

# Income Investment Plan – Issue 1 (ISA)

Terms and Conditions

# Income Investment Plan – Issue 1 ISA Terms and Conditions

**These Terms and Conditions govern your investment in the Income Investment Plan – Issue 1 through a Stocks and Shares Individual Savings Account.**

## 1. Definitions

The following words and expressions, when used in these Terms and Conditions, have the following meanings:

‘Application Form’ means the ‘Application Form for Income Investment Plan – Issue 1 (ISA and/or Non-ISA)’ and, if applicable, the ‘Income Investment Plan – Issue 1, Stocks and Shares ISA Transfer’ form, which is/are required to be completed by you to apply to deposit share purchase monies with us and apply for Shares in the Plan;

‘Brochure’ means ‘Income Investment Plan – Issue 1’ brochure which describes the Plan including the investment aims and associated risks and is available from the ISA Manager on request;

‘Business Day’ means any day (other than a Saturday and Sunday) on which we are open for business;

‘Cash ISA’ means a Cash Individual Savings Account;

‘Cell’ means Income Investment 1 PC, the relevant cell of Defined Investments PCC, acting through their office at 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands;

‘Chosen account’ means your UK bank or building society account indicated on your Application Form to where any dividend, closure or redemption monies relating to the Plan will be paid;

‘Company’ means Defined Investments PCC incorporated in Jersey with its office at 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands;

‘FSA’ means the Financial Services Authority or any relevant successor or replacement regulator;

‘FSA Rules’ means the rules made by the FSA which apply to the services provided to you under this Plan, as amended from time to time;

‘Group’ means The Royal Bank of Scotland Group;

‘Index’ means the FTSE® 100 Index, calculated by FTSE International Limited or its agent;

‘Investment’ means your share purchase monies, including any interest earned on your share purchase monies in accordance with condition 4, and, following your purchase, Shares in the Plan held in your Nominee Account via the Nominee Service by you on these Terms and Conditions;

‘Investment Date’ means the date indicated in the Brochure on which the Shares are issued by the Cell;

‘ISA’ means a Stocks and Shares Individual Savings Account unless otherwise specified;

‘ISA Manager’ means The Royal Bank of Scotland plc at the ISA Office, Premier Place, 2½ Devonshire Square, London EC2M 4BA;

‘ISA Office’ means the ISA Office at Premier Place, 2½ Devonshire Square, London EC2M 4BA;

‘ISA Package’ means an ISA under these Terms and Conditions as provided by the Regulations and subscribed to by you;

‘Maturity Date’ means the date indicated in the Brochure when the Shares are redeemed;

‘Multilateral Trading Facility’ means a multilateral system operated by an investment firm or market operator which brings together multiple third party buyers and sellers in financial instruments, in accordance with nondiscretionary rules, in a way that results in a contract;

‘Nominee’ means one or more nominee companies within The Royal Bank of Scotland group of companies, or a custodian appointed by us, which may or may not be a member of The Royal Bank of Scotland Group, and which may be based in the UK or overseas;

‘Nominee Account’ means the Stocks and Shares ISA client account we open for you in order for you to have access to the Nominee Service;

‘Nominee Service’ means the ISA nominee custody service in respect of the Shares as described in these Terms and Conditions;

‘Offer Period’ means the specified period prior to the Investment Date during which Shares in the investment may be purchased and which is set out in the Brochure;

‘Plan’ means the Income Investment Plan – Issue 1;

‘Plan Manager’ means The Royal Bank of Scotland plc;

‘Plan Term’ means the term of the Plan from the Investment Date to the Maturity Date;

‘Prospectus’ means the prospectus in respect of the offer of the Shares consisting of the relevant Summary and Securities Note as supplemented and the Registration Document which is available from the Plan Manager or [www.rbs.com/structuredfunds](http://www.rbs.com/structuredfunds);

‘RBS’ means The Royal Bank of Scotland plc;

‘Redemption Amount’ means the redemption amount payable for each Share according to the articles of association of the Cell and Prospectus;

‘Registration Document’ means the registration document of the Company, forming part of the Prospectus as updated from time to time;

‘Regulated Market’ means a multilateral system operated and/or managed by a market operator such as the London Stock Exchange which brings together multiple third party buying and selling interests in financial instruments in a way that results in a contract in respect of financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly;

‘Regulations’ means the Individual Savings Account Regulations 1998, as amended or re-enacted from time to time and any applicable regulations and statutes;

‘Share’ and ‘Shares’ means the preference shares issued by the Cell and held in the ISA Package from time to time on your behalf;

‘Stocks and Shares ISA’ means a Stocks and Shares Individual Savings Account;

‘Terms and Conditions’ means these Terms and Conditions;

‘We’, ‘us’ and ‘our’ means The Royal Bank of Scotland plc;

‘You’ and ‘your’ means the person on whose behalf the ISA Package is opened and who is named as the applicant in the Application Form.

## 2. Introduction

- (a) You should read these Terms and Conditions along with the other information in the Brochure and the Application Form, which together make up the contract between you and us in respect of your Investment.
- (b) The services covered by these Terms and Conditions are only available to individuals over 18 years of age. For the purposes of the FSA Rules, participants will be classed as retail clients.
- (c) By requesting us to open an ISA Package you agree to be bound by these Terms and Conditions.
- (d) You appoint us to administer your ISA Package in accordance with the Regulations. We may delegate any of our functions or responsibilities under this agreement provided we are satisfied that the person we delegate to is competent to carry them out.
- (e) You will inform us immediately if you cease to be eligible to invest via an ISA.
- (f) The Royal Bank of Scotland plc is authorised and regulated by the Financial Services Authority in the conduct of investment business. The ISA Manager is approved by HM Revenue & Customs as an ISA manager under the Regulations.

## 3. Your Application

- (a) Although we do reserve the right to reject an application:
  - (i) We will open your ISA Package only when we have received a correctly completed Application Form.
  - (ii) For a new ISA application, we must receive your Application Form before the close of the Offer Period. You can make payment by cheque or direct from an existing account held with a bank within the Group. All payments to us must be from your own resources and we reserve the right to satisfy ourselves of this. Payments in cash are not accepted. You cannot make further contributions into the Plan after the end of the Offer Period.
  - (iii) The minimum total single payment into the Plan is twenty thousand Pounds Sterling (£20,000), all or part of which may be made held within an ISA (for details of ISA allowances, please see the Brochure). If you invest less than £20,000 in an ISA Package, you will need to invest additional funds in the Plan through a separate non-ISA nominee account in order to meet the minimum investment level for the Plan. Any new ISA subscriptions will be subject to the annual ISA subscription limits. For further information about opening a separate non-ISA nominee account please see the Brochure.
  - (iv) If we cannot invest your payment for you because all our requirements have not been met, it will be returned to you with an explanation.
- (b) For a new ISA subscription, once we have accepted your application a contract is formed between you and us, these Terms and Conditions come into force and we will open your ISA Package. We will invest your share purchase monies in the Plan on the Investment Date.
- (c) We reserve the right to terminate the Plan before the Investment Date, without notice, if insufficient client funds are raised. If this happens, we will write to you to inform you of your options.
- (d) We reserve the right to close the Plan without notice during the Offer Period and decline to accept any further applications.

## 4. Cash Held

- (a) Money, which we hold on your behalf, will be held by us as banker and not as trustee (or in Scotland as agent) and, as a result, the money will not be held in accordance with the FSA's client money rules.

- (b) Interest will be paid on share purchase monies held by us on your behalf. This will be at a fixed rate of 2% gross per annum. We will start to calculate interest from the fourth Business Day after the receipt of your share purchase monies, and this will continue to accrue up to three Business Days before the Investment Date.
- (c) Any interest accrued during this time will be added to your Investment and invested on the Investment Date.
- (d) Interest paid on cash held in a Stocks and Shares ISA will be subject to a statutory flat rate charge of 20%, which will be paid by us to HM Revenue & Customs. The amount deducted is not classed as tax, is not repayable to non-tax payers and is not declared on your tax return.

## 5. Transferring your ISAs to us

- (a) You may transfer to us Stocks and Shares ISAs that are managed by any ISA manager. Transfers will only be accepted in the form of payments by cheque from your previous ISA manager.
- (b) Some cash ISA transfers may not be accepted into the Plan, and you should check the Brochure to confirm if these transfers are accepted into the Plan.
- (c) All application forms for transfers in from existing Stocks and Shares ISAs must be completed and received at the ISA Office 20 Business Days before the end of the Offer Period. Your ISA Package will not be opened until we have received the ISA transfer monies from your current ISA manager.
- (d) All payments must be received from your current ISA manager five Business Days before the Investment Date, to be included in the Investment. Any initial subscription payments received after this date will be returned to the previous ISA manager and the ISA will be effectively cancelled.
- (e) We will not accept responsibility, nor will we be liable for, initial subscription payments not received from another ISA manager five Business Days before the Investment Date.
- (f) Any payments received from a previous ISA manager after the transfer of an ISA into your ISA Package will be accepted and invested in your ISA Package provided they arrive five Business Days before the Investment Date. Any such payments received after this time will be returned to the previous ISA manager for payment directly to you.
- (g) No partial transfers into the Plan are permitted.

## 6. ISA Transfers Out Prior to the Maturity Date

- (a) Prior to the Maturity Date any request to transfer your Investment will be treated as a notice of closure and an instruction to us to sell your Shares. Partial transfers out of the Plan, or transfer of the Shares to another nominee, are not permitted.
- (b) You may at any time, providing us with written instructions in accordance with condition 7 (a), transfer the cash value of your ISA Package to:
  - (i) another ISA manager, or
  - (ii) your chosen account.
- (c) If you are transferring the cash value of your ISA Package to another ISA manager, the new ISA manager will have to provide us with your written authority for the transfer before it can take place. We do not charge for the transfer.
- (d) The cash value of your ISA Package may be less than you originally invested as the cash value of the ISA Package will be determined by the price obtained for the sale of the Shares.

## 7. Closure

- (a) You, or an ISA manager acting on your behalf, must provide us with your written notice of closure. Any notice of closure by you must be signed by you and will be effective when received by us, but will not affect any transactions already initiated.

- (b) Withdrawing all of your Investment from the ISA Package will not affect any of your rights or obligations arising before, during or after the date of such withdrawal or which arise as a result of such withdrawal or which relate to our provision of the Nominee Service to you and all such rights and obligations shall continue to be subject to the Terms and Conditions applying at the time of the withdrawal.
- (c) Following an instruction from you to withdraw your Investment, payment of the sale proceeds will be made to your chosen account by direct credit or by cheque payable to you. The payment will be made within a period, not exceeding 30 days of the date of the sale. We require this period for the practical implementation of instructions.
- (d) We reserve the right to terminate your ISA Package by giving 30 days prior written notice. We are obliged to terminate your ISA Package immediately having given notice if we are of the opinion that it is impossible to administer it in accordance with the Regulations.
- (e) In the event that we intend to stop acting as ISA Manager, the Investment will be redeemed following the giving of 90 days' prior written notice to you. You may then transfer the ISA to another ISA manager.
- (f) We reserve the right to withdraw any Plan prior to the Investment Date without notice. We will notify you of any decision to withdraw a Plan in writing at the earliest opportunity and we will inform you of your options.

#### **8. Cancellation**

You have the right to cancel your application within 14 days after receiving notice from us of your cancellation rights provided that such notice is received by us before the end of the Offer Period. If you exercise your right to cancel, any share purchase monies paid to us will be repaid subject to deduction of the amount of any interest earned since your investment was received. If you do exercise the right to cancel an ISA transferred from another ISA manager you may not have the right to reinstate your ISA with your previous ISA manager and all future tax benefits, which would otherwise have been attached to the ISA Package, may be lost.

#### **9. Charges and Expenses**

- (a) There are currently no additional charges for the provision of the Nominee Service and all fees for the Plan are stated in the Brochure.
- (b) We reserve the right to make a charge to you for the issue of duplicate documentation. We will tell you about the charges for these services before we provide the service and at any time you ask.
- (c) Any fees and charges payable by you under the contract between us and you are exclusive of VAT, which will be payable by you where applicable.
- (d) We reserve the right to sell any of your Shares and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe us or a Nominee in respect of the Nominee Service.
- (e) You agree to be responsible for any losses or expenses we or a Nominee incur as a result of your failure to put the Nominee in funds in relation to any matter instructed by you or otherwise as a result of a breach by you of these Terms and Conditions and against any taxes suffered by us or a Nominee attributable to your use of the Nominee Service. We or the Nominee reserve the right to charge interest at 2% above the base rate of the Bank of England from time to time for any outstanding amount due from you. If you owe us or the Nominee money in respect of the Nominee Service, the Nominee reserve the right not to act on instructions from you until you have paid us or the Nominee in full.

#### **10. Distribution of Dividends**

The Cell will pay you an annual dividend of six pence per Share. Your dividend will be paid to your chosen account within five Business Days following each anniversary of the Investment Date during the Plan Term.

#### **11. Taxation of the Individual**

All capital growth produced by your ISA Package is free of any further UK income or Capital Gains Tax. Capital gains produced by your ISA Package need not be declared on your tax return. Although ISAs are tax efficient investments for individuals, the Plan may have already paid such taxes as income, corporation or withholding taxes where applicable.

#### **12. How we hold your Investments**

- (a) The investments held in your ISA Package will be registered in the name of a Nominee. A Nominee will only accept instructions to hold or release investments from us.
- (b) You are and must remain the beneficial owner of the investments in your ISA Package.
- (c) A Nominee may hold your Investment under specific and/or general pooling arrangements which may mean that your entitlement to Shares may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records. It is possible that any shortfall arising on the default of a Nominee may be shared proportionately between you and other persons on whose behalf the Nominee holds Investments.
- (d) Your Investment will not be lent to third parties and must not be used as security for loans.
- (e) Share certificates or other documents evidencing title to the Investments will be held by us or as we may direct.
- (f) You agree to provide promptly in connection with your holding of Shares any information which the ISA Manager administrator is entitled to request in respect of the Shares.
- (g) We and the Nominee may employ agents and delegates on such terms as we think fit to carry out any part of its obligations or discretions in connection with the Nominee Service and, save as otherwise provided in these Terms and Conditions, we and the Nominee shall be liable for the acts and omissions of such agents and delegates as if they were the acts or omissions of us or a Nominee as appropriate.

#### **13. Cell Information and Voting Rights**

- (a) Upon written request from you, we will arrange the following:
  - (i) for copies of the Cell's annual and non-audited interim accounts to be sent to you; and/or
  - (ii) any other information issued to shareholders in the Cell;
  - (iii) for you to be given the opportunity to attend and vote at meetings of the preference shareholders of the Cell.

#### **14. Death**

- (a) Your ISA Package will cease to qualify for ISA tax exemption under the Regulations from the date of your death. The Investment will continue pending instructions from the legal representative of your estate. If the legal representative of your estate instructs us to sell your Investment, we will take steps to sell the Shares. The proceeds of your Investments will be paid by cheque and this will be posted to your legal representatives within four Business Days of settlement of the sale of the Investments that were held within your ISA Package. These Terms and Conditions are binding on your legal representatives.
- (b) We will need to see the Death Certificate and Grant of Representation (or Scottish equivalent) before we can act on administrators' or executors' instructions.

## 15. On Maturity

We will write to you before the Maturity Date to inform you of your options. On the Maturity Date the Shares issued by the Cell and held in the ISA Package will be redeemed. For information about how the Redemption Amount could be affected by movements in the Index please see the Brochure. Your total aggregate Redemption Amount will be retained subject to receiving instruction from you. If no instruction is received, it will be held by us until we receive instruction from you. You will not earn any interest on these funds and they will be held as cash within a Stocks and Shares ISA. Any funds held by us after the Maturity Date which we hold on your behalf, will be held by us as banker and not as trustee (or in Scotland as agent) and, as a result, the money will not be held in accordance with the FSA's client money rules.

## 16. Liabilities

- (a) We and the Nominee are responsible for any loss incurred as a result of our fraud or wilful neglect.
- (b) We will take reasonable care in the provision of the Nominee Service and will be responsible for any losses or expenses (including loss of Shares) suffered by you as a direct result of the negligence, breach of our obligations or fraud of either us or a Nominee, save as provided in clause 16(c). We shall be liable for acts and omissions of a Nominee or any other nominee company controlled by it or any company within the same group, save as provided in clause 16(c).
- (c) If we cannot provide our services due to circumstances beyond our reasonable control, we will take such reasonable steps as we can to bring those circumstances to an end. Neither we nor a Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the Nominee Service caused by such circumstances, provided we have taken reasonable steps to bring such circumstances to an end. This exclusion clause shall not apply to the extent that we or a Nominee cannot provide our services due to a failure on the part of any of our suppliers or subcontractors.
- (d) Notwithstanding any other provision of these Terms and Conditions, neither we nor a Nominee shall be liable for any loss attributable to any failure by you to disclose changes of your address, name, bankruptcy or other personal details. We accept no liability for any financial loss resulting from a reasonable delay in taking any action in order that we may obtain further information from you, comply with any legal or regulatory requirement or investigate any concern about the validity or any other matter relating to the instruction. This exclusion clause shall not apply to the extent that any such failure by you was merely technical or trivial nor to the extent that we have contributed to the loss suffered.
- (e) Our liability or that of a Nominee in respect of any claim you make against us will not exceed the value of the losses that could have been reasonably foreseen by us and you at the outset of the contract between you and us.
- (f) Neither we nor a Nominee shall be liable for acting upon any instructions which are forged or fraudulent provided that we have taken reasonable steps to verify your identity.

## 17. Disclosing Information to the Authorities

We and the Nominee can disclose, or allow to be disclosed, any information relating to you or your Investment to any relevant authority, such as the Channel Islands Stock Exchange, the Jersey Financial Services Commission, HM Revenue & Customs or the FSA. We and the Nominee can do this even if the law does not require it. We and the Nominee are not liable for closures caused by such a disclosure and are bound to act in good faith.

## 18. Amendment

- (a) We may vary these Terms and Conditions from time to time for the following reasons:
  - (i) to reflect changes in the law or regulation or a decision by an ombudsman;
  - (ii) to meet industry guidance or codes of practice;
  - (iii) to correct any mistakes or omissions that we might discover in due course;
  - (iv) to reflect changes we may reasonably make in the service we provide to you, or to provide you with new services;
  - (v) to make them easier to understand;
  - (vi) to take account of developments in services or technology, or of changes in the general practice of other financial institutions providing a similar service to the ISA Package;
  - (vii) if you agree.

We will give you 30 days' prior written notice of any change.

- (b) By subscribing for an ISA Package you agree that we may transfer our responsibilities under these Terms and Conditions to any entity which is an approved ISA manager in accordance with the Regulations, where that entity notifies you and agrees to carry out all duties and obligations relating to your ISA Package. You agree that in such circumstances we will be released from all our duties and obligations under these Terms and Conditions. We shall satisfy ourselves that any new ISA manager is competent to carry out those duties and obligations delegated or transferred to it.

## 19. Keeping you informed

- (a) We will provide you with a contract note following the investment of your share purchase monies on the Investment Date.
- (b) We will provide you with an ISA statement every 6 months. Please note that the timing of your first statement is dependant on the issue date of Shares in which the Plan first invests and may not be issued within 6 months. This, together with your statements for any non ISA investment in the Plan, will show the content of your Investment, as well as the essential details of all transactions since the previous statement. If requested in writing we may supply you with duplicate or additional statements.
- (c) You should check any statement which you receive from the ISA Manager and if you have any query or concern in relation to the matters disclosed you should contact the ISA Manager as soon as possible.

## 20. Void Accounts

We will inform you in writing if your ISA Package has, or will become void because we, or you, have failed to comply with the Regulations. If you fail to comply with the Regulations, we reserve the right to make a charge to you for voiding the ISA Package.

## 21. Communications and Change of Details

- (a) You should send any notices (including cancellation notices), to us at: ISA Office, Premier Place, 2½ Devonshire Square, London EC2M 4BA. Tel: 0845 601 5600. Calls may be recorded.
- (b) We and the Nominee will send any notices or other correspondence to the address you have given in your Application Form, or to a new permanent residential address provided you have notified us in writing of the change.
- (c) We and the Nominee will not be obliged to send you any documents if their distribution may be prohibited by any applicable law.
- (d) You should notify us of any change of name or address as soon as possible, providing us with appropriate supporting documentation, e.g. in the case of a change of name, the deed poll or marriage certificate. You should make sure that the arrangements for receiving mail at your address are safe.



- (e) In the event of your death, your executors should contact the ISA Manager. These Terms and Conditions shall be binding on your successors, executors, administrators and other legal representatives.
- (f) All communications sent to you by us and the Nominee will be treated as received by you two Business Days after posting.
- (g) Any documents or cheques sent to you by a Nominee or by us or on our behalf and any documents or cheques sent by you to us will be sent at your risk and we accept no liability before receipt of any document or cheque or where relevant after despatch of any document or cheque to you.
- (h) You should notify us of any change to your chosen account details. If you close or change your chosen account and do not inform us of your new account details we will send any relevant funds to your chosen account. If these funds are returned to us or the Nominee, these funds will be held in your Nominee Account. Any such funds will not attract any interest. We and a Nominee have no liability to you if these funds are not returned to us or the Nominee.

## 22. Third Party Rights

Nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.

## 23. Law and Jurisdiction

- (a) If these terms conflict with either the Regulations or FSA Rules, then the Regulations and/or FSA Rules will take priority.
- (b) This document is based on our current understanding of English Law and HM Revenue & Customs practice, both of which may change in the future.
- (c) These Terms and Conditions will be construed in accordance with English Law. The parties:
  - (i) irrevocably submit to the exclusive jurisdiction of the English courts; and
  - (ii) undertake not to commence any proceedings in relation to these Terms and Conditions in the courts of any other jurisdiction. English law will be taken by us as the basis for the establishment of relations with you before these Terms and Conditions coming into effect.
- (d) All communications will be in English.

## 24. Complaints and Compensation

- (a) For information on how to submit a complaint to us in relation to the ISA Package please see the Brochure.
- (b) RBS is a member of the Financial Services Compensation Scheme (the "Scheme"). The Scheme can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim: Investments – maximum £50,000, i.e. 100% of first £50,000 per person. Most retail consumers (this includes private individuals and some small businesses) are eligible under the Scheme. For further information on the conditions governing compensation and details on how to apply please refer to the Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

Please note however, that the Scheme will not cover you in the event of the default of any counterparty of the Cell or the Company or in the event of the Cell or the Company failing to redeem or pay redemption monies for the redemption of the Shares or for any fall in the value of such Shares.

Further information about compensation arrangements is available from the Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 25. Waiver

No conduct or delay on our part or the part of a Nominee shall be taken as a waiver or variation of any rights which we or a Nominee has under these Terms and Conditions unless we or a Nominee waive or vary a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights we or a Nominee may have in respect of any other matter.

## 📄 Your information

### 26. Who we are

We are a member of The Royal Bank of Scotland Group. For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Minicom 0845 900 5960.

### 27. Your electronic information

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

### 28. How we use your information and who we share it with

Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements; or
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

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

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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 shall write to you. If you do not object to the change within 60 days, you consent to that change.

If you would like a copy of the information we hold about you, please write to: The Data Protection Manager, Retail Regulatory Risk, 2nd Floor, Business House B, RBS Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. A fee may be payable.

## 📄 Credit reference agencies

### 29.

We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

## **6 Fraud prevention agencies**

### **30.**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

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

We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.

### **31. Power of Attorney**

If you wish an attorney to deal with matters relating to these Terms and Conditions on your behalf we shall require a certified copy of the relevant Power of Attorney.

### **32. Conflicts of Interest**

We or our agents may carry out transactions for you whether or not we or they have directly or indirectly a material interest or relationship of any description with another party, which may involve a conflict with our or their duty to you. We will, however, endeavour to ensure that any transaction carried out in such circumstances is made on a normal commercial basis at arm's length. The Group will either avoid any conflicts of interest arising or, where conflicts arise, will ensure fair treatment of all its customers by disclosure, internal rules of confidentiality, declining to act, or otherwise.

The Group will not improperly place its interests above those of its customers and, where a properly informed customer would reasonably expect that the Group would place his interests above its own, the Group will live up to that expectation.

Our full conflicts of interest policy can be provided upon request by contacting the ISA Office.

## **33. Our Duties**

Neither we nor a Nominee will be required to spend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under these Terms and Conditions except to the extent that it would be unreasonable for us not to do so.

## **34. Other Conditions**

- (a) We may delay acting on your instructions if we need to obtain further information from you to comply with any legal or regulatory requirement (including compliance with anti-money laundering legislation or rules) or to investigate any concerns it may have as to the validity of your instructions. Where further enquiries are required, you authorise us to make credit reference, identity (including searching the electoral roll), fraud and other enquiries that may be necessary for these purposes.
- (b) In maintaining records for the ISA we do not recognise any trusts and neither us nor a Nominee will take notice of any trust express, implied or constructive.
- (c) Neither we nor a Nominee will lend to or deposit by way of collateral your Shares with any third party. No money will be borrowed using them as security.
- (d) You authorise us to disclose or permit disclosure of any information we may have either about your investments or any other purposes in connection with these Terms and Conditions to any relevant authority or as they may require (whether by compulsion of law or not) and we shall not be liable for any disclosure made in good faith.
- (e) By entering into these Terms and Conditions you are confirming that you are willing for us to contact you from time to time by telephone or other non-written means to discuss the investment or other matters we believe may be of interest to you.

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account (which include these Conditions). We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our registration number is 121882.

The Royal Bank of Scotland plc. Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB.  
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02613 16 April 2012