



Terms

# ONLINE SERVICE

*Coutts*

# ONLINE SERVICE

These **Online Service Terms** form part of the **Private Client Agreement** (as defined in the **Private Client Core Terms**) for a **Private Client** and the **Business Current Account Conditions of Use** for a **Business Client** and apply when you use our **Online Service** which is available by accessing **coutts.com** or via our **Mobile App** (downloaded to your mobile device).

References to the **Agreement** mean the Private Client Agreement, for a Private Client, and the Business Current Account Conditions of Use, for a Business Client. If there is any conflict between these Terms and the Private Client Core Terms or the Business Current Account Conditions of Use, these Terms will apply.

For any assistance with the Online Service please call the Digital Helpdesk on +44 (0) 20 7770 0000 or go to [coutts.com/onlinehelp](https://coutts.com/onlinehelp). Support is available 24 hours a day.

## 1. How the Online Terms apply to different Clients

### A. Private Clients

- 1.1 A Private Client is an individual not acting in a business capacity. If you have a Joint Account which allows us to act on the instructions of any one account holder, this can be added to the Online Service. Where instructions must be given jointly, or there is any future indication that instructions must be given jointly, Online access will be limited to 'Read Only'.

### B. Business Clients

- 1.2 A Business Client is any client acting in a business or nonpersonal capacity. This includes companies, partnerships, trusts, unincorporated bodies and sole traders.

### C. Appointment of User(s) and Administrator(s)

- 1.3 If you are a Private Client, you may wish to authorise another person or persons as a **User** to give instructions on your account, make payments and to access and use the Online Service on your behalf. Otherwise a User can be given 'Read Only' access. In exceptional circumstances you may wish to appoint an Administrator, whose functions are described below.

- 1.4 If you are a Business Client you must authorise an **Administrator** or Administrators to administer the Online Service on your behalf who will be responsible for:
- a) authorising, appointing, removing and managing Users to make payments and access and use the Online Service for you; and
  - b) allocating the password controls and the levels of authority and access of each User (the **Permissions**). For the purposes of the Online Service only, the Permissions supersede any other mandate or authority held by us for the operation of your account(s).

Any Administrator can also act as a User. Multiple Administrators can act independently, unless **Dual Administration** is selected.

- 1.5 We will send to an Administrator any information relating to Users and the Online Service that is required.
- 1.6 If you are a Business Client (except a trust) we recommend that you appoint more than one Administrator to manage the Online Service.

### D. User and Administrator access

- 1.7 You must ensure that any User or Administrator complies with the Agreement and with all applicable laws, rules and regulations in relation to the Online Service. You are responsible for their instructions and transactions, even if they cause an Unarranged Overdraft, and references to 'you' in relation to the operation and use of the Online Service, include Users and Administrators.
- 1.8 You must use a separate email address for each User and Administrator.
- 1.9 If a User has 'Read Only' access rights, the extent of that User's ability to use the Online Service will be limited to viewing information only, with no power to give instructions and perform transactions.

### 2. Use of the Online Service

- 2.1 You authorise us to accept and act on your instructions whether given by you, a User or an Administrator, and to pay to and from the account(s) any amounts involved when the transaction is authenticated through any required security procedure.
- 2.2 Access to the Online Service is at our discretion.
- 2.3 Whilst we will make reasonable efforts to provide the Online Service, we do not guarantee the continuous availability of the Online Service and we give no guarantees as to its speed, 'look and feel' or accessibility. We are not liable for any failure of the Online Service to provide information related to your account(s) or failure to provide updates to information on a 'real-time basis'. The balance shown on an account may reflect uncleared credits so that the funds may not be available for payments to be made, and Unarranged Overdrafts may arise.
- 2.4 You must exit the Online Service before you leave your computer terminal or mobile device unattended. You must also exit the Online Service when you have completed your Online Banking session and you must not allow anyone to operate the Online Service on your behalf.
- 2.5 We may reject an Online Service user name if, in our reasonable opinion, it is inappropriate.

### 3. Security

- 3.1 Whilst we use all reasonable endeavours to monitor and maintain the security of the Online Service, we cannot guarantee absolute security.
- 3.2 Your Security Credentials are used to gain access to the Online Service and these are unique to each User and should not be shared.
- 3.3 You must:
  - 3.3.1 keep your Security Credentials and operation/ details of the Online Service safe at all times;
  - 3.3.2 take care that only persons authorised by you can use the Online Service on your behalf;
  - 3.3.3 keep your mobile device and any mobile passwords which you use to access or authenticate the Online Service secure and take reasonable steps to prevent unauthorised use;
  - 3.3.4 take reasonable steps to prevent unauthorised use of your Security Credentials;
  - 3.3.5 control and monitor the use of the Online Service to prevent unauthorised or erroneous instructions and to minimise the risk of fraud; and
  - 3.3.6 maintain and keep up-to-date your own hardware, ensure you use supported and up-to-date browsers and take appropriate measures to prevent contamination by viruses or similar threats.

- 3.4 You must contact our Digital Helpdesk without undue delay if you suspect or believe that:
    - 3.4.1 someone has knowledge of or access to your Security Credentials without your consent;
    - 3.4.2 any Security Credentials are lost, misused or stolen;
    - 3.4.3 there has been any unauthorised use of the Online Service;
    - 3.4.4 there has been a failure or delay in our receiving any instruction or you know or suspect a programming or transmission error, defect or corruption in any instruction; or
    - 3.4.5 your information on the Online Service is incorrect.
  - 3.5 You are responsible for the security of any data which you download from the Online Service.
  - 3.6 We do not guarantee that the Online Service is free from viruses or other security risks. We will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
  - 3.7 If we suspect or become aware that your account may be subject to fraud or security threats, 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 our Digital helpdesk or Coutts 24 team (outside of working hours).
  - 3.8 If information accessed or received through the Online Service is not intended for you, please:
    - 3.8.1 immediately notify us;
    - 3.8.2 do not access the information further and immediately delete it; and
    - 3.8.3 keep the information confidential.
  - 3.9 We may amend access rights or block access to the Online Service at any time without notice, if we believe that your, or a User's or Administrator's, security is at risk. You can contact us at any time to unblock restrictions to the Online Service.
- ### 4. Instructions to us
- 4.1 We will not accept instructions made through the Online Service which specify any conditions, for example, that require us to act if an exchange or other rate reaches a certain level at a specified time.
  - 4.2 We cannot guarantee receipt of instructions through the Online Service. Coutts.com/online help explains how you can see the status of an instruction and whether it has been processed.
  - 4.3 Instructions can only be cancelled or amended if we have not already acted on your instruction.

- 4.4 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.
- 4.5 Any confirmation that a payment should reach the payee's bank by a certain date is no guarantee that the funds will be available to the payee by that date.
- 4.6 We may make further enquiries with respect to any instruction received. Until we are able to verify an instruction, the transaction may be delayed.
- 4.7 We may reverse any payment or other step taken in reliance on an instruction made using the Online Service when, in our reasonable opinion, the circumstances so require. You can obtain information about the reversal and, if legally possible, our reasons by telephone.
- 4.8 Adding additional accounts to the Online Service:
  - 4.8.1 If you are a Private Client, all loan, card, mortgage, current, investment and deposit accounts you hold in your sole name will be automatically added to your online banking profile. You can ask us to remove any accounts that you do not wish to be included by contacting the Digital Helpdesk. We will only add accounts held in joint names to your online banking profile if all account holders agree.
  - 4.8.2 If you are a Business Client, you can ask us to add additional accounts to your online banking profile, which we may do at our discretion.
- 4.9 Further details on instructions (including hours of operation, IBAN numbers, cut-off times and when we might delay or refuse to act on instructions) can be found in the Private Client Core Terms or the Business Current Account Conditions of Use (as applicable), or at [coutts.com/onlinehelp](https://coutts.com/onlinehelp).
- 5. Mobile App**
  - 5.1 If we need to update the Online Service Terms to introduce a new feature into the Mobile App, which does not change the Online Service Terms relating to any existing features, we may do so immediately and will tell you as soon as we can afterwards.
  - 5.2 When you access the Online Service via the Mobile App we automatically give you a non-transferable, nonexclusive right to use the Mobile App (the **Licence**) provided that you agree to the following:
    - 5.2.1 You can only use the Mobile App to receive the Online Service on a registered device belonging to you or under your control. You'll need to register each additional or replacement device separately.
    - 5.2.2 If you are a Business Client, the Mobile App will be available to your Administrator, who may then grant access to the Mobile App to other Users.
    - 5.2.3 You may only download and use the Mobile App for the sole purpose of receiving the Online Service.
    - 5.2.4 The right to use the Mobile App is given only to you and you must not give any rights of use or other rights in respect of the Mobile App to any other person or organisation.
    - 5.2.5 You must not copy, reproduce, alter, modify or adapt the Mobile App or any part of it.
    - 5.2.6 You must not analyse or reverse engineer the Mobile App or any part of it.
    - 5.2.7 You must not remove or tamper with any copyright notice attached to or contained within the Mobile App and you agree that all ownership of the App, including all relevant intellectual property rights, remains with us.
- 5.3 The Licence includes the right to use any future updates to the Mobile App that we make available to you.
- 5.4 We're solely responsible for the Mobile App and its content. If you have any questions or complaints or need any support in relation to the Mobile App please contact the Digital Helpdesk or go to [coutts.com/onlinehelp](https://coutts.com/onlinehelp).
- 5.5 The Licence will terminate automatically if the Online Service is cancelled or terminated for any reason. In addition, we may terminate the Licence with immediate effect if you fail to comply with any term or condition of the Licence or these Online Terms.
- 5.6 If any third party claims that the Mobile App infringes their intellectual property rights, we'll be solely responsible for dealing with the claim.
- 5.7 We'll assume that you've accepted the terms of the Licence by installing the Mobile App on your device and the Licence will terminate if you cancel the Online Service and/or delete the Mobile App or if we end your use of the Online Service. If the Licence is terminated for any reason you must uninstall the Mobile App and destroy all copies of it.
- 5.8 Other than where you are a Private Client, we exclude all representations, guarantees and warranties of any kind (whether express or implied) in connection with the Mobile App to the fullest extent permitted under applicable law.
- 6. Online Messaging/Chat**
  - 6.1 Online Messaging/Chat is any messaging service available within the Online Service. You must not use Online Messaging/Chat:
    - a) to request or instruct payments to be made;
    - b) for time-critical or time-limited messages (eg time-critical stock exchange or payment

- orders, rate sensitive payment instructions, blocking of credit cards or other services); or
- c) to save individual messages to comply with any legal archiving obligation. Any option to save messages in Online Messaging will be temporary and limited in size.

6.2 Where you receive any attachment from us please note all information in the attachment is based on information we hold and we accept no responsibility for the accuracy of this information if it is amended or edited by you or any other person.

## 7. Deposit a Cheque

- 7.1 If you are registered for the Coutts app, the “Deposit a cheque” function allows you to pay a cheque into your account by capturing and uploading images of it through the Coutts App.
- 7.2 Only cheques in pounds sterling can be paid into your account using this service. Certain types of cheques can’t be paid in using this service, including Eurocheques, Traveller Cheques, Giro Credits and Convenience Cheques.
- 7.3 When you pay a cheque into your account before 6pm, the money will be in your account before 11.59pm the next business day at the latest. If you pay a cheque into your account after 6pm or on a non-business day, this process will begin on the next business day.
- 7.4 You must keep a paper copy of your cheque until the funds are showing as “available” in your account.
- 7.5 There are some circumstances where your cheque may not be accepted. These will be explained to you when you’re using the service and full information can be found on our website.
- 7.6 If your cheque is not accepted you can take it to the counter at our office at 440 Strand, any NatWest or Royal Bank of Scotland branch, to a Post Office® or send to our office at 440 Strand. Where information is missing from your cheque you may be asked to request a new cheque or alternate method of payment from the payer.
- 7.7 There are limits on the individual value and total daily value of cheques that you can deposit. These will be shown to you in the Coutts app when you use the service and can also be found on our website. These limits may vary from time to time.
- 7.8 You will not be charged for paying a cheque into your personal account.

## 8. Charges

While we do not charge for the Online Service, the usual charges for the operation of the account(s) as set out in the Private Client Banking Tariff or Banking Services for Business Clients: Fee Tariff (as applicable) apply.

## 9. Liability

- 9.1 We are not liable for any loss arising from any cause beyond our control or arising from any of the following, unless caused by our or our third party suppliers’ negligence, fraud or wilful default:
  - 9.1.1 unauthorised access to any confidential information accessible via the Online Service, your Security Credentials and your mobile device;
  - 9.1.2 disruptions to the Online Service;
  - 9.1.3 any malfunction of your equipment or the provision of services from your internet service provider;
  - 9.1.4 if you have failed to take appropriate measures to prevent contamination of your equipment by viruses or similar threats; or
  - 9.1.5 security related information or advice provided by us.
- 9.2 If an unauthorised payment has been taken from your account via the Online Service you should notify us as soon as possible and:
  - 9.2.1 if you are a Private Client, the Private Client Core Terms set out our and your liability.
  - 9.2.2 if you are **Micro-Enterprise** and/or **Small Business Client**, you will be liable up to a maximum of £35 for losses incurred in respect of unauthorised payments from your Account (including any charges and interest lost or paid as a result of the payment being taken), unless you were not able to detect the misuse of your Security Credentials prior to the payment, or if the unauthorised payment was our fault. However, this cap does not apply to losses incurred in the scenarios set out in Clause 9.2.3.
 

A **Micro-Enterprise** means, at the time the Agreement is entered into, a business (or the group of businesses of which it forms part) employing fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed €2million, a charity with an annual income of less than €1million or a trust with a net asset value of under €1million. References to Euro include the sterling equivalent.

A **Small Business Client** is (i) a sole trader, (ii) a partnership consisting of two or three persons, or (iii) an unincorporated body with, in the case of (ii) or (iii), at least one member who is an individual.
  - 9.2.3 if you are **Micro-Enterprise** and/or **Small Business Client**, you will be liable for all such losses incurred where you have:
    - a) acted fraudulently,
    - b) allowed someone to use your Security Credentials (except where necessary for any third party provider you ask to provide you with account information or payment initiation services),

- c) intentionally or with gross negligence (Gross Negligence is a legal term. Where you have failed to do something with gross negligence, you have failed very carelessly to do it) failed to use or keep safe and confidential your security details in accordance with the Commercial Banking Conditions of Use, and, for a Small Business Client, the payment was not made from an overdraft facility of £25,000 or less, or
- d) intentionally or with gross negligence failed to tell us without undue delay as soon as you became aware that your security details were lost or stolen or that an unauthorised payment was taken from your account and, for a Small Business Client, the payment was not made from an overdraft facility of £25,000 or less.
- e) do not tell us within 13 months from the date of the debit to the account.

If you acted fraudulently, we won't refund the payment. In the other three cases listed above, we will only refund any unauthorised payments which happen after you notify us. We will refund unauthorised payments no later than the next business day including any charges and interest lost or paid. If we discover that 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.

- 9.2.4 If you are a Micro-Enterprise, Charities with an annual income of less than £1 million, and/or Small Business Client and you suspect that you're the victim of an authorised push payment scam ("APP scam") we'll investigate to see if you're entitled to a refund. An APP scam is when you are tricked into making one or more payments to a different person, or for a different purpose, from the one you meant. If you suspect that you're the victim of an APP scam you must contact us as soon as possible. When we investigate to see if you're entitled to a refund this may include asking you and others for further information about the APP scam. We'll refund you, or explain why we're not refunding, as soon as possible and within the maximum time limit. If you're not a Micro-Enterprise, Charities with an annual income of less than £1 million, and/or Small Business Client, the protections set out below do not apply, but it's important that you tell us about suspected APP scams as soon as possible as we may still be able to help.

### Please be aware:

- To qualify for a refund, APP scam payment(s) must be electronic payments made in pounds Sterling to an account in the UK that you don't control. This does not include debit card payments.
- Any refund will be up to a maximum for each APP scam. We may hold you responsible for part of your claim, except where:
  - due to personal circumstances, you were vulnerable when you made the APP scam payments' and
  - your vulnerability contributed to you becoming a victim. This includes information on:
    - the types of electronic payments that are in scope;
    - what you can do to protect yourself;
    - the maximum amount that we'll refund for each APP scam;
    - the part of your claim that we may hold you responsible for;
    - how we investigate claims, including how long we have to reach a decision; and
    - the date from which these protections apply. We won't refund you if:
      - you acted fraudulently, including intentionally misleading us about the details of your claim;
      - you make the claim more than 13 months after the last APP scam payment;
      - you tried to make the APP scam payments(s) for an illegal purpose (for example, buying illegal goods or services);
      - you have a genuine dispute with a provider of goods or services (for example, about the quality of those goods or services);
      - you failed intentionally or with gross negligence to: – respond to specific actions that we, the police or another law enforcement agency took to help prevent you from falling victim to an APP scam;
- tell us as soon as you became aware, or you suspected, that you'd fallen victim to an APP scam;
- respond to our reasonable requests for additional information while assessing your claim; or
- report your claim, or agree that we can report your claim, to the police or another law enforcement agency;

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- unless, due to personal circumstances, you were vulnerable when you made the APP scam payment(s) and your vulnerability contributed to you becoming a victim.

9.2.5 If you are not a Business Client, Micro-Enterprise or Small Business Client we are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings) except where caused by our or our third party's negligence, wilful default or fraud.

We'll refund any unauthorised payment taken from your account via the Online Service in full (including any charges or overdraft interest which you have paid as a result of the payment being taken) **unless you:**

- acted fraudulently,
- allowed someone to use your Security Credentials (except where necessary for any third party provider you as to provide you with account information or payment initiation services),
- failed to use or keep safe and confidential your Security Credentials in accordance with the Agreement, or
- failed to tell us as soon as you became aware that your Security Credentials were lost or stolen or that an unauthorised payment was taken from your account.

9.3 If you are a Business Client:

9.3.1 We are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings), except where caused by our or our third party suppliers' negligence, wilful default or fraud.

9.3.2 You are liable for all costs (including the costs of taking legal and other professional advice), expenses, losses, liabilities, damages or claims incurred or suffered by us arising from or in connection with our provision, and your misuse (or misuse by anyone authorised by you), of the Online Service, where there is no negligence, wilful default or fraud by us or our third party suppliers.

9.4 If you fail to notify us through the Digital Helpdesk that you suspect or believe that your information on the Online Service is incorrect you will be liable for any unauthorised payments until you notify us. Where you have acted fraudulently, you will be liable (and will continue to be liable) for all losses incurred even after you have notified us.

9.5 We are not liable for any loss or damage occurring as a result of a breach of confidentiality through the use or misuse of the Online Service by you or a User or Administrator.

### 10. Storage of data

We may delete statements, messages (whether opened or unopened) and other data, regardless of which folder they are in, after seven years from the date of creation. If the data is important to you, you should print it or save it to your own equipment.

### 11. Termination and suspension

11.1 You can cancel these Online Terms at any time by contacting us and you will then cease to have access to the Online Service.

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

- a) any of the reasons why we might suspend or restrict access to your account or to certain services under the Private Client Core Terms or Business Current Account Conditions of Use (as applicable) apply;
- b) it is required for maintenance or security purposes;
- c) the Online Service has not been accessed in the last 12 months.

We will notify you before taking this action and provide our reasons for doing so unless we are unable to contact you or there is a legal or security reason which means we can't provide an explanation.

11.3 We may end the Online Service by giving you at least 60 days' notice.

11.4 On termination of the Online Service:

- 11.4.1 we may act on instructions received before the date of termination.
- 11.4.2 you must return to us within 14 days, any Online Service material and Security Credentials we supplied.

### 12. Entire Agreement

If you are a Business Client:

12.1 All implied terms in relation to your use of the Online Service are excluded.

12.2 Except as set out in these Online Terms, you do not have any rights against us in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before you entered into these Online Terms. Nothing in the Online Terms excludes liability for fraudulent misrepresentation, death or personal injury.

### 13. Communications

- 13.1 You can choose to 'go paperless' (receive online statements and/or other documents) as part of the Online Service. You will then no longer receive paper statements and/or other documents by post.
- 13.2 If you go paperless you accept that any Joint Account holder or User with access to your account who currently receive paper statements etc will no longer receive them. Anyone with authority on your account(s) will not be notified that paper statements and/or other documents have been turned off. If you cancel 'the Online Service', you will automatically start to receive paper statements and/or other documents.
- 13.3 If you switch on alerts in the Online Service, you can receive an email or text message notifying you when your statement and/or other document is available to view online.
- 13.4 You should log onto the Online Service regularly and at least every month to access your statements and/or other documents and ensure you see any notifications or information from us.

**If you would like this document in another format such as Braille, large print or audio, please let us know.**