

Changes to your Terms and Conditions

Important information

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March 2011

Changes to Terms and Conditions for Personal and Private Banking

We have made some changes to the following:

- Our 'Personal and Private Banking – Terms and Conditions' (our 'Terms and Conditions'); and
- Our leaflet, 'Personal and Private Banking – A Guide to Fees and Interest' (our 'Fees Leaflet').

These changes alter the terms of the contract between you and us.

Currently our cards which display a cheque guarantee hologram (of £100 or £250) can be used to guarantee the payment of cheques up to the amount displayed on the card. From 30 June 2011 we will no longer offer this facility. These changes reflect the Payment Council's decision to make an industry-wide withdrawal of the cheque guarantee facility from 30 June 2011.

This means that you will no longer be able to use your card to guarantee payments for cheques written on or after 1 July 2011. Cheques written up to and including 30 June 2011 can be guaranteed but must be presented within 6 months of the date on the cheque. The last day a guaranteed cheque will be honoured by us is 3 January 2012.

Please note that you will not automatically receive a new card when these changes are introduced. This means that your card could continue to display the cheque guarantee hologram but it will not be able to be used to guarantee cheques.

Any card issued from 3 June 2011 onwards (for example, if your card expires or is lost or stolen) will no longer display the cheque guarantee hologram and cannot be used to guarantee cheques.

For further information please visit www.natwest.com/cheques or your local branch.

The removal of the cheque guarantee facility, and the changes to our Terms and Conditions to reflect this, come into effect on **30 June 2011**.

We are also changing our cheque clearing processes with effect from **1 September 2011**. This change is summarised in Section 1 and for full details please see General Condition 4.2.1(a) of our Terms and Conditions.

We have also made some changes to our Fees Leaflet and General Conditions 1.2.2 (d), 1.2.3 (d), 1.2.3 (e), 1.2.4, 2.2.1, 2.2.2, 3.1.3, 3.1.4, 4.2.1(a), 5.5.1(a), 15.3.14 and Account Specific Conditions 2.3, 24.15, 25.15, 26.15, 30.16 and 32.12 of our Terms and Conditions. These changes take effect on **30 June 2011**.

These changes apply to all our Personal and Private Banking current accounts and savings accounts unless otherwise stated.

Please read the information in this leaflet carefully and keep it for future reference.

- Section 1 of this leaflet summarises the main changes to our Terms and Conditions.
- Section 2 of this leaflet provides full details of the changes to our Terms and Conditions.
- Section 3 of this leaflet provides full details of the changes to our Fees Leaflet.

If you have any questions, or need further information on how these changes affect you, please contact your local branch.

The updated versions of these leaflets are available on request in your local branch or on our website **www.natwest.com** from **30 June 2011**.

Section 1: Summary of changes

Main terms being changed in our Terms and Conditions	Summary of change
General Condition 4.2.1(a) Section A: Conditions of General Application	This has been amended to clarify that from 1 September 2011 all cheques paid in over the counter before 3.30pm on a business day will be added to your balance on the same day. If the cheque is paid in after 3.30pm on a business day, the money may be added to your balance on the next business day. Please note that the money will be available for you to use no later than four business days after it is added to your balance.
General Condition 5.5.1(a) Section A: Conditions of General Application	This has been amended to clarify that if we suspect fraudulent activity on your account, we may take longer than 2 hours to complete your Faster Payment request.
General Condition 15.5 Section C: Card Conditions	This has been deleted to provide that we will no longer offer the cheque guarantee facility.
Account Specific Condition 30.16 (Fixed Rate Bond)	This has been amended to allow executors of a deceased customer the option to continue the Fixed Rate Bond until maturity.
Account Specific Conditions 24.15, 25.15, 26.15 and 32.12	This has been amended following guidance from our regulators. The period stipulated in our Terms and Conditions for ISA account transfers to external account managers has been reduced from 30 days to 5 business days.

Section 2: Detailed changes to our Terms and Conditions

General Conditions

In General Condition 1.2.2(d) the word “or” has been inserted after the words “our customers’ requirements;”.

In General Condition 1.2.3(d) the word “or” has been inserted after the words “rights and obligations under this agreement;”.

A new General Condition 1.2.3(e) has been inserted and reads:

1.2.3(e) as set out in General Condition 1.2.4.

A new General Condition 1.2.4 has been inserted and reads:

1.2.4 We may disclose your information to government entities or regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions.

Existing General Conditions 1.2.4 to 1.2.6 have been re-numbered accordingly.

General Condition 2.2.1 has been amended and now reads:

2.2.1 Subject to General Condition 2.2.2, you have a period of 14 days within which to cancel your account.

A new General Condition 2.2.2 has been inserted and reads:

General Condition 2.2.1 does not apply:

- (a) where you have an account, such as a bond (but not including an ISA), where the rate of interest is fixed for a period of time following conclusion of the contract; or
- (b) where you have an account whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period.

Existing General Conditions 2.2.2 to 2.2.6 have been re-numbered accordingly.

General Condition 3.1.3 has been amended and now reads:

3.1.3 Where you give payment instructions by fax or by telephone to a branch or to your Private Banking Manager, we are entitled to accept and act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we will make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you.

General Condition 3.1.4 has been amended and now reads:

3.1.4 Where you give us instructions by the services covered in General Condition 14, you should authenticate the transaction using the security procedure mentioned in General Condition 14.3

General Condition 4.2.1(a) has been amended and now reads:

4.2.1 (a) If the cheque is paid in over the counter at any branch before 3.30pm on a business day, the money will be added to your balance on the same day. If the cheque is paid in over the counter at any branch after 3.30pm on a business day or on a non business day, the money may be added to your balance on the next business day.

General Condition 5.3.2 has been deleted.

General Condition 5.5.1(a) has been amended and now reads:

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 immediately (but may sometimes take up to 2 hours), providing the payment amount is within our defined limits and the receiving bank is a member of the Faster Payments Service. If we suspect fraudulent activity on your account, we may take longer than 2 hours to credit the payee’s account. Further information on the Faster Payments Service can be found in our leaflet *Our commitment to you*.

In General Condition 6.3.2 has been amended and now reads:

6.3.2 We will take account of your financial circumstances when deciding, in our discretion, whether or not to accept your request.

In General Condition 15.3.14, the number 15.3.13 has been deleted and replaced with 15.3.12.

General Condition 15.5 has been deleted and references to General Condition 15.5 have also been deleted.

General Conditions 15.6, 15.7, 15.8, 15.9 and 15.10 have been re-numbered accordingly, and references to these General Conditions have also been updated to follow the revised numbering.

General Condition 15.8.1(b) (formerly General Condition 15.9.1(b)) has been deleted.

Account Specific Conditions

Account Specific Condition 2.3 has been amended and now reads:

2.3 When you reach age 18 or apply for a full time Higher Education course through the Universities and Colleges Admissions Service, we may change your Adapt 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*.

Account Specific Conditions 24.15, 25.15, 26.15 and 32.12 have been amended and now read:

If you instruct us to transfer your account to another account manager, we will do so within 5 business days of receipt of your transfer instruction, or where you specify a date of transfer, within 5 business days of this date.

Account Specific Condition 30.16 has been amended and now reads:

30.16 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 we will give the deceased's executors the option to close the bond without loss of interest for early closure or continue the bond until maturity in the deceased's name. If we do not receive a response from the deceased's executors, the bond will be continued until maturity. Where a sole bondholder or sole surviving bondholder dies and the nominated account was a joint account, we may change the nominated account to a savings account in the deceased's name and we will inform the deceased's executors if we make such a change.

Section 3: Detailed changes to our Fees Leaflet

At section 7 (Arranged Overdrafts, Unarranged Overdrafts, Returned Items and Enforcement Charges), in the first paragraph under the words "Advantage Private, Advantage Gold, Current Account, Current Plus, Private Bank Account, Student Account", Graduate Account*, Step Account" the words "(including savings accounts*)" have been deleted.**

At section 7 (Arranged Overdrafts, Unarranged Overdrafts, Returned Items and Enforcement Charges), the following paragraph has been deleted:

Savings account customers who have to pay any Returned Item Fee should refer to the table below under the heading 'Charging and application times for fees incurred on savings accounts' for details of charging periods and the dates when fees will be deducted.

At section 7 (Arranged Overdrafts, Unarranged Overdrafts, Returned Items and Enforcement Charges), the sub-section "Charging and application times for fees incurred on savings accounts", including the paragraph and the "Savings – Calculation periods for fees" table, have been deleted.

At section 8 (Foreign transaction and Debit Card charges), in the table under the heading "Transactions in the UK", the following words have been deleted:

- "mainland" from the first bullet point; and
- "or cash machine (ATM)" from the third bullet point.

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