

the **one** account

The *One account* conditions

January 2013

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Conditions for the *One account*

Introduction

(i) These Conditions together with your Offer of Loan (Offer) form the **Agreement** which governs the operation of your One account (Account). Your **Account** is a personal current account with The Royal Bank of Scotland plc which may not be operated for the purpose of any business or profession and you must not borrow on the Account to finance any business or profession. It is administered by The *One account* Limited.

(ii) Your **Facility** must be secured against your home. If we release the Mortgage over the Property you will no longer be able to have a **Facility** but your **Account** can remain open after the end of the Term stated in the Offer.

(iii) In these Conditions, **you** are the customer who has accepted an **Offer** to open an Account and **we** are The Royal Bank of Scotland plc. If a condition in your **Offer** is inconsistent with any of these Conditions, the **Offer** Condition will apply.

(iv) If the property detailed in the Offer ("**Property**") is in England or Wales, English law applies to the Agreement. If the Property is in Scotland, Scots law applies. This applies even after we release our Mortgage. The Courts in England 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) If we waive any of our rights under the Agreement, it does not mean we will waive that right in the future.

(vi) You should read these Conditions carefully and keep 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.

Section A: Conditions

1 REPAYMENT AND FACILITY REVIEW

1.1 Repayment and reduction of your Facility limit

1.1.1 You will pay us the amount necessary to reduce all borrowing on your Account with interest and charges to zero before the end of the Term or any revised term we agree with you.

1.1.2 You will from time to time agree with us to operate a Repayment Guide covering the Facility. This guide may provide for a single repayment at the end of the Term or for regular or irregular reductions in your borrowing during the Term, but you are always free to make repayments and/or withdrawals at any time up to the amount of your Facility. You must make sufficient regular payments into your Account to ensure that you remain within your Facility and to comply with your Repayment Guide. We may from time to time ask you to provide us with evidence of your income.

1.1.3 We will from time to time review with you your use of your Account against the Repayment Guide. We may ask you to provide evidence of your ability to comply with the Repayment Guide and if you

cannot, to agree a new Repayment Guide acceptable to us. If we are unable to reach agreement with you on a new Repayment Guide we may give you one month's notice of a reduction in your Facility to a level which we reasonably believe is necessary for you to be able to reduce your borrowing, including interest and charges, to zero by the end of the Term.

1.1.4 We may agree with you that there will be reductions in the amount of your Facility at annual or more frequent intervals, to provide you with the discipline to achieve reductions in your borrowing in accordance with your Repayment Guide. If we have been unable to agree a new Repayment Guide with you under Condition 1.1.3 we may impose such reductions in the amount of your Facility as we reasonably believe are necessary for you to be able to reduce your borrowing, including interest and charges, to zero by the end of the Term.

1.1.5 You may at any time repay any borrowing on the Account without notice or penalty or paying extra charges. There may be a charge for releasing the Mortgage. Details of the charge will be found in the *One account* services and charges leaflet.

1.1.6 If you are required under Condition 5 to repay all borrowing before the end of the Term, you will immediately reduce the borrowing in your Account with interest and charges to zero.

1.1.7 You must tell us immediately if your circumstances change so that there will be a significant reduction in your salary or regular income. We will agree with you the effect of this on your Repayment Guide and tell you if your Facility is reduced.

2 CHANGES TO THE FACILITY

2.1 Changes to your Facility limit

2.1.1 You can ask us to reduce your Facility.

2.1.2 You can request an increase to your Facility. If we agree we may charge you a fee. You'll find details in the *One account* services and charges leaflet.

2.1.3 If you have a joint Account, we may accept and act on such a request from either of you unless you have instructed us not to in accordance with Condition 10.2.3. Any revision in the Facility which we agree, will take effect when we tell you, or under a joint Account, either of you that it is agreed.

2.2 Unarranged increase in Facility limit

2.2.1 If you issue instructions for a withdrawal or other payment which would result in your Facility limit being exceeded, we may treat your instruction as an informal request for an unarranged increase in the Facility limit. We may allow the Facility to be increased. If so we will tell you the new amount of the Facility and we may apply a charge for this.

2.2.2 If we do not allow the Facility limit to be increased we may still permit the withdrawal but you will be required to reduce the borrowing to the level of your Facility. The fact that we allow your Facility to be exceeded at any time does not mean that we are

bound in the future to make any other payment which would have the same effect. We may apply a charge for this.

3 INTEREST

3.1 Interest on Borrowing

3.1.1 The initial Interest Rate is stated in your Offer. The Interest Rate which applies to your Account may depend on the amount of your Facility in proportion to the value of the Property, as described in the Offer. If at any time your Property is revalued, we will change the Interest Rate to reflect the new Facility to value ratio. You can find out about the different Interest Rates on request.

3.1.2 Each month, we will notify you in writing of the amount of interest to be applied to your Account and of the period to which it relates. The interest period will be approximately monthly but may not match calendar months.

3.1.3 Interest will be calculated on the daily cleared balance on the Account from the day on which we release the Facility to you or the conveyancer and applied not less than 14 days after notification. Interest will also accrue on interest while it is waiting to be applied.

3.1.4 We may offer discounted or special interest rates to new customers for which you will not be eligible.

3.1.5 We may change the Interest Rates and credit interest rates at any time (whether before or after release of the Facility to you) for one or more of the following reasons:

- (a) to reflect a change which has occurred, or which we reasonably expect to occur, in bank base rates or interest rates generally in the UK financial services industry;
- (b) to reflect a change which has occurred, or which we reasonably expect to occur in the cost of funding your Facility;
- (c) to reflect a change which has occurred, or which we reasonably expect to occur in the interest rates charged by other lenders;
- (d) to reflect changes in the law or a decision by a Court or an ombudsman;
- (e) to enable us to meet any changes to regulatory requirements;
- (f) to reflect changes in any codes of practice or industry guidance to which we subscribe; or
- (g) if we consent in writing to your letting the Property, we may charge a fee or increase the rate of interest payable on the Facility to reflect the increased risk to us.

3.1.6 If we change our Interest Rates under Condition 3.1.5 then we will give you notice of the change as follows:

- (a) if we are changing Interest Rates in a way that is to your advantage, we will notify you personally of each change either before the change takes effect or at the earliest opportunity afterwards; or
- (b) if we are changing Interest Rates in a way that is to your disadvantage, we will notify you

personally not less than 60 days before the change comes into effect.

3.2 Interest on Accounts in Credit

3.2.1 If your Account is in credit we will pay interest at our credit interest rate from time to time. Credit interest is calculated on the daily cleared credit balance on your Account. The procedure for notifying you will be the same as for charging interest under Condition 3.1.2.

3.2.2 We can change our credit interest rate for any of the reasons set out in Condition 3.1.5 and for any other valid reason. Details of our credit interest rate are available on request.

3.2.3 The procedure for notifying you of changes to credit interest rates will be the same as for Interest Rates under Condition 3.1.6.

3.2.4 Credit interest will be paid after deduction of tax unless you have supplied to us the necessary information establishing your right to payment of interest without deduction.

4 CHARGES

4.1 Our charges and fees

4.1.1 We may impose:

- (a) charges and fees for the operation of your Account; and
- (b) other fees and charges relating to your Account or to the supply of services requested by you.

4.1.2 Our current charges for the operation of your Account and the most common other charges are set out in our leaflet the *One account* services and charges leaflet. Our charges are divided into two categories, Banking Charges and Mortgage Charges. You can also find out about our charges by telephone. 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.

4.1.3 You agree to pay us on demand all Banking Charges and Mortgage Charges and also reasonable expenses reasonably incurred by us in connection with the Mortgage (including any expenses we incur before the Mortgage is completed). If you do not, we may add the amount to the Facility and charge interest on it.

4.1.4 Our Mortgage Charges and expenses include not only money we have to pay to other people in connection with the mortgage but also the administration costs we incur when carrying out work or providing a service in connection with the Mortgage ourselves. These administrative costs will be based on our reasonable assessment of the cost of doing the work or providing the service in question.

4.1.5 We can change the amount of any Mortgage Charge we make under Condition 4.1.4 to reflect a change in the cost of doing the work or providing the service. We will notify you personally not less than 60 days before the change comes into effect. We will send you a copy of our leaflet the *One account* services and charges each year if there have been any changes to it.

4.1.6 We may change existing Banking Charges or introduce new Banking Charges by giving you not less than 60 days' notice before the change comes into effect.

4.1.7 If we give you notice of the introduction of a new Banking Charge or a change to an existing Banking Charge, then for a period of 60 days from the date of the notice or the effective date of change whichever is the later, you have the right to close your Account without having to pay the increased or the new charge. If you do not notify us that you object before the date on which they become effective you will be deemed to have accepted them.

4.1.8 You are responsible for any valuer's and your own legal fees.

4.1.9 There may be other costs (such as taxes) imposed by third parties on your Account. We may debit to your Account the amount (if any) of any tax, duty or other charge levied on your Account by any competent authority in connection with your Account and which we may pay to the authority on your behalf.

5 EARLY REPAYMENT AND ACCOUNT CLOSURE

5.1 Our right to require early repayment or closing of your Account

5.1.1 We may write to you (or your personal representatives) (i) to forbid any further withdrawals from the Account and / or (ii) to reduce your Facility (to a level which we reasonably believe is necessary for you to be able to reduce your borrowing, including interest and charges, to zero by the end of the Term) if :

- (a) you exceed the Facility without our prior agreement,
- (b) we become aware that your circumstances have changed or the Property has significantly reduced in value since the Facility was agreed and that it is reasonable to reduce the Facility to reflect that change;
- (c) if you have a joint Account and we are notified by one or both of you that there is a dispute between you;
- (d) bankruptcy proceedings are commenced against you (or with a joint Facility either of you) or you enter into any arrangement with your creditors.

5.1.2 We may write to you (or your personal representatives) to require immediate repayment of all or part of the borrowing on your Account, with interest and charges and forbid any further withdrawals from the Account, if:

- (a) you exceed the Facility without our prior agreement and the excess is not repaid within one month;
- (b) you are in breach of any obligation under the terms of the Offer, these Conditions and/or the Mortgage of the Property or any substitute Property and you have failed to remedy the breach within a reasonable time of our requesting that you do so;

(c) circumstances arise which adversely affect our rights under the Mortgage in a material way, including but not limited to:

- (i) the Mortgage Deed (or in Scotland the Standard Security) not being registered properly as a first ranking security in our favour and you have failed to help us in rectifying the position in accordance with our reasonable requests;
 - (ii) the Property being subject to a compulsory purchase order, land attachment or other diligence;
- (d) the Facility has been obtained by fraud or by providing us or our agents with false or misleading information;
- (e) you (or with a joint Account any of you) are adjudicated bankrupt or become insolvent;
- (f) any procedure is used against you (if the Property is in England or Wales) to forfeit or (if the Property is in Scotland) to irritate a lease under which you hold the Property;
- (g) the Property is destroyed, abandoned or materially damaged and we do not reach agreement with you as to its reinstatement, or if we reasonably believe the Property is likely to suffer imminent material damage;
- (h) you, or in the case of a joint Facility, any of you, die;
- (i) you sell the Property without immediately purchasing another which is acceptable to us as security and is mortgaged to us or we agree the continuation of the Account without a Facility; or
- (j) we have reasonable grounds for believing that the Account is being operated for illegal purposes.

5.2 Closure of Account where the Mortgage has been released and Facility removed

Where the Mortgage has been released and the Facility removed, the Account can be closed in the following ways:

5.2.1 Closure by us

5.2.1 We can close your Account immediately if:

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

5.2.2 We can also close your Account by giving you not less than 60 days' notice before we close your Account.

5.2.3 Closure by you

You can close your Account at any time without charge on written notice. We will forward any credit balance to you, once you have:

- (a) returned all (unused) cheques and cards (for security cut cards once through the magnetic strip and once through the chip);

- (b) 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
- (c) you inform all third parties with whom you have arranged Direct Debits and Standing Orders of the closure of your Account.

- (b) to reflect a change in any requirements or guidance from the Financial Services Authority or any other regulatory authority;
- (c) to enable us to make reasonable changes to the way we run your Account as a result of changes in technology, changes in banking or financial systems, or changes in the systems we use;
- (d) to provide for the improvement of any service or facilities we offer in connection with your Account or the introduction of any new service;
- (e) to make these Conditions clearer or fairer to you; and
- (f) where the change or changes would be to your advantage.

5.2.4 Conversion by us

You agree that we may convert it into 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 Account under Condition 5.2.3. 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.

- 9.1.2 We will notify you not less than 60 days before any change comes into effect. Each time we make a change we will supply you with either a summary of the changes or a copy of the new Conditions. If we give you notice of a change to these conditions or changes to the Mortgage or Banking charges in terms of Condition 4, then for a period of 60 days from the date of our notice, you have the right to switch or close your Account without any additional charges. If you do not switch or close your Account, you will be deemed to have accepted the changes.

6 THE PROPERTY

- 6.1 You must insure the Property comprehensively for its full replacement value and maintain that insurance. We may ask you to provide us with evidence of the insurance cover.
- 6.2 You must occupy the Property as your only or main residence, unless we agree otherwise.

10 OPERATION OF THE ACCOUNT

10.1 Instructions

- 10.1.1 We may act on your instructions, even if they result in your Facility limit being exceeded.
- 10.1.2 Your instructions can be in writing (which must include your signature(s)), by cash machine, by telephone, online or by any other means we tell you are available.
- 10.1.3 Where your instructions are not in writing, we are entitled to accept and act on them if they are confirmed by use of the security procedures we require.
- 10.1.4 Where you give us instructions by telephone or by accessing our online service, you should authenticate the transaction using the security procedures mentioned in Condition 17.4.
- 10.1.5 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.
- 10.1.6 We may refuse to act on any instructions if:
 - (a) we reasonably believe that you did not give us the instruction or it is prudent in the interests of crime prevention or compliance with sanctions or laws; 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

7 LIFE POLICY

- 7.1 Because your Facility is repayable on your death (or in the case of a joint Account, on the death of one of you) we strongly recommend that you (or in the case of a joint Account, both of you) take out and maintain life insurance for the amount of your Facility throughout the Term. For the insurance money to be available on your death to meet your debts, including repaying your One account, you should not deal with the policy(ies) in any way, e.g. disposal by gift or trust, assignment or charge to anyone else, that would mean the monies are not paid to your estate.

8 TRANSFER OF MORTGAGE BY US

- 8.1 We may give to anyone information about you or your Facility and the Property in connection with any proposed transfer of, or financial arrangement by reference to, the Facility. We may allow any person to take over our rights and duties under the Facility, the Mortgage and our Agreement with you. Reference to us in the Offer and these Conditions includes our successors.

- 8.2 You may not transfer the benefit of the Facility.

9 CHANGES TO THE AGREEMENT

9.1 Changes to the agreement

- 9.1.1 We may amend, replace and/or supplement the Offer or these Conditions for any of the following reasons:
 - (a) to reflect a change in the law or a decision of a Court or an ombudsman;

(such as a daily cash withdrawal limit from cash machines); or

- (f) the payment is not in Sterling unless we agree otherwise.

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 using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

10.1.7 All payment instructions will be transacted in Sterling unless we specifically agree otherwise.

10.1.8 In these Conditions we use the term "**business day**" to refer to any day from Monday to Friday (inclusive) which is not a bank holiday.

10.2 Joint Accounts

If you have a joint Account:

10.2.1 References to 'you' include both of you, together and separately and your liability will be joint and several.

10.2.2 We will (unless and until instructed otherwise under Condition 10.2.3) accept instructions from either of you. This means that either of you can draw up to the Facility limit and/or request an increase or decrease in the Facility at any time. Any increase or decrease in the Facility, which we agree, will take effect when we tell either of you that it is agreed.

10.2.3 Either of you may instruct us that we may only accept instructions from both of you acting together. If this happens:

- (a) we will only act on instructions if they are in writing and signed by both of you; and
- (b) you will be unable to use our telephone and online banking services.

10.2.4 You will each be responsible for the whole amount of any borrowing on your Account, both individually and jointly. This means that if one of you is unable to repay all or part of the money owing, the other Account holder can be required to pay up to the full amount owing, even if your relationship has changed or ended.

10.2.5 If one of you dies, the survivor of you will be entitled to any credit balance on your Account.

10.3 Protecting your Account

10.3.1 To protect your Account against misuse, you must:

- (a) keep your PIN and your other Security Details secret;
- (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;
- (c) take 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 Conditions 17.3 and 17.4 if you operate the Account by telephone or by accessing our online service; and

(f) take the steps described in Condition 18.2.

10.3.2 You will be responsible for all losses caused by:

- (a) any fraudulent activity on your part; and
- (b) any person acting with your authority.

10.3.3 Condition 11.3 sets out in greater detail your responsibility for losses caused by your failure to protect your Account.

10.3.4 Condition 17.3 and 17.4 sets out your responsibility for losses caused by your failure to follow the security procedures for operating your Account by telephone or our online service.

10.3.5 Condition 18.8 sets out your responsibilities for losses caused by the misuse of your debit card or charge card.

10.4 Payments into your Account

10.4.1 Each payment into your Account will repay/reduce the most recent debit(s) from the Account.

10.4.2 Cash and electronic funds

10.4.2 The following terms apply if cash is paid into your Account:

- (a) cash paid in over the counter at a Royal Bank of Scotland Branch, will be added to your Account and treated as cleared immediately;
- (b) cash paid into one of our quick deposit facilities before 3.30pm on a business day, will be added to your Account and treated as cleared on the same day. Otherwise it will be processed the next business day.
- (c) electronic transfers will be added to your Account and treated as cleared immediately upon receipt.

10.5 Cheques

10.5.1 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 over the counter at a Royal Bank of Scotland plc branch before 3.30pm on a business day, the money will be credited to your balance by the next business day. In any other case, the money will be applied 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 applied to your balance.
- (c) the money will be available for you to use no later than four business days after it is applied 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 applied 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.

- 10.5.2 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 Condition 10.5.1.
- 10.5.3 Foreign currency cheques or cheques which are not issued by or deposited with a UK bank have different cheque clearing procedures and longer time periods may apply than those stated in Condition 10.5.1.
- 10.5.4 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.

10.6 Refusal of payments into your Account

If we have a valid reason, we may refuse to accept a payment into your Account.

10.7 Payments out of your Account

10.7.1 Withdrawals and other transactions

- 10.7.1 You may carry out transactions on your Account and withdraw money at any time up to the amount of your Facility. For your protection, there is a daily limit on the amount of cash you can withdraw using your card at a cash machine.
- 10.7.2 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.

10.7.3 Cheques

10.7.3 When you pay a cheque out of your Account, we may decide not to pay it if:

- payment of the cheque would cause your Account to exceed your Facility limit; or
- where you have no Facility there is not enough money in your Account; or
- the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
- we have reasonable grounds to suspect fraudulent activity.

10.7.4 We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.

10.7.5 You should not issue future dated cheques. If you do and a cheque is presented for payment before the date specified, we may pay it without incurring any liability to you for paying it before the specified date.

10.8 Cancellation

10.8.1 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 us 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:

- cheque - cheque number and date, your Account number, amount and name of payee;
- Standing Order - name of recipient, amount and frequency;
- Direct Debit - name of recipient, amount and frequency;
- future dated payment - name of recipient, amount and due date for payment.

10.9 Timescales for making payments

10.9.1 Where you instruct us to make a payment:

- If we can make the payment using the Faster Payments Service, the payment will normally be credited to the payee's account immediately (but may sometimes take up to two hours), where the payment is within our defined limits and the receiving institution is a member of the Faster Payments Service. If we suspect fraudulent activity on your Account, we may take longer than two hours to credit the payee's account. Further information on the Faster Payments Service can be obtained by contacting telephone banking.
- If we cannot use the Faster Payments Service to make the payment, we will advise you of alternative methods of making the payment. In these circumstances, where the payment is to be made in the European Economic Area (EEA), payments will be credited to the payee's account as follows:
 - Payments in Sterling (to an account in the UK) or Euro (to an account in the EEA) will reach the institution holding the account by the end of the next business day following receipt of your instructions.
 - Paper-based instructions for payments in Sterling (to an account in the UK) or Euro (to an account in the EEA) will reach the institution holding the account by the end of the second business day following receipt of your instructions.
 - All other payments will reach the institution holding the account by the end of the fourth business day following receipt of your instructions.

Different timescales apply to payments outside the EEA.

10.9.2 With the exception of payments using the Faster Payments Service (where we can normally receive and process payment instructions almost immediately):

- instructions received on a non-business day are treated as received on the next business day;
- instructions received after 3.30pm are treated as received on the next business day unless

we tell you that the payment will be processed immediately; and

- (c) instructions for future dated payments are treated as received on the proposed payment date, or the next business day.

10.9.3 Where you require a currency conversion between Euro and Sterling, the payment will reach the institution holding the account by the end of the next business day following receipt of your instructions where:

- (a) the receiving account is held in the UK; or
- (b) in the case of a cross-border payment, the cross-border transfer takes place in Euro and in the EEA.

For other currency conversions, different timescales apply.

11 LIABILITY

11.1 Our liability in respect of payments from your Account

11.1.1 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.

11.1.2 We will not be liable to you for any loss suffered in respect of a payment that you have not authorised in accordance with Condition 10, 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 Condition 11.1.2 will not apply if we have failed to provide you with information about the payment in accordance with Condition 12.1.3.

11.1.3 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.

11.1.4 For Direct Debits in sterling, your refund rights under the UK Direct Debit Scheme will continue to apply. Please contact telephone banking for information on how to apply for a refund.

11.2 Refunds

11.2.1 Where we make a payment from your Account that you have not authorised in accordance with Condition 10 and where you have notified us in accordance with Condition 11.1.2, 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.

11.2.2 We will refund to you the full amount of any payment from your Account carried out by or through the payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:

- (a) your authorisation to debit your Account did not specify the exact amount of the payment;
- (b) the amount of the payment exceeded the amount that you could reasonably have expected, taking into account your previous spending pattern, these Conditions and the circumstances of the case (but not increases that arise as a result of exchange rate fluctuations); and
- (c) you request a refund within eight weeks of the funds being debited from your Account.

11.2.3 For the purposes of Condition 11.2.2:

- (a) you must provide us with such information as is reasonably necessary to check whether the conditions in Condition 11.2.2(a) and (b) have been satisfied; and
- (b) we will refund the full amount of the payment or give a reason for refusing the refund within ten business days of receiving your request for a refund, or, where applicable, within ten business days of receiving any further information required under (a) above.

11.2.4 For Direct Debits in sterling, Conditions 11.2.2 and 11.2.3 do not apply and your refund rights under the UK Direct Debit Scheme will continue to apply. Please contact telephone banking for information on how to apply for a refund.

11.2.5 You will not be entitled to a refund under Condition 11.2.2 where you have given your consent to the payment directly to us and either:

- (a) we (or, where applicable, the payee) have provided you with information about the payment at least four weeks before the due date of the payment; or
- (b) information about the payment was available at any Branch at least four weeks before the due date of the payment.

11.2.6 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 Conditions 10.9.1. 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.

11.3 Your liability in respect of payments made from your Account.

This condition sets out your liability to us in respect of payments out of your Account. For debit and charge cards please also see Condition 18.8.

11.3.1 Except where Condition 11.3.2 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.

- 11.3.2 The £50 limit in Condition 11.3.1 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 Condition 10.3.1); or
 - (c) losses arising from your Facility limit on your Account being exceeded which is 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.

- 11.3.3 Unless you have acted fraudulently, you will not be liable under Condition 11.3.1 or, where applicable, Condition 11.3.2, for any losses arising from the use of a card or Security Details:
- (a) after you have notified us in accordance with Condition 10.3.1(b); or
 - (b) where we have not, at any time, provided you with the appropriate means to notify us in accordance with Condition 10.3.1(b); or
 - (c) where the payment transaction is made over the telephone or internet (or for any other reason the user of the card or Security Details is not physically present to carry out the transaction); or
 - (d) before you have received the card or Security Details.

12 NOTICES AND STATEMENTS

- 12.1.1 We will send statements, notices or other correspondence to you at the Property or any other address you have given us notice of. Notices and correspondence from us will be effective two days after we have posted them or, if we send them by hand, when delivered.
- 12.1.2 We will send you monthly statements showing all amounts added to or taken from your Account since the previous statement. With a joint Account you agree that we need only send the statements to the first named holder of the Account.
- 12.1.3 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; and

- (f) 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 by calling our telephone banking service or at your request.

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

12.2 Other communications

- 12.2.1 When we communicate with you by telephone, we may record the call to ensure we provide a good service and that we follow your instructions correctly.
- 12.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- 12.2.3 If your name, address, telephone number or email address changes, you must notify us. If you are notifying us by telephone, we may ask you to confirm the change in writing.

13 BANKING CODE

The Banking Code is no longer in force.

14 COMPLAINTS

- 14.1 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 make a request by telephone. If we have been unable to resolve the matter to your satisfaction, it is possible for you to contact the Financial Services Ombudsman who may be able to investigate the matter for you. We will provide you with contact details on request.

15 THE ONE ACCOUNT LIMITED

- 15.1 You will deal with The *One account* Limited regarding your Account and you authorise us to reveal to them details of your Account and affairs. They have accepted the same duty of confidentiality regarding your affairs as we have as a bank.

16 YOUR INFORMATION

16.1 Who we are

- 16.1.1 Your Account is with The Royal Bank of Scotland plc and the *One account* Limited who will use your information to manage and administer your Account and are the data controllers. For the purposes of this Condition 16 only, references to **we** mean The Royal Bank of Scotland plc and/or the *One account* Limited. We are a member of The Royal Bank of Scotland Group ("the Group"). For information about our group of companies please visit www.rbs.com and click on "About Us", or for similar enquiries please telephone 0131 556 8555 or Minicom 0845 900 5960.

16.2 How we use your information and who we share it with

Your electronic information

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

- 16.2.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- 16.2.2 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; or
 - (e) develop and test products and services.
- 16.2.3 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) 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; or
 - (e) as set out in Condition 16.2.4.
- 16.2.4 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.
- 16.2.5 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.
- 16.2.6 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 90 days, you consent to that change.
- 16.2.7 If you would like a copy of the information we hold about you, please write to: The Compliance Officer, The Royal Bank of Scotland plc, Mortgage Centre, PO Box 123, Greenock PA15 1EF.

16.3 **⊖ Credit reference agencies**

- 16.3.1 A link between you and anyone with whom you have a joint account or similar financial association will be recorded at credit reference agencies, creating a "financial association". All parties' information will be taken into account in future applications until one of you successfully files a "notice of disassociation" at the credit reference agencies.
- 16.3.2 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.

16.4 **⊖ Fraud Prevention Agencies**

- 16.4.1 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.
- 16.4.2 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.
- 16.4.3 We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

16.5 **Agencies**

- 16.5.1 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 Documentation Advisory and Compliance Team, The Royal Bank of Scotland plc, Mortgage Centre, PO Box 123, Greenock PA15 1EF.
- The agencies may charge a fee.

Section B: Remote Banking Conditions

17.1 **Introduction**

- 17.1.1 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 online service.
- 17.1.2 The Conditions in this Section explain your rights and responsibilities and those of The Royal Bank of Scotland plc regarding the use of One account telephone and online banking services.

17.2 **Definitions**

- 17.2.1 In this Condition 17:
- "We", "Us", "Our" means The Royal Bank of Scotland plc.
- "You", "Your" means the customer who has accepted the Offer of Loan to open an Account. If you have a joint Account references to 'you' include both of you.
- "**Security Details**" means the identifying words, codes and numbers agreed between you and us that are used in the security procedure and
- "**Service**" means the *One account* telephone and online banking services when accessed using the telephone or internet.

17.3 **Authority**

- 17.3.1 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.
- 17.3.2 If you have a joint Account, we will act on the instructions of either of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your Account.

17.4 Security Procedure

- 17.4.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 17.4.2 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.
- 17.4.3 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.
- 17.4.4 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.
- 17.4.5 If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you may be liable for any unauthorised transactions on your Account confirmed by use of the Security Details (as set out in Condition 11.3).
- 17.4.6 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 online service.
- 17.4.7 Telephone calls may be recorded.

17.5 Transactions

- 17.5.1 Where you instruct us to make a payment through the Service, we will make the payment using the Faster Payments Service if possible. If we cannot use the Faster Payments Service, we will advise you of alternative methods of making the payment.
- 17.5.2 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

17.6 Charges

- 17.6.1 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.

17.7 Availability of the Service

- 17.7.1 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.

17.8 Variation/Termination of the Service

- 17.8.1 We reserve the right to change the Service from time to time and shall give you notice of any material changes in accordance with Condition 9.
- 17.8.2 We may, suspend, withdraw or restrict the use of the Service or any part of the Service where:
- we have reasonable grounds to suspect that your Security Details have not been kept safe; or
 - we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
 - 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
 - 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, we will tell you and give our reasons afterwards.
- 17.8.3 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

18.1 Introduction

- 18.1.1 This Section applies to the use of your debit and charge card in connection with the Account. You are the customer who has accepted an Offer to open an Account and we are The Royal Bank of Scotland plc. If you have a joint Account, references in these Conditions to 'you' include both of you, together and separately and you will each be issued with cards. References to Facility and Property are explained in the Offer and at the beginning of these Conditions. References to card mean either the debit or the charge card. References to PIN mean the personal identification number that will be issued to you for use with each card.
- 18.1.2 A debit card is a card which displays the 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.
- 18.1.3 A charge card is a card which displays the VISA logo which you can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your Account. This is referred to as a VISA card in section 12 of your Offer of Loan.

18.2 Important Notices

- 18.2.1 If either of your cards is lost or stolen, or you suspect that someone knows your PIN, you must phone us on 08453 01 01 01 (or +44 1603 220 500 from abroad) or Minicom 08453 03 50 50. If you are unable to communicate with us in any other way, you must

write to us immediately to the One account, The Service Administration Team, Amsterdam Place, Amsterdam Way, Norwich NR6 6JA.

- 18.2.2 You (and with a joint Account each of you) must:
- (a) sign each card when you receive it;
 - (b) keep your cards secure at all times and not allow any other person to use them;
 - (c) on receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip; and
 - (d) never write down your PIN in any way which could be understood by someone else.

Failure to follow the above procedures may affect your liability for unauthorised transactions, as set out in Condition 11.

18.3 Using your card

18.3.1 You may use each card along with the relevant PIN to obtain cash (up to the daily limit for that card, subject to remaining within your Facility limit) from any cash machine which we advise will accept your cards.

18.3.2 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.

18.3.3 You can use your debit card to make purchases from retailers or suppliers of services if the front of your card displays the Visa debit logo and the retailer or supplier of services displays the VISA or Visa debit logo.

If a retailer or supplier of services accepts payment by your debit card, the use of our card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.

18.3.4 You may use your charge card to make any purchases from retailers or suppliers of services who display the VISA logo or any other logo which we notify to you. In the case of the VISA card we will apply a periodical security limit and we may adjust the limit from time to time.

18.3.5 All payments made using your charge card (authorised whether by use of your signature or use of the card number in conjunction with the Security Details) notified to us in the previous seven days are to be settled in full every Wednesday and you authorise us to apply the amount to your Account. We may extend the period and/or change the relevant day and we will notify you if we do.

18.3.6 If by using either card you (or with a joint Account either of you) instruct us to increase the borrowing on your Account to more than the agreed Facility taking into account any other transactions we have authorised that we have not yet applied to the Account then we will treat the card transaction as an informal request to allow the agreed Facility to be exceeded and the provisions set out in Condition 2 will apply.

18.3.7 If you have a joint Account, although you will both have your own cards, you are each responsible for all transactions carried out using the cards and for repayment of any borrowing which arises on your Account.

18.3.8 Cash withdrawals using either card and payments made using your debit card (authorised whether by use of your signature or PIN in conjunction with the card or by your use of your card number) will be applied to your Account on the day the transaction is carried out or on the next business day.

18.3.9 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.

18.3.10 When there is a transaction in a foreign currency on your Account, we will convert it into Sterling at our then current exchange rate.

18.3.11 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 have authorised the transaction.

18.3.12 When we receive an acceptable refund voucher we will pay the amount of the refund to your Account.

18.3.13 You (and with a joint Account each of you) must not use your cards:

- (a) before or after the period it is valid for; or
- (b) after we tell you that we have suspended, cancelled or withdrawn the use of your cards under Condition 18.3.14;
- (c) after we have demanded that you return your card to us, or we (or someone acting for us) have kept the card under Condition 18.3.16;
- (d) if we receive notice of the loss, theft or possible misuse of your card under Condition 18.3.17;
- (e) if your right to use your card is ended under Condition 18.7;

18.3.14 We may suspend, withdraw or restrict the use of your cards 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) you have broken the terms of the Agreement you have with us; or
- (d) 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
- (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, we will notify you and give our reasons afterwards.

- 18.3.15 When we issue you with a replacement card, we may issue it under a different card 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.
- 18.3.16 Your cards remain our property. At any time when Condition 18.3.14 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:
- you must return your cards to us immediately (cut once through the magnetic strip and once through the chip); and
 - we, or anyone acting for us, may keep your cards at any time if you try to use it.
- 18.3.17 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).
- 18.3.18 We will not be liable if any party refuses to let you pay or withdraw cash using either of your cards.
- 18.3.19 By inserting your card in the card reader device provided and keying in your PIN, you may use your card to authenticate transactions for which you have given instructions in a Branch or at a retail outlet.
- 18.3.20 Details of card transactions will be shown on your monthly statement.
- 18.4 Authorisation**
- 18.4.1 A retailer or supplier of services may ask us for authorisation before accepting payment by a card. We may decline to give authorisation if:
- your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - you (and with a joint Account either of you) have broken any of these Conditions; or
 - taking account of all other transactions we have authorised, including those not yet charged to your Account, the use of that card will increase the borrowing to more than the Facility;
 - a charge card transaction causes the charge card security limit to be exceeded; or
 - we are unable to confirm your identity. To do this we may ask you to provide answers to certain security questions. These will not be your *One account* 'password' or 'passcode'.
- 18.4.2 Once you have carried out a transaction using your card you cannot stop that transaction. However, we will cancel a charge card transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.
- 18.5 Charges**
- 18.5.1 You will have to pay charges if you use your card in certain ways, as detailed in the *The One account Services and Charges leaflet*. Any charges are payable when they are incurred.
- 18.5.2 For information on how we can change these charges refer to Condition 4.1.6.
- 18.6 Passing information to third parties**
- 18.6.1 You authorise us to give any appropriate third party any relevant information:
- in connection with the loss, theft or possible misuse of your card or PIN; or
 - in order for us to meet our obligations as a member of the card scheme.
- 18.7 Ending the use of your cards**
- 18.7.1 If your use of your Account has been closed you will not be entitled to use your cards. In addition:
- you will not be entitled to use your cards if you receive an instruction from us not to make any further withdrawals on your Account,
 - unless we agree, you will not be entitled to use your debit card to guarantee payment of cheques if you receive an instruction from us not to use your card for that purpose.
- 18.7.2 You may end your use of either or both of your cards 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).
- 18.8 Your Liability**
- 18.8.1 (a) Unless we can show that you have acted fraudulently or without reasonable care, you will not be held responsible for the misuse of one of your cards:
- if your card is misused before it came into your possession;
 - if someone else misuses your card after you have told us that it is lost or stolen or that someone else knows your PIN;
 - if someone else uses your card or card details without your authority to make a payment where the cardholder does not need to be present, and you notify us without undue delay on becoming aware of the misuse; or
 - if someone else uses your card without your authority where we have not, at any time, provided you with the appropriate means to make notification under Condition 10.3.1(b).
- (b) In other circumstances and subject to Condition 11 you will be responsible for:
- all losses caused by the misuse of your card by someone who obtained it with your consent;
 - losses of up to £50 resulting from the creation or misuse of an overdrawn position on your account caused by the misuse of your card while it is out of your possession; and
 - 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.

Important Information about accounts in credit

RBS 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 £85,000 per person. Deposits in all currencies are treated the same.

Deposits with RBS, Direct Line, the One Account, Child & Co, Drummonds and Holt's are all covered by a single FSA authorisation. This means the total deposits with these firms will count towards the one compensation limit.

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

If you would like this information in Braille, large print or audio format, please contact us on 08453 01 01 01 (Minicom 08453 03 50 50).

the **one** account

The One account is a secured personal bank account with The Royal Bank of Scotland plc.

The One account Ltd is an appointed representative of The Royal Bank of Scotland plc which is authorised and regulated by the Financial Services Authority.

The One account Ltd. Registered office: Waterhouse Square, 138-142 Holborn, London EC1N 2TH.
Registered in England no. 3414708.

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