
 - our leaflets Savings Rates and Banking Services for Private Clients Fee Tariff; and
 - any other documents containing contractual terms relating to your account.

2.2.3 To cancel your account, you must send a written notice to your private banker.

2.2.4 If you cancel your account, we will return all the money in your account to you and any interest it has earned, and we will not impose any extra charges. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services.

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

2.2.6 Your rights under General Condition 2.2 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.

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)), by cash machine, 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.

3.1.5 In some cases, such as a Direct Debit, 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 instruction; 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 restriction 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.

Where we refuse to act on a payment instruction relating to your account, you can obtain information about the refusal and, if possible, our reasons for refusing the payment, along with information on how to correct any errors that led to the refusal, by phoning 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK) (unless a legal reason or certain other limited circumstances beyond our control prevents 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 In General Condition 5.5, 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. The Faster Payments Service permits us to receive and process payment instructions almost immediately. Further information on the Faster Payments Service is contained in our Guide to using your Coutts Accounts. The following provisions do not apply to the Faster Payments Service.

- 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.
- 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, clause 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, clause 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; and
- b) you will be unable to use our telephone banking service which depends on us being able to accept instructions from any one of you; and
- c) we may ask for the return of any Account Cards and Cash Cards. Until all cards are returned, card transactions may continue to be deducted from the Account; and
- d) we will continue to pay existing Direct Debits and standing orders unless any one of you instructs us not to.

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 PIN and your other 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 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK); 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 Conditions 13.3 and 13.4 if you operate your account by telephone; and
 - f) take the steps described in General Condition 14.2 if you have an Account Card or Cash Card.
- 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 8.1 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 your responsibility for losses caused by your failure to follow the security procedures for operating your account by telephone.
- 3.3.4 General Condition 8.1.4 sets out your responsibility for losses caused by the misuse of Account Cards or Cash Cards.

4. Payments into your account

4.1 Cash

- 4.1.1 The following terms apply if sterling cash is paid into your account:
- a) if the cash is paid in over a Coutts counter at 440 Strand, Cadogan Place, Fleet Street or Cavendish Square, the money will be added to your balance almost immediately (generally within two hours) and credited to your account for interest purposes (where applicable) the same day; or
 - b) if the cash is paid in over a NatWest counter the money will be added to your balance and credited to your account for interest purposes (where applicable) the same day; or
 - c) if the cash is paid in at a branch of The Royal Bank of Scotland, using a NatWest quick deposit facility or at any other UK bank on a business day, the money will be added to your balance and credited to your account for interest purposes (where applicable) up to three business days later.
- 4.1.2 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.
- 4.1.3 If non sterling cash is paid into your sterling account over a Coutts counter at 440 Strand, Cadogan Place, Fleet Street or Cavendish Square, we will convert it into sterling at our rate of the day and the money will be added to your balance and credited to your account for interest purposes (where applicable) the same day.
- 4.1.4 You can not pay in non-sterling cash into your account over any other banks' counter (including NatWest and The Royal Bank of Scotland).
- 4.1.5 Where we receive non-sterling funds from another source (including transfers of funds into your account) the funds will be converted into sterling at our rate of the day before being credited to your account up to two business days after we receive them.

- 4.1.6 We do not accept cash at Coutts offices without counter facilities.

4.2 Cheques

- 4.2.1 The following terms apply when a UK sterling cheque, which is issued by and deposited with us or another UK bank is paid into your account:
- a) If the cheque is paid in over a Coutts counter at 440 Strand, Cadogan Place, Fleet Street, Cavendish Square or reception at St Mary Axe, the money will be added to your balance the same day.
 - b) If a cheque is paid in at an office of Coutts other than those mentioned above, or over a NatWest counter, the money will be added to your balance the next business day.
 - c) If the cheque is paid into a branch of The Royal Bank of Scotland, using a NatWest quick deposit facility or at any other UK bank on a business day, the money will be added to your balance by the third business day after you paid it in (ie three business days after you pay it in). If you pay it in on a day that is not a business day, it will be added to your balance by the third business day after you paid it in.
 - d) The money will be credited to your account for interest purposes no later than two business days after it is added to your balance.
 - e) The money will be available for you to use no later than four business days after it is added to your balance.
 - f) If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. After that, we will not deduct the amount of your cheque from your balance unless you give your consent to our doing so or you were knowingly involved in a fraud concerning the cheque.
- 4.2.2 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out in General Condition 4.2.1.
- 4.2.3 If we allow you to draw funds against an uncleared cheque (or a cheque is returned under 4.2.1 f)), you may incur overdraft interest and fees. You may be charged interest at our Unarranged Borrowing Rate in accordance with General Condition 6.3.4.
- 4.2.4 For foreign currency cheques or cheques which are not issued by or deposited with a UK bank different cheque clearing procedures and longer time periods may apply than those stated in General Condition 4.2.1.
- 4.2.5 Paying cheques into your account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us.
- ### 4.3 Interest
- 4.3.1 We will pay interest in accordance with Condition 4.3.2 on the daily cleared credit balance in your account unless the Account Specific Conditions for your account provide otherwise, your account is in a currency other than sterling or you instruct us not to.

- 4.3.2 Interest will be calculated and paid in the manner and at the rates set out in our leaflet Savings Rates which can be obtained from your private banker or at any branch. You can also call 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK) or look on our website www.coutts.com.
- 4.3.3 We do not pay interest on executor or administrator accounts.
- 4.4 Refusal of payments into your account**
- 4.4.1 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 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK) (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 Withdrawals and other transactions**
- 5.1.1 If there are sufficient cleared funds in your account, you may carry out transactions on your account and withdraw money at any time. For your protection, there is a daily limit on the amount of cash you can withdraw using your card.
- 5.1.2 You may ask us to check the status of any payment you have instructed us to make and we will notify you of the outcome. This may involve us relying on another bank, building society or organisation involved in processing or receiving the payment for information.
- 5.2 Cheques**
- 5.2.1 When you pay a cheque out of your account, we may decide not to pay it if:
- there are not enough cleared funds in your account, or payment of the cheque would cause your account to exceed any arranged overdraft limit; or
 - the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
 - we have reasonable grounds to suspect fraudulent activity.
- 5.2.2 We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.
- 5.3 Cancellation and amendment**
- 5.3.1 If you want us to stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment on your account, you should advise us in writing to Coutts & Co, 440 Strand, London WC2R 0QS or by telephoning 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK). You may also instruct us to cancel a payment by the methods set out in our leaflet 'A Guide to using your Coutts Accounts'. You will not be able to stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment unless you advise us no later than the business day before the day on which we are due to debit the payment from your account. You will not be able to stop a cheque if you do not advise us before we are committed to pay the cheque. You must include the following details:
- cheque – cheque number and date, your account number, amount and name of payee;
 - standing order – name of recipient, amount and frequency;
 - Direct Debit – name of recipient, amount and frequency;
 - future dated payment – name of recipient, amount and due date for payment.
- 5.3.2 You cannot stop a cheque that has been guaranteed by your card.
- 5.4 Services and charges**
- 5.4.1 We may impose:
- charges for the operation and maintenance of your account, including management fees, overdraft charges, interest and unpaid item charges; and
 - other charges relating to your account or to the supply of services requested by you.
- 5.4.2 Our current charges for the operation of your account and the other charges we most frequently impose are set out in our leaflet Banking Services for Private Clients Fee Tariff. You can also find out about our charges by telephone, on our website www.coutts.com or by asking our staff. We will tell you about the charges for any service not covered by the leaflet Banking Services for Private Clients Fee Tariff before we provide the service and at any time you ask.
- 5.4.3 There may be other costs (such as taxes) imposed by third parties on your account. We may debit to your account the amount (if any) of any tax, duty or other charge levied on your account by any competent authority in connection with your account and which we may pay to such authority on your behalf.
- 5.5 Timescales for making payments**
- 5.5.1
- Where we make a payment using the Faster Payments Service, we will usually credit the institution which holds the payee's account within two hours of receiving your payment instruction. Further information on the Faster Payments Service can be found in our Guide to using your Coutts Accounts.
 - For other payments, where you instruct us to make a payment in sterling or in euro we will credit the institution which holds the payee's account:
 - By the end of the third business day following the one on which we receive your payment instructions (within the meaning of General Condition 3.1.9); or
 - For paper-based instructions, by the end of the fourth business day following receipt of your instructions.
 - For other payments to accounts held within the European Economic Area (EEA), we will credit the institution which holds the payee's account by the end of the fourth business day following receipt of your payment instructions.
 - For payments outside the EEA, different payment timescales will apply.
- 5.5.2 Where you instruct us to perform a currency conversion between euro and sterling, we will credit the institution which holds the payee's account by the end of the third business day following the one on which we receive your payment instructions provided that:

- a) the payee's account is held within the UK; or
 - b) in the case of a cross-border payment, the cross-border transfer takes place in euro.
- For other currency conversions, different execution times will apply.

6. Overdrafts and unpaid items

6.1 Availability

- 6.1.1 If you are aged 18 or over and you satisfy our criteria, a sterling overdraft facility of £2,500 is made available on one of your sterling Current Accounts when you open the account. This facility is not available on certain types of account, including executor, trustee and administrator accounts.
- 6.1.2 Unless indicated otherwise in the Account Specific Conditions for your account, arranged overdrafts are available on sterling accounts on request if you are aged 18 or over and you satisfy our criteria.
- 6.1.3 We may change your overdraft limit by giving you personal notice of the new limit. If we are reducing the limit:
 - a) we will normally give you not less than 30 days' notice of the reduction; but
 - b) our notice may provide for the reduction to come into effect immediately if, as a result of the way you operate your account or, of your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

6.2 Security

- 6.2.1 When we arrange an overdraft limit, we will provide you with details of any existing security we hold for the overdraft and any new security we require.
- 6.2.2 We will not be obliged to make the overdraft available until any security and preconditions we require have been completed to our satisfaction. We will require all security to be granted in our preferred form.

6.3 Unarranged overdrafts and unpaid items

- 6.3.1 If you issue instructions for a withdrawal or other payment which would result in:
 - a) your account becoming overdrawn, or further overdrawn without prior arrangement; or
 - b) your overdraft limit being exceeded,
 we will treat your instructions as an informal request for an unarranged overdraft. General Conditions 6.3.2 to 6.3.4 describe how we process your request and the charges we make when we do so.
- 6.3.2 If we are not obliged to accept your request (eg you have not used your Account Card to guarantee the payment of a cheque in accordance with Condition 16.5.1), we will decide, at our discretion, whether to accept it or not. If we reject your request, we may make a charge known as an Unpaid Item Fee.
- 6.3.3 If we decide we are willing to accept your request, we may make a charge known as an Unarranged Overdraft Fee.
- 6.3.4 Where you have an unarranged overdraft, in addition to any charge imposed under General Conditions 6.3.2 – 6.3.3, we will charge interest (known as debit interest) on the unarranged overdraft at a higher rate than the rate we charge on arranged overdrafts.
- 6.3.5 You will find details of the interest and charges mentioned in this General Condition 6.3 in our leaflets Savings Rates and Banking Services for Private Clients Fee Tariff.

- 6.3.6 If we allow an overdraft to be created or your arranged overdraft limit to be exceeded, this will not mean that your arranged overdraft limit has been changed, nor that we are bound to make any other payment which would have the same effect.

- 6.3.7 We may cancel any standing order or Direct Debit on your account if we reasonably think that the cleared balance (plus any unused arranged overdraft facility) on your account is unlikely to be sufficient to meet future payments under the standing order or Direct Debit.

6.4 Calculating your overdraft

- 6.4.1 To determine whether your instructions would result in an unarranged overdraft, we will look at the cleared balance (plus any unused arranged overdraft facility) on your account.
- 6.4.2 We may disregard any credits which have not cleared when we calculate the amount of your overdraft outstanding (and any interest payable). If we make a payment against credits which have not cleared, this does not mean that we are bound to do so at other times.

6.5 Repayment and termination of your overdraft

- 6.5.1 We will always tell you if we intend to place any restrictions on your ability to make withdrawals under an overdraft facility.
- 6.5.2 If we have a valid reason for doing so, we may give you personal notice withdrawing your right to overdraw your account, or demanding repayment of your overdraft, or both. Our notice will normally take effect after a period of not less than 30 days, but it may take effect immediately if:
 - a) you have broken any term of the contract between you and us; or
 - b) we have reasonable grounds to suspect fraudulent activity; or
 - c) as a result of the way you operate your account or, of your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.
- 6.5.3 You may terminate your overdraft facility at any time by telling us in writing. If you do this you must repay any overdraft immediately.

6.6 Interest, fees, charges and other costs

- 6.6.1 We will notify you personally if we charge a fee when we arrange or renew an overdraft. If a fee is payable, we will debit it to your account on or shortly after the day on which your overdraft is arranged or renewed.
- 6.6.2 Interest and charges relating to overdrafts (whether arranged in advance or not) will be payable and will be calculated and charged in the manner and at the rates set out in our Guide to using your Coutts Accounts, and our leaflets Savings Rates and Banking Services for Private Clients Fee Tariff and in any overdraft confirmation letter. Interest will be calculated on the daily cleared overdrawn balance on your account (both before and after any judgment for payment).
- 6.6.3 You will also be responsible for paying any costs reasonably incurred by us in connection with your overdraft. These will include (but will not be limited to) costs of:
 - a) communicating with you; and

- b) preserving, taking, enforcing and/or realising any security; and
- c) taking steps, including court action, to obtain payment.

6.6.4 We may debit your account with any interest, fees, charges or other costs, even if this results in or increases an unarranged overdraft. If an unarranged overdraft arises in this way, we will not charge our unarranged overdraft fee but may apply charges and interest under General Condition 6.3.4.

6.6.5 We will not charge interest under General Condition 6.6.2 on any part of an overdrawn balance which represents an unarranged overdraft fee or unpaid item fee.

6.6.6 If your account is overdrawn, any money credited to it will be applied in the following order:

- a) in repaying or reducing any part of the overdraft which represents a sum mentioned in General Condition 6.6.5;
- b) in repaying or reducing the rest of the overdraft.

6.7 Conditions for your overdraft

6.7.1 The Conditions of an overdraft will not be affected in any way by the account on which we have made the overdraft available being:

- a) allocated another account number by us; or
- b) transferred to another of our branches, offices or departments.

7. Closing or converting your account

7.1 Closure by us

7.1.1 We can close your account immediately if:

- a) we reasonably suspect that you have given us false information; 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.

7.1.2 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.

7.1.3 If you have an account of fixed duration (such as a money market fixture), we can only close your account under General Condition 7.1.1.

7.2 Closure by you

7.2.1 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 return all cheques (unused) and cards issued on your account with any cards cut once through the magnetic strip and once through the chip; and
- c) you repay any money you owe to us, including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your account; and
- d) the Account Specific Conditions for your account permit you to do so; and

- e) you inform all third parties with whom you have arranged Direct Debits and standing orders of the closure of your account.

7.2.2 If you close your account, we will apply any charges you have accrued to your account on a pro-rata basis.

7.3 Conversion by us

7.3.1 If your account is a current account, you agree that we may convert it to another current account in our range of accounts.

We will only do this if:

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

We will convert your account after the expiry of our notice unless in the meantime you have informed us in writing that you wish to close your existing account under General Condition 7.2.1. For a period of 30 days from the date on which we convert your account, you may close the account (or switch to any other account which we are willing to provide to you) without loss of interest or any additional charges.

8. Liability

8.1 Your liability

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

8.1.2 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.

8.1.3 Except where General Condition 8.1.4 applies, you will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments from your account arising:

- a) from the use of a lost or stolen card or security details; or
- b) where you have failed to keep your security details safe.

8.1.4 The £50 limit in General Condition 8.1.3 does not apply to:

- a) losses where you have acted fraudulently; or
- b) losses relating to a credit balance where you have failed, intentionally or with gross negligence, to comply with any term of our agreement with you relating to the issue or use of a card or security details (including the terms set out in General Condition 3.3.1); or
- c) losses arising from the creation or misuse of an overdraft on your account caused by the misuse of your card by someone who obtained it with your consent; or
- d) losses where you have authorised another person to use your account.

8.1.5 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);
- c) for payments made over the telephone or Internet

- (or any other payments where the user of the card or security details does not have to be physically present);
- d) which arises from the misuse of your card or security details before you have received them.

8.2 Our liability

- 8.2.1 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.
- 8.2.2 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 8.2.2 shall not apply if we have failed to provide payment information to you in accordance with General Condition 9.1.2.
- 8.2.3 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. 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.
- 8.2.4 For Direct Debits in sterling, your refund rights under the UK Direct Debit Scheme will continue to apply.

8.3 Refunds

- 8.3.1 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 8.2.2, 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.
- 8.3.2 We will refund to you the full amount of any payment from your account carried out by or through the payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:
 - a) your authorisation to debit your account did not specify the exact amount of the payment;
 - b) the amount of the payment exceeded the amount that you could reasonably have expected, taking into account your previous spending pattern, these Conditions and the circumstances of the case (but not increases that arise as a result of exchange rate fluctuations); and
 - c) you request a refund within eight weeks of the funds being debited from your account.
- 8.3.3 For the purposes of General Condition 8.3.2:
 - a) you must provide us with such information as is reasonably necessary to check whether the conditions in General Condition 8.3.2 a) and b) have been satisfied; and
 - b) we will refund the full amount of the payment or give a reason for refusing the refund within ten business days of receiving your request for a refund, or, where

- applicable, within ten business days of receiving any further information required under a) above.
- 8.3.4 For Direct Debits in sterling, General Conditions 8.3.2 and 8.3.3 do not apply and your refund rights under the UK Direct Debit Scheme will continue to apply.
- 8.3.5 You will not be entitled to a refund under General Condition 8.3.2 where you have given your consent to the payment directly to us and either:
 - a) we (or, where applicable, the payee) have provided you with information about the payment at least four weeks before the due date of the payment; or
 - b) information about the payment was available at any branch at least four weeks before the due date of the payment.
- 8.3.6 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 5.5.1 and 5.5.2. 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.

9. Communications

9.1 Bank statements

- 9.1.1 We will provide you with statements showing all amounts added to or taken from your account since the previous statement.
- 9.1.2 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 and may also be made available to you at least monthly via our online banking service, at our branches or by calling our telephone banking service on 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK) or at your request.
- 9.1.3 You should read these statements, and tell us as soon as possible if you believe there is an incorrect entry in any statement.

9.2 Other communications

- 9.2.1 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.
- 9.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- 9.2.3 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.
- 9.2.4 Whenever you make or receive a payment in a currency other than that in which the account is denominated, we will send you a confirmation of the payment.

This confirmation will include:

- a) where you are making the payment, any exchange rates used by us and the amount of the payment after applying the exchange rates;
- b) where you are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates.

where you have an account of a fixed duration (such as a money market fixture), we may also change the interest rates which apply to your account by notifying you personally not less than 30 days before the change takes effect.

- b) If your account is a payment account we may also change the interest rates that apply to your account by notifying you personally not less than 60 days before the change takes effect. Except where General Conditions 10.3.6 d) and e) apply where the change will be effective on the date of publication in the national newspapers or the change is to your advantage where we will notify you before the change takes effect or at the earliest opportunity afterwards, if the change relates to the interest rates we charge on overdrafts we may notify you personally not less than 60 days before the change takes effect.

10. Changes to the agreement

10.1 Changes to the agreement and charges

10.1.1 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.

10.1.2 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.

10.1.3 For non-payment accounts we may also:

- a) reduce the amount of any charges which already apply to your account; or
- b) make any other change to the terms of our agreement with you that is to your advantage, by notifying you of the change in accordance with General Condition 10.1.4.

10.1.4 We will notify you of any change under General Condition 10.1.3 as follows:

- a) We will advertise the change before it comes into effect or at the earliest opportunity afterwards. We will do so by publishing a notice on our website www.coutts.com.
- b) In addition, we will notify you personally of the change either before or after it comes into effect but in any event, within 60 days.

10.1.5 If you have an account of fixed duration (such as a money market fixed term deposit), we will only make changes under General Condition 10.1.2 or 10.1.3 if we have a valid reason for making the change.

10.2 Copies of the Conditions

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

10.3 Changes to interest rates and exchange rates

10.3.1 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;
- 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.

10.3.2 We may also change the interest rates which apply to your account for any other valid reason.

10.3.3 a) If your account is a non-payment account except

10.3.4 Nothing in General Conditions 10.3.1 to 10.3.3 enables us to change an interest rate which, under the Account Specific Conditions, is fixed or tracks a specified rate or index.

10.3.5 If we change interest rates under General Condition 10.3.2 or 10.3.3, then our notice will identify the term under which we are making the change.

10.3.6 We will give you notice of any change we make under General Conditions 10.3.1 or 10.3.2 as follows:

- a) If your account is a non-payment account and we are changing the interest rates we pay on credit balances, 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 if we are changing the interest rates we pay on credit balances 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;
- c) If your account is a 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 60 days before the change comes into effect;
- d) If we are changing the interest rate over Coutts base rate we charge on overdrafts and the change is to your advantage we will notify you before the change takes effect or at the earliest opportunity afterwards, otherwise, we will give you notice of the change not less than 60 days before the change comes into effect;
- e) The provisions in a) to d) above do not apply to accounts that track a specified rate or index. We shall apply changes to the interest rate of these accounts in accordance with the Account Specific Conditions and notify you at the earliest opportunity after the change comes into effect.

10.3.7 We will give you notice under General Conditions 10.3.5 a), b) or d) by advertising the change in the Financial Times, The Times and The Daily Telegraph or other national daily newspapers and on our website www.coutts.com. We will also display a notice of the change in our offices and branches.

10.3.8 We may change our exchange rates immediately and without notice to you where such change reflects a change in our prevailing exchange rates or where the change is more favourable to you.

10.3.9 Our exchange rates are based on a reference rate which is our prevailing rate for the day. The reference rate is

available by calling our telephone banking service on 020 7957 2424 (from within UK) or +44 20 7957 2424 (from outside UK).

10.4 Your rights when changes are made

10.4.1 If we give you notice of:

- a) a change in the terms of our agreement with you under General Condition 10.1.1;
- b) the introduction of a new charge or a change in the amount of any existing charge under General Condition 10.1.2 ; or
- c) a reduction in the amount of any existing charge or a change in the terms of our agreement with you that is to your advantage under General Conditions 10.1.3; or
- d) a change in interest rates under General Conditions 10.3.2 or 10.3.3,

then for a period of 60 days from the date of our notice or the effective date of the change, whichever is the later, you have the right to switch or close your account without loss of interest or any additional charges. If you do not notify us that you object to the changes before the date on which they become effective, you will be deemed to have accepted them.

10.4.2 Your rights under General Condition 10.4.1 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.

11. Complaints

11.1 If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. We can give you a leaflet describing those procedures if you ask for it at any of our branches or if you make a request by telephone or you can look on our website www.coutts.com and at our leaflet 'A Guide to using your Coutts Accounts'.

12. Financial Services Compensation Scheme

Coutts & Co is a member of the Financial Services Compensation Scheme (FSCS). Deposits in all currencies made with Coutts & Co in the UK are covered by the FSCS. The Scheme covers up to the greater of £50,000 or €50,000 of each eligible depositor's total deposits with the Bank. Most depositors are eligible, including individuals, sole traders and small firms. Some types of organisation, such as large companies, are not covered. More details on what types of business and other entities are not covered, and how eligible claims are calculated, can be found on the FSCS website www.fscs.org.uk.

Section B: Telephone, Facsimile, etc

13. Telephone

13.1 Introduction

13.1.1 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.

13.1.2 The General Conditions in this Section explain your rights and responsibilities and those of Coutts regarding the use of the Coutts telephone service.

13.1.3 If you do not hold a Coutts credit or charge card, the Conditions which relate to credit and charge cards will not apply to you.

13.2 Definitions

13.2.1 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 telephone service when accessed using the telephone.

13.3 Authority

13.3.1 You authorise us to accept and act on your instructions 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.

13.3.2 If you have a joint account, we will act on the instructions of any one of you (unless 13.3.3 applies) but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

13.3.3 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.

13.4 Security Procedure

13.4.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

13.4.2 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.

13.4.3 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 that 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.

13.4.4 If you suspect someone knows your Security Details you must contact us immediately by calling 020 7957 2424 (from within UK) +44 20 7957 2424 (from outside UK). 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 8.2.2.

13.5 Transactions

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

13.6 Charges

13.6.1 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.

13.7 Availability of the Service

13.7.1 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.

13.8 Variation/Termination of the Service

13.8.1 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 10.

13.8.2 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.

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

14. Facsimile

14.1 Introduction

- 14.1.1 This section applies to you if we have agreed you may give us instructions by Facsimile (fax).

14.2 Security

- 14.2.1 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 13.4.

14.3 Authority

- 14.3.1 You instruct and authorise us to accept any fax instruction and to act upon it. You agree that we will be entitled to act upon any fax instructions which we receive whether authorised by you or not.

14.4 Transactions

- 14.4.1 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.

14.5 Liability

- 14.5.1 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.
- 14.5.2 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.
- 14.5.3 We will not be liable for acting on fax instructions. You will be liable to us for any payment expenses and costs which we incur as a result of accepting and acting upon instructions received by fax.

15. Email and other forms of contact

- 15.1 We are not obliged to receive from you or submit to you information or correspondence by email, or similar methods.
- 15.2 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 13.4.
- 15.3 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:

- 15.3.1 in the event of any error or interruption in communications.
 - 15.3.2 for any losses or delays in the transmission of communication to or from the Bank caused by any Internet Service Provider, by software failure or by any other third party.
 - 15.3.3 for any breach of security (beyond our reasonable control) in using the means of communication.
 - 15.3.4 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).
- 15.4 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 and Cash Card Conditions

16.1 Introduction

- 16.1.1 If you have a Cash Card the following General Conditions do not apply: 16.3.6, 16.5.1 to 16.5.4.
- 16.1.2 Account Cards are only available to individuals aged 18 or over.

16.2 Important Notices

- 16.2.1 If your card is lost or stolen, or you suspect that someone knows your PIN, you must phone us on 020 7309 0045 (from within UK) or +44 20 7309 0045 (from outside UK). If you are unable to communicate in any other way, you must write immediately to Coutts & Co, 440 Strand, London WC2R 0QS.
- 16.2.2 You (and any additional cardholder(s)) must:
- a) sign your card when you or the additional cardholder(s) receive it; and
 - b) keep your card secure at all times and not allow any other person to use it; and
 - c) on receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip; and
 - d) never write down your PIN in any way which could be understood by someone else.
- Failure to follow the above procedures may affect your liability for unauthorised transactions, as set out in section 8.

16.3 Using your card

- 16.3.1 You may use your card along with your PIN to obtain cash (up to the daily cash withdrawal limit subject to there being sufficient cleared funds in your account.) from any cash machines which we advise will accept your card.
- 16.3.2 We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- 16.3.3 You can use your card to make purchases from retailers or suppliers of services if:
- a) your card displays the Maestro logo and the retailer or supplier of services also displays that logo;

- b) the front of your card displays the Visa Debit logo and the retailer or supplier of services displays either the Visa or the Visa Debit logo; or
 - c) your card displays the Solo logo and:
 - (i) (when using your card within the UK) the retailer or supplier of services also displays that logo; or
 - (ii) (when using your card outside the UK) the retailer or supplier of services displays the Maestro logo.
- If a retailer or supplier of services accepts payment by our card, the use of your card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.
- 16.3.4 If you have a Cash Card you will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible, the transaction will be declined. A retailer or supplier of services may also ask us for authorisation in line with 16.4.1.
- 16.3.5 If your card displays the Visa Debit logo, you may use it to obtain funds over the counter at any bank displaying the Visa logo.
- 16.3.6 If by using your Account Card you (or any additional cardholder(s)) instruct us to debit your account where there are insufficient funds available to cover the debit, or the requested debit would cause an arranged overdraft limit to be exceeded, we will treat your instructions as an informal request for an unarranged overdraft and the provisions set out in General Condition 6 will apply.
- 16.3.7 Transactions carried out using your card will normally be applied to your account on the day the transaction is carried out or on the next business day.
- 16.3.8 On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit to your account.
- 16.3.9 When there is a transaction in a foreign currency on your account, the amount will be converted into sterling. The exchange rate will be that which is determined by MasterCard or Visa, (the providers of the payment schemes), or any other payment scheme which we notify to you, on the date the Card Transaction is processed. Exchange rates may fluctuate, and the exchange rate used for conversion may differ from the exchange rate prevailing when the Card Transaction is made.
- 16.3.10 You must pay all amounts charged to your account by your Card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any additional cardholder has authorised the transaction.
- 16.3.11 When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- 16.3.12 You must not use your card:
 - a) before or after the period for which your card is valid; or
 - b) after we have notified you that we have suspended, withdrawn or restricted the use of your card under General Condition 16.3.13; or
 - c) after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card, under General Condition 16.3.15; or
 - d) if we receive notice of the loss, theft or possible misuse of your card under General Condition 16.3.16; or
 - e) if your right to use your card is ended under General Condition 16.9.1.
- 16.3.13 We may suspend, withdraw or restrict the use of your card for any of the following reasons:
 - a) we have reasonable grounds to suspect that your card details have not been kept safe; or
 - b) we have reasonable grounds to suspect unauthorised or fraudulent use of your card; 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) you have broken any term of the contract between you and us; or
 - e) we have sent you a replacement card; or
 - f) 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 personally 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.
- 16.3.14 When we issue you with a replacement card, we may issue it under a different card scheme from the one which applies to your previous card (for example, we may replace a card issued under the Maestro scheme with one issued under the Visa scheme). We will only do this if we reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.
- 16.3.15 Your card remains our property. At any time when General Condition 16.3.13 allows us to suspend, withdraw or restrict the use of your Card, we may instead give you personal notice demanding that you return your card to us. If we do this, then:
 - a) you must return your card to us immediately, cut once through the magnetic strip and once through the chip; and
 - b) we, or anyone acting for us, may keep your card if you try to use it.
- 16.3.16 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card. If your card is then found, you must not use it. You must return it to us immediately (cut once through the magnetic strip and once through the chip).
- 16.3.17 We will not be liable if any party refuses to let you pay or withdraw cash using your card.
- 16.3.18 By inserting your card in the card reader device provided and keying in your PIN, you may use your card and PIN to authenticate transactions for which you have given instructions in a bank branch or at a retail outlet.
- 16.4 Authorisation**
- 16.4.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to give authorisation if:
 - a) your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - b) you or any additional cardholder have broken these Conditions; or
 - c) taking account of all other transactions we have authorised, including those not yet charged to your account, there are insufficient funds available in your account.

16.4.2 Once you have carried out a transaction using your card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.

16.5 Cheque guarantees

16.5.1 If your card displays a cheque guarantee hologram, you may use your Card to guarantee the payment of one cheque in any single transaction provided that:

- a) the cheque is signed by you in the presence of the person the cheque is in favour of (or their representative); and
- b) the cheque bears the same name and sort code (if applicable) as your card; and
- c) the cheque is dated with the date on which you wrote it; and
- d) the cheque is signed before the expiry of your card; and
- e) the cheque is signed in the UK, the Channel Islands, the Isle of Man, Gibraltar or on the premises of a UK customs post; and
- f) you do not exceed your cheque guarantee limit; and
- g) the person the cheque is in favour of (or their representative) writes your card number on the back of the cheque; and
- h) your card has not been altered or defaced.

16.5.2 Where the guarantee is used to cash a cheque, the number of cheques that we will guarantee is limited to one per day.

16.5.3 You cannot stop payment of a guaranteed cheque.

16.5.4 We are permitted to debit a guaranteed cheque to your account even when:

- a) there is something wrong with the cheque; or
 - b) your right to use your card is suspended or ended.
- Even if you have not complied with all of the cheque guarantee conditions set out above in General Condition 16.5.1, we may still pay the cheque.

16.6 Charges

16.6.1 You will have to pay charges if you use your card in certain ways, as detailed in the leaflet Banking Services for Private Clients Fee Tariff.

16.7 Additional cardholder(s)

16.7.1 You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else who is specially authorised to act on your behalf (for example, a person acting under a Power of Attorney given by you). If we agree to do this, you are responsible for ensuring that any additional cardholder(s) complies with these Conditions and you will have to pay for all transactions carried out using the additional card(s), including those charged to your account after the additional card(s) has been returned to us.

16.7.2 You authorise us to pass information to any additional cardholder(s). This information will include, but will not be restricted to, details of your account.

16.8 Passing information to third parties

16.8.1 You authorise us to give any appropriate third party any relevant information:

- a) in connection with the loss, theft or possible misuse of your card or PIN; or

b) in order for us to meet our obligations as a member of the Visa Debit, Maestro or Solo card scheme.

16.8.2 Should you choose to use your card to take advantage of the currency and travellers cheque delivery service which may be offered to you, details about you, your card and a delivery address supplied by you will be passed to International Currency Exchange plc, or any supplier which we may appoint in their place, who will use the information to debit your Account and fulfil the order.

16.9 Ending the use of your card

16.9.1 If your account is closed then you will not be entitled to use your card. In addition:

- a) You will not be entitled to use your card if you receive an instruction from us not to make any further withdrawals on your account, or
- b) Unless we agree, you will not be entitled to use your card to guarantee payment of cheques if you receive an instruction from us not to use your card for that purpose.

16.9.2 You may end your use of your card (and the use of your card by any additional cardholder(s)) at any time by telling us in writing and returning your card(s) to us immediately (cut once through the magnetic strip and once through the chip).

16.9.3 If your use of the card (or the use of the card by any additional cardholder(s)) is ended, you remain responsible for all transactions carried out with the card(s).

Account Specific Conditions

1. Non-Sterling Current Account – (a payment account)

1.1 Non-Sterling Current Accounts are available only to individuals who hold a Coutts Sterling Current Account.

1.2 Credit interest is not available on Non-Sterling Current Accounts.

1.3 The people who give us instructions for the Account must be the same people who give instructions for your Coutts Current Account 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 The following term applies if euro cash is paid into a euro denominated account:

- a) if the cash is paid in over a Coutts counter at 440 Strand, Cadogan Place, Fleet Street or Cavendish Square, the money will be added to your balance almost immediately (generally within two hours);

1.6 The following terms apply if cash other than euro is paid into an account denominated in the same currency as the cash being paid in:

- a) if US dollar cash is paid in over the counter at 440 Strand, the money will be added to your balance the same day; or
- b) if US Dollar cash is paid in over a Coutts counter at Cadogan Place, Fleet Street or Cavendish Square, the money will be added to your balance up to five days after you pay it in; or
- c) if cash other than sterling, euro and US dollars is paid in over a Coutts counter at 440 Strand, Cadogan Place, Fleet Street or Cavendish Square, the money will be added to your balance up to five days after you pay it in. Charges will be payable which will be advised to you when you request the service.

- 1.7 Where we receive 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.
- 1.8 If your Coutts Sterling Current Account is closed, or under notice of closure, we may close your Non-Sterling Current Account and any balance and accumulated interest will be repaid to you.
- 2. Private Reserve Account – (non-payment account)**
- 2.1 Private Reserve Accounts (PRA) are available only to individuals who hold a Coutts Current Account.
- 2.2 The people who give us instructions for the Account must be the same people who give instructions for your Coutts Current Account in accordance with General Condition 3.2.
- 2.3 You may only make deposits by transferring cleared funds from your Coutts Current Account.
- 2.4 We may refuse to accept a deposit.
- 2.5 Provided that the balance does not fall below the minimum amount, which we may set from time to time, you may withdraw from your Account an amount of £1 or more.
- 2.6 You may only withdraw money by transfer to your Coutts Current Account.
- 2.7 You may set up an automatic withdrawal and deposit arrangement, between your Coutts Current Account and your Private Reserve Account.
- 2.8 Overdrafts are not available on this Account. If there are insufficient funds available to meet a withdrawal, including an automatic withdrawal, we will be unable to permit a withdrawal. The automatic withdrawal and deposit arrangement will resume when sufficient funds are available.
- 2.9 You may not set up any standing orders, Direct Debits or make any purchases using your PRA.
- 2.10 If your Coutts Current Account is closed, or under notice of closure, we may close your Private Reserve Account and any balance and accumulated interest will be transferred to your Coutts Current Account before it is closed.
- 3. Money Market Deposit – (non-payment account)**
- 3.1 Money Market Fixed Term Deposits (in sterling and non-sterling currencies) and non-sterling Money Market Call Deposits are available only to individuals who are aged 18 or over and who hold a Coutts Current Account.
- 3.2 Sterling Money Market Call Deposits are not available unless otherwise agreed.
- 3.3 The people who give us instructions for Coutts Money Market Deposits must be the same people who give instructions for your Coutts Current Account in accordance with General Condition 3.2.
- 3.4 Joint depositors are liable for all obligations jointly and severally.
- 3.5 You may only make deposits by transferring cleared funds from your corresponding Coutts Current Account.
- 3.6 You may not add to Fixed Term Deposits during the term.
- 3.7 Deposits and withdrawals you make will only be processed between Monday and Friday (inclusive), excluding English public holidays, and are subject to minimum amounts and cut-off times. Further information can be found in our leaflet 'A Guide to using your Coutts Accounts'.
- 3.8 You have the right to cancel the first Call Deposit you place with us within 14 days of placing, by writing to your private banker at the address with which you usually correspond. If you do so we will repay the deposit and any accrued interest, less any costs we incur.
- 3.9 Provided that the deposit does not fall below the minimum amount, you may withdraw from a Call Deposit Account an amount of £1,000 (or currency equivalent) or more. You may only withdraw money by transfer to your corresponding Coutts Current Account.
- 3.10 In exceptional circumstances, at our absolute discretion, we may let you terminate a Coutts Money Market Fixed Term Deposit early. Where we permit this, the Money Market Deposit must be withdrawn in full. An administration fee will be payable. In addition, any costs incurred in breaking the deposit will be passed on to you. Partial withdrawals or additions are not allowed.
- 3.11 When a deposit comes to an end, we will transfer the value of the deposit to the corresponding Coutts Current Account on the same working day. A deposit which ends on a day other than a working day will be transferred on the next working day.
- 3.12 Interest rates for Overnight and Fixed Term Deposits are fixed when we accept your deposit. We will notify you by post of the rate which applies to your deposit.
- 3.13 Interest rates for Call Deposits may change at our discretion from time to time. We will notify you by post of the initial rate which applies to your deposit. We will also notify you by post of the new rates which apply to your deposit and the date of the change.
- 3.14 New rates will apply to your Call Deposit before you are notified.
- 3.15 We will pay interest to the corresponding Coutts Current Account.
- 3.16 You may renew a Coutts Money Market Deposit, subject to our agreement, for any term available. We will only renew a deposit if you instruct us and we agree to do so.
- 3.17 For commercial reasons, or if the deposit falls below the minimum amount required under the heading 'Money Market Deposits' in our leaflet 'A Guide to using your Coutts Accounts', we may terminate your Coutts Money Market Deposit by notice in writing. The notice period we give you will depend upon whether you have a Fixed Term or Call Deposit Account. On expiry of the notice we will transfer the deposit to your corresponding Coutts Current Account.

Online Banking Terms and Conditions

Definitions

In these Terms and Conditions:

Any reference to **'you'** and **'your'** means the Account holder(s) who has/have signed the application for the Service. Any reference to **'we'**, **'us'** or **'our'** means Coutts & Co;

'Account' means account(s) held by us in your name, or account(s) held by us where you are one of the named account holders, which are enabled for use with the Service; (whether under this application or under 3.1);

'Instruction(s)' includes any instruction received whether to debit, make transfers, cancel and/or set up regular payments (including standing orders and Direct Debits or any other transaction permitted by the service);

'Security Code(s)' means the security codes you will use when you access the Service, such as your Online Banking User Name and Passcode;

'Security Device(s)' means any security device provided to you as part of the Service, such as your Passcode Calculator;

'Business Day' means any day between Monday and Friday (inclusive) which is not a UK or local Bank Holiday.

1. Use of the Service

- 1.1 The Service may only be used by persons aged 18 years or over. Completion of the application form does not allow you an automatic right to the Service and acceptance for and continued use of the Service is subject to our discretion.
- 1.2 You will need access to the Internet to use the Service and you will be responsible for any telephone costs and/or charges made by any Internet Service Provider. We make no guarantees as to the speed, resolution or access to the Service via the Internet.
- 1.3 If you are a joint account holder, then all the account holders must sign the application form. If a joint account is to be removed from the Service, any one party to that joint account can give the Instruction. The Service will not be available for joint accounts where the authority of all account holders is required for Instructions on the Account.
- 1.4 You must exit the Service when leaving your computer terminal unattended and must not allow anyone else to operate the Service on your behalf.
- 1.5 Use of the Service does not confer any right on you to overdraw your account(s) except to the extent of any overdraft facility, which we may have agreed from time to time. All Instructions via the Service are subject to your existing Account Terms and Conditions.

2. Security

- 2.1 We will use all reasonable endeavours to monitor and maintain the security of the Service but, due to the nature of the Internet, we cannot guarantee absolute security at all times.
- 2.2 Your Security Codes and Security Devices are used to gain access to the Service. The Security Codes and Security Devices should not be kept together. Your

Security Devices must be kept in a safe place at all times. You must not write down, disclose or reveal the Security Codes to anyone or keep them where they may be discovered.

- 2.3 If you suspect that someone knows or has discovered your Security Codes or Security Devices, you must notify the Online Banking Helpdesk immediately by calling 020 7770 0000 (from within UK) or +44 (0) 20 7770 0000 (from outside UK) (lines are open 24 hours a day).
- 2.4 When Instructions are received via the Service, having gained access to the Service by use of Security Codes and Security Devices, we are authorised to debit the Account and/or carry out your Instructions without further enquiry or verification, but we reserve the right to make such further enquiries as we see fit.
- 2.5 You are responsible for the security of any of your data which you download from the Service onto any hardware or software you may be using.
- 2.6 It is your responsibility when in countries outside the UK to ensure that use of the Service is not prohibited by law. Additionally, the Service currently uses 128-bit encryption technology. The use of such levels of encryption may be illegal in some countries outside the UK.
- 2.7 We reserve the right to suspend access to the Service if:
 - 2.7.1 incorrect Security Codes are used to try to access the Service; or
 - 2.7.2 we suspect that an unauthorised person is attempting to access the Service; or
 - 2.7.3 any other person has access to the Security Devices; or
 - 2.7.4 in our discretion there is reasonable justification for doing so.

3. Instructions to us

- 3.1 Upon receipt of your request (in the case of joint accounts such request must be from all parties to any such joint account), additional Accounts held or opened by you may be included in the Service. It is agreed that these Terms and Conditions, as amended from time to time, shall apply to any such Account so opened.
- 3.2 Your Security Codes and Security Devices must only be used in accordance with these Terms and Conditions as amended from time to time. If your Security Codes and Security Devices appear to have been used as required we will be entitled to assume that the Instructions thereby communicated to us have been given by you and that you authorise us to accept and act upon those Instructions.
- 3.3 We can refuse to act or delay acting upon any Instructions received if:
 - 3.3.1 we have reasonable grounds for believing that you did not send the Instructions; or
 - 3.3.2 the Instructions are not clear; or

- 3.3.3 in our reasonable opinion, the Instructions would create an unarranged overdraft or an excess of an agreed facility; or
- 3.3.4 in our opinion, the Instructions are unlawful.
- 3.4 We will endeavour to act on your Instructions promptly, once received, subject to clauses 2.7 and 3.3, but we will not be liable to you as a result of any refusal to act or delay acting on such Instructions in accordance with those clauses.
- 3.5 Instructions must be made through the completion of the relevant input screens that form part of the Service.
- 3.6 We will not accept any Instructions made through the secure messaging facility, which do not relate to the Service or which require us to act at a specified time or value nor can we take account of any conditions to which an Instruction may be subject.
- 3.7 Payments and transfer Instructions will only be processed on a Business Day, and are subject to cut-off times, details of which will be displayed on the Service.
- 3.8 Instructions can only be cancelled or amended if we have not acted.
- 3.9 We reserve the right to reject the Online Banking User Name you have chosen if, in our reasonable opinion, it is inappropriate for the Service.
- 3.10 We reserve the right to reverse any payment or other step taken in reliance on an Instruction made using the Service when, in our reasonable opinion, the circumstances so require and we shall have no liability to you as a result of such a reversal. Where we reverse any payment or other step taken in reliance on an Instruction made using the Service you can obtain information about the reversal and, if possible our reasons for the reversal by phoning 020 7957 2424 (from within UK) or +44 (0) 20 7957 2424 (from outside UK) unless a legal reason or other circumstance beyond our control prevents us from providing you with this information.
- 3.11 The fact of our having made any payment in response to an Instruction shall not amount to or be taken as an acknowledgement by us as to any related receipt of funds or other matter.
- 4. Charges**
- 4.1 Charges may be levied for payments made through the Service. These charges will be debited to the Account used for the payment. Current charges will be displayed within the Service.
- 5. Liability**
- 5.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.
- 5.2 Unless you have acted fraudulently or without reasonable care, you will not be liable for losses caused by a third party which take place through your online banking service.
- 5.3 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Terms and Conditions by you, or any fraudulent use of the Service by you.
- 5.4 If there has been any breach of security of which you are or should be aware you will not be liable for any

loss or damage arising from any Instructions initiated after the time you notify us of the breach unless the breach or unauthorised use is due to your negligence or breach of the Terms and Conditions.

- 5.5 Where alleged fraud has occurred on your Account that forms part of the Service, you will be required to cooperate with the police in any investigation.
- 5.6 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:
 - 5.6.1 in the event of any error or interruption in communications; or
 - 5.6.2 for any losses or delays in the transmission of Instructions to the Service caused by any Internet Service Provider or by software failure; or
 - 5.6.3 for any breaches of security of the Service beyond our reasonable control; or
 - 5.6.4 for any indirect or consequential loss you may suffer as a result of using the Internet to access the Service.
- 6. Call and message recording**
- 6.1 Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our service.
- 7. Online availability**
- 7.1 From time to time, the Service may be closed down for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practicable, give as much notice as possible in the circumstances. We cannot guarantee availability of the Service.
- 8. Termination**
- 8.1 You may terminate the Service by notice in writing to Coutts & Co, Online Banking Helpdesk, 440 Strand, London WC2R 0QS or by calling 020 7770 0000 (from within UK) or +44 (0) 20 7770 0000 (from outside UK) (lines are open 24 hours a day). The notification will only be effective once it is received by us. The Service will then cease to be provided to you.
- 8.2 We reserve the right to vary these Terms and Conditions at any time. Any variation will only take place after we have notified you through the Service or by letter, giving you at least 60 days' prior written notice of any changes before they take effect.
- 9. Applicable law**
- 9.1 The Terms and Conditions of the Service shall be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English courts save that we shall be entitled to enforce this agreement in the courts of any place where you may be for the time being resident.
- 10. Your information**
- We will use your information in accordance with the clause headed 'Your information' which forms part of the conditions of use of your existing Private Client Current Account agreement with us and which can be identified by the above symbol. If you require a copy of that clause, please ask your private banker.

Calls may be recorded.

Coutts & Co is authorised and regulated by the Financial Services Authority.
Coutts & Co Registered in England No 36695
Registered Office 440 Strand London WC2R 0QS

www.coutts.com

 **RBS**

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