

# Personal and Private Banking Terms and Conditions

## Customers with disabilities

We offer a range of services that may assist you with your day-to-day banking requirements – such as literature available in Braille, large print and on audio tape. For more information just visit [www.natwest.com](http://www.natwest.com) or call us on 0800 015 4212 (Minicom 0800 917 0527).

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## Introduction

- (i) These Terms and Conditions (the “Conditions”) form part of the contract between you and us, the National Westminster Bank Plc (“NatWest”). The contract also includes the terms about interest rates and charges in our leaflet *Personal and Private Banking – A Guide to Fees and Interest*. If you have a savings account or bond with us, your contract also includes the terms about interest rates in our leaflet *Savings Account Rates* or in the additional terms and conditions relating to your bond.
- (ii) These Conditions are divided into General Conditions and Account Specific Conditions. The General Conditions apply to all accounts and services we offer to personal and private customers. 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) If your address is in Scotland, Scots law applies to the contract between you and us. If your address is elsewhere, 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 (unless your address is in Scotland, in which case it will be the law of Scotland). The courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means (unless your address is in Scotland, in which case the courts of Scotland shall have non-exclusive jurisdiction).
- (v) We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- (vi) 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.natwest.com](http://www.natwest.com) and at our branches.
- (vii) Our leaflet *Our commitment to you* sets out some important practical information on how to use your account effectively and safely.
- (viii) In these Conditions and in our leaflets *Personal and Private Banking – A Guide to Fees and Interest*, *Savings Account Rates* and *Our commitment to you* we use the term “business day” to refer to any day from Monday to Friday (inclusive) which is not a bank holiday.
- (ix) References in these Conditions to our leaflets *Personal and Private Banking – A Guide to Fees and Interest* and *Savings Account Rates* are references to those leaflets as amended from time to time. We may change the terms about interest rates and charges in those leaflets by exercising our powers under General Condition 10.
- (x) All of the accounts that we offer to personal and private customers are categorised in the Contents section of these Conditions and in the Account Specific Conditions as either “Payment Accounts” or “Non-payment Accounts”. Unless a General Condition says otherwise, it applies to both Payment Accounts and Non-payment Accounts.

## General Conditions

### Section A: Conditions of General Application

#### 1 YOUR INFORMATION

##### 1.1 Who we are

- 1.1.1 Your account is with the National Westminster Bank Plc.
- 1.1.2 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](http://www.rbs.com) and click on “About Us”, or for similar enquiries please telephone 0131 556 8555 or Minicom 0845 900 5960

##### 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:
  - (a) assess financial and insurance risks;
  - (b) recover debt;
  - (c) prevent and detect crime;
  - (d) understand our customers’ requirements;
  - (e) develop and test products and services.
- 1.2.3 We do not disclose your information to anyone outside the Group except:
  - (a) where we have your permission; or

- (b) where we are required or permitted to do so by law; or
  - (c) to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
  - (d) 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 will notify you personally. 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: The Data Protection Manager, Retail Regulatory Risk, 2nd Floor, Business House B, RBS Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. 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 will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. This 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. Law enforcement agencies may access and use this information.
- 1.4.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- (a) checking applications for, and managing credit or other facilities and recovering debt;
  - (b) checking insurance proposals and claims;
  - (c) checking details of job applicants and employees.
- 1.4.3 We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.
- 1.5 Agencies**
- 1.5.1 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 any branch. 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 (unless you have an account, such as a bond, whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period).
- 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
    - *Personal and Private Banking – A Guide to Fees and Interest*; and
    - any other documents containing contractual terms relating to your account (including, in the case of a savings account, *Savings Account Rates*).
- 2.2.3 To cancel your account, you must send a written notice to the branch where your account is kept, or (if you have an account which is not a branch based account) to the address specified in the applicable Account Specific Condition.
- 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, by telephone, online or 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 or by accessing our website, 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.

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

- 3.1.7 All payment instructions will be transacted in Sterling unless we specifically agree otherwise.
- 3.1.8 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 leaflet *Our commitment to you*. 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; and
  - (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.

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 purposes 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:
  - (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 and online banking services, which depend on us being able to accept instructions from any one of you.
- 3.2.3 If one of you dies, we will accept instructions from the survivor(s), into whose name(s) the account will pass.

## 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; 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 or by accessing our website; and
  - (f) take the steps described in General Condition 14.2 if you have a debit card or an ATM 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 responsibilities for losses caused by your failure to protect your account.
- 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 or by accessing our website.
- 3.3.4 General Condition 14.10 sets out your responsibility for losses caused by the misuse of a debit card or an ATM card.

## 4 PAYMENTS INTO YOUR ACCOUNT

### 4.1 Cash and electronic funds

- 4.1.1 The following terms apply if cash is paid into your account:
  - (a) if the cash is paid in over the counter in one of our branches, the money will be added to your balance and credited to your account for interest purposes immediately; or
  - (b) if the cash is paid into one of our quick deposit facilities, the money will be added to your balance and credited to your account for interest purposes on the next business day.
- 4.1.2 Where we receive electronic transfers into your account the funds will be credited to your account and made available to you as soon as we receive them.

### 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 the counter at the branch where you have your account, the money will be added to your balance by the next business day. In any other case, the money will be added to your balance by the next business day following the day on which we receive it or (if we receive it on a day which is not a business day) by the second business day after the day we receive it.
  - (b) The money will be credited to your account for interest purposes no later than two business days after it is added to your balance.
  - (c) The money will be available for you to use no later than four business days after it is added to your balance.
  - (d) 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 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.
- 4.2.4 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 on the daily cleared credit balance in your account unless the Account Specific Conditions for your account provide otherwise. Interest will be calculated and paid in the manner and at the rates set out in our interest rate leaflets, which can be obtained from any branch (for branch based accounts). You can also call 0800 255 200, look on our website [www.natwest.com](http://www.natwest.com) or ask our branch staff.
- 4.3.2 Our interest rate leaflets include the following:
- *Personal and Private Banking – A Guide to Fees and Interest;*
  - *Savings Account Rates;*
  - Bond information sheets.
- 4.3.3 We will comply with any rules made by the Financial Services Authority which require us to notify you of the interest rate applicable to your account.
- 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.
- 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 at a cash machine.
- 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:
- (a) there is not enough money in your account, or payment of the cheque would cause your account to exceed any arranged overdraft limit; or
  - (b) the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
  - (c) 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**
- 5.3.1 If you want us to stop a cheque, or cancel a Standing Order, Direct Debit or future dated payment instruction on your account, you should advise your branch (or such other person(s) as we tell you) in writing, or by telephone (followed by written confirmation). You will not be able to stop a cheque or cancel a Standing Order, Direct Debit or future dated payment if you do not advise us before we are committed to pay the cheque or make the payment from your account. You must include the following details:
- (a) cheque – cheque number and date, your account number, amount and name of payee;
  - (b) Standing Order – name of recipient, amount and frequency;
  - (c) Direct Debit – name of recipient, amount and frequency; and
  - (d) 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:
- (a) charges for the operation of your account, including overdraft charges, interest and unpaid item charges; and
  - (b) 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 *Personal and Private Banking – A Guide to Fees and Interest*. You can also find out about our charges by telephone, on our website [www.natwest.com](http://www.natwest.com), or by asking our staff. We will tell you about the charges for any service not covered by the leaflet 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 from 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 (a) Where you instruct us to make a payment using the Faster Payments Service, the payment will normally be credited to the payee's account almost immediately (but may sometimes take up to 2 hours), providing the payment amount is within the Faster Payments set limits. Further information on the Faster Payments Service can be found in our leaflet *Our commitment to you*.
- (b) 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 3.1.8); or
  - for paper-based instructions, by the end of the fourth business day following receipt of your instructions.
- (c) For payments involving denominations other than Sterling or Euro 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.
- (d) 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 Unless indicated otherwise in the Account Specific Conditions for your account, arranged overdrafts are available on request if you are aged 18 or over and you satisfy our criteria.
- 6.1.2 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 we require has 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 decide we are willing to accept your request, we will make a charge known as a Paid Referral Fee.
- 6.3.3 If we decide we are not willing to accept your request, but nonetheless accept it because we find that you have guaranteed payment by the use of a cheque guarantee card or debit card, we will make a charge known as a Guaranteed Card Payment Fee.
- 6.3.4 If we reject your request, we will make a charge known as an Unpaid Item Fee.
- 6.3.5 Where you have an unarranged overdraft, in addition to any charge imposed under General Conditions 6.3.2 to 6.3.4, we will:
  - (a) apply a monthly charge known as a Maintenance Charge; and
  - (b) charge interest (known as debit interest) on the unarranged overdraft at the rate which applies to unarranged overdrafts.
- 6.3.6 You will find details of the interest and charges mentioned in this General Condition 6.3 in *Personal and Private Banking – A Guide to Fees and Interest*.
- 6.3.7 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.
- 6.3.8 We may cancel any Standing Order or Direct Debit on your account if it is unpaid on more than one occasion and 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.

If we demand repayment of your overdraft, you must immediately stop making withdrawals or payments of any kind on your account and must repay the full amount of your overdraft as soon as our notice takes effect.

- 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 *Personal and Private Banking – A Guide to Fees and Interest* 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 a Paid Referral Fee under General Condition 6.3.2 but we may apply charges and interest under General Condition 6.3.5.
- 6.6.5 We will not charge interest under General Condition 6.3.5(b) or 6.6.2 on any part of an overdrawn balance which represents:
  - (a) a Default Notice Fee or other sum (apart from interest) which is payable by you in connection with a breach of your obligations under your agreement with us; or
  - (b) a Maintenance Charge, Paid Referral Fee, Guaranteed Card Payment 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 by giving you notice as set out below:
  - (a) where your account is a Payment Account, we will give you not less than 60 days' prior notice; or
  - (b) where your account is a Non-payment Account, other than an account of fixed duration (such as a bond), we will give you not less than 60 days' prior notice or such period of notice as you would have to give us in order to close your account (or to close it without paying a charge or suffering a loss of interest), whichever is longer.
- 7.1.3 If you have an account of fixed duration (such as a bond), 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 (unused) cheques 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.

#### **7.3 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**

This condition sets out your liability to us. For debit cards and ATM cards please also see General Condition 14.10.

- 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 will not be liable under General Condition 8.1.3 or, where applicable, General Condition 8.1.4, for any losses arising from the unauthorised use of a card or security details:
  - (a) after you have notified us in accordance with General Condition 3.3.1(b); or
  - (b) where we have not, at any time, provided you with the appropriate means to notify us in accordance with General Condition 3.3.1(b); or
  - (c) where they have been used to make a payment for goods or services (except for financial services contracts) where the user of the card or security details does not need to be present, for example over the telephone or internet, provided that you notify us of such unauthorised use without undue delay on becoming aware of the misuse; or
  - (d) before you have received the card or security details.

### **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 a payment that you have not authorised in accordance with General Condition 3, or which has been incorrectly paid, unless you notify us without undue delay on becoming aware of the unauthorised 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 will not apply if we have failed to provide you with information about the payment 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. Please see the Direct Debit section of our leaflet *Our commitment to you* for more information.

### 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 8 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 10 business days of receiving your request for a refund, or, where applicable, within 10 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. Please see the Direct Debit section of our leaflet *Our commitment to you* for more information.
- 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 4 weeks before the due date of the payment; or
  - (b) information about the payment was made available to you via our online banking service, our telephone banking service, or at any branch at least 4 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) where you are making the payment, any exchange rates used by us and the amount of the payment after applying the exchange rates;
  - (d) where you are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates;

- (e) the amount and, where applicable, a breakdown of any charges or interest payable by you;
- (f) where applicable, the date of receipt of your payment instructions; and
- (g) 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, or at branches (for branch-based accounts), or by calling our telephone banking service 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.

## 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 If your account is a Non-payment Account, 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.natwest.com](http://www.natwest.com). Where the change applies to branch based accounts, we will also display a notice of the change in our branches.
  - (b) In addition, we will notify you personally of the change either before or after it comes into effect. If we will not be able to notify you personally within 60 days after the change comes into effect, then (as well as advertising the change under General Condition 10.1.4(a) and notifying you personally after the expiry of the 60 day period) we will publish a notice of the change in at least three national daily newspapers before the change comes into effect or at the earliest opportunity afterwards.
- 10.1.5 If you have an account of fixed duration (such as a bond), 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 give you a copy of the new Conditions or a summary of the changes. You can also request a copy of the Conditions at any time.

### 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, other than an account of a fixed duration (such as a bond), 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 Condition 10.3.6(d) applies where the change will be effective on the date of publication in the national daily newspapers, if the change relates to the interest rates we charge on overdrafts, we may notify you personally not less than 30 days before the change takes effect.
- 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 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; and
  - (d) if we are changing the interest rates we charge on overdrafts, we will give you notice of the change before the change comes into effect.

The provisions in (a) to (d) above do not apply to accounts that track a specified external rate or index. We will apply changes to the interest rates which apply to these accounts in accordance with the Account Specific Conditions and notify you at the earliest opportunity after the change comes into effect.

- 10.3.7 We will give you notice under General Conditions 10.3.6(a), (b) or (d) by advertising the change in at least 3 national daily newspapers and on our website [www.natwest.com](http://www.natwest.com). Where the change applies to branch based accounts, we will also display a notice of the change in our branches.
- 10.3.8 Our exchange rates are based on a reference rate which is our prevailing rate for the day. The reference rate is published at [www.natwest.com/personal/travel-international/g2/international-payments.ashx](http://www.natwest.com/personal/travel-international/g2/international-payments.ashx). We may change our exchange rates immediately and without notice to you where such changes reflect a change in the reference rate or where the change is more favourable to you.

#### **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 Condition 10.1.3; or
  - (d) a change in interest rates under General Conditions 10.3.2 or 10.3.3,

then either for a period of 60 days from the date of our notice, or until 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.

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 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT**

- 11.1 We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation (a "transferee") to carry out our rights or obligations under this agreement. We will only do this if:
- (a) the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
  - (b) we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

## **12 COMPLAINTS**

- 12.1 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.natwest.com](http://www.natwest.com).

## **Section B: Remote Banking Conditions**

### **13.1 Introduction**

- 13.1.1 This Section applies to you if we have agreed that you may use our telephone and online banking services, which allow you to operate your account by telephone or by accessing our website.
- 13.1.2 The General Conditions in this Section explain your rights and responsibilities and those of National Westminster Bank Plc regarding the use of the NatWest telephone and online banking services.
- 13.1.3 If you do not hold a NatWest credit card, the Conditions which relate to credit cards will not apply to you.

### **13.2 Definitions**

- 13.2.1 In this General Condition 13:
- "We", "Us", "Our" means National Westminster Bank Plc.
- "You", "Your" for current and savings accounts means:
- (a) in the case of an individual, the customer who has an account(s) with us on which the Service is available. If you have a joint account, references in these Conditions to "you" include each of you together and separately; or
  - (b) in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the account(s); or
  - (c) in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the account(s); or
  - (d) in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the account(s); or
  - (e) in the case of a sole trader or professional practitioner, the customer who has the account(s) and any other person(s) authorised by the customer to give instructions on the account(s); or
  - (f) in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the account(s); or
  - (g) in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the account(s).
- "You", "Your" for credit card accounts means the customer who has a credit card account with us.
- "Security Details" means the identifying words, codes and numbers agreed between you and us that are used in the security procedure.
- "Service" means the NatWest telephone and online banking services when accessed using the telephone or internet.

### **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 but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

#### **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 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.
- 13.4.4 Where a transaction 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 transaction 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.
- 13.4.5 If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised payments on your account confirmed by use of the Security Details (as set out in General Condition 8.1).
- 13.4.6 You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the Service. In your own interests, you should not leave the device you are using to access the Service unattended while you are still logged onto our website.
- 13.4.7 Telephone calls may be recorded.

#### **13.5 Transactions**

- 13.5.1 Banking instructions received through the Service for your current and savings accounts on any business day will normally be processed that day. (You will be advised at the time you send the instruction if the instruction cannot be processed that day but will be processed the next business day.)
- 13.5.2 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 General Condition 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 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, where possible we will notify you and give our reasons afterwards.

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

## **Section C: Card Conditions**

### **14.1 Introduction**

- 14.1.1 This Section applies to you if you have a debit card or an ATM card (a "card").
- 14.1.2 A debit card is a card which displays the Maestro, Solo or Visa Debit logo which you can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your account.
- 14.1.3 An ATM card is a card which displays either the Plus or Cirrus logo which you can only use for cash machine access to your account. If you have an ATM card the following General Conditions do not apply to you: 14.3.3, 14.3.4, 14.3.5, 14.3.10, 14.3.11, 14.4.1, 14.4.2, 14.5.1, 14.5.2, 14.5.3 and 14.5.4.

### **14.2 Important Notices**

- 14.2.1 If your card is lost or stolen, or you suspect that someone knows your PIN, you must phone us on 0870 6000 459 (or +44 1423 700 545 from abroad). If you are unable to communicate in any other way, you must write immediately to your branch or to NatWest Card Loss Centre, PO Box 700, Central House, Otley Road, Harrogate, North Yorkshire HG3 1XH.
- 14.2.2 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 payments, as set out in General Condition 8.

### **14.3 Using your card**

- 14.3.1 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 machine which we advise will accept your card.
- 14.3.2 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.
- 14.3.3 You can use your card to make purchases from retailers or suppliers of services if:
- (a) the front of 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) the front of your card displays the Solo logo and:
    - (i) (when using your card in 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 your 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.
- 14.3.4 If you have a card that displays the Visa Debit logo and the card does not display a cheque guarantee hologram 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 for authorisation in line with 14.4.1.
- 14.3.5 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. There may be a charge for using this service, as detailed

in our leaflet *Personal and Private Banking – A Guide to Fees and Interest*.

- 14.3.6 If by using your 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 instruction as an informal request for an unarranged overdraft, and the provisions set out in General Condition 6 will apply.
- 14.3.7 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.
- 14.3.8 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 from your account.
- 14.3.9 When there is a transaction in a foreign currency on your account, we will convert it into Sterling at our then current exchange rate.
- 14.3.10 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.
- 14.3.11 When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- 14.3.12 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 14.3.13; 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 14.3.15; or
  - (d) if we receive notice of the loss, theft or possible misuse of your card under General Condition 14.3.16; or
  - (e) if your right to use your card is ended under General Condition 14.9.1.
- 14.3.13 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 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, where possible we will notify you and give our reasons afterwards.
- 14.3.14 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.
- 14.3.15 Your card remains our property. At any time when General Condition 14.3.13 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.
- 14.3.16 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).
- 14.3.17 We will not be liable if any party refuses to let you pay or withdraw cash using your card.

- 14.3.18 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 branch or at a retail outlet.

#### **14.4 Authorisation**

- 14.4.1 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.
- 14.4.2 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.

#### **14.5 Cheque guarantees**

- 14.5.1 If your card displays a cheque guarantee hologram, you may use it 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 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.
- 14.5.2 Where the guarantee is used to cash a cheque, the number of cheques that we will guarantee is limited to one per day.
- 14.5.3 You cannot stop payment of a guaranteed cheque.
- 14.5.4 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 14.5.1, we may still pay the cheque.

#### **14.6 Charges**

- 14.6.1 You will have to pay charges if you use your card in certain ways as detailed in our leaflet *Personal and Private Banking – A Guide to Fees and Interest*.

#### **14.7 Additional cardholder(s)**

- 14.7.1 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.
- 14.7.2 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.

#### **14.8 Passing information to third parties**

- 14.8.1 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, Maestro or Solo card schemes.

#### **14.9 Ending the use of your card**

- 14.9.1 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,
  - (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.
- 14.9.2 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).
- 14.9.3 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).

#### 14.10 Your Liability

- 14.10.1 The following terms apply where losses are caused by the misuse of your card:
- (a) Unless you have acted fraudulently, you will not be responsible for any losses which result from:
    - the misuse of your card before it came into your possession; or
    - the misuse of your card after you have told us that it is lost or stolen or that someone else knows your PIN; or
    - someone else using your card or card details without your authority to make a payment where the cardholder does not need to be present, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
    - someone else using your card for a Contactless transaction without your authority, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
    - the unauthorised use of your card where we have not, at any time, provided you with the appropriate means to make notification under General Condition 3.3.1(b).
  - (b) In other circumstances and subject to General Condition 8, you will be responsible for:
    - all losses caused by the misuse of your card by someone who obtained it with your consent; or
    - losses of up to £50 resulting from the creation or misuse of an overdraft on your account caused by the misuse of your card while it is out of your possession; or
    - losses which result from the withdrawal of a credit balance from your account caused by any misuse of your card which is a consequence of your fraud or gross negligence.

## ACCOUNT SPECIFIC CONDITIONS

### Payment Accounts

#### 1 YOUNG SAVER ACCOUNT

- 1.1 Young Saver Accounts are available only to:
  - (a) children from 7 to 10 years of age; and
  - (b) adults aged 16 years or over holding the account on trust for a named child who is under 10 years of age.
- 1.2 If you are aged 7 years to 10 years you should review the Conditions that apply to your account with a parent or guardian.
- 1.3 If you are joint account holders who hold the account on trust and you have been appointed by a court, we will only act on your instructions if they are in writing and signed by all of you.
- 1.4 Standing Order and Direct Debit payments are not permitted on your account.
- 1.5 Arranged overdrafts are not available on your account.
- 1.6 Cheque books are not available on your account.
- 1.7 When you reach age 11 we may change your Young Saver Account to an Adapt Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions*, *Personal and Private Banking – A Guide to Fees and Interest and Savings Account Rates*.

#### 2 ADAPT ACCOUNT

- 2.1 You should review the Conditions that apply to your account with a parent or guardian.
- 2.2 Adapt Accounts are only available to individuals aged 11 years to 18 years.

- 2.3 When you reach 18 years we may change your account to a Step Account or a Current Plus Account or a Student Account or another account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal and Private Banking – A Guide to Fees and Interest*.
- 2.4 If you open your account when you are under the age of 16, we may write and tell your parent or guardian that you have done so.
- 2.5 If we issue a debit card to you when you are under the age of 16, we may contact your parent or guardian to advise them that the card has been issued and that it can be used to pay for goods and services purchased from retailers or suppliers of services.
- 2.6 Standing Orders and Direct Debit payments are not permitted on your account.
- 2.7 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
- 2.8 Cheque books are not available on your account.

### 3 STUDENT ACCOUNT

- 3.1 Student Accounts are available only to permanent UK resident students who are completing:
  - (a) a full-time undergraduate higher education course of at least two years' duration; or
  - (b) a full-time postgraduate course, at a university or college of higher education in the UK.
 A permanent UK resident is someone who has been ordinarily resident in the UK for three years or more.
- 3.2 If we do not receive satisfactory confirmation that you meet these requirements, we may change your Student Account to a Current Plus Account or a Step Account.
- 3.3 You must use your account as your main current account and deposit regular amounts by way of local education funding, parental contribution, salary, student loan or other funding, such as sponsorship or bursary.
  - (a) If you're applying to open/transfer your account to a NatWest student account from 8 June 2009 onwards in order to be eligible to apply for an interest free overdraft, you must use your account as your main current account. If at any time you stop using your account as your main current account then we reserve the right to remove any interest free overdraft on your account. To be classed as using your account as your main current account there must be at least one credit transaction on your account every three months and at least three debit transactions per month.
- 3.4 You may apply to us for a 5-Year 16-25 Railcard (the "Railcard"). This offer is only available from time to time and we reserve the right not to make this offer at other times. The following conditions apply:
  - (a) The Railcard is available only to Student Account holders entering the first year of a full-time undergraduate higher education course for the first time;
  - (b) You must be aged 16 or over when your Railcard is first issued to you and 26 or under when your Railcard expires. If you will be aged 26 or older when your Railcard is due to expire, you will be issued with a Railcard that expires the day before your 27th birthday or the end of your full-time undergraduate higher education course, whichever is earlier;
  - (c) You must follow the instructions in your *Welcome to your new NatWest Student Account* pack to apply for a Railcard;
  - (d) All Railcards are issued by us. Any enquiries about the issue of a Railcard should be made to us, not at a rail station;
  - (e) Your Railcard will be issued to you annually prior to the expiry of your previous Railcard, provided you have used your Student Account or Graduate Account in the three months before your new Railcard is due to be issued;
  - (f) Discounts are not available on tickets purchased without a Railcard and we will not refund the cost of any tickets purchased without a Railcard. This includes any tickets purchased before you receive your Railcard, or while waiting for a replacement Railcard;
  - (g) Your Railcard and any discounted tickets bought with it are not transferable and must not be given or loaned to anyone else;
  - (h) The Railcard is not your property and, if requested, must be handed in to a representative of any train company;

- (i) You must show your Railcard when you buy any discounted tickets and carry it with you on every journey you make using a discounted ticket;
  - (j) A minimum fare applies for all journeys made before 10am Monday to Friday, except in July and August or on public holidays;
  - (k) Proof of age and identity may be requested when you use your Railcard;
  - (l) If, when asked by rail staff during your journey, you are unable to produce a valid ticket and your Railcard, you will be required to pay the full standard single fare as if no ticket was purchased before the journey commenced and no Railcard was held. However, this does not apply if no ticket purchasing facilities were available at the rail station you started your journey at;
  - (m) A fee of £10 is payable to us to replace your Railcard if it is lost or stolen, unless you provide us with a crime reference number issued by the Police. A replacement lost or stolen Railcard will only be issued if you have used your Student Account or Graduate Account in each of the three months prior to your request for a replacement Railcard;
  - (n) You will receive a full list of the conditions of issue and use of your Railcard when we send your Railcard to you. The standard conditions for the 5 year 16-25 Railcard apply and are available at any staffed rail station ticket office or at [www.16-25railcard.co.uk](http://www.16-25railcard.co.uk).
- 3.5 If you're applying to open/transfer your account to a NatWest student account from 8 June 2009 onwards in order to be eligible to receive your Railcard you must first register for online banking and opt to receive e-statements instead of paper statements. Conditions of the Railcard benefit can be found at [www.16-25railcard.co.uk](http://www.16-25railcard.co.uk). Details of how to apply and the deadline for doing so are included in your welcome pack. A replacement lost or stolen Railcard will only be issued if you remain registered for online banking and e-statements. Your Railcard will be renewed and issued to you on an annual basis prior to the expiry of your previous card provided you remain registered for online banking and e-statements and you have continued to use your account as your main bank account.
- 3.6 In the month of July in the year of your graduation, subject to our assessment of your financial position, we will change your Student Account to a Graduate Account at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal and Private Banking – A Guide to Fees and Interest*.

#### 4 GRADUATE ACCOUNT

- 4.1 Graduate Accounts are available only to:
- (a) graduates who have held a Student Account with us; and
  - (b) graduates who have graduated from a full-time course of higher education (lasting two years or more) within the last three years.
- 4.2 You must use your account as your main current account and deposit regular amounts into it by way of wages, salary or other income.
- 4.3 In the month of July of the third year after your graduation, subject to our assessment of your financial position, we will change your Graduate Account to a Current Plus Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal and Private Banking – A Guide to Fees and Interest*.

#### 5 CURRENT ACCOUNT

- 5.1 Current Accounts are available only to individuals aged 16 years or over.
- 5.2 You may apply for the additional benefits specified in the Advantage Blue Welcome leaflet. We may alter any of these benefits provided we give you at least 30 days' prior notice.
- 5.3 If you do not pay the monthly subscription fees for Advantage Blue, we may withdraw your Advantage Blue Service on giving you not less than 30 days' prior notice.
- 5.4 If you cease (for any reason) to be an Advantage Blue customer, the Advantage Blue benefits will no longer be available to you. This includes the Advantage Blue insurance benefits, under which you will no longer be covered or be able to make a claim.

- 6 CURRENT PLUS ACCOUNT**
- 6.1 Current Plus Accounts are available only to individuals aged 16 years or over.
  - 6.2 Account Specific Conditions 5.2 to 5.4 apply to Current Plus Accounts.
- 7 STEP ACCOUNT**
- 7.1 Step Accounts are available only to individuals aged 16 years or over.
  - 7.2 Arranged overdrafts are not available on your account.
  - 7.3 Cheque books are not available on your account.
  - 7.4 Account Specific Conditions 5.2 to 5.4 apply to Step Accounts.
- 8 CASH ACCOUNT**
- 8.1 Cash Accounts are available only to individuals aged 16 years or over.
  - 8.2 Standing Order and Direct Debit payments are not permitted on your account.
  - 8.3 You can use our telephone and online banking services to make an immediate payment from your account, but you are not permitted to use those services to give instructions for a payment to be made from your account at a future date.
  - 8.4 Arranged overdrafts are not available on your account.
  - 8.5 Cheque books are not available on your account.
- 9 ADVANTAGE GOLD ACCOUNT**
- 9.1 Advantage Gold Accounts are available only to individuals aged 18 years or over.
  - 9.2 You may apply for the additional benefits specified in *Your Account Guide – Make the Most of Advantage Gold today*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
  - 9.3 If your Advantage Gold Account is closed, the Advantage Gold benefits will no longer be available to you.
- 10 ADVANTAGE PRIVATE ACCOUNT**
- 10.1 Advantage Private Accounts are available only to individuals aged 18 years or over. You must also meet one of the following requirements:
    - (a) you have a sole annual income of at least £75,000; or
    - (b) you and your partner together have an annual joint income of at least £100,000; or
    - (c) you, or you and your partner together, have savings of at least £50,000 with us; or
    - (d) you are invited by us to join Advantage Private.
  - 10.2 For accounts opened before 20 July 2006, you must retain your Private Banking Charge Card.
  - 10.3 If you cancel your Private Banking Charge Card, your monthly subscription fee will be debited to your Advantage Private Account.
  - 10.4 Your salary (or equivalent) must be paid into your Advantage Private Account.
  - 10.5 In addition to our general right of conversion under General Condition 7.3.1, we reserve the right to convert your account to a Current Plus Account (or equivalent) if:
    - (a) your salary (or equivalent) is not mandated into your account; or
    - (b) in relation to accounts opened before 20 July 2006, you do not open, or subsequently cease to have, a Private Banking Charge Card.
  - 10.6 You may apply for the additional benefits specified in *Advantage Private – The very best benefits and services that our Private Banking service has to offer*. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
- 11 PRIVATE BANK ACCOUNT**
- 11.1 Private Bank Accounts are available only to individuals aged 18 years or over. You must also meet one of the following requirements:
    - (a) you have a sole annual income of at least £75,000; or
    - (b) you and your partner together have an annual joint income of at least £100,000; or
    - (c) you, or you and your partner together, have savings of at least £50,000 with us; or
    - (d) you are invited by us to open a Private Bank Account.
  - 11.2 Your salary (or equivalent) must be paid into your Private Bank Account.
  - 11.3 If your Private Bank Account is closed, the Private Bank Account benefits will no longer be available to you.

## 12 FIRST RESERVE ACCOUNT

- 12.1 First Reserve Accounts are available only to individuals, including personal trustees.
- 12.2 You may not have your wage or salary paid directly into your account.
- 12.3 Standing Order and Direct Debit payments are not permitted on your account.
- 12.4 Arranged overdrafts are not available on your account.
- 12.5 Cheque books are not available on your account.

## 13 REWARD RESERVE ACCOUNT

- 13.1 Reward Reserve Accounts are available only to individuals, including personal trustees.
- 13.2 If your account balance falls below £2,000, you will receive a nominal rate of interest.
- 13.3 In addition to any other interest payable, we will pay you interest known as a quarterly reward for any quarterly period in which:
  - (a) you do not make more than one withdrawal; and
  - (b) your account balance does not fall below £2,000 for more than 4 days in total.
- 13.4 Quarterly periods commence on the first business day of January, April, July or October and end the day before the beginning of the next quarter.
- 13.5 If you qualify for a quarterly reward, the reward interest will be paid into your account on the first business day of the next quarterly period.
- 13.6 In addition to any other interest payable, we will pay you interest known as an annual reward for any annual period in which:
  - (a) you do not make more than three withdrawals; and
  - (b) your account balance does not fall below £2,000 for more than 4 days in total.
- 13.7 Annual periods commence on the first business day of January and end the day before the beginning of the next annual period.
- 13.8 If you qualify for an annual reward, the reward interest will be paid into your account on the first business day of the next annual period.
- 13.9 Quarterly and annual interest rewards are calculated on a daily basis on the amount you have in your account at close of business at the rates set out in our leaflet *Savings Account Rates*.
- 13.10 If you open your account during a quarterly or annual period, any quarterly or annual reward interest earned during the remainder of that period will be paid on a pro rata basis.
- 13.11 If you close your account during a quarterly or an annual period, you will not receive any quarterly or annual reward interest for either period.
- 13.12 If credit interest on your account is paid into a NatWest current account in your name(s), then both quarterly and annual reward interest rewards will also be paid into that account. Payments of interest will not be treated as withdrawals in determining whether you should receive quarterly or annual rewards.
- 13.13 You may not have your wage or salary paid directly into your account.
- 13.14 Standing Order and Direct Debit payments are not permitted on your account.
- 13.15 Arranged overdrafts are not available on your account.
- 13.16 Cheque books are not available on your account.

## 14 ADVANTAGE RESERVE ACCOUNT

- 14.1 Advantage Reserve Accounts are available only to individuals (except those acting as trustees) who subscribe to Advantage Private, and those we invite to open an account.
- 14.2 If your account balance falls below £2,000, you will receive a nominal rate of interest.
- 14.3 You may not have your wage or salary paid directly into your account.
- 14.4 Standing Order and Direct Debit payments are not permitted on your account.
- 14.5 Arranged overdrafts are not available on your account.
- 14.6 Cheque books are not available on your account.
- 14.7 If you cancel your subscription to any Advantage packaged account you hold and do not change your subscription to another Advantage packaged account, then we may close your Advantage Reserve Account and transfer the balance to a First Reserve Account (or equivalent).

## 15 ADVANTAGE PRIVATE RESERVE ACCOUNT

- 15.1 Advantage Private Reserve Accounts are available only to individuals (except those acting as trustees) who subscribe to Advantage Private, and those we invite to open an account.

- 15.2 If your account balance falls below £10,000, you will receive a nominal rate of interest.
  - 15.3 You may not have your wage or salary paid directly into your account.
  - 15.4 Standing Order and Direct Debit payments are not permitted on your account.
  - 15.5 Arranged overdrafts are not available on your account.
  - 15.6 Cheque books are not available on your account.
  - 15.7 If you cancel your subscription to any Advantage packaged account and do not change your subscription to another Advantage packaged account, then we reserve the right to close your Advantage Private Reserve Account and transfer the balance to a First Reserve account (or equivalent).
  - 15.8 No bonus interest is payable in any calendar month in which a withdrawal is made.
  - 15.9 Should you close an account during a monthly bonus period you will not receive any monthly bonus interest for that period.
- 16 INSTANT ACCESS RESERVE ACCOUNT**
- 16.1 Instant Access Reserve Accounts are only available to individuals aged 16 years or over, including personal trustees.
  - 16.2 Interest will be paid into your Instant Access Reserve Account quarterly or another account held by you at your branch.
  - 16.3 Your balance must not exceed £1 million.
  - 16.4 You may not have your wage or salary paid directly into your account.
  - 16.5 Standing Order and Direct Debit payments are not permitted on your account.
  - 16.6 Arranged overdrafts are not available on your account.
  - 16.7 Cheque books are not available on your account.
- 17 PRIVATE BANKING SAVINGS ACCOUNT**
- 17.1 The Private Banking Savings Account is available only to individuals aged 18 years or over who are Private Banking customers or who we invite to open a Private Banking Savings Account.
  - 17.2 When you open your account, you must deposit at least £1 into the account.
  - 17.3 You may not have your wage or salary paid directly into your account.
  - 17.4 Standing Order and Direct Debit payments are not permitted on your account.
  - 17.5 Arranged overdrafts are not available on your account.
  - 17.6 Cheque books are not available on your account.
  - 17.7 If you no longer remain a Private Banking Customer we reserve the right to close your Private Banking Savings Account and transfer the balance to a First Reserve account (or equivalent).
- 18 SAVINGS DIRECT ACCOUNT**
- 18.1 Savings Direct Accounts are available only to individuals aged 16 years or over.
  - 18.2 The maximum number of account holders is two.
  - 18.3 The account cannot be opened in our branches.
  - 18.4 You may operate your account by telephone on 0845 601 9000 (minicom users can call 0845 601 5410) between 8am and 8pm on any day). Or by FREEPOST to Savings Direct, FREEPOST RRRG-SBTJ-EEUY, Leicester LE2 7EJ. No transactions will be accepted at any of our branches.
  - 18.5 You may obtain any leaflets or other documents referred to in these Conditions by writing to the address or calling the numbers specified in Account Specific Condition 18.4. You may not obtain leaflets or any other documents from our branches.
  - 18.6 You must nominate a bank or building society account to enable deposits into and withdrawals from your Savings Direct Account.
  - 18.7 The nominated account must be:
    - (a) held in the UK (which excludes the Channel Islands and Isle of Man); and
    - (b) in the name of one or both of you.
  - 18.8 If you want to change your nominated account, for security reasons details of your new nominated account must be provided in writing, signed by you.
  - 18.9 When you open your account, you must deposit at least £1 into the account.
  - 18.10 If you want to pay a cheque into your account you can do so by sending the cheque along with a completed deposit slip to the FREEPOST address set out in Account Specific Condition 18.4.

- We will process the cheque in accordance with General Condition 4.2 once we have received it.
- 18.11 You may make regular payments into your account by standing order from your nominated account.
  - 18.12 You may not have your wage or salary paid directly into your account.
  - 18.13 Standing Order and Direct Debit payments are not permitted on your account.
  - 18.14 Arranged overdrafts are not available on your account.
  - 18.15 Cheque books are not available on your account.
  - 18.16 If the account you have nominated under Account Specific Condition 18.6 is maintained at one of our branches, we will provide same day value for interest purposes, for deposits and withdrawals initiated by telephone, provided that instructions are received by 6.30pm on a business day. Transfer instructions received after 6.30pm and on non-business days will be processed on the next business day.
  - 18.17 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to the FREEPOST address set out in Account Specific Condition 18.4.
- 19 e-SAVINGS ACCOUNT**
- 19.1 e-savings Accounts are available only to individuals aged 18 years or over who are resident in the UK.
  - 19.2 The maximum number of account holders is two.
  - 19.3 The account is only available from our website **www.natwest.com** and cannot be opened in our branches.
  - 19.4 Your account can only be operated by using our online banking service. The Remote Banking Conditions in General Condition 13 apply to your account and you must also be registered for the service described there. No transactions will be accepted in any of our branches. For general enquiries you may write to FREEPOST RRAB-CXSB-RAGL, NatWest Bank, West Yorkshire Retail CSC, 1 Victoria Place, Holbeck, Leeds LS11 5AN. However, your account cannot be operated by writing to that address.
  - 19.5 You may obtain any leaflets or other documents referred to in these Conditions by writing to NatWest Online Banking, Customer Telephone Centre, PO Box 1100, Central House, Otley Road, Harrogate HG3 1XT. You may not obtain leaflets or any other documents from our branch network.
  - 19.6 When you open your account, you must make an initial deposit of at least £1 into the account by cheque or (if you are an existing customer) by electronic transfer.
  - 19.7 If you pay some or all of your initial deposit by cheque, it must:
    - (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
    - (b) be drawn on an account in your name (or if you are opening the account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
  - 19.8 If you pay some or all of your initial deposit by electronic transfer, the transfer must be made from a NatWest account in your name (or, if you are opening your account jointly, from a NatWest joint account in the same names or from the personal NatWest accounts of each party to the account).
  - 19.9 Deposits after the initial deposit can only be made by electronic transfer from a NatWest account in your name (or, if you hold the account jointly, from a NatWest joint account in the same names or from the personal NatWest account of a party to the account) or by regular standing order from any UK bank account.
  - 19.10 Withdrawals from your account can be made:
    - (a) by electronic transfer to any NatWest account in your name (or, if you hold the account jointly, to a NatWest joint account in the same names or a personal NatWest account of a party to the account); or
    - (b) by third party mandate to any other UK bank account.
  - 19.11 Withdrawals will not be accepted by any other method.
  - 19.12 You may not have your wage or salary paid directly into your account.
  - 19.13 Standing Orders and Direct Debit payments are not permitted on your account.
  - 19.14 Arranged overdrafts are not available on your account.
  - 19.15 Cheque books are not available on your account.
  - 19.16 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to the FREEPOST address set out in Account Specific Condition 19.4.

## 20 TELEPHONE SAVER PLUS ACCOUNT

- 20.1 Telephone Saver Plus Accounts are available only to individuals aged 50 years or over who are resident in the UK.
- 20.2 The maximum number of account holders is two.
- 20.3 The account is only available from our website [www.natwest.com](http://www.natwest.com) or via our telephone banking service (0800 592 933). It is not available through our branch network.
- 20.4 You may operate your account by using our online banking service or by telephone on 0845 601 9000 (minicom users can call 0845 601 5410). No transactions will be accepted at any of our branches.
- 20.5 When you open your account, you must deposit at least £25,000 into the account by cheque or electronic transfer.
- 20.6 If you pay some or all of your initial deposit by cheque, it must:
  - (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
  - (b) be drawn on an account in your name (or if you are opening your account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
- 20.7 If you are an online or telephone banking customer, you may pay some or all of your initial deposit by automatic transfer. The initial deposit must be made in Sterling from an account held with us in your name (or if you are opening your account jointly, from an existing joint account held with us in the same names or the personal accounts held with us of each party to the account).
- 20.8 After you open your account, you may make further deposits by:
  - (a) Standing Order; or
  - (b) automatic transfer from an account held in your name or a joint account in the same names.
- 20.9 You can only withdraw money from your account by:
  - (a) a direct payment to any other UK bank account; or
  - (b) an automatic funds transfer to any NatWest account in your name.
- 20.10 If you want to pay a cheque into your account you can do so by sending the cheque along with a completed deposit slip to Telephone Saver PLUS, FREEPOST RRGK SBTJ-EEUY, Leicester LE2 7EJ. We will process the cheque in accordance with General Condition 4.2 once we have received it.
- 20.11 You may not have your wage or salary paid directly into your account.
- 20.12 Standing Order and Direct Debit payments are not permitted on your account.
- 20.13 Arranged overdrafts are not available on your account.
- 20.14 Cheque books are not available on your account.
- 20.15 When your account is closed, any remaining balance will be automatically transferred to another account held with us in your name. If no other such account is available, then it will be paid to you by cheque.

## 21 FIRST HOME SAVER ACCOUNT

- 21.1 First Home Saver Accounts are available only to individuals aged 16 years or over, and mortgages are available only to individuals aged 18 years or over.
- 21.2 Joint accounts are permitted provided that one of you takes out a mortgage with us.
- 21.3 When you open your account, you must deposit at least £100 into the account.
- 21.4 After you open your account, the balance may fall below £100 but it must not exceed £1 million.
- 21.5 Interest will be paid into your First Home Saver Account or another account held by you at your branch.
- 21.6 You may not have your wage or salary paid directly into your account.
- 21.7 Standing Order and Direct Debit payments are not permitted on your account.
- 21.8 Arranged overdrafts are not available on your account.
- 21.9 Cheque books are not available on your account.
- 21.10 You will be entitled to cashback on your account, provided that you meet all of the following requirements:
  - (a) you have not previously held a mortgage, or if your account is in joint names, neither one of you has previously held a mortgage; and
  - (b) your account has been open for at least 6 months prior to the mortgage being drawn down; and

- (c) you maintain a balance, of at least the amount required to qualify for the cashback at any given tier, for a minimum of six months. If, after that six month period, you need to withdraw money as part of the house buying process then you will still be entitled to your cashback, so long as the mortgage is drawn down within 60 days of the withdrawal being made; and
  - (d) at least one payment of a minimum of £50 a month is made into your account by Standing Order; and
  - (e) you (or, if you apply for the mortgage jointly, each of you making the mortgage application) meet our standard mortgage criteria for the mortgage you apply for; and
  - (f) you draw down one of our mortgages (excluding Buy to Let mortgages); and
  - (g) your account remains open for 4 months following the draw down of the mortgage.
- 21.11 Only one cashback per mortgage application will be allowed. Only one cashback can be claimed per person. Where your account or mortgage is in joint names, only one cashback will be paid.
- 21.12 Cashback will not be paid automatically. You must claim it within three months of the mortgage being drawn down.
- 21.13 To claim cashback you must contact us on 0800 255 200. We will then advise you if you qualify for cashback. If you qualify, we will pay the cashback into your account within 30 days.
- 21.14 If cashback is payable:
- (a) it will only be paid into your First Home Saver Account; and
  - (b) it will be calculated using the lowest balance in your account in the 6 months prior to the mortgage being drawn down, subject to a maximum balance as detailed in our leaflet *Savings Account Rates*. When calculating the lowest balance we will not take into account any withdrawals that you make in the 60 days prior to the draw down of the mortgage which are made as part of the house buying process. We may ask you to vouch the purpose of each withdrawal.
- 21.15 We may withdraw the cashback offer, provided that we notify you personally six months beforehand.

## 22 e-SAVINGS PLUS ACCOUNT

- 22.1 e-savings Plus Accounts are available only to individuals aged 18 years or over who are resident in the UK. You may hold this account in your sole name or jointly with a maximum of one other individual.
- 22.2 The account is only available from our website [www.natwest.com](http://www.natwest.com) or via our telephone banking service (0800 592 933). You may operate your account by using our online banking service or by telephone on 0845 601 9000 (minicom users can call 0845 601 5410). This account cannot be opened or operated through our branch network.
- 22.3 Our Remote Banking Conditions as set out in our *Personal and Private Banking – Terms and Conditions* apply to your account.
- 22.4 For general enquiries you may write to FREEPOST RRAB-CXSB-RAGL, NatWest Bank, West Yorkshire Retail CSC, 1 Victoria Place, Holbeck, Leeds LS11 5AN. However, your account cannot be operated by writing to that address.
- 22.5 You may obtain any leaflets or other documents referred to in these Conditions by writing to NatWest Online Banking, Customer Telephone Centre, PO Box 1100, Central House, Otley Road, Harrogate HG3 1XT. You may not obtain leaflets or any other documents from our branch network.
- 22.6 When you open your account, you must make an initial deposit of at least £1 into the account by cheque or (if you are an existing customer) by electronic transfer.
- 22.7 If you pay some or all of your initial deposit by cheque, it must:
- (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
  - (b) be drawn on an account to which you are a party
- 22.8 If you pay some or all of your initial deposit by electronic transfer, the transfer must be made from a NatWest account in your name, held either in your sole name or jointly.
- 22.9 Deposits after the initial deposit can only be made by electronic transfer from a NatWest account to which you are a party or by standing order from any UK bank account.
- 22.10 After you open your account, the balance must not exceed £1 million.

- 22.11 Withdrawals from your account can be made:
    - (a) by electronic transfer to any NatWest account to which you are a party; or
    - (b) by direct payment to any other UK bank account.
  - 22.12 A conditional bonus is payable for any month in which no withdrawals are made. Conditional bonus rates are set out in our leaflet *Savings Accounts Rates*.  
If you make a withdrawal on your account no conditional bonus interest will be payable on the balance for the calendar month in which the withdrawal is made. Interest will be payable at the rate excluding conditional bonus as set out in our leaflet *Savings Accounts Rates*.  
If you close your account interest and any conditional bonus due will be payable up to the date of closure.
  - 22.13 If your account balance falls below £5,000, you will be paid interest at the rate excluding conditional bonus as set out in our leaflet *Savings Accounts Rates*.
  - 22.14 Withdrawals will not be accepted by any other method.
  - 22.15 You may not have your wage or salary paid directly into your account.
  - 22.16 Standing Orders and Direct Debit payments are not permitted on your account.
  - 22.17 Arranged overdrafts are not available on your account.
  - 22.18 Cheque books are not available on your account.
  - 22.19 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to the FREEPOST address set out in Account Specific Condition 22.4.
  - 22.20 When your account is closed, any remaining balance will be automatically transferred to another account held with us in your name. If no other such account is available, then it will be paid to you by cheque.
- 23 CARD PLUS ACCOUNT**
- 23.1 You should review the Conditions that apply to your account with a parent or guardian.
  - 23.2 We may write and tell your parent or guardian that you have opened your account.
  - 23.3 Card Plus Accounts are not available to new customers. Existing account holders must be individuals aged 11 years to 18 years.
  - 23.4 Standing Order and Direct Debit payments are not permitted on your account.
  - 23.5 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
  - 23.6 Cheque books are not available on your account.
  - 23.7 When you reach age 18 we may change your account to a Step Account or a Current Plus Account, or a Student Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of *Personal and Private Banking – Terms and Conditions* and *Personal and Private Banking – A Guide to Fees and Interest*.

## Non-payment Accounts

### 24 CASH ISA

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meaning in these Conditions as they have in the ISA Regulations.

- 24.1 Cash ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 24.2 Joint accounts are not permitted.
- 24.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 24.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 24.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for it again.

- 24.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit, any excess money will be deposited in the alternative bank account nominated on your application form. The nominated account must be an account that allows instant access to the money.
- 24.7 The current subscription limits are detailed in our Savings brochure.
- 24.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 24.9 You may not have your wage or salary paid directly into your account.
- 24.10 Standing Order and Direct Debit payments are not permitted on your account.
- 24.11 Arranged overdrafts are not available on your account.
- 24.12 Cheque books are not available on your account.
- 24.13 Statements will be provided annually.
- 24.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 24.15 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
- 24.16 You may not transfer your account from one of our branches to another.
- 24.17 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 24.18 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
- 24.19 You must maintain and nominate for the duration of your Cash ISA a NatWest current account or savings account with instant access at a branch in the UK. If you subscribe on or after 1 January 2010 and do not already hold a NatWest current account or savings account, you must maintain and nominate for the duration of your Cash ISA a NatWest savings account with instant access at a branch in the UK. We will use this instant access account to hold money if you exceed your ISA subscription limit. You must tell us that you will be using this account for that purpose.

## 25 e-ISA

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"), and words and phrases have the same meaning in these Conditions as they have in the ISA Regulations.

- 25.1 e-ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 25.2 Joint accounts are not permitted.
- 25.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 25.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 25.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for it again.
- 25.6 The maximum that can be paid into the account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit, any excess funds will be deposited in the bank account nominated on your

- application form. The nominated account must be an account that allows instant access to the money.
- 25.7 The current subscription limits are detailed in our Savings brochure.
  - 25.8 If no money is paid into your account for a whole tax year, you must complete a new application form before money can be paid in again.
  - 25.9 You may not have your wage or salary paid directly into your account.
  - 25.10 Standing Orders and Direct Debit payments are not permitted on your e-ISA.
  - 25.11 Arranged overdrafts are not available on your account.
  - 25.12 Cheque books are not available on your account.
  - 25.13 Statements will be provided annually.
  - 25.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
  - 25.15 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
  - 25.16 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
  - 25.17 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
  - 25.18 The account can only be operated using our online banking service. The Remote Banking Conditions in General Condition 13 apply to your account and you must also be registered for the service described here. No transactions will be accepted in any of our branches. This account cannot be opened through our branch network.
  - 25.19 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to the Royal Bank of Scotland Group, West Yorkshire Retail Customer Service Centre, 1 Victoria Place, Holbeck, Leeds LS11 5AN.
  - 25.20 You must maintain and nominate for the duration of your e-ISA a NatWest current account or savings account with instant access at a branch in the UK. If you subscribe on or after 1 January 2010 and do not already hold a NatWest current account or savings account, you must maintain and nominate for the duration of your e-ISA a NatWest savings account with instant access at a branch in the UK. We will use this instant access account to hold money if you exceed your ISA subscription limit. You must tell us that you will be using this account for that purpose.

## 26 CASH ISA PLUS

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meaning in these Conditions as they have in the ISA Regulations.

- 26.1 Cash ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 26.2 Joint accounts are not permitted.
- 26.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 26.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 26.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for it again.
- 26.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to

- time. If the amount paid in exceeds the subscription limit, any excess money will be deposited in the alternative bank account nominated on your application form. The nominated account must be an account that allows instant access to the money.
- 26.7 The current subscription limits are detailed in our Savings brochure.
  - 26.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
  - 26.9 You may not have your wage or salary paid directly into your account.
  - 26.10 Standing Order and Direct Debit payments are not permitted on your account.
  - 26.11 Arranged overdrafts are not available on your account.
  - 26.12 Cheque books are not available on your account.
  - 26.13 Statements will be provided annually.
  - 26.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
  - 26.15 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
  - 26.16 You may not transfer your account from one of our branches to another.
  - 26.17 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
  - 26.18 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
  - 26.19 Balance transfers from existing ISA accounts are not permitted.
  - 26.20 You must nominate and maintain for the duration of your Cash ISA Plus a NatWest current account or savings account with instant access at a branch in the UK. We will use this instant access account to hold money if you exceed your ISA subscription limit. You must tell us that you will be using this account for that purpose.

## **27 NATWEST COMMUNITY BOND**

- 27.1 NatWest Community Bonds are available to individuals including personal trustees and all types of organisation (including companies, businesses, clubs and societies).
- 27.2 When you open your bond you must deposit at least £500 into the bond.
- 27.3 You may select a fixed term of either one year or (if you are an existing 3 year NatWest Community Bond holder) three years.
- 27.4 All applications received after 3.30pm may be treated as received on the following business day and we may refuse to accept your deposit.
- 27.5 You must nominate and maintain for the duration of your bond a NatWest current account or savings account with instant access (other than an ISA) at a branch in the UK. You must tell us that you will be using this account for that purpose. Your initial deposit into your bond must be made by a transfer of cleared funds from your nominated account.
- 27.6 Deposits must be made by transferring cleared money from the account you have nominated.
- 27.7 You may not add to your initial deposit during the term of your NatWest Community Bond, but you may have more than one of our Bonds at the same time.
- 27.8 The donation (see below for details) given to benefit community projects will be paid by us on a monthly basis to the RBS Group Micro Finance Funds, a company limited by guarantee with registered charitable status created for this purpose, who will administer the distribution of the donated money to the regions.
- 27.9 You may indicate a preference for one (and only one) of the following regions to be the preferred beneficiary and receive any donation made by the RBS Group Micro Finance Funds for each NatWest Community Bond:
  - (a) North East – Counties of Northumberland, Durham and the unitary authorities of Newcastle upon Tyne, North Tyneside, South Tyneside, Gateshead, Sunderland, Hartlepool,

- Stockton on Tees, Darlington, Middlesbrough and Redcar & Cleveland.
- (b) North West – Counties of Cumbria, Lancashire and Cheshire and the unitary authorities of Sefton, Wirral, Liverpool, Knowsley, St. Helens, Wigan, Bolton, Bury, Rochdale, Oldham, Salford, Manchester, Tameside, Trafford and Stockport.
  - (c) Yorkshire and Humber – North Yorkshire, East Riding of Yorkshire and the unitary authorities of York, Bradford, Leeds, Calderdale, Kirklees, Wakefield, Barnsley, Doncaster, Sheffield, Rotherham, Kingston-upon-Hull, North Lincolnshire and North East Lincolnshire.
  - (d) West Midlands – Shropshire, Herefordshire, Worcestershire, Warwickshire, Staffordshire and the unitary authorities of Stoke-on-Trent, Wolverhampton, Walsall, Sandwell, Dudley, Birmingham, Solihull and Coventry.
  - (e) East Midlands – Northamptonshire, Derbyshire, Nottinghamshire, Leicestershire, Lincolnshire, Rutland, and the unitary authorities of Derby and Leicester.
  - (f) East – Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Hertfordshire, Essex and the unitary authority of Luton.
  - (g) South West – Cornwall, Devon, Somerset, Dorset, Wiltshire and Gloucestershire, the Isles of Scilly and the unitary authorities of South Gloucestershire, Bristol, North Somerset, Bath and North East Somerset, Swindon, Poole and Bournemouth.
  - (h) South East – Kent, East and West Sussex, Surrey, Hampshire, Berkshire, Oxfordshire and Buckinghamshire, and the unitary authorities of Milton Keynes, Portsmouth, Southampton, Brighton & Hove and the Isle of Wight.
  - (i) London – 32 boroughs and the City of London.
  - (j) Scotland.
  - (k) Wales.
- 27.10 Donations will be invested through the RBS Group Micro Finance Funds which supports community projects in the regions as specified in clause 27.9(a) to (k).
- 27.11 In each region a panel of NatWest staff and external community representatives will assess applications for funding and from them select the projects to benefit from the Fund.
- 27.12 The amount of the donation paid to the RBS Group Micro Finance Funds will be calculated by reference to the difference between:
- (a) the interest rate paid on the bond selected by you; and
  - (b) a notional rate known as the “NatWest Community Bond Rate”.
- For example, if the interest paid to you is 1.5% and the NatWest Community Bond Rate is 5.5% the donation will be 4%.
- 27.13 We will tell you the rate of interest paid to you at the time of your initial deposit.
- 27.14 If the term of your bond is one year, interest earned on balances of less than £50,000 will be paid subject to your tax status. Interest earned on balances of £50,000 or more will be paid without deduction of tax, without having to complete an HM Revenue & Customs registration or declaration form. You will be responsible for declaring the income to HM Revenue & Customs and for paying any tax due.
- 27.15 If the term of your bond is three years, interest earned on your bond will be paid subject to your tax status. You will be responsible for declaring the income to HM Revenue & Customs and for paying any tax due.
- 27.16 The NatWest Community Bond Rate will usually be on display in our branches. Our branches can also tell you what the NatWest Community Bond Rate is.
- 27.17 The rate of interest paid to you and the NatWest Community Bond Rate are fixed when the NatWest Community Bond is opened for the term of your bond.
- 27.18 If you select a one year NatWest Community Bond, the interest will be paid when your bond matures. It will be transferred to the account you have nominated along with the amount of the initial deposit.
- 27.19 If you select a three year NatWest Community Bond, the interest will be credited to your account either monthly or on each anniversary of the opening of your NatWest Community Bond but must be left to accumulate over the term of your NatWest Community Bond. However, interest cannot in any circumstances be paid to you or withdrawn in cash during the

- term of your bond. On the last day within the term, all interest earned along with the initial deposit will be transferred to the account you have nominated.
- 27.20 If the day on which any payment is due to be made to your nominated account is not a business day, then the payment will be made on the next business day.
- 27.21 If you select a three year NatWest Community Bond, an annual interest statement will be sent to you shortly after each anniversary.
- 27.22 Partial withdrawals are not permitted.
- 27.23 Your NatWest Community Bond will end at the expiry of one year or three years from the date it was opened, depending on the term you have selected.
- 27.24 One month before the end of the term of your NatWest Community Bond, we will contact you personally to inform you of the following choices:
- (a) re-invest your initial deposit and interest in another NatWest Community Bond. The then current interest rates will be available at that time; or
  - (b) have your initial deposit and interest paid to the account you have nominated.
- 27.25 You may withdraw all the money in your bond before the end of the term, but, if you do so, the following amount will be deducted from your account balance when we transfer it to your nominated account:
- (a) if the term is one year – an amount equal to 60 days’ gross interest at the applicable rate (based on a 365 day year); or
  - (b) if the term is three years – an amount equal to 120 days’ gross interest at the applicable rate (based on a 365 day year).
- 27.26 If your bond is a joint bond and one of you dies, it can be closed without loss of interest for early closure or continued until maturity in the survivor’s name. If it is a sole bond and you die, or a joint bond and the sole surviving joint bondholder dies, it will be closed without loss of interest for early closure.
- 27.27 When your bond matures or is closed, we will transfer the initial deposit and any interest earned to the account you have nominated.
- 27.28 Your bond will be administered by our UK Operating Centre. You will receive correspondence concerning your bond directly from that centre.
- 27.29 We reserve the right to withdraw any issue without notice and decline to accept any further NatWest Community Bond applications.
- 28 30 DAY BONUS RESERVE ACCOUNT**
- 28.1 30 Day Bonus Reserve Accounts are available only to individuals (except those acting as trustees).
- 28.2 If your account balance falls below £2,000, you will receive a nominal rate of interest.
- 28.3 You may make withdrawals or close your account without loss of interest if:
- (a) you give us 30 days’ prior written notice of the amount you wish to withdraw or of the closure of your account; and
  - (b) you make the withdrawal or close your account within 14 days of the end of that 30 day period.
- 28.4 If you are not able to give us the notice in Account Specific Condition 28.3(a), or you do not make the withdrawal or close your account within the period mentioned in Account Specific Condition 28.3(b), you may still make the withdrawal or close your account, but you will lose 30 days’ interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal (excluding any bonus). If the amount of the lost interest is more than the interest which has accrued on your account at the date of withdrawal, we will deduct the rest from your account balance.
- 28.5 In addition to any other interest payable, we will pay you an award of bonus interest for any annual period in which you do not make more than four withdrawals. Details of the annual period are set out in our leaflet *Savings Account Rates*.
- 28.6 Awards of bonus interest will be paid into your account or another account held at the same branch.
- 28.7 Awards of bonus interest are calculated and paid in the manner and at the rates set out in our leaflet *Savings Account Rates*.
- 28.8 If you open your account during an annual bonus period, any bonus interest earned during the remainder of that annual bonus period will be paid on a pro rata basis.

- 28.9 If you close your account during an annual bonus period, you will not receive any bonus interest for that annual bonus period.
- 28.10 If your account is a joint account and one of you dies, it can be closed without notice or loss of interest for early closure or continued in the survivor's name. If it is a sole account and you die or a joint account and the sole surviving joint account holder dies, then it will be closed without notice or loss of interest for early closure.
- 28.11 You may not have your wage or salary paid directly into your account.
- 28.12 Standing Order and Direct Debit payments are not permitted on your account.
- 28.13 Arranged overdrafts are not available on your account.
- 28.14 Cheque books are not available on your account.

## **29 PERSONAL SAVINGS BOND FOR CHILDREN**

- 29.1 Personal Savings Bonds for Children are available only to:
  - (a) children from 7 to 16 years of age individually; and
  - (b) adults aged 16 years or over holding the account on trust for a named child who is under 16 years of age.
- 29.2 If you are aged 7 years to 16 years you should review the Conditions that apply to your bond with a parent or guardian.
- 29.3 When you open your bond you must deposit at least £1,000 into the bond.
- 29.4 All applications received after 3.30pm may be treated as received on the following business day and we may refuse to accept your deposit.
- 29.5 You must nominate and maintain for the duration of your bond a NatWest current account or savings account with instant access (other than an ISA) at a branch in the UK. You must tell us that you will be using this account for that purpose. Your initial deposit into your bond must be made by a transfer of cleared funds from your nominated account.
- 29.6 The term of your bond is five years from the date of your initial deposit.
- 29.7 You may not add to your initial deposit during the five year term, but you may have more than one of our Bonds at the same time.
- 29.8 We will tell you the rate of interest at the time of your initial deposit.
- 29.9 The rate of interest is fixed at the time you make your initial deposit, and it remains fixed throughout the five year term.
- 29.10 We pay interest on your bond on the last day within the term.
- 29.11 Interest earned on your bond will be paid subject to your tax status. You will be responsible for declaring the income to HM Revenue & Customs and for paying any tax due.
- 29.12 Partial withdrawals from your bond are not permitted.
- 29.13 You may withdraw all the money in your bond before the end of the term, but if you do so, an amount equal to 180 days' gross interest (based on a 365 day year) will be deducted from your account balance when we transfer it to your nominated account.
- 29.14 If your bond is a joint bond and one of you dies, it can be closed without loss of interest for early closure or continued until maturity in the survivor's name. If it is a sole bond and you die, or a joint bond and the sole surviving joint bondholder dies, it will be closed without loss of interest for early closure.
- 29.15 When your bond comes to the end of its term, we will transfer the initial deposit and any interest earned to the account you have nominated. If the last day within the term is not a business day, the transfer will occur on the next business day.
- 29.16 Your bond will be administered by our UK Operating Centre. The child for whose benefit the bond has been opened will receive correspondence directly from this centre.
- 29.17 We reserve the right to withdraw any issue without notice and decline to accept any further Personal Savings Bond For Children applications.

## **30 FIXED RATE BOND**

- 30.1 Fixed Rate Bonds are available only to individuals aged 18 years or over. The number of Fixed Rate Bonds permitted per customer per issue will be set out in the information sheet for that issue.
- 30.2 The minimum and maximum permitted deposit will vary according to the specific issue and will be set out in the information sheet for that issue.
- 30.3 All applications received after 3.30pm will be dealt with on the following business day and we may refuse to accept your deposit.

- 30.4 You must nominate and maintain for the duration of your bond a NatWest current account or savings account with instant access (other than an ISA) at a branch in the UK. You must tell us that you will be using this account for that purpose. Your initial deposit into your bond must be made by a transfer of cleared funds from your nominated account.
- 30.5 The duration of your bond will vary according to the specific bond issue. It will be set out in the information sheet for each issue.
- 30.6 You may not add to your initial deposit during the term of your Fixed Rate Bond.
- 30.7 Interest is calculated and paid in the manner and at the rates set out in the information sheet for each bond issue.
- 30.8 If you ask us to pay interest monthly, we will pay it into your nominated account on the last business day of the month. On the last day within the term of the Bond, your initial deposit plus any outstanding interest will be paid to your nominated account.
- 30.9 If you ask us to pay interest annually, we will pay it into your nominated account on the last business day in April. On the last day within the term of the Bond, your initial deposit plus any outstanding interest will be paid to your nominated account.
- 30.10 If you ask us to pay interest at the end of the term, we will pay your initial deposit plus any outstanding interest earned to the account you have nominated on the last day within the term if it is a business day. If you ask us to pay interest at the end of the term, Account Specific Condition 30.11 will not apply to your bond. Instead, interest earned on your bond will be paid subject to your tax status. You will be responsible for declaring the income to HM Revenue & Customs and for paying any tax due.
- 30.11 Subject to Account Specific Condition 30.10 above, interest earned on balances of less than £50,000 will be paid subject to your tax status. Interest earned on balances of £50,000 or more will be paid without deduction of tax, without having to complete an HM Revenue & Customs registration or declaration form. You will be responsible for declaring the income to HM Revenue & Customs and for paying any tax due.
- 30.12 Partial withdrawals from your bond are not permitted.
- 30.13 You may only close your bond on or after a specified date. If you close your bond before the date specified in the information sheet for that bond issue, we will charge you an early redemption fee as detailed in that information sheet.
- 30.14 If your bond is a joint bond and one of you dies, then it can be closed without loss of interest for early closure or continued until maturity in the survivor's name. If it is a sole bond and you die, or a joint bond and the sole surviving bondholder dies, then the bond will be closed without loss of interest for early closure.
- 30.15 We reserve the right to withdraw any issue without notice and decline to accept any further Fixed Rate Bond applications.

### **31 REGULAR SAVER ACCOUNT**

- 31.1 Regular Saver Accounts are only available to individuals who are aged 16 years or over including personal trustees.
- 31.2 You can only have one Regular Saver Account with us which can be held in your sole name or held jointly with someone else.
- 31.3 To open a Regular Saver Account, you must hold or open a current account or additional savings account with us, which you must continue to hold throughout the term of your Regular Saver Account.
- 31.4 The term of your Regular Saver Account will be 12 full calendar months (the "Term").
- 31.5 If you apply to open your Regular Saver Account on the first day of the month and this is a business day, your account will open on that day and the Term will start on that day.
- 31.6 If you apply to open your Regular Saver Account on any other business day, your account will open on that day and the Term will start on the first business day of the following month.
- 31.7 If you apply to open your Regular Saver Account on a nonbusiness day, your account will open on the next available business day and your Term will start as follows:
  - (a) If the next available business day is the first day of the month, the Term will start on that day.
  - (b) If the next available business day is any other business day, the Term will start on the first day of the following month which is a business day.
- 31.8 You are required to make 12 deposits between £25 – £250 throughout the Term which will attract the standard rate of

- interest. Any additional deposits will attract interest at a nominal rate. A "deposit" means a sum of money up to a maximum of £250 and may comprise of one or more credits to your account.
- 31.9 Any deposit into your Regular Saver Account made before the start of the Term will count towards the minimum and maximum deposits permitted in the first month of the Term.
  - 31.10 The standard rate of interest is a fixed rate.
  - 31.11 Interest will be paid on the first business day after the end of the Term into an Instant Access Reserve Account.
  - 31.12 You must pay at least £25 into your Regular Saver Account every calendar month, on or before the last business day of the month.
  - 31.13 If you fail to pay at least £25 into your Regular Saver Account in any calendar month, Account Specific Condition 31.15 will apply.
  - 31.14 Withdrawals are not permitted. If you make a withdrawal, Account Specific Condition 31.15 will apply.
  - 31.15 If you fail to pay at least £25 into your Regular Saver Account in any calendar month or if you make a withdrawal in any calendar month:
    - (a) your Regular Saver Account will be converted to an Instant Access Reserve Account; and
    - (b) we will pay you a nominal rate of interest on the balance of your Regular Saver Account from the date you open your account to the date that your account is converted, as set out in our leaflet *Savings Account Rates*.
  - 31.16 You must not pay more than £250 into your Regular Saver Account in any calendar month.
  - 31.17 If you pay more than £250 into your Regular Saver Account in a calendar month, then you will receive interest on the excess at a nominal rate as set out in our leaflet *Savings Account Rates*.
  - 31.18 You may only close your Regular Saver Account at the end of the Term. If you close your Regular Saver Account early, we will pay you interest up to the date of closure at a nominal rate as set out in our leaflet *Savings Accounts Rates*.
  - 31.19 At the end of the Term, your Regular Saver Account will convert to an Instant Access Reserve Account. Any payments into your Regular Saver Account will be transferred to your Instant Access Reserve Account.
  - 31.20 You may not have your wage or salary paid directly into your account.
  - 31.21 Standing Order and Direct Debit payments are not permitted on your account.
  - 31.22 Arranged overdrafts are not available on your account.
  - 31.23 Cheque books are not available on your account.
  - 31.24 If your Regular Saver Account is held jointly and one of you dies, your account will continue until maturity in the survivor's name. If it is a sole Regular Saver Account and you die, then the Regular Saver Account will be closed without loss of interest for early closure.

## 32 CASH ISA – TESSA FUNDS

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations.

- 32.1 Cash ISA – TESSA Funds are not available to new customers.
- 32.2 Joint accounts are not permitted.
- 32.3 The maximum amount that could be paid into your account was set by the Government. If the amount paid in exceeds the subscription limit, any excess money will be deposited in the alternative bank account nominated on your application form. The nominated account must be an account that allows instant access to the money.
- 32.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 32.5 If you cease to be resident in the UK, or otherwise cease to qualify for the purposes of the ISA regulations, you will retain the benefits of your account as at that date.
- 32.6 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Account Rates* or *Personal and Private Banking – A Guide to Fees and Interest*, but you can obtain this information

- from our branches, by calling 0800 255 200 or by looking on our website **www.natwest.com**.
- 32.7 Standing Order and Direct Debit payments are not permitted on your account.
  - 32.8 Arranged overdrafts are not available on your account.
  - 32.9 Cheque books are not available on your account.
  - 32.10 Statements will be provided annually.
  - 32.11 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account thereafter will not be exempt from tax.
  - 32.12 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
  - 32.13 You may not transfer your account from one of our branches to another.
  - 32.14 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
  - 32.15 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

### **33 DIAMOND RESERVE ACCOUNT**

- 33.1 Diamond Reserve Accounts are not available to new customers.
- 33.2 Information relating to the rates, calculation and payment of interest, and fees and charges, for your account does not appear in *Savings Account Rates* or *Personal and Private Banking – A Guide to Fees and Interest*, but you can obtain this information from our branches, by calling 0800 255 200 or by looking on our website **www.natwest.com**.
- 33.3 You may, without loss of interest, make one withdrawal of up to £250 in any calendar month without giving us any prior notice.
- 33.4 You may make withdrawals (in addition to those permitted under Account Specific Condition 33.3) without loss of interest if:
  - (a) you give us 30 days' prior written notice of a withdrawal; and
  - (b) you make the withdrawal within 14 days of the end of that 30 day period.
- 33.5 If you are not able to give us the notice in Account Specific Condition 33.4(a), or you do not make the withdrawal within the period mentioned in Account Specific Condition 33.4(b), you may still make the withdrawal, but you will lose 30 days' interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 33.6 You may withdraw money from your account only by cash withdrawals at any branch or by transfer to another NatWest account.
- 33.7 You may close your account without notice without loss of interest.
- 33.8 You may not have your wage or salary paid directly into your account.
- 33.9 Standing Order and Direct Debit payments are not permitted on your account.
- 33.10 Arranged overdrafts are not available on your account.
- 33.11 Cheque books are not available on your account.

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account (which include these Conditions).

We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our registration number is 121878.

NatWest is a member of the Financial Services Compensation Scheme (FSCS). The Scheme can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim. For deposits that are held in a bank or building society in the UK, the scheme will cover up to the greater of £50,000 or €50,000 per person. Deposits in all currencies are treated the same. Most retail consumers (this includes private individuals and some small businesses) are eligible under the Scheme. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

Calls may be recorded.

Authorised and regulated by the Financial Services Authority.

Registered Office: 135 Bishopsgate, London EC2M 3UR  
Registered Number: 929027, England  
NWB 5900 1 January 2010