onecard
PLCs, Limited Companies and
Limited Liability Partnerships/
Charitable Incorporated
Organisations



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RBS onecard Terms

These Terms apply to one card cards issued by The Royal Bank of Scotland plc whose head office is at 36 St. Andrew Square, Edinburgh EH2 2YB. They form part of the agreement made between the Customer and the Bank which comprises the application form and any other document(s) which the Customer is required to execute for the provision of the Credit Card Facility and the Charge Card Facility, the Smart Data Online Services (defined below), these Terms and any changes or amendments to them as notified by the Bank to the Customer from time to time (the Agreement). The Customer can request a copy of this information at any time during the duration of the Agreement.

- ISSUE OF CARDS AND CHEQUES 1.
- 1.1 The Customer authorises the Bank to issue Cards and a personal identification number ("PIN") to Cardholders (the officer or employee of the Customer authorised to receive a Card on behalf of the Customer, as detailed in the application or otherwise notified to the Bank) and authorises each Cardholder to use the Card and authorise Card Transactions, either Cash Advances (cash withdrawals from cash machines or over the counter or the purchase of foreign currency or travellers' cheques and money transfers) and/or Purchases (the use of a Card or, where the Cheque Option has been selected, the use of a Cheque, to purchase goods or services whether in person, by mail order, over the telephone, over the Internet or such other means as is permitted from time to time) on the Customer's behalf. The Bank will issue cards bearing the names of the Customer and the Cardholder. A Cardholder may only use the card issued with his/her name.
- 1.2 Cards can be used for the purchase of goods and services where the logo shown on the card is displayed.
- 1.3 The Bank will open, in the name of the Customer:
- an Account for each card. 1.3.1
- a Business Account consolidating all the Accounts The maximum debit balance allowed on each Account is the Cardholder Credit 1.3.2
 - Limit. The maximum debit balance allowed on the Business Account is the Business Credit Limit as notified by the Bank from time to time.
- 1.5 The Customer will appoint:
- 1.5.1 an Authorised Signatory who can request changes to Customer or Cardholder details by fax or in writing which includes requests for new cards and for changes to the Business Credit Limit.
- 1.5.2 a Programme Co-ordinator who can make changes to Cardholder details, including cancelling Cardholders, and requesting changes to a Cardholder Credit Limit, by fax, phone or in writing.
- 1.6 The Customer can also instruct the Bank in accordance with the authority held by the Bank.
- The Bank is authorised to accept written or faxed instructions. Provided 1.7 the signature on the written instructions or fax appears to be that of an Authorised Signatory or consistent with the authority held by the Bank, the Bank may assume the accuracy of the instructions and comply with them. The Bank may contact the person giving the written or faxed instructions by telephone to confirm any instructions or information received. The Bank may also accept instructions over the telephone if agreed with the Customer. When accepting instructions over the telephone, the Bankwill ask the person on the telephone certain agreed security questions. Provided the person is able to provide the correct answers, the Bank may assume that person is an Authorised Signatory or other person entitled to provide instructions to the Bank, assume the accuracy of the instructions and comply with them.
- The Customer may request the Cheque Option being the opportunity to 1.8 request that one card Cheques are issued to it in addition to a Card to enable the Customer to make Purchases in circumstances where the Cards are not accepted as a method of payment. The Bank may agree to supply onecard Convenience Cheques/Cheques for use by a Cardholder where the Business has requested the Cheque Option. Each cheque will bear the names of the Customer and the Cardholder. Only the named Cardholder can use a cheque. Transactions will include Card Transactions and Purchases and other Transactions (whether such other Transactions are permitted in this Agreement or not) involving the use of Cheques.
- 1.9 The Bank may, on request, agree to a card being used to draw cash (which includes foreign currency and traveller's cheques) and make money transfers (Cash Advance)
- 1.10 The Bank may restrict the amount that may be withdrawn as Cash Advances to a percentage of the Credit Limit. If the Bank does this, it will inform the Customer of the Cash Advance Limit at that time. The Bank may also set a maximum amount which a Cardholder can withdraw as cash within any day or other period determined by the Bank and notified to the Customer. If the Bank does this, it may refuse any transactions which exceed that amount.
- Unless expressly stated, any products, additional features or benefits made 1.11 available to the Customer and/or Cardholder(s) do not form part of the Agreement and the Bank may withdraw them at any time.
- 1.12 Without prejudice to Condition 1.4, the maximum debit balance allowed on each Account is the Cardholder Credit Limit. The maximum debit balance allowed on the Business Account is the Business Credit Limit as notified by the Bank from time to time. Unless agreed otherwise, the Bank may allow the Cardholder Credit Limit to be exceeded as long as the Business Credit Limitis not exceeded.

- 1.13 The Bank shall be entitled to treat all instructions provided by Cardholders or persons notified to the Bank as authorised persons as being duly authorised by the Customer and the Customer agrees that it will unconditionally ratify the Bank's actions taken in accordance with any instructions and gives the Bank its irrevocable authority to debit its account(s) held at the Bank (if any) in accordance with any sums due under this Condition. The provisions of this Condition are in addition to and not in substitution for the provisions of the Customer's mandate to the Bank (if any) from time to time.
- USE OF CARDS AND CHEQUES 2.
 - **Authorising Card Transactions**
- 2.1 A Card Transaction will be regarded as authorised by the Customer where the Customer or a Cardholder:
- 2.1.1 authorises the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
- entering the PIN or providing any other security code;
- b) signing a sales voucher;
- providing the Card details and/or providing any other details requested; c)
- d) waving or swiping the card over a card reader. The authorisation of a Transaction can include authorising any single Transaction, a series of recurring transactions (including Transactions for an indefinite period), or pre-authorising a future transaction of a certain or uncertain amount.
- 2.1.2 inserts a Card and their PIN and makes a request for a Cash Advance at an ATM or at any bank counter;
- orally or in writing provides the Card details to the Bank or the Bank's 2.1.3 representative and requests a Balance Transfer (if applicable), Cash Advance or money transfer from the Account;
- presents (including by sending) a completed Cheque bearing the Card details 2.1.4
- in the event that a Card Transaction has not been authorised, the Customer 2.1.5 or Cardholder may authorise a transaction after it has been made by providing its consent to the transaction orally or in writing.
- Authorisation for a Card Transaction may not be withdrawn (or revoked) 2.2 by the Customer or the Cardholder after the time it is provided by the Cardholder. However, the following transactions may be withdrawn if the Customer or Cardholder gives notice to the supplier (providing a copy of any notice to the Bank):
- 2.2.1 any Transaction which is agreed to take place on a date later than the date it was authorised so long as notification was provided no later than close of business on the Business Day (a day, other than a Saturday or Sunday or a national holiday, when the Bank is ordinarily open for business in the city of London) before it was due to take place; or
- 2.2.2 recurring Transactions if they are to occur after the date of the withdrawal. 2.3 that transaction will
- If a Card Transaction is authorised by the Bank,

immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Account Limit. Funds to cover authorised transactions received by the Bank will be paid over to the merchant acquirer by the next business day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.

- 2.4 A Transaction (the payment order) will be received as follows:
- 2.4.1 for purchases and ATM Transactions, at the time the Bank receives the Transaction instruction from the merchant acquirer or ATM operator;
- for any Transactions communicated directly to the Bank (e.g. money transfers), at the time the Customer or a Cardholder asks the Bank to complete the Transaction. If a Transaction is received after 6pm, the Transaction instruction or request will be deemed to have been received by the Bank on the following business day. The receiving bank account is usually credited on the day that the Customer's account is debited (and in any event within 1 Business Day following receipt by the Bank of the payment instruction and may take an additional day if authorised using a paper based authorisation process). If it is not possible to send a payment by the Faster Payments Service, the Customer will be given the option to make payment via an alternative payment method if available (e.g. CHAPS). Any applicable charges will be notified to the Customer. Cardholder card usage
- 2.5 The Customer will ensure each Cardholder only uses Cards and Cheques for business purposes and:
- 2.5.1 complies with the Agreement and any security measures advised by the Bank;
- 2.5.2 does not exceed their relevant Cardholder Credit Limit;
- 2.5.3 does not exceed their Cash Advance Limit;
- 2.5.4 discloses the Card number to third parties only in order to carry out a Card Transaction or to notify the Bank of possible misuse of the Card of the Account;
- 2.5.5 signs any card issued immediately on receipt;
- 2.5.6 memorises any PIN issued by the Bank for use with a Card, destroys the notification slip immediately, never records the PIN in a way that might be recognised by someone else and does not disclose the PIN to any person; 2.5.7 takes reasonable care of the Card and Cheques.
- 2.5.8 does not write Cheques for cash;

- 2.5.9 does not use a Card or Cheque before or after the period for which it is stated to be valid, while they are suspended, after they have been cancelled or in breach of any restriction; and
- 2.5.10 does not use the Card to carry out any Card Transactions for illegal purposes Customer obligations in relation to cards
- 2.6 The Customer will:
- 2.6.1 meet all expenditure, charges and interest incurred through the use of all Cards and Cheques (unless a refund is lawfully due) including where a Card continues to be used by the Cardholder after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or a Cardholder uses the Card in breach of their obligations to the Customer;
- 2.6.2 notify the Bank immediately of any change to a Cardholder's or the Customer's details including if any Cardholder ceases to be authorised to use the Card or

Cheques or leaves the Customer's employment or any changes in the Customer's address. If the Customer notifies the Bank by telephone the Bank may call the Customer to confirm any notice in writing.

- 2.6.3 notify the Bank without undue delay and within a maximum of 13 months after the date the Transaction is debited to the Account where the Customer knows or suspects a Card or Cheque has been misused or where a payment has been wrongly executed;
- 2.6.4 return to the Bank or destroy Cards and Cheques, where a Cardholder is no longer permitted to use them;
- 2.6.5 notify all suppliers with a continuing payment authority that a Card has been cancelled; and
- 2.6.6 adhere to the terms of this Agreement and any variations, additions or amendments as notified to the Customer from time to time.
- 2.7 The Customer may be entitled to claim a refund in relation to Transactions where:
- 2.7.1 a Card transaction was not authorised under this Agreement;
- 2.7.2 the Bank is responsible for a Card Transaction which was incorrectly executed and the Customer or Cardholder notified the Bank in accordance with Condition 2.6.3;
- 2.7.3 a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction. A claim for a refund in these circumstances will not be accepted if:
- the amount of the Transaction was made available to the Customer or Cardholder at least 4 weeks before the Card Transaction date; or
- b) it is made more than 8 weeks after being debited to the Account.
- 2.8 The Bank may at any time (and in accordance with any such notice as may be required under this Agreement) and without affecting the Customer's obligations under this Agreement which shall remain in force:
- obligations under this Agreement which shall remain in force: suspend, restrict or terminate a Cardholder's use of a Card and Cheques

orrefuse to reissue, renew or replace a Card or Cheques and/or reduce any agreed Business Credit Limit or Cash Advance Limit fit reasonably considers it necessary for reasons relating to the following:

- a) the Bank is concerned about the security of the Account;
- b) the Bank suspects the Account is being used or might be used in breach of this Agreement or in an unauthorised or fraudulent manner;
- c) if there is a change in the Customer's financial circumstances giving the Bank reasonable grounds to believe there to be a significantly increased risk that the Customer may have difficulty paying the Bank, including:
 - the Customer or any Subsidiary proposes a voluntary arrangement with its creditors
 - there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer or any Subsidiary, in any jurisdiction, except as part of a reorganisation agreed by the Bank.
 - any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer or any Subsidiary.
 - there is an application or petition for an administration order, or notice
 is given to any person of intention to appoint an administrator, or an
 administrator or similar official is appointed, in relation to the Customer
 or any Subsidiary. Prior notice will be given to the Customer unless it is
 unable to do so or it would be illegal or would compromise security of
 the Account, in which case it will inform the Customer afterwards.
- $2.8.2 \qquad \text{refuse to authorise a Card Transaction for any of the following reasons:} \\$
- a) any of the reasons set out in 2.8.1
- b) if there is insufficient credit available on the Account to cover the amount of the transaction;
- c) in the event of systems or software failures or errors;
- d) the Bank considers the transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the Card;
- e) errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions;
- if the Customer has requested some form of restriction to be placed on a Card or on Transactions.

If the Bank refuses a Card Transaction, the Customer or Cardholder can obtain information about the refusal (unless it would be unlawful for the Bank to provide this information) and if possible, the Bank's reasons for refusing to authorise the Transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by telephoning the Bank on 03700101152 (Mon-Fri 8am-6pm; Sat 9am-1pm). Calls to telephone banking services may be recorded. Depending on the nature of the Transaction being made the Bank may also provide the information orally at the point of Transaction or online.

- 2.9 In Term 2.8, a Subsidiary is an entity controlled, directly or indirectly, by the Customer or by a Subsidiary of the Customer. Control means the ability to appoint or remove directors or exercise the majority of voting rights alone or with the agreement of others.
- 2.10 The Bank is not liable if any retailer, bank, cash terminal or other machine will not accept a Card or Cheque, nor will it be responsible in any way for the goods, services or information supplied to the customer or the cardholder.
- 2.11 The Bank may disclose information to a third party where it is necessary to carry out Card Transactions or to comply with its obligations as a card scheme member.
- 3. LOST AND STOLEN CARDS AND CHEQUES AND UNAUTHORISED OR INCORRECTLY EXECUTED PAYMENTS
- 3.1 The Customer must notify the Bank without undue delay on 03706000459 (24 hours calls may be recorded), Minicom users dial 03701541192, if the Customer knows or suspects that a:
- 3.1.1 Card or Cheque is lost or stolen;
- 3.1.2 PIN or password is known to an unauthorised person;
- 3.1.3 reported card or cheque has been found. A card or cheque which is later found must be destroyed.
- 3.2 Provided the Customer has properly notified the Bank, unless the Customer or a Cardholder acts fraudulently or with gross negligence, the Customer's maximum liability will be £25 for losses arising from fraudulent use of the Card before notification that it has been lost or stolen. The Customer is not liable for a fraudulent transaction where the Card is used on the Internet, by telephone or mail order.
- 3.3 The Customer will (and will ensure that Cardholders) assist the Bank to recover cards or cheques and investigate any loss, theft or the disclosure of a PIN or password.
- 3.4 The Bank may disclose information to third parties in relation to lost or stolen Cards and Cheques.
- 3.5 If a Transaction was not authorised or was incorrectly executed the Customer must notify the Bank without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) on 0370 6000 459 (24 hours service).
- 3.6 Where a Transaction was not authorised by the Customer, the Customer is entitled to an immediate refund of the amount and interest or charges that would not have been payable but for the transaction.
- 3.7 Where a transaction is incorrectly executed, the Bank is liable:
- 3.7.1 for any Transactions initiated by the Bank unless the person to whom funds were sent is proved to have made the error;
- 3.7.2 for purchases and Cash Advances, if it can be proved that the Bank received the payment order.
- 3.8 Where the Cheque Option is selected:
- 3.8.1 if any Cheque is lost or stolen or if the Customer or any drawer is aware of any misuses of Cheques or reasonably believes Cheques may be misused, the Customer of the drawer must telephone the Bank immediately on 0370 6000 459 (24 hours). Minicom users please call 0370 154 1192. Written confirmation must also be sent within 7 days to The Royal Bank of Scotland plc, Commercial Card Division, Cards Customer Services, PO Box 5747, Southend-on-Sea, SS1 9AJ.
- 3.8.2 the Customer may become liable for the value of any Cheques drawn subsequent to the notification above if the Bank does not receive a written confirmation of such notification in Condition 3.8.1 above.
- 3.9 Where two or more Cards are issued, the Customer will automatically be covered by a contract of insurance in such form and upon such terms as shall be determined by the Bank from time to time, for the purpose of insuring against losses arising from the unauthorised use of Cards by Cardholders ("the Corporate Liability Waiver"). A sample of the current policy is available from the Bank on request.
- 3.10 The Customer will be liable for any sums incurred in respect of unauthorised use of Cards in accordance with conditions 3.1 to 3.6 above, to the extent not provided for in the Corporate Liability Waiver.
- 4. TRANSACTIONS AND STATEMENTS
- 4.1 Card transactions will be debited to the relevant Account and will be shown on a monthly Statement together with any interest and charges. Each Account Statement will be sent to the Customer where Central Billing is selected or the Cardholder where Individual Billing is selected. No Statements will be issued if there is a nil balance and there have been no entries since the last Statement.
- 4.2 The Statement will show:
- 4.2.1 information relating to each card transaction which will enable it to be identified:
- 4.2.2 the amount of the card transaction shown in the currency in which the transaction was paid or debited to the account;
- 4.2.3 the amount of charges for the transaction and the interest payable;
- 4.2.4 any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;

- 4.2.5 the date the transaction is authorised and posted on to the Account.
- 4.2.6 Statements will be provided either by post or by electronic means. A charge will be made for supplying additional or duplicate copies of statements. The amount of the applicable charge is stated in the onecard tariff.

5.

- 5.1 The Payment Due Date is the Statement date plus any Grace Period selected by the Customer.
- 5.2
- The Customer will select one of the following: Credit Card Facility (Central Billing only). The Customer must pay the Minimum Payment shown on the Account Statement by the Payment Due 5.2.1 Date. The Minimum Payment will be either:
 - The greater of £100 or 30% of the full amount outstanding
 - The full amount, where the sum outstanding is less than £100; or
 - (iii) The full outstanding balance in circumstances set out in Terms 2.8.1 (b) or (c)
 - · Payment must be made by the date shown on your statement and any overdue amounts, which will be included in the total amount you are required to pay, are payable immediately.
 - You can pay the whole or part of your balance at any time using the payment methods described on your statement.
 - · When we ask, you must immediately pay us any amount you owe over your Credit Limit.
 - · Any sums due and payable under (iii) above will be claimed as part of the monthly direct debit payment if the Customer pays by direct debit. If the Customer does not pay by direct debit then the Customer will be responsible for making such payment immediately using their usual payment method.

Any payment the Bank receives (or part of it) will be treated as paying off:

- any arrears made up of the Minimum Payment;
- · any Minimum Payment; and
- · any sums due in respect of over limit amounts.
- 5.2.2 Charge Card Facility (Central or Individual Billing).
- For Central Billing, the Customer must pay the amount shown on the 5.2.2.1 Account Statement by the Payment Due Date.
- 5.2.2.2 For Individual Billing, if when the Customer opened its Business Account the Bank activated an option which sent statements to Cardholders in respect of Transactions incurred on each Account and enabled payment to be made by Cardholders to the Bank, the following provisions will apply:
 - the Bank will send a statement each month to each Cardholder showing Transactions and interest and/or charges incurred on each Account and where references are made to the Statement in this Agreement, they shall include a reference to each Cardholder Statement. The Customer shall ensure that the Cardholder examines each Cardholder Statement and reports any queries to the Customer or to the Bank in accordance with Condition 4.1;
 - The Customer must make payment as set out in Condition 5.3 below, but it is acknowledged that the Bank may receive payment from Cardholders in relation to amounts shown on Cardholder Statements. Accordingly, for the purposes of determining whether payments have been made and if interest and/or charges are payable, the Bank will treat the amounts due on Cardholder Statements as equivalent to demands for payment;
 - Payments received from Cardholders will be applied to Transactions or items applied to each Account in the order set out in Condition 5.6 below;
 - the charges and/or interest set out in the Agreement will be calculated in respect of Transactions or items applied to each Account. Any such interest and/or charges will be applied to each Account (rather than to the Business Account).
- 5.3 The Customer can make the payment either by presenting to its bank a request for payment by Direct Debit and irrevocably authorising its bank to pay all such requests upon presentation, or by sending a Cheque and completed giro slip to the Bank or by presenting the same at a branch of the Bank or any other clearing bank in the United Kingdom or by other payment methods that are agreed.
- The full outstanding balance may be demanded and become immediately 5.4 payable in circumstances set out in Condition 2.8.1(b) or (c).
- 5.5 A payment due on a non-Business Day, will be payable on the next Business Day.
- Payments received by the Bank are applied to Transactions or items applied 5.6 to the Business Account in the following order:
- (a) towards interest, fees and charges shown on the Statement before those not shown as follows:
 - to interest charges;
 - to Annual Card Fees:
 - to Administration Fees or other fees which may be applied to the Business Account because the Business is in breach of the Agreement, and
 - to other fees and charges;
- towards repayment of all Cash Advances and Cheques shown on any Statement;
- towards repayment of all Purchases shown on any Statement;
- towards repayment of all Cash Advances and Cheques made but not yet (d) shown on any Statement; and
- towards repayment of all Purchases made but not yet shown on any Statement.
- The Bank may set off any amount due to the Bank under the Agreement against any amount owing by the Bank to the Customer. The Bank may exercise this right, without prior notice both before and after demand, and to do so, may convert to one currency, any amount which is in a different currency.

- 5.8 Any tax, duty or other charge imposed on the Business Account and paid by the Bank, will be debited to the Business Account.
- 6. FEES AND INTEREST
- 6.1 The Customer will pay the Bank's fees and interest as set out in the one card Tariffand as advised to the Customer.
- 6.2 The Customer will pay interest:
- 6.2.1 for the Charge Card Facility, where the amount shown on a Statement is not paid in full by the Payment Due Date, plus an Administration Fee. Interest is calculated on the average daily balance for the period to which the Statement relates.
- 6.2.2 for the Credit Card Facility, where the full amount outstanding as shown on a Statement is not paid by the Payment Due Date, plus an Administration Fee where the Minimum Payment shown on a Statement is not paid by the Payment Due Date. Interest is calculated on the average daily balance for the period to which the Statement relates.
- 6.3 Card Transactions will be carried out in Sterling. Foreign card transactions (including purchases of foreign currency and travellers' cheques) will be converted into Sterling using the MasterCard Payment Scheme Exchange Rate as applicable at the date of the debit. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by MasterCard after that date. To see the up-to-date rates used please visitmastercard.com/global. A Non-Sterling Transaction Fee of 2.95% of the transaction value will be added. Where the transaction is a non Sterling Cash Advance you will also be charged the Cash Fee as set out in the one card Tariff.

SMART DATA ONLINE

7.1 Introduction

The Bank has entered into an agreement with MasterCard International Corporation, the payment scheme network (and, where relevant, any other companies which are part of MasterCard's group of companies) (MasterCard) to enable the Bank to provide the electronic information management system (as amended from time to time) as further described in the documentation, guides and materials supplied by the Bank from time to time (Documentation), which is made available by the Bank to the Bank's customers (Smart Data Online System).

- The Smart Data Online Services 7.2
- Subject to the Customer complying with its obligations under this Agreement (a) and the instructions and procedures set out in the Documentation, the Bank will use reasonable efforts to provide the electronic management information and related services via (or initiated via) the Smart Data Online System from time to time, as further described in the Documentation (Smart Data Online Services) available to the Customer in accordance with and subject to the terms and conditions set out in this Term 7.
- The Customer shall be responsible for controlling access to and use of the (b) Smart Data Online System and shall ensure that only properly authorised employees or agents (including any Cardholders) of the Customer whom from time to time the Customer appoints to use the Smart Data Online System and/or the Smart Data Online Services (Smart Data Users) are permitted to use it. The Customer shall take all necessary steps to ensure that all Smart Data Users keep any passwords, authorisations and security information required to access the Smart Data Online System confidential and secure from unauthorised use.
 The Customer shall ensure the Smart Data Users only use the Smart Data
- (c) Online System and Smart Data Online Services in accordance with the terms of this Agreement and the Documentation.
- 7.3 Cardholder Maintenance Requests
- The Bank may treat all apparently valid advice, request, instruction or (a) communication which is received by the Bank through the Smart Data Online System or otherwise relating to the Smart Data Online System or the Smart Data Online Services (Cardholder Maintenance Request) received as instructions properly authorised by a Smart Data User, even if a Cardholder Maintenance Request was in fact not so authorised, or was made fraudulently, or conflicts with any other instructions or mandates given by the Customer. The Bank shall be under no obligation to check the authenticity of Cardholder Maintenance Requests or the authority of the Smart Data User or Smart Data Users giving them.
- The Customer must ensure all Cardholder Maintenance Requests (1) are (b) appropriately and fully authorised by the Customer, (2) are accurate and complete, (3) will achieve the Customer's intended purpose and (4) are transmitted correctly to and received by the Smart Data Online System (as set out in the Documentation).
- Without prejudice to Term 7.3(b), (1) the Bank will use reasonable efforts to despatch a message acknowledging receipt of a Cardholder Maintenance (c) Request within a reasonable period of receipt by the Bank of a Cardholder Maintenance Request and (2) the Customer must notify the Bank if it does not receive an acknowledgement in relation to any Cardholder Maintenance Request transmitted by the Customer or if the Customer receives an unexpected acknowledgement. The Customer is responsible for checking the Smart Data Online System to monitor the status of Cardholder Maintenance Requests.
- The Bank will use reasonable efforts to process any Cardholder Maintenance (d) Requests it receives in accordance with its normal processing timescales, save that the Bank may delay such processing where it reasonably believes:
 - the Cardholder Maintenance Request has not been properly authorised by the Customer; or
 - any other breach of security has occurred in relation to the Cardholder Maintenance Request or the Smart Data Online System, and in that event, the Bank will use reasonable efforts to inform the Customer as

soon as is reasonably possible.

- (e) In the event that the Customer requests the Bank to cancel or modify any Cardholder Maintenance Request for whatever reason, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank is not liable for any failure to cancel or modify the Cardholder Maintenance Request if processing has already commenced, or if the Bank is otherwise unable reasonably to comply with the Customer's request.
- 7.4 Securit
- (a) The Customer shall, and shall procure that the Smart Data Users shall, comply with any reasonable instructions the Bank may issue regarding the security of the Smart Data Online System or the Smart Data Online Services from time to time. The Customer shall set-up, maintain and regularly review security arrangements concerning the Smart Data Users' access to and use of the Smart Data Online System and the Smart Data Online Services and information stored on the Customer's computing and communications systems to prevent unauthorised access or use.
- (b) The Customer must notify the Bank as soon as reasonably possible upon becoming aware of (1) any actual or attempted unauthorised access to or use of the Smart Data Online System or the Smart Data Online Services, (2) any unauthorised Cardholder Maintenance Request, or (3) any potential attack on or prejudice to the Smart Data Online System, including (without limitation) risk of transmission of any virus or denial of service attack.
- (c) The Customer must ensure that neither the Customer nor its Smart Data Users do anything during or after the Termof this Agreement which may result in the security of the Smart Data Online System, the Smart Data Online Services or the systems or security of any other Bank customers, being compromised.
- 7.5 Data Protection
- (a) The Customer shall comply at all times with the Data Protection Act 1998.
- (b) The Customer shall ensure that any personal data that it shares with the Bank in relation to Cardholders, Smart Data Users or any other employees or agents of the Customer, can be lawfully processed by the Bank and MasterCard in the manner anticipated in this Agreement.
- (c) The Customer shall to the extent necessary for the purposes of this Term 7.5(c) ensure that all Cardholders are made aware of the existence and nature of the Smart Data Online System and the Smart Data Online Service and shall ensure that the Cardholders (and where relevant the Smart Data Users) have consented to their personal data being processed by the Bank in the UK and by MasterCard in the USA in the manner anticipated in this Agreement.

 7.6 Proprietary Rights
- (a) MasterCard owns and shall retain all right, title, and interest in and to the Smart Data Online Systemand any related programming language or code, including all Smart Data Online System and any related programming language or code, including all copyright, patents, trade secrets, trade marks, design, know-how and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (Intellectual Property Rights) therein. Nothing in this Agreement shall convey to the Customer, Smart Data Users or Cardholders or any otherthird party any right, title or interest in or to the Smart Data Online System or any related programming language or code, including all Intellectual Property Rights therein, other than as set out in this Agreement. MasterCard has granted the Customer a non-exclusive, personal, non-transferable, limited licence to use the Smart Data Online System, and all necessary Intellectual Property Rights to access the Smart Data Online System and to use the Smart Data Online Services, as contemplated under, and in accordance with, this Agreement.
- (b) The Customer agrees, and shall procure that the Smart Data Users agree, not to reverse engineer, redesign, adapt or use the Smart Data Online System or the Documentation or access the Smart Data Online System to develop any software or other material based thereon.
- 7.7 Additional Obligations
 - The Customer shall:
- (a) make available to the Bank, MasterCard and its permitted subcontractors, free of charge, such facilities and systems as they may reasonably require from time to time to provide to the Customer the Smart Data Online System and the Smart Data Online Services, subject to them complying with all of the Customer's reasonable security procedures concerning access to its facilities; and
- (b) provide as soon as reasonably practicable such information that the Bank may reasonably require for the purposes of performing its obligations under this Agreement.
- 7.8 Warranties
- (a) The Bank will make reasonable efforts to procure that the Smart Data Online System performs substantially as described in the Documentation. However, if any defect, error or disruption is caused by the improper or unauthorised actions or negligence of Customer, its Smart Data Users or Cardholders, the Customer shall be responsible for any costs or expenses
- incurred or suffered by the Bank to remedy such defect, error or disruption.

 The Bank will make reasonable efforts to ensure that any information or data supplied to the Customer through the Smart Data Online System accurately reflects the information received from a third party. As such information is collected from various sources (including third parties), the Bankdoes not warrant that the information is accurate, sufficient or error-free, nor that the information on the Bank's system is current and up-to-date at the time it is accessed.
- (c) The warranties set out in Clauses 7.8(a) and 7.8(b) are the only warranties made by the Bank in respect of the Smart Data Online System or the Smart Data Online Services. All warranties or terms that might be implied by statute or otherwise (including those as to satisfactory quality, merchantability or fitness for any particular purpose of the Smart Data Online System or the Smart Data Online Services) are hereby excluded.

- (d) The Customer is only permitted to use the information and material obtained from the Smart Data Online System and/or the Smart Data Online Services for lawful reasonable business purposes. The Customer shall ensure that it complies with all laws and regulations relating to the use of the Smart Data Online System and the Smart Data Online Services.
- 7.9 Suspension

From time to time the Bank may suspend or, in the case of (1) below, terminate the Smart Data Online System or the Smart Data Online Services (1) where MasterCard suspend or terminate the Smart Data Online System or the Smart Data Online Services for any reason (2) for reasonable maintenance purposes, (3) where the Bank suspects a breach of security might have occurred in relation to the Smart Data Online System, the Smart Data Online Services or the Customer or (4) for any other reason where the Bank reasonably considers it necessary to do so. The Bank will use reasonable efforts to provide the Customer with reasonable notice prior to the suspension or termination.

8. TERMINATION

- 8.1 The Agreement or the use of Smart Data Online System will continue indefinitely unless terminated. The Bank may terminate the Agreement for any reason, including for convenience or for any legal or regulatory reasons, by giving the Customer at least 2 months' notice. The Customer may terminate the Agreement by giving the Bank at least 1 month's notice.
- 8.2 The Bank will be entitled, in its absolute discretion, to terminate this Agreement with immediate effect if:
- the Customer is in breach of any of the terms of this Agreement including for any breach of conditions 2.5, 2.6 or 3.8;
- (b) any event referred to in Condition 2.8 occurs;
- (c) any other event or series of events whether related or not (including without limitation any material adverse change in the Customer's assets or financial condition) occurs which, in the opinion of the Bank, may affect the ability or willingness of the Customer to comply with all or any of its obligations or meet all or any of its liabilities under the Agreement;
- 8.3 In the event of such a decision to terminate as is referred to in Condition 8.2 above, the Bank shall serve written notice on the Customer formally demanding immediate payment of the outstanding balance on each Account.
- 8.4 The Bank provides the Smart Data Online System and the Smart Data Online Services to the Customer under licence from Master Card. In the event that the agreement between Master Card and the Bank granting such licence is terminated for any reason then the Customer's right and licence to use the Smart Data Online System and the Smart Data Online Services shall automatically terminate with immediate effect (although the Bank shall promptly notify the Customer of such termination) and the Smart Data Online System and the Smart Data Online Services shall be suspended immediately in accordance with Term 7.9.

CONSEQUENCES OF TERMINATION

- 9.1 On termination of the Agreement:
- 9.1.1 any balance, interest and outstanding charges on each Account will be immediately payable. Where Annual Card Fees have been applied to the Account or Business Account within the year prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to you under the terms of this Agreement which terms will continue in effect notwithstanding the termination.
- 9.1.2 all cards and cheques will be cancelled.
- 9.1.3 the Customer remains liable for all transactions authorised prior to the date of termination or the result of continued use of the card. The Customer must also pay any interest and fees which are applied to the Business Account after the date of termination.
- 9.2 Termination of the Agreement will not affect:
- 9.2.1 the rights of either party accrued to the date of termination;
- 9.2.2 any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement; or
- 9.2.3 any term of this Agreement which is intended to apply after termination.
- 10. EXCLUSIONS AND LIMITATION OF LIABILITY
- 10.1 The Bank is not liable for loss arising from:
- 10.1.1 any cause which results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary; or
- 10.1.2 the Bank's compliance with legal or regulatory requirements; or
- 10.1.3 loss or corruption of data unless caused by the Bank's negligence or wilful default;
- 10.1.4 delay or failure to carry out a Cardholder Maintenance Request;
- 10.2 The Bank is not liable for:
- 10.2.1 any use of Smart Data Online System by an unauthorised person resulting from an act or omission by the Customer.
- 10.2.2 business interruption, loss of revenue, goodwill, opportunity or anticipated savings.
- 10.2.3 any indirect or consequential loss.
- 10.3 Except as set out in the Agreement, the parties have not relied on and do not have any rights against each other in relation to any oral or written representation, warranty or collateral contract made before the date of the Agreement in relation to onecard and Smart Data Online System.

- 10.4 Nothing in the Agreement excludes liability for fraudulent misrepresentation, death or personal injury.
- The Bank's liability to the Customer relating to, under and/or arising out of or in connection with the Smart Data Online System shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same 10.5 cause in any calendar year, not exceed the aggregate of the annual card fees paid by the Customer in the 12 month period immediately preceding the claim (or the first claim in a series of connected claims).

11. FINANCIAL INFORMATION

The Customer will promptly provide any information regarding the Customer's financial condition and business as the Bank reasonably requests, including audited financial statements.

TRANSFERS 12.

- The Bank may allow any person to take over any of its rights and duties 12.1 under the Agreement without the consent of the Customer. The Customer authorises the Bank to give that person or its agent any financial or other information about the Customer. References to the Bank in the Agreement include its successors.
- 12.2 The Customer may not transfer the benefit of the Agreement.

13. NON-WAIVER

If the Bank waives any of its rights under the Agreement, it does not mean the Bank will waive that right in future.

SEVERABILITY 14

If any of the Terms is held to be unlawful or unenforceable, it will be severed from the remaining Terms which will continue in full effect.

15. **CHANGES**

- The Bank may unilaterally change any of these Terms or the one card Tariff 15.1 terms by notifying the Customer at least 2 months before the change is due to take effect. The change will automatically take effect and the Customer will be deemed to have accepted the notified change unless the Customer notifies the Bank that it does not agree to the change. In that event, the Bank will treat that notice as notification that the Customer wishes to immediately terminate the Agreement.
- The Bank may make immediate changes to the payment scheme's exchange 15.2 rate (as applicable) immediately. The Bank may also make changes to interest rates which are more favourable to customers immediately and without any notification. The Bank can change the Business Credit Limit and the Cardholder Credit Limit at any time.

16.

- All notices and other communications must be in writing in English unless 16.1 expressly permitted to be oral under this Agreement.
- The Bank may deliver a notice or communication to the Customer at the contact details last known to the Bank, the Customer's registered office or 16.2 electronically where the parties agree.
- A notice or communication by the Bank will be effective at the time of personal 16.3 delivery or when an electronic message is sent; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00pmon a Business Day, or otherwise on the next Business Day.
- 16.4 Unless the Bank agrees otherwise, a notice from the Customer to the Bank must be in writing addressed to The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, P.O. Box 5747, Southend-on-Sea SS19AJ and will be effective on receipt.

17. LAW, JURISDICTION AND CUSTOMER'S ELIGIBILITY

- These onecard Terms and the Agreement are concluded in English and shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement. Notwithstanding the above, if the address given for the Customer in the Application Form is situated in Scotland then the Agreement shall be governed and construed in accordance with Scots law and the Bank and the Customer both agree to submit to the nonexclusive jurisdiction of the
- For the benefit of the Bank, the Customer irrevocably submits to the jurisdiction 17.2 of the relevant courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with the Agreement in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.
- 17.3 The Bank will issue Cards to Customers with a registered business address in the United Kingdom, Channel Islands, Isle of Man or Gibraltar. If the Customer is an individual, business or organisation, the Customer should be registered for tax purposes in one of those jurisdictions.

USE OF PERSONAL INFORMATION AND REGULATORY DETAILS

YOUR INFORMATION

18 Who we are

We are a member of The Royal Bank of Scotland Group ("RBS"). For more information about other RBS companies please visit rbs.com and click on 'About Us', or contact your branch or Relationship Manager.

The information we hold about you 19.

Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:

- information you give to us;
- information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- information that we learn about you through our relationship with you
- and the way you operate your accounts and/or services; and information that we gather from the technology which you use to access our services (for example location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

20. Accessing your information

- 20.1 If you would like a copy of the information we hold about you, please write to: The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. A fee of £10 is payable.
- 20.2 If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your information which are not answered here, please contact us on 0370 010 1152.

21. Changes to the way we use your information

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 and will allow a period of 60 days for you to raise any objections before the change is made. However, please note that in some cases, if you do not agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

- How we use and share your information with other RBS companies We may use and share your information with other RBS companies. This 22. information is used by us and them to:
 - assess and process applications, provide you with products and services and manage our (or their) relationship with you,
 - understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
 - carry out financial (including credit) and insurance risk assessments and forriskreporting and risk management;
 - develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
 - assess the quality of our service to customers and to provide staff training;
 - improve the relevance of offers of products and services by RBS companies to our customers:
 - recover debt;
 - confirm your identity; and
 - prevent and detect crime, including fraud and money laundering.

Sharing with third parties 23.

- 23.1 We will not share your information with anyone outside RBS except:
 - where we have your permission;
 - where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
 - to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - to debt collection agencies;
 - to credit reference and fraud prevention agencies;
 - to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - (g) $where \, required \, for a \, sale, reorganisation, transfer or other \, transaction$ relating to our business;
 - in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 23.2 We will not share your information with third parties for marketing purposes.

24. Transferring information overseas

We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

25. Marketing information

If you have permitted us to do so, then we will send you relevant marketing information (including details of other products or services provided by us or other RBS companies which we believe may be of interest to you), by mail, phone, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or you no longer wish to receive this information, you can tell us at any time by contacting us on 0370 010 1152.

- 26. Communications about your account
- 26.1 We will contact you with information relevant to the operation and maintenance of your account by a variety of means including via online banking, mobile banking, email, text message, post and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes.
- 26.2 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in 22 above.
- 27. Credit reference and fraud prevention agencies
- 27.1 We may access and use information from credit reference agencies when you open your account and periodically to:
 - (a) manage and take decisions about your accounts;
 - (b) prevent fraud and money laundering;
 - (c) check your identity; and
 - (d) trace debtors and recover debts.
- 27.2 We may share information with credit reference agencies about how you manage your account including your account balance, credit limit and any arrears or default in making payments. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.
- 27.3 If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed to fraud prevention agencies.

 Law enforcement agencies may access and use this information.
- 27.4 We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
 - (a) applications and managing creditor other facilities and recovering debt;
 - (b) insurance proposals and claims; or
 - (c) details of job applicants and employees.

We and other organisations may access and use this information from other countries.

27.5 If you would like a copy of your information held by the credit reference and fraud prevention agencies we use, please call 0370 010 1152 where you can obtain their contact details. The agencies may charge a fee. 28. How long we keep your information

We will keep your information for as long as it is required by us or other RBS companies (even if you close your account) in order to comply with legal and regulatory requirements, or for other operational reasons, such as dealing with any queries relating to your account.

29. Security

We are committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we are taking to protect your information please visit www.rbs.co.uk/global/security.ashx

- 30. REGULATORY INFORMATION
- 30.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our Firm Reference Number is 114774
- 30.2 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or from your Relationship Manager.
- 30.3 We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint. The Ombudsman will review complaints made by consumers, micro-enterprises, small charities and small trusts. A micro-enterprise means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, a small charity is one with an annual income of less than £1 million and a small trust is one with a net asset value of under £1 million at the time of the complaint.
- 30.4 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch or your Relationship Manager. Alternatively, you can write to Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E149GE or telephone 0300 123 9123.

onecard Tariff

Interest rates - Fee Structure

Card Type	Credit Standard	Credit Gold	Charge Standard	Charge Gold
Monthly Interest	1.042%	1.042%	1.6%	1.6%
Annual Interest	12.5%	12.5%	19.2%	19.2%

Grace Period – Monthly fees

		Grace Period				
Card Type	Billing Type	7 days	14 days	21 days	25 days	28 days
Charge Card	Centrally Billed	free	0.45%*	0.55%*	0.60%*	0.70%*
	Individually Billed	N/A	free	0.55%*	0.60%*	0.70%*
Credit Card	Centrally Billed	free	free	N/A	N/A	N/A

^{*}Grace Period fee is calculated monthly as this percentage of the statement balance

Annual Card Fees

Standard Card Fee £45
Gold Card Fee £75

Cash Advances

Cash Fee 2.95% of the transaction amount (minimum £2.95). The fee will be

applied on the date the transaction is debited to the Account

Cheques

Handling fee 2% (minimum £2.50) of the value of each cheque processed

Unpaid cheques £25 fee for each cheque returned

Stopped cheques £25 fee for each request to stop a cheque

Foreign Card Transactions

A Non-Sterling Transaction Fee of 2.95% of the transaction value

Payment overdue

Administration fee £12

Ancillary services

Duplicate statements per sheet £1 (max £40)

Emergency card replacement overseas £75

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit RBS **one**card will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request RBS **one**card to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by RBS one card or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 If you receive a refund you are not entitled to, you must pay it back when RBS one card asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

onecard your insurance policies

This leaflet clearly explains the details of the Insurance Policies. Please read it so that you know what is covered and keep it in a safe place.

Please note:

- The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
- 2. For our onecard programmes we offer insurance products from ACE European Group Limited and certain underwriters at Lloyd's of London.
- You will not receive advice or recommendations from us in respect of any of the insurances detailed in this booklet. You will need to make your own choice on how to proceed.
- You will not have to pay a fee for our services in respect of any of the insurances detailed in this booklet.
- 5. The Royal Bank of Scotland plc, 36 St. Andrew Square, Edinburgh EH22YB is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 114724 Our permitted business includes arranging and advising on non-investment insurance. You can check this on the Financial Services Register by visiting the FCA's website fca.org.uk/register or by contacting the FCA on 0800 111 6768.
- If you wish to register a complaint, please contact us: In writing: The Royal Bank of Scotland plc, Commercial Cards, PO Box 5747, Southend-on-Sea, Essex SS1 9AJ. By phone: 0370 01 01 152. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
- Weare covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

You are entitled, at any time, to request information regarding any commission which the Bank may have received in respect of these insurance products that are relevant to your account by calling 0370 01 01 152 (Minicom 0370 154 1192).

Calls may be recorded. Call charges from residential lines, business lines and mobiles vary and depend on your telephone operator's tariffs.

TRAVEL INSURANCE

(RBS onecard Gold only)

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Insurance coverage as described in the certificate of insurance.

Statement of Price

RBS onecard Gold Travel Insurance is provided with your onecard Gold at no extra cost.

Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The Insured Person must be resident in the United Kingdom, Ireland, Channel Islands, Isle of Man, Gibraltar or the European Union at the commencement date and throughout the duration of the policy.

YOUR POLICY SUMMARY

For full details of cover, please refer to the Policy Document. Here is a summary of the Travel Insurance covers and Assistance Services provided free of charge for you, and up to three business colleagues or business associates who are travelling with you, when the fares and travel costs relating to a Journey* are charged to your RBS one card Gold account. Cover, which is provided by ACE, ** remains in force as long as the Card account is maintained, you remain an employee of your company and ACE remains the Insurer. As this insurance may continue for more than a year you should review it periodically to ensure that cover remains adequate. If, for any reason, you wish to cancel your cover you may contact ACE and cover shall cease from the day ACE receives such notice. ACE may cancel your insurance by sending 30 days notice to your last known address.

*Journey – a) involving travel outside the United Kingdom (or the Insured Person's normal country of residence if different) b) within the United Kingdom (or the Insured Person's normal country of residence if different) for which at least one night's accommodation has been booked in advance – commencing from the time of departure from home or place of business, until return thereto, subject to a maximum duration of 90 consecutive days for any one trip.

**ACE means ACE European Group Limited.

SECTION 1 - MEDICAL

If you are injured or become ill, including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), during a Journey outside the United Kingdom (or the Insured Person's normal country of residence if different) you are covered against the costs of hospitalisation, treatment, repatriation and additional accommodation or transport. You also have Emergency Repatriation cover, provided by ACE Assistance.

Level of Cover

- Medical Expenses up to £2,000,000 for any one trip.
- Up to £10,000 in respect of additional travel and accommodation expenses.
- Up to £750 hospital benefit, at a rate of £25 per day, if you are an in-patient at a hospital overseas during your trip.

SECTION 2 PERSONAL BELONGINGS

If your personal belongings are lost, stolen or temporarily delayed for more than one hour, ACE will pay for the purchase of essential items of replacement clothing or toilet requisites, not exceeding $\pounds50$ for each hour delayed and a maximum of $\pounds550$.

Note that you must take reasonable precautions for the safety of any personal belonging. Personal Belongings left unattended, out of your sight or in a position where you cannot prevent interference with them (e.g. if you go for a swim, or a drink or other reason) are not covered by this insurance. Do not leave personal belongings unattended unless locked away.

Level of Cover

- Loss ordamage up to £1,200 per person up to £400 any single article
 – up to £750 in total for all valuables.
- Up to £550 for delayed property at a rate of £50 for each hours delay.

SECTION 3 - MONEY

Your personal money is covered if it is lost or damaged during a Journey.

Level of Cover

Up to £500 per person.

SECTION 4 – CANCELLATION CURTAILMENT AND ALTERATION TO ITINERARY If you have to cancel, curtail or change itinerary of your Journey for the following reasons: Death, injury or illness including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), of you or any member of your party or of any close relative or close business colleague of you or any member of your party – Hi-jack of you or any member of your party – you or any member of your party being required for jury or witness service in a court of law – the cancellation or curtailment of your scheduled public transport services consequent upon strike, riot or civil commotion – your home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage, ACE will reimburse you.

Level of Cover

• Up to £3,000 per person.

SECTION 5 - REPLACEMENT

If you are injured or become ill, including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), during a Journey and, in the opinion of a Qualified Medical Practitioner it is unlikely that you will be able to continue your the trip for a period of five days or more ACE will pay the additional transportation costs to send another employee to complete your trip.

Level of Cover

keyfacts

• Up to £1,000 for any one Journey.

SECTION 6 - PERSONAL INJURY

If you suffer accidental death, Loss of Limb, Loss of Sightor Permanent Total Disablement during a Journey ACE will pay the benefit shown below. This is increased if the accident occurs whilst you are travelling on licensed public transport or in a hired car.

Level of Cover

- During a Journey £25,000.
- Travelling on licensed public transport or in a hired car £250,000.

SECTION 7 - PERSONAL LIABILITY

This covers your legal liability for accidental injury to any person or accidental damage to their property.

Level of Cover

• Up to £1,000,000 per person.

SECTION 8 - OVERSEAS LEGAL EXPENSES

If a third party causes you bodily injury or illness during a Journey ACE will pay to cover Legal Expenses you reasonably incur in pursuing a claim against them.

Level of Cover

• Up to £25,000 per person.

SECTION 9 - HI-JACk

If your aircraft or other conveyance is hijacked, ACE will pay for each day that you are forcibly detained.

Level of Cover

Up to £700 at a rate of £25 for each day.

SECTION 10 - TRAVEL DELAY

If the departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) is delayed for at least 4 hours due to strike, industrial action, adverse weather conditions or breakdown or structural defect, ACE will pay for each hour's delay after the first 4 hours.

Level of Cover

Up to a maximum of £300 at a rate of £25 for each hour's delay after 4 hours.

SECTION 11 - ACE ASSISTANCE

ACE Assistance is operated from a single dedicated telephone helpline in the UK which is staffed by multi-lingual coordinators and is open 24 hours every day of the year. The dedicated ACE ASSISTANCE telephone number is: +44 20 8763 4850 (for calls made from outside the United Kingdom); or

020 8763 4850 (for calls made from within the United Kingdom).

The services provided are as follows:

Pre-Travel Advice

ACE Assistance will advise you on the following issues prior to departure for a trip abroad:

- visa and entry permits;
- inoculations and vaccinations and advice on current World Health Organisation warnings;
- climate;
- local languages;
- time differences;
- main banking opening hours;
- motoring restrictions, regulations, Green Cards and other insurance issues.

Travel Assistance During a Journey

During a Journey ACE Assistance will provide the following services when an emergency occurs. Note: you will be responsible for paying all fees and charges resulting from the provision, by ACE Assistance, of any advice or assistance. Any money advanced, or costs incurred, by ACE Assistance must be reimbursed by you.

- loan of, and transfer to your location of, up to £250 in the event of the ft or loss of money and/or credit cards;
- transmission of urgent messages in the event of medical or travel problems; advice on: tracing lost luggage; replacing lost or stolen tickets and travel documents; cancelling and replacing lost or stolen credit cards; arrangements for an approved tradesman to effect repairs if your home
- suffers damage;
 - translation facilities:
- help with getting legal advice and arrangement of payment of reasonable emergency legal expenses or bail against your guarantee of repayment;
- essential medication replacement, medical advice over the telephone from the UK or help with locating local doctors, hospitals, clinics, and dentists when consultation or treatment is required;
- arrangement of repatriation.

General: (See Policy Document General Exclusions on page 9 for the full wordings)

- claims arising out of any trip in, to or through Cuba;
- injury, loss or expense due to alcohol or drugs, suicide, selfinjury;
- illegal act;
- flying other than as a passenger, parachuting, sky-diving and bungee-jumping, but shall not include parascending, racing, motor rallies, professional sports, mountaineering, winter sports;
- being in the armed forces or Reserve Forces; war

SECTION 1 - MEDICAL

(See Policy Document Medical Section Specific Exclusions for the full wordings)

- any Journey undertaken against a Qualified Medical Practitioner' advice;
- expenses recoverable from any other insurance policy or national insurance programme;
- expenses incurred more than twelve months after incurring of the first expense;
- any trip undertaken for the purpose of obtaining medical treatment;
- dental or optical expenses except those to relieve pain and discomfort;
- the first £50 of each claim other than In-patient Benefit;
- Human Immunodeficiency Virus.

SECTION 2 - PERSONAL BELONGINGS

(See Policy Document Personal Belongings Section Exclusions for the full wordings)

- the first £50 of each claim;
- vehicles or their accessories;
- moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
- inherent mechanical or electrical failure, breakdown or derangement;
- cleaning, restoring, repairing or alteration of sight in a locked compartment; items left in a motor vehicle unless the total value of a pair or set; more than a reasonable proportion
- loss not reported to the police and/or appropriate puthorities within Reports tained; loss or delay not immediately reported
- confiscation;
- household furniture, appliances or equipment;
- business equipment;
- vehicles or their accessories;

SECTION 3 - MONEY

(See Policy Document Money Section Exclusions for the full wordings)

the first £50 of each claim;

confiscation or detention by customs.

loss not reported to the police and/or appropriate authorities within 24 hours;

delay not immediately reported and a Property Irregularity Report obtained;

- loss due to confiscation or detention by customs or any other authority;
- devaluation or shortages due to errors or omission; more than £500 in respect of coins and/or bank notes;
- promotional vouchers or awards;
- money left overnight in or on any vehicle, unless in a locked garage, or in any vehicle which is left unlocked or unattended, at any other time.

SECTION 4 - CANCELLATION, CURTAILMENT AND ALTERATION TO ITINERARY (See Policy Document Cancellation, Curtailment and Alteration to Itinerary Exclusions for the full wordings)

- any Journey undertaken against a Qualified Medical Practitioner's advice;
- any Journey undertaken for the purpose of obtaining medical treatment;
- the use of promotional vouchers or awards;
- any expense incurred for food, drink, telephone and internet usage charges which would have been incurred regardless of a covered rearrangement in itinerary.

SECTION 5 - REPLACEMENT

(See Policy Document Replacement Section Exclusions for the full wordings)

- any trip undertaken against a Qualified Medical Practitioner's advice;
- the use of promotional vouchers or awards.

SECTION 6 - PERSONAL INJURY

- sickness or disease not directly resulting from Bodily Injury;
- disabilities arising from Repetitive Stress (Strain) Injury or Syndrome or any
- gradually operating cause; Post Traumatic Stress Disorder or any psychological or psychiatric condition pre-existing physical defect or infirmity.

SECTION 7 - PERSONAL LIABILITY (See Policy Document Replacement Section Exclusions for the full wordings)

- injury to a member of the family;
- loss of or damage to your property;
- injury or damage caused by your motor vehicles or firearms: injury caused by any wilful or malicious act or relating to employment, trade,

business or profession;

- punitive or exemplary damages;
- error or omission;
- fines or liquidated damages.

SECTION 8 - OVERSEAS LEGAL EXPENSES

(See Policy Document Overseas Legal Expenses Section for full wordings)

- any claim reported to ACE more than 24 months after the incident which led to
- any claim where the prospects for success of a reasonable settlement are insufficient or the costs of obtaining a reasonable settlement would be disproportionate to the value of the claim;
- Legal Expenses incurred without receiving ACE's permission, in connection with your criminal or wilful act, in the defence against legal proceedings made against you, for a claim against a tour operator, travel agent, carrier or insurer where an Arbitration Scheme or Complaint Procedure exists;

 ACE or their agents or your employer, in pursuing any claim against the
- manufacturer, distributor or supplier of any drug, medication or medicine, after you have refused a reasonable offer to settle; fines, penalties compensation or damages imposed by a court or other authority
- $actions \, between \, you \, and \, those \, travelling \, with \, you \, or \, pursued \, to \, obtain \, satisfaction$
- of a judgement or legally binding decision; Legal Expenses chargeable by the Legal Representatives under contingency fee
- arrangements; Legal Expenses which ACE considers unreasonable.

SECTION 9 - HI-JACk

(See Policy Document Hi-jack Section Exclusions for the full wordings)

you or your family or business connections having engaged in activities that could be expected to increase the risk of Hi-Jack.

SECTION 10 - TRAVEL DELAY

(See Policy Document Travel Delay Section Exclusions for the full wordings) of the first four hours delay;

- failure to check-in before the scheduled departure time: failure to provide written details from the carrier of the length and reason for the delay;
- withdrawal of service on the instructions of a Government or Authority;
- strike or industrial action where there was a reasonable expectation at the time of booking.

Claims

E-mail:

If a claim needs to be made, the ACE Claims Service Team, need to be notified within 60 days of the occurrence, or as soon as possible after that. We will then ask for a claim form to be filled in to register the claim.

Our contact details are:

Postal Address: PO Box 4511, Dunstable LU6 9AQ Telephone: 0845 841 0059 (Within Uk only) +44 (0)141 285 2999 International: +44 (0)141 285 2901 Facsimile:

ah.ukclaims@acegroup.com **Complaints Procedures**

In the event of a complaint relating to the sale of your policy please contact the following:

a) Complaints Officer

The Royal Bank of Scotland plc, Commercial Cards Division,

Cards Customer Services, PO Box 5747,

Southend-on-Sea SS1 9AJ. Telephone: 0370 010 1152

In the event you have a complaint in relation to how your claim was handled please contact the following:

The Customer Relations Department, ACE European Group Limited,

PO Box 4510, Dunstable LU6 9QA. Telephone: 08450450087 (Within UKonly) E-mail: customerrelations@acegroup.com

The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with ACE or RBS's final response. Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE

Telephone: +44 (0) 800 023 4567 (free from most landlines, charges may apply from a mobile phone)

+44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 $\,$ numbers on a mobile phone)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact the Competitions and Markets Authority or the Citizens Advice Bureau

Financial Services Compensation Scheme

In the unlikely event of ACE being unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Telephone: 0800 678 1100 or 0207 741 4100. Fax: 0207 741 4101.

E-mail: enquiries@fscs.org.uk

TRAVEL ACCIDENT INSURANCE (RBS onecard Standard only)

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Insurance coverage as described in the certificate of insurance.

Statement of Price

RBS onecard Standard Travel Accident Insurance is provided with your onecard Standard at no extra cost.

Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The Insured Person must be resident in the United Kingdom, Ireland, Channel $Is lands, Is le of Man, Gibraltar \, or \, the \, European \, Union \, at \, the \, commencement \, date$ and throughout the duration of the policy.

keyfacts

YOUR POLICY SUMMARY

This summary does not contain the full Terms and Conditions of cover. These are set out in the Policy Document. Travel Accident Insurance is underwritten by ACE European Group Limited.

Significant Features and Benefits

AČE will pay up to a maximum benefit of £25,000 for Accidental death; Loss of Limb; Loss of Sight; or Permanent Total Disablement (all as defined in the Travel Accident Policy Document for you) and up to three business colleagues or business associates who are travelling with you on a Journey*. when the fares and travel costs relating to a Journey* are charged to your RBS onecard. This benefit is increased to £100,000 whilst travelling on licensed public transport or in a hired car.

*Journey – business travel a) outside the United Kingdom (or the Insured Person's normal country of residence if different), b) within the United Kingdom (or the Insured Person's normal country of residence if different), for which at least one night's accommodation has been booked in advance - commencing from the time of departure from home or place of business, until return thereto, subject to a maximum duration of 90 consecutive days for any one trip.

Cover begins as soon as, the Employing Company's application for the onecard has been accepted by RBS. Cover continues automatically as long as:

the Employing Company maintains the onecard account;

- the one card cardholder remains an employee of the Company; and
- the insurance continues to be placed with ACE.

Any dates used in this Policy refer to Local Standard Time at the address of the Insured Person. As this insurance may continue for more than a year the Cardholder should review it periodically to ensure that cover remains adequate.

Main Exclusions

See General Exclusions in the Policy Document on page 23 for the full list of exclusions:

- claims arising out of any trip in, to or through Cuba;
- being under the influence of intoxicating liquor or drugs;
- sickness or disease not directly resulting from Bodily Injury;
- repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
- Post Traumatic Stress Disorder or any psychological or psychiatric condition; any pre-existing physical defect or infirmity;
- intentional self-injury or suicide;
- engaging in any form of Aerial Pursuits or aviation as a pilot or crew member;
- active service in the armed forces;
- War.

Cancellation

The Employing Company may cancel this insurance at any time by contacting ACE's Customer Service Team on 0800 169 2431.

If a claim needs to be made, Claims Service Team, ACE Service Centre need to be notified within 60 days of the Accident, or as soon as possible after that. We will then ask for a claim form to be filled in to register the claim. Our contact details are:

Postal Address: PO Box 4511, Dunstable LU6 9AQ 0845 841 0059 (Within Uk only) Telephone:

International: +44 (0)141 285 2999 Facsimile: +44 (0)141 285 2901

ah.ukclaims@acegroup.com E-mail:

Law and Language

All claims and matters arising out of this cover will be governed by the law of England and Wales. English courts will deal with any disputes. All communications will be in English unless otherwise stated.

Complaints

In the event of a complaint relating to the sale of your policy please contact the following:
a) Complaints Officer

The Royal Bank of Scotland plc, Commercial Cards Division,

Cards Customer Services, PO Box 5747,

Southend-on-Sea SS1 9AJ. Telephone: 0370 010 1152

In the event you have a complaint in relation to how your claim was handled please contact the following:

The Customer Relations Department,

ACE European Group Limited.

PO Box 4510, Dunstable LU6 9QA.

Telephone: 0845 045 0087 (Within UK only)

E-mail: customerrelations@acegroup.com

The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with ACE or RBS's final response. Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE

Telephone: +44 (0) 800 023 4567 (free from most landlines, charges may apply from à mobile phone)

+44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact the Competitions and Markets Authority or the Citizens Advice Bureau.

Financial Services Compensation Scheme

ACE is a member of the Financial Services Compensation Scheme (FSCS), which is an independent body that has been set up as a final safety net for customers. In the unlikely event that ACE is no longer able meet its liabilities you may be entitled to compensation under the scheme. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Telephone: 0800 678 1100 or 020 7741 4100. Fax: 020 7741 4101. E-mail: enquiries@fscs.org.uk

RBS onecard (MASTERCARD) CORPORATE LIABILITY

WAIVER INSURANCE

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Corporate Liability Waiver coverage as described in the Policy.

Statement of Price

RBS one card Corporate Liability Waiver Insurance is provided with your one card at no extra cost.

keyfacts

YOUR POLICY SUMMARY

This document provides a summary only of the benefits and limitations of the RBS one card Liability Waiver Insurance provided to companies that have established a Commercial Card account with RBS. It has been prepared in accordance with format requirements prescribed by the Financial Conduct Authority. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document (s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover. In the event of a cardholding employee of your company misusing their RBS one card, the insurance automatically protects The Royal Bank of Scotland plc and you by way ofliability waiver, against losses up to £1,500,000 per company and £50,000 per cardholder during the period of insurance. There is a smaller limit of £600 for misuse involving cash. The period of waiver is 75 days prior to the discovery date of the loss by your company and 14 days after this date. The cover is provided by certain underwriters at Lloyd's of London, and covers [The Royal Bank of Scotland plc] and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to The Royal Bank of Scotland plc in 90 days. Should a cancellation notice be issued to The Royal Bank of Scotland plc, they are obliged to notify you immediately. The underwriters will not be liable for loss of interest or consequential loss of any kind, and cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Telephone: 0370 154 1234. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's). Their address is Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail:complaints@llovds.com. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

onecard Application and Agreement Form

Customer Guidance

This Guidance will help you to complete your application for the RBS **one**card, if you need any help filling out the form or have a question, please ask your Relationship Manager.

This Guidance relates to the **one**card Application and Agreement Form for:

- PLCs
- Limited Companies
- Limited Liability Partnerships
- Charitable Incorporated Organisations
- Any other incorporated business
- Partnerships of four or more partners.

If your business is a Sole Trader, Small Partnership (of three partners or less), or any other unincorporated business, then please ask your Relationship Manager for the appropriate **one**card application form.

Your registered business address must be in the United Kingdom, Channel Islands, Isle of Man or Gibraltar or you should be registered for tax purposes in one of those jurisdictions.

You must hold an RBS business current account.

The form is divided into 4 main sections

- 1 Business details
- 2 Your **one**card programme
- 3 Cardholder details
- 4 Your agreement

Please complete the form using BLOCK CAPITALS and in black ink. Mark request boxes with a cross where applicable.

Once completed please check and sign the form in section 4 and return it to your Relationship Manager, along with any other forms you have downloaded and completed as part of your application.

All the other forms referred to in this Guidance can be downloaded as PDFs from rbs.co.uk and select Business > Commercial Cards > **one**card programme, or you can request these from your Relationship Manager.

Please retain this Guidance for your reference.

1. Business Details (p1)

Section 1.1 – Programme Co-ordinator

Much of our day to day contact with you will be through your Programme Co-ordinator. This person will have responsibility for the operation of **one**card within your business, from changing cardholder limits to being sent statements when centrally billed.

You may nominate an additional Programme Co-ordinator if required.

Your Programme Co-ordinator will be your Smart Data OnLine (SDOL) Company Administrator. Your **one**card welcome pack will contain enrolment details for SDOL.

2. Your **one**card programme (p3)

Business credit limit

Please indicate the monthly business credit limit required, this should cover your total expected card spend in a typical month.

Your business credit limit, if agreed, will normally be higher than your expected monthly expenditure to allow for the payment grace period.

Section 2.1 – Billing options

You may choose to settle the monthly statement in one amount directly from your business. This is known as **Central Billing (option A)**. Your statement will be sent to your Programme Co-ordinator. Or if you prefer, we can arrange for your cardholders to settle their own statements directly. This is known as **Individual Billing (option B)**. The statements will be sent to your cardholders.

Select either option A or B, but not both.

Section 2.1 - Card type

Charge Card

This is available with either central or individual billing.

Select this option if you intend to pay the **full amount** shown on your statement.

Then select your **payment due date**. Extended payment periods are subject to additional fees set out in the Terms.

If you select to settle by Direct Debit, the amount claimed will be the full amount shown on your statement.

Credit Card

This is only available with central billing.

You must always repay the minimum amount due and shown on the statement. This will be 30% of the outstanding balance or £100 whichever is greater. Any amounts owed over your Business Credit Limit will also be collected by Direct Debit from your business account if this is your chosen payment method — see clause 5.2.1 in the onecard Terms for full details.

You may of course pay more than the minimum amount.

If you elect to settle your statement by Direct Debit the amount claimed will be the minimum amount due.

Charge and Credit – please note that if you do not pay the full statement balance, you will be charged interest on the amount outstanding (see Terms for interest rates applicable).

Section 2.2 – Payment method (central billing)

Direct Debit is the most convenient method of settling your account. If you require central billing and have an RBS business current account, simply complete and sign the Direct Debit instruction here.

If you wish to settle your statement by another payment method (e.g. Online/telephone banking, CHAPS, Cheque, or Bank Giro Credit), please cross the box on the form to indicate this.

If you have selected individual billing, the payment method for each cardholder will be requested on the Cardholder Form or Cardholder Schedule. Cardholders wishing to pay their statement by Direct Debit will need to download and complete a Direct Debit mandate.

Section 2.3 - Cards OnLine

This online statement and information service is provided free with your **one**card. It gives you and your cardholders secure, real time access to card statements, recent cardholder transactions, current balances and available credit.

To enrol for this service simply place a cross in the box on the form.

If you have selected Cards OnLine (COL) then you will no longer be sent paper statements in the post, but will receive an e-mail when they are available online. If you wish to continue to receive paper statements please indicate on the application form.

You will receive an e-mail with your COL user name and temporary password. To complete the registration process, visit rbs.co.uk/cardsonline and click on the COL logon link. You will then be taken to the COL logon page. In the section headed "Already Enrolled?" enter your user name and follow the on screen instructions.

3. Cardholder Details (p5)

Please provide details of your cardholders in this section and the card options that will apply to them.

If you are requesting more than four cards, or have selected individual billing (in section 2.1), please download and complete the Cardholder Schedule. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager with your application form.

Merchant category blocking – you may wish to control the type of spending that your cardholders can undertake. If you do, please download and complete a Diversion Billing and Individual Blocking Form 3 for each cardholder.

Monthly cardholder credit limit – this is the amount each cardholder can spend up to each month.

Card options:

Card type – choose between Standard or Gold. (See Terms for card fees applicable)

For details of the Gold card please visit rbs.co.uk and select Business > Commercial Cards > **one**card programme

Cash withdrawal facility – Select whether each cardholder can use their card to withdraw cash. (Please refer to terms for details of charges.)

Single transaction limit – Choose whether you require a single transaction limit for each cardholder. Where you do, please also provide us with the limit.

Convenience cheques – we can provide convenience cheques to your cardholders for those rare occasions when the merchant or service provider they are dealing with does not accept card payments. With convenience cheques, the payee name and transaction details are listed on your monthly statements. Select this option if you wish a cardholder to have a convenience cheque book. Convenience cheques do not provide the same level of protection as card purchases. (Please refer to terms for details of charges.)



Application and Agreement Form 1 PLCs, Limited Companies, Limited Liability Partnerships, Charitable Incorporated Organisations, any other incorporated business and Partnerships of 4 or more partners

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS AND BLACK INK

Important

The **one**card terms and conditions, Direct Debit guarantee and insurance policy summaries are provided in this application pack. This information is important - you should read it carefully before proceeding with the completion of the application form and print or save a copy for your own records.

Who should complete this form?

- PLCs
- **Limited Companies**
- Limited Liability Partnerships
- Charitable Incorporated Organisations
- Any other incorporated business
- Partnerships of four or more partners

If your business is a Sole Trader, Small Partnership (of three partners or less), or any other unincorporated business, then please ask your Relationship Manager for the appropriate **one**card application form.

Your registered business address must be in the United Kingdom, Channel Islands, Isle of Man or Gibraltar or you should be registered for tax purposes in one of those jurisdictions.

You must hold an RBS business current account.

Your organisation must have an annual turnover of £2M or above. For organisations with turnover of less than £2M we offer a Business Credit Card – please ask your Relationship Manager for details.

Please refer to the one card Application Guidance Notes as you complete this form.

How we will use your information

Before continuing with this application, please read the information below which explains how we will use your personal and financial information during this application. For full details about how we will use the information we hold about you and your transactions as our customer, please see our Terms.

Who we are

The organisation responsible for processing your information is The Royal Bank of Scotland plc, a member of The Royal Bank of Scotland Group ("RBS").

1. Business details	
Organisation name in full	
Business address for all correspondence and card delivery	
Address line 2	
Address line 3	
Address line 4	
Postcode	
Business contact number (including STD)	Registered company number

1.1 Contact details for your Programme Co-ordinator(s)

Please complete in BLOCK CAPITALS

Programme Co-ordinators may only make administrative changes for cardholders, including changes to cardholder limits. This may be done in writing, by fax or by phone.

Primary Programme Co-ordinator			
Title Mr 🗵	Mrs Miss Ms Other Other		
If 'Other	, please specify		
First name	Middle name(s)		
Surname			
Date of birth	(must be completed)		
Security password	(must be completed)		
Preferred daytime contact number	(the password must be 6-8 alpha and numeric characters)		
Faxnumber			
E-mail address			
Additional Programm	ne Co-ordinator (optional)		
Title Mr	Mrs Miss Other Other		
If 'Other	, please specify		
First name	Middle name(s)		
Surname			
Date of birth	(must be completed)		
Security password	(must be completed) (the password must be 6-8 alpha and numeric characters)		
Preferred daytime contact number			
Faxnumber			
E-mail address			

	or change the billing options, from the Authorised ho sign Section 4 of this Agreement, in accordance	
Authorised Signatory Name (title, first name and surname)		
Authorised Signatory Name (title, first name and surname)	<u>:</u>	
2. Your one card progra	ımme	
In total, how many card	ls do you require?	
What organisation nam to appear on the card(s	•	
Please note the length of	of the name is limited to 21 characters (includin	g spaces) to ensure it fits on the card
Your business credit linexpected monthly expe What is your preferred (Please select a date from	total expected card spend in a typical month. nit, if agreed, will normally be higher than your enditure to allow for the payment grace perior d statement date? om 3rd to 28th of the month)	d. £
2.1 Card type and billi	ng options (complete either billing option A	A or B – but not both)
Billing option A	Card type - select either the Charge Card or Credit Card option (but not both)	Payment due date
Central billing Central billing is where monthly card expenditure is billed directly to the business.	Charge Card The business will be billed each month for the full amount due on the statement.	Please mark the number of days after your statement when you wish to make payment. (Mark one box only.) 7 days 14 days*
		21 days*

25 days*

28 days*
*fees apply

(Do not complete this section if you have ticked the Charge Card option above)

The business will be billed each month for the **minimum amount** due on the statement. Your payment due date will be 14 days after your statement.

The bank will only accept requests to make changes to this agreement, Business Credit Limit and/or Cash Advance

Credit Card

1.2 Authorised signatories

Billing option B	Card type	Payment due date
Individual billing is where monthly card expenditure is billed directly to the cardholder, who pays the bill on behalf of the business.	Charge Card only The individual cardholders will be billed each month the full amount due on the statement.	Please mark the number of days after your statement when you wish to make payment. (Mark one box only.) 14 days 21 days* 25 days* 28 days* *fees apply

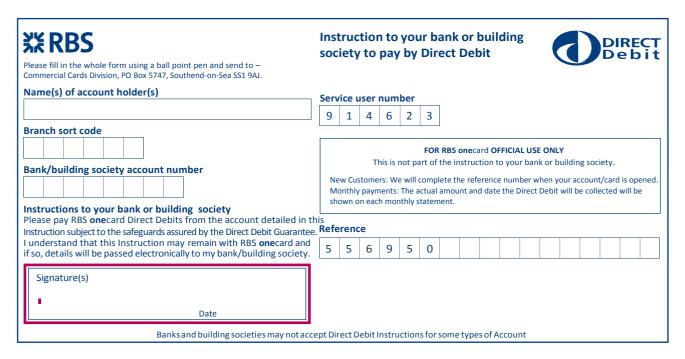
2.2 Payment method (Central Billing)

To pay by Direct Debit please complete and sign the Direct Debit instruction below. The monthly payment* will be collected from your business account subject to the safeguards assured by the Direct Debit guarantee given at the end of your terms and conditions.

*Monthly payment

- Charge Card Full Payment
- Credit Card Minimum payment (30% of the outstanding balance or £100 whichever is greater. Any amounts owed over your Business Credit Limit will also be collected by Direct Debit from your business account see clause 5.2.1 in the **one**card Terms for full details.)

If you wish to pay by another method, please place a cross in this box.



Cards OnLine is a secure online service that allows you and your cardholders to view and download your monthly statement electronically and view up-to-date balance and transaction information online. I wish to enrol our onecard programme with Cards OnLine (please place a cross in the box). If you placed a cross in this box, an e-mail will be sent to your Cards OnLine Administrator (see below) shortly after your onecard account is opened. This e-mail will include their username and temporary PIN and password. In addition, they will also receive a Mail Authentication Code in the post which will provide them with full access to Cards OnLine.

Please note that by opting to receive an e-statement you will not be sent a paper statement by post. However if you prefer to continue to receive a paper statement please place a cross in this box.

Cards OnLine Administrator details

Your Primary Programme Co-ordinator (as provided in section 1.1) will be set-up as your Cards OnLine Administrator. E-mail notification of each statement and other Cards OnLine information will be sent to the e-mail address of the Cards OnLine Administrator. Please ensure an e-mail address is provided in section 1.1.

Smart Data OnLine

Your **one**card includes a sophisticated online management information reporting system, Smart Data OnLine (SDOL). Your business will benefit from a range of online services, including over 30 standard MI reports, data exporting and expense management tools. Details of how to start using SDOL will be sent to you once your **one**card account is opened.

3. Cardholder details

Please complete in BLOCK CAPITALS

You will need to complete a section for each **one**card holder. If you are requesting more than four cards or have selected individual billing (in section 2.1), please download a Cardholder Schedule. Go to **rbs.co.uk** and select **Business** > **Commercial Cards** > **onecard programme**. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager with this form.

If you wish to block certain spending categories for your cardholders, please complete **Individual Blocking Form 3**, for each card.

Cardholde	r 1		
Title	Mr Mrs Miss Ms O	ther	
	If 'Other', please specify		
First name	Midd	le name(s)	
Surname			
	Name as you wish it to appear on the card		
Name			
	(e.g. title, first name, middle initial and surna	me (max. 21 o	characters incl. spaces))
Residentia	laddress		
Address lin	ne 2		
Address lin	ne 3		
Address lin	ne 4		
Postcode			
Country of	residence		
Great Brita	in OR Other If 'Other', ple	ease specify_	
Preferred contact nu (including			
What is the of the card	e nationality holder?		(must be completed)
Security pa from the ca for identific			_(must be completed)
	th to help us e cardholder (must be	completed)	
What mont	thly credit limit is required for this cardholder?	e E	
Card option	ons* ss in the box for your choice of card	X	Standard Gold onecard
Is a cash w	ithdrawal facility required?	Yes	No
Is a single	transaction limit required?	Yes	No X
If 'Yes', how	w much?	f	
Are conven	nience cheques required?	Yes	No X
(Convenien	nce cheques do not provide the same level of p	protection as o	card purchases.)

*Please refer to Terms and Conditions for information on charges applicable to these options.

Cardholde	r 2		
Title	Mr Mrs Miss Ms O	ther	
	If 'Other', please specify		
First name	Midd	lle name(s)	
Surname			
	Name as you wish it to appear on the card		
Name			
	(e.g. title, first name, middle initial and surna	me (max. 21 o	characters incl. spaces))
Residentia	laddress		
Address lin	ne 2		
Address lin	ne 3		
Address lin	ne 4		
Postcode			
Country of	residence	_	
Great Brita	in OR Other If 'Other', ple	ease specify_	
Preferred contact nu (including			
What is the of the card	e nationality holder?		_(must be completed)
Security pa from the ca for identific			_(must be completed)
	th to help us cardholder (must be	completed)	
What mont	thly credit limit is required for this cardholder?	e £	
Card option	ons* ss in the box for your choice of card	X	Standard Gold onecard
Is a cash w	ithdrawal facility required?	Yes	No
Is a single	transaction limit required?	Yes	No X
If 'Yes', how	w much?	f	
Are conven	nience cheques required?	Yes	No X
(Convenien	nce cheques do not provide the same level of p	protection as o	card purchases.)

*Please refer to Terms and Conditions for information on charges applicable to these options.

Cardholder 3	3		
Title M	Mrs Miss Ms Other Other		
If	Other', please specify		
First name_	Middle name(s)		
Surname			
Na	lame as you wish it to appear on the card		
Name (e	e.g. title, first name, middle initial and surname (max. 21	characters incl. spaces))	
Residentialad			
Address line 2	2		
Address line 3	3		
Address line 4	4		
Postcode			
Country of res	sidence		
Great Britain	OR Other If 'Other', please specify		
Preferred days contact numb (including ext			
What is the not of the cardhol	· · · · · · · · · · · · · · · · · · ·	(must be completed)	
Security passw from the card for identificati		_(must be completed)	
Date of birth to help us identify the cardholder (must be completed)			
What monthly	y credit limit is required for this cardholder? £		
Card options' Place a cross in	in the box for your choice of card	Standard Gold onecard	
Is a cash withdrawal facility required? Yes No No			
Is a single transaction limit required?			
If 'Yes', how much?			
Are convenience cheques required? Yes No			
(Convenience cheques do not provide the same level of protection as card purchases.)			

 $^{{\}rm *Please}\ {\rm refer}\ {\rm to}\ {\rm Terms}\ {\rm and}\ {\rm Conditions}\ {\rm for}\ {\rm information}\ {\rm on}\ {\rm charges}\ {\rm applicable}\ {\rm to}\ {\rm these}\ {\rm options}.$

Cardholde	older 4		
Title	Mr Mrs Miss Ms Other		
	If 'Other', please specify		
First name	ameMiddle name(s)		
Surname	ne		
	Name as you wish it to appear on the card		
Name	Traine as you wish to appear on the said		
Name	(e.g. title, first name, middle initial and surname (max. 21 characters	incl. spaces))	
Residentia	ntial address		
Address lir	ss line 2		
Address lir	ss line 3		
Address lir	ss line 4		
Postcode	de		
Country of	y of residence		
Great Brita	Britain OR Other If 'Other', please specify		
contact nu	ed daytime t number ing extension if applicable)		
	s the nationality cardholder? (must be	completed)	
from the ca	y password ne cardholder (must be ntification (max 20 characters, no spaces)	completed)	
	f birth to help us the cardholder (must be completed)		
What mon	nonthly credit limit is required for this cardholder? £		
Card optio Place a cro	ptions* cross in the box for your choice of card Standard one card	. X	
Is a cash w	h withdrawal facility required? Yes X	lo 🔀	
Is a single	gle transaction limit required? Yes	lo X	
If 'Yes', ho	how much?		
Are convenience cheques required? Convenience cheques do not provide the same level of protection as card purchases.)			
	efer to Terms and Conditions for information on charges applicable to these options.	114303.7	

4. Your agreement

Terms

The terms for your **one**card are enclosed. This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

How we will use and share your information

(a) Credit reference and fraud prevention agencies

We may request information about you/your business and the proprietors of that business from credit reference agencies to check your credit status (to help assess what product you are most suitable for and/or your ability to repay any credit) and to help verify your identity. Those agencies may keep a record of our request(s) and this may affect your ability to obtain credit elsewhere.

This application will be treated as financially independent of any person (except for another party to this application). By completing this application you declare that you believe that the finances of any individual(s) with whom you remain financially connected will not affect our decision and agree that we may check your declaration. We may decline this application if we find that your declaration is inaccurate.

Further information about financial connections and how they may be ended can be obtained from the credit reference agencies: Experian, Equifax and/or Callcredit.

In order to prevent and detect fraud and/or money laundering, the information provided in this application may be checked with fraud prevention agencies. If fraud is identified or suspected details may be recorded with these agencies to prevent fraud and money laundering.

(b) With other RBS companies

We will use the information you supply in this application (and any information we or other RBS companies may already hold about you) to verify your identity and assess your suitability for our products.

If your application is declined we will keep your information for as long as it is required by us or other RBS companies in order to comply with legal and regulatory requirements.

Giving your consent

By continuing with this application, you agree that we may use your information in the ways described above and are happy to proceed.

You are also confirming that:

- 1. you are holding authorisation from the other officers and beneficial owners to consent to the searches against them as individuals and use of the information indicated in this agreement;
- 2. and you will promptly notify them of any changes we notify to you about the use of information provided in this form or obtained as a result of the credit searches;
- 3. and you have notified the other officers and beneficial owners that if they would like a copy of the information we hold on them or have any questions about how we use that information they should write to the bank at the address shown in the Terms; and
- 4. you have retained a copy of this form and have provided the other officers and beneficial owners with a copy of this form including the Terms under 'Accessing your information'.

As part of the application process we may ask you to verify your compliance with the process set out above.

Marketing information

We would like to keep you informed by letter, phone, email and text message about products, services and offers that we believe may be of interest to you. If you do not wish us to contact you for these purposes, please place a cross in the box.

How we will use and share your information with other RBS companies and with other third parties.

We may use and share your information with other RBS companies and certain third parties for the purposes set out in the Terms.

We and other RBS companies may use and share your information in order to improve the relevance of the marketing offers that we make to our customers. However, we will not share your information with third parties for marketing purposes.

We may be required to disclose certain information, including the name, address, tax number, account number(s) and the balance or value of the account(s) of US and British Dependent Territories' customers to HM Revenue and Customs ("HMRC") who may exchange this information with the applicable local tax office in those countries. We may be required to provide similar information to HMRC regarding customers from other countries in the future.

Communications about your account

Notwithstanding your marketing choices above, we will contact you with information relevant to the operation and maintenance of your account by a variety of means including online banking, mobile banking, email, text message, post and/or telephone.

By signing:

- you agree to the Terms for the **one**card.
- you confirm the details provided are correct and agree to notify us of any changes.
- you authorise the Bank to issue a RBS **one**card to the persons named in this form (under section 3) and in the **one**card Cardholder Schedule of Names (where applicable). Such persons are authorised to undertake Card Transactions (as defined in the Terms).

Signed for (organisation name)	
Customer signature(s)	
in accordance with the authority held by the Bar	
Name	Name
Date	Date

What to do next – Please check to ensure you have completed all sections of the application form, and once printed make sure the agreement is signed above. Then return the application form and any other signed forms as appropriate to your Relationship Manager. If you have completed this form on screen please use the print buttons below. You can select to print either:

- 1. The whole document. If you select this option you will print the application form for return and the rest of the document for your records; or
- 2. The application form only. If you select this option please ensure you save a copy of the full document for your records.

CLICK HERE FOR PRINT OPTION 1

To print the application form and for your records the terms and conditions, Direct Debit guarantee and insurance policy summaries.

CLICK HERE FOR PRINT OPTION 2
To print the application form only.
Please save a copy of this full document
for your records.

For Relationship Manager use only IMPORTANT – Please ensure sanction documentation is attached to this application. Relationship Manager name			
Portfolio code			
RM contact number			
Externale-mailaddress			
Internal address			
Address line 2			
Address line 3			
Depot code Customer ID (Relationship Managers only ent Business Current Account number	Bank of Engla Industrial cod Sortcode Institution co	e/	
Sanctioning, KYC & Product Elig	gibility		
A corporate credit facility of £ is required. To calculate the facility amount take the business credit limit requested in section 2 of the application form. Add a margin to allow for the payment grace period (in section 2.1) – see table below:			
Payment grace period	Facility Amount		
7 days	Limit + 25%		
14 days	Limit + 50%		
21/25 days	Limit + 75%		
28 days	Limit + 100%		
RMP sanction provided I confirm that:			
and the underlying evidence ca	ully completed on this application, an be provided upon request	Х	
the customer has a registered business address in the UK, Channel Islands, Isle of Man or Gibraltar or is registered for tax purposes in any one of those jurisdictions			
the product was sold in the ju	urisdiction in which the business is registered	Х	
the customer has annual turnover of £2M or above			
NB These 4 boxes MUST be ticked otherwise the card account cannot be opened.			
Signed for and on behalf of The Royal Bank of Scotland plc. Relationship Manager's signature			
	My ISV number is		
	Date		

RM Reminder			
X	RMP sanctioning paperwork attached and confirmation of KYC and jurisdiction compliance provided (see tick boxes above)		
Х	Application agreement signed by customer		
Х	Cardholder schedule & other forms (where signed and completed) attached		
X	Direct Debit instruction completed and signed (not applicable if customer has chosen another payment method in section 2.2)		
Х	Photocopy the form to retain in the customer's file		
Х	If this one card account is replacing an existing commercial card programme, please contact CCS to arrange closure of the old account		
Return to RBS, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Depot Code 028, email ~ Mid Mrk New Accs or fax to 0845 878 9798			
For Cards Customer Services use only			
ASC	CDF 24 Z B UK CCA regulated N		
All cardholders on this form must be set on TSYS <u>not to receive</u> marketing information			