

Before printing and completing this application you need to be:

- ▮ A RBS Business Account holder
- ▮ A Limited Company or Limited Liability Partnership requesting up to 2 cardholders, with a turnover up to £2m
- ▮ A UK, Channel Islands, Isle of Man or Gibraltar resident over 18
- ▮ Registered (Business Address) in the UK, Channel Islands, Isle of Man, Gibraltar or be registered for tax purposes in any of those jurisdictions

This form is enabled as a fillable PDF, which means you can complete it on screen. If you would prefer to print and complete by hand, please ensure all the sections are completed in BLOCK CAPITALS and black ink.

Once you have completed and signed the application please send to your Business Manager. If you require any assistance please contact your Business Manager.

Please note: due to regulatory requirements you will be required to print out approximately 10 pages.

Ahead for Business 

# Business Credit Card Application Form

Limited Companies or  
Limited Liability Partnerships  
requesting up to 2 cardholders

Note to Bank staff: Please complete when 2 or less cards are requested.  
For requests of more than 2 cards, complete Business Credit Card Application RBS45647.

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If you would like this Business  
Credit Card information in large  
print, audio or Braille, please call  
our Helpline on 0345 301 6264\*

8am–6pm Monday to Friday and 9am–1pm on Saturday

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

## Business Credit Card

### Credit Card Agreement regulated by the Consumer Credit Act 1974

This is the Business Credit Card Agreement between The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St. Andrew Square, Edinburgh EH2 2YB and the Customer signing the application form.

KEY FINANCIAL INFORMATION	
<b>A. Business Credit Limit</b>	The Bank will set the monthly credit limit from time to time and will inform the Customer of what it is. The Cash Advance Limit is 50% of the Business Credit Limit unless we inform you otherwise.
<b>B. Repayment</b>	Each month the Customer must make at least the Minimum Payment shown on the monthly Statement by the payment due date shown on the Statement. A payment due on a non-business day, will be payable on the next business day (i.e. a weekday other than a national holiday). The Customer's first monthly Statement will normally be produced within one month of using the Business Account. The Minimum Payment will be either: <ol style="list-style-type: none"> <li>The greater of £5 or 5% of the full amount outstanding;</li> <li>The full amount, where the sum outstanding is less than £5; or</li> <li>The full outstanding balance in circumstances set out in Term 2.9.1 (b) and (c)               <ul style="list-style-type: none"> <li>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</li> <li>When we ask, you must immediately pay us any amount you owe over your Business Credit Limit.</li> </ul> </li> </ol>
<b>C. APR</b>	23.2% (variable).
OTHER FINANCIAL INFORMATION	
<b>D. Interest Rates and Payment Allocation</b>	<p>The Bank will charge interest at the following annual rates:</p> <ul style="list-style-type: none"> <li>Purchases (which includes any Annual Card Fees, Non-Sterling Transaction Fees, insurance premiums, fees charged to stop a cheque and any administrative charge for ancillary services) and Balance Transfers: 16.9% p.a. (variable)</li> <li>Cash Advances (which includes cash withdrawals, the purchase of foreign currency and travellers' cheques and money transfers) and cheques: 24.9% p.a. (variable)</li> </ul> <p>The Bank may make Special Offer rates available to the Customer from time to time after the Agreement is made. The Bank will provide details of the interest rate applicable to the Special Offer and any charges or fees which apply at the time of making the Special Offer available (see Terms 6.7 and 6.8).</p> <p>The interest rates are variable.</p> <p>The Bank will not charge interest on Purchases applied to the Business Account during a Statement period if the Customer pays the full outstanding balance shown on that Statement by the payment due date. The Bank will also not charge interest on over limit fees, Administration Fees or other fees which it may apply to the Business Account because the Customer is in breach of the Agreement.</p> <p>Interest is charged from the date the transaction or item is applied to the Business Account until full repayment is received or, in the case of Purchases, until the date of the first subsequent Statement for which the full outstanding balance is cleared by the payment due date if that is sooner.</p> <p>Interest charges for a Statement period are applied to the Business Account on the Statement date, except for any interest charges relating to Purchases which have been applied to the Business Account during the Statement period. These interest charges are applied instead on the next Statement date. Interest is calculated at the rates set out above on the average daily balance for each Statement period. Interest on interest and charges is payable at the same rate as applies to the transaction or item to which that interest or charge relates and from the day the interest or charges are applied to the Business Account.</p> <p>Payments received by the Bank are applied to transactions or items applied to the Business Account in the following order:</p> <ul style="list-style-type: none"> <li>Cheques, Cash Advances and any applicable interest, fees or charges;</li> <li>Purchases and any interest, fees or charges attracting the same interest rate as Purchases (shown on any Statement);</li> <li>Balance Transfers;</li> <li>Special Offers and any applicable interest or charges attracting the same interest rate as that Special Offer;</li> <li>Purchases and any applicable fees or charges attracting the same interest rate as Purchases (not yet shown on any Statement);</li> <li>Over limit fees, Administration Fees or other fees which it may apply to the Business Account because the Customer is in breach of the Agreement. (See also Term 4.4).</li> </ul>
<b>E. Total Charge for Credit</b>	£172.83 which comprises interest and the Annual Card Fee of £32, based on an example of £1,500 of Purchases (including the Annual Card Fee) repaid by 12 equal monthly repayments over one year (assuming only one card).
<b>F. Changes to this Agreement</b>	<p>We may from time to time change what we will charge you under this Agreement and other terms. We will give you at least two months' notice of any such changes (see also Condition 14.1).</p> <p>In calculating the APR no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.</p>
KEY INFORMATION	
<b>G. Other charges</b>	<p>The Bank will charge the Customer:</p> <ol style="list-style-type: none"> <li>£12 Administration Fee if the Minimum Payment is not received by the due date as described in section B above;</li> <li>£12 Administration Fee if a payment is returned unpaid;</li> <li>£12 if the Business Credit Limit is exceeded;</li> <li>£25 for each cheque returned unpaid;</li> <li>£25 for each request to stop a cheque;</li> <li>£32 Annual Card Fee for each additional card we provide;</li> <li>Non-Sterling Transaction Fees: 2.95% of each foreign exchange transaction (including purchase of foreign currency and travellers' cheques);</li> <li>an administrative charge for ancillary services (such as providing duplicate statements);</li> <li>a Cash Fee on Cash Advances which is 3% of the transaction amount (minimum charge £3); and</li> <li>a cheque Handling Fee on each cheque which is 2.5% of the cheque amount (minimum charge £2).</li> </ol>

<b>H. Your right to settle your Agreement Early</b>	If you wish, you may pay any amount at any time over and above the Minimum Payment or repay the full amount owed to us and if you do so you will not be required to end the Agreement. You can do this by making payment to us in the normal way and as notified to you on your Statement.
<b>I. Your right to Withdraw from the Agreement</b>	<p>You have a right to withdraw from the Agreement (without giving any reason). Your right of withdrawal will start on the day the Agreement is made (which is the day the Agreement is signed by us both) and it will end 14 days after the latest of the following:</p> <ol style="list-style-type: none"> <li>the day that the Agreement is signed by us both;</li> <li>the day that we first inform you of your credit limit; or</li> <li>the day that you receive an executed copy of the Agreement under section 63 of the Consumer Credit Act 1974.</li> </ol> <p>If you wish to withdraw from the Agreement you must tell us by calling us on 0345 301 6264 or by writing to us at The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.</p> <p>You must repay all of the credit provided to you under the Agreement without delay and in any event within 30 days of the day after the day that you tell us you wish to withdraw. You will also have to pay any interest which has accrued up to the date you repay the credit to us. Where credit is drawn down during the withdrawal period, we will notify you, on request and without delay, of the amount of interest that is payable per day.</p>

#### MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

#### IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Bank cannot enforce this agreement without getting a court order. The Act also gives you a number of rights:

- You can settle this agreement at any time by giving notice and paying off the amount you owe under the agreement.
- You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe.
- If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the Bank or both.
- If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

#### THEFT, LOSS OR MISUSE OF THE CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc.

The Agreement comprises sections A to I above together with the Business Card General Terms. The Customer can request a copy of the Agreement at any time during the duration of the Agreement.

The statutory notices and references to the Consumer Credit Act 1974 are only applicable to agreements governed by the Act and are not therefore relevant to:

- limited companies;
- partnerships with 4 or more partners;
- partnerships of 2 or 3 partners all of whom are incorporated; or
- sole traders or partnerships of 2 or 3 partners (not all of whom are incorporated) where the credit limit exceeds £25,000 and the Bank expects the Customer to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement. **The above notices in H, I and "Important – Read This Carefully To Find Out About Your Rights", will not apply.**

#### Business Card General Terms

##### 1. Issue of cards and cheques

- When the Customer enters into this Agreement, the Bank agrees to issue a single card to the Customer for use with the Business Account. The Customer may apply for the Bank to issue cards to nominated Cardholders named in the application form or at any time nominated by the Customer. The Bank may at its sole discretion choose whether or not to issue a card to a nominated Cardholder. The Customer authorises the Bank to issue a card and a PIN to a nominated Cardholder. The Customer authorises each such Cardholder to use the card and authorise transactions 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.
- Cards can be used for the purchase of goods and services where the logo shown on the card is displayed.
  - The Bank will open, in the name of the Customer:
    - an Account for each card.
    - a Business Account consolidating all the Accounts.
  - 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 so long as the Business Credit Limit is not exceeded.
- The Customer will appoint an Authorised Signatory who can request changes to Customer or Cardholder details by fax or in writing. This includes requests for new cards and for changes to the Business Credit Limit.
- 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 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 Bank will 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 will immediately notify the Bank of any change of name, address, telephone number or email (where applicable). If the Customer notifies the Bank by telephone, the Bank may ask the Customer to confirm any notice in writing.
- The Bank may agree to supply cheques for use by a Cardholder on written request by an Authorised Signatory or in accordance with the authority held by the Bank. Each cheque will bear the names of the Customer and the Cardholder. Only the named Cardholder can use a cheque.



- 1.10 The Bank enables the card to be used to make Cash Advances (i.e. to withdraw cash, obtain foreign currency and travellers' cheques and to make money transfers) unless the Customer has notified the Bank that it does not want these facilities to be available to it. 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.
- 1.11 Unless expressly stated, any products, additional features or benefits made available to the Customer and/or Cardholder(s) do not form part of the Agreement and the Bank may withdraw them at any 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;
  - signing a sales voucher;
  - providing the card details and/or providing any other details requested;
  - 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 preauthorising 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;
- 2.1.3 orally or in writing provides the card details to the Bank or the Bank's representative and requests a Balance Transfer, Cash Advance or money transfer from the Account;
- 2.1.4 presents (including by sending) a completed cheque bearing the card details to any person.
- 2.2 In the event that a card transaction has not been authorised, the Customer or Cardholder may authorise a transaction after it has been made by providing its consent to the transaction orally or in writing.
- 2.3 Authorisation for a card transaction may not be withdrawn (or revoked) by the Customer or the Cardholder after the time it is provided by the Cardholder. However, the following transactions may be withdrawn at a later date as follows:
- 2.3.1 any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
- 2.3.2 recurring transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 If a Card transaction is authorised by the Bank, that transaction will 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.
- 2.5 A transaction (the payment order) will be received as follows:
- 2.5.1 For purchases and ATM transactions, at the time the Bank receives the transaction instruction from the merchant acquirer or ATM operator;
- 2.5.2 For Balance Transfers or other 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 6 pm, 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 you.
- Cardholder usage**
- 2.6 The Customer will ensure each Cardholder only uses cards and cheques for business purposes and:
- complies with the Agreement and any security measures advised by the Bank;
  - does not exceed their relevant Cardholder Credit Limit;
  - does not exceed their Cash Advance Limit;
  - discloses the card number to third parties only in order to carry out a card transaction;
  - signs any card issued immediately on receipt;
  - memorises any PIN issued by the Bank for use with a card, destroys the notification slip immediately, never record the PIN in a way that might be recognised by someone else and does not disclose the PIN to any person;
  - takes reasonable care of the card and cheques;
  - does not write cheques for cash; and
  - does not use a card or cheque while it is suspended, after it has been cancelled or in breach of any restriction.
- Customer obligations in relation to the card**
- 2.7 The Customer will:
- 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.
  - notify the Bank immediately of any change to a Cardholder's or the Customer's details.
  - 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.
  - return to the Bank or destroy cards and cheques, where a Cardholder is no longer permitted to use them.
  - notify all suppliers with a continuing payment authority that a card has been cancelled.
- 2.8 The Customer may be entitled to claim a refund in relation to transactions where:
- a card transaction was not authorised under this Agreement;
  - the Bank is responsible for a card transaction which was incorrectly executed and the Customer or Cardholder notified the Bank in accordance with Condition 2.7.3;
  - 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
  - it is made more than 8 weeks after being debited to the Account.
- 2.9 The Bank may at any time (and in accordance with such notice as may be required by this Agreement or under statute):
- 2.9.1 suspend, restrict or terminate a Cardholder's use of a card and cheques or refuse to issue or replace a card or cheques and/or reduce any agreed credit limit and/or advance limit if it reasonably considers it necessary for reasons relating to the following:
- the Bank is concerned about the security of the Account;
  - the Bank suspects the Account is being used or might be used in breach of this Agreement or in an unauthorised or fraudulent manner; and
  - 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 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 in any jurisdiction, except as part of a re-organisation 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;
    - 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.
- 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.
- 2.9.2 refuse to authorise a card transaction for any of the following reasons:
- any of the reasons set out in 2.9.1;
  - if there is insufficient credit limit available on the Account to cover the amount of the transaction;
  - in the event of systems or software failures or errors;
  - 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;
  - 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 **0345 301 6264**, Text Relay 18001 0345 301 6264 (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.
- 2.10 The Bank is not liable if any retailer, bank, cash terminal or other machine will not accept a card or convenience cheques nor will it be responsible in any way for the goods, services or information supplied to the Customer or Cardholder except to the extent that the Bank has joint and several liability under the Consumer Credit Act 1974.
- 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 payment scheme member.
- 2.12 The Bank may allow a Balance Transfer, from another card to a card Account. If so, the Bank will state the interest rate, any charges, the applicable period and any additional terms which apply. There is a minimum amount of £100 for all Balance Transfers.
- 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 **0370 6000 459**, International **+44 1268 500 813** (24 hours – calls may be recorded), minicom 0370 154 1192, if the Customer knows or suspects that a:
- card or cheque is lost or stolen;
  - PIN or password is known to an unauthorised person;
  - 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 or 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 **01268 508020**, Text Relay **18001 01268 508020**.
- 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:
- for Balance Transfers or other transactions initiated by the Bank unless the person to whom funds were sent is proved to have made the error;
  - for Purchases and Cash Advances, if it can be proved that the Bank received the payment order.
- 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.
- 4.2 The Statement will show:
- information relating to each card transaction which will enable it to be identified;
  - the amount of the card transaction shown in the currency in which the transaction was paid or debited to the account;
  - the amount of charges for the transaction and the interest payable;
  - any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;
  - the date the transaction is authorised and posted on to the Account.
- 4.3 The Bank reserves the right not to issue a Statement if there is a nil balance and there have been no entries since the last Statement.
- 4.4 The Statement will constitute a demand for payment. The Customer's first monthly Statement will normally be produced within one month of using the Business Account. Each month the Customer must pay the Minimum Payment by the payment due date shown on the Statement which is generally 14 days after the Statement date. A payment due on a non-business day will be payable on the next business day (i.e. by a weekday other than a national holiday). The Customer is required to pay, without further demand being made, any arrears from the previous Statements. The Bank may include the amount of any arrears in Statements and arrears may be added to the amount required that month to show the total amount the Customer must pay to the Bank. 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  
Unless the Bank waives this requirement, payment shall be made by the Customer presenting to its bank a request for payment by Direct Debit and immediately and irrevocably authorising its bank to pay all such requests upon presentation at all times during the continuance of this Agreement. The Customer's Direct Debit will be collected from its Business Current Account with the Bank or such other current account as the Bank agrees.
- 4.5 Payment will only be treated as having been made when cleared funds have reached the Business Account and are applied to the transactions or items applied to the Business Account in the following order:
- Cheques, Cash Advances and any applicable interest, fees or charges;
  - Purchases and any interest, fees or charges attracting the same interest rate as Purchases (shown on any Statement);
  - Balance Transfers;
  - Special Offers and any applicable interest or charges attracting the same interest rate as that Special Offer;
  - Purchases and any applicable fees or charges attracting the same interest rate as Purchases (not yet shown on any Statement);
  - Over limit fees, Administration Fees or other fees which it may apply to the Business Account because the Customer is in breach of the Agreement.
- 4.6 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 may vary from time to time and the current amount of the charge is stated on our website – search RBS Business Credit Card.
- 5. Set-off and tax**
- 5.1 The Bank may at any time and without notice (subject to any provisions for the protection of a debtor afforded by statute) set-off the outstanding balance on the Business Account and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency) held with the Bank. The Bank may also, on the occurrence of any of the events referred to in Condition 2.9.1 (c), or upon termination in accordance with Condition 7.1, combine the Business Account with any other account(s) of the Business held with the Bank.
- 5.2 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 Agreement or as advised to the Customer.
- 6.2 Interest will be charged at the variable interest rates set out in section D of the Agreement (or such other rates as are notified to the Business from time to time).
- 6.3 The Bank will not charge interest on Purchases applied to the Business Account during a Statement period if the Customer pays the full outstanding balance shown on that Statement by the payment due date. The Bank will also not charge interest on over limit fees, Administration Fees or other fees which it may apply to the Business Account because the Customer is in breach of the Agreement.
- 6.4 Interest is charged from the date the transaction or item is applied to the Business Account until full repayment is received or, in the case of Purchases, until the date of the first subsequent Statement for which the full outstanding balance is cleared by the payment due date if that is sooner.
- 6.5 Interest charges for a Statement period are applied to the Business Account on the Statement date, except for any interest charges relating to Purchases which have been applied to the Business Account during the Statement period. These interest charges are applied instead on the next Statement date. Interest is calculated at the rates set out above on the average daily balance for each Statement period. Interest on interest and charges is payable at the same rate as applies to the transaction or item to which that interest or charge relates and from the day the interest or charges are applied to the Business Account.
- 6.6 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 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 the payment scheme after that date. To see the up-to-date rates used please visit [mastercard.com/global](http://mastercard.com/global) or [visa-europe.com](http://visa-europe.com). 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 section G of the Agreement (or such other rates as are notified to the Business from time to time).
- 6.7 The Bank may charge the Customer a reduced promotional rate on all or some transactions instead of the standard rate (Special Offer). The Bank will notify the Customer of this. If the Customer breaches the Agreement, the Bank may withdraw the Special Offer and the benefits the Customer would otherwise have received for the remaining period for which the Special Offer would have applied. The then applicable standard interest rates will then apply to the transactions carried out under the terms of the Special Offer.
- 6.8 If the Customer accepts a Special Offer, the rate notified to the Customer by the Bank as being the rate applicable to the Special Offer will apply for the period specified in the terms of the Special Offer. After that the interest rate applicable to transactions carried out under the terms of the Special Offer will revert to the then applicable standard interest rate.
- 6.9 The Bank may agree a payment holiday allowing the Customer to miss one or more monthly payments. If this happens, interest will still be charged on the balance on the Business Account but no Administration Fee will be charged.
- 7. Termination**
- 7.1 The Agreement will continue indefinitely unless terminated. The Bank may terminate the Agreement for any reason, including for convenience or 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.
- 7.2 If the Customer is in material breach of the Agreement, the Bank shall be entitled to terminate the Agreement on giving written notice to the Customer and any such notice shall comply with any legal requirement including any requirement under the Consumer Credit Act 1974.
- 8. Consequences of termination**
- 8.1 On termination of the Agreement:
- 8.1.1 any balance, interest and outstanding fees 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 the Customer under the terms of this Agreement which terms will continue in effect notwithstanding the termination;
- 8.1.2 all cards and cheques will be cancelled;
- 8.1.3 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.
- 8.2 Termination of the Agreement will not affect:
- 8.2.1 the rights or liabilities of either party accrued to the date of termination;
- 8.2.2 any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement.
- 9. Exclusions**
- 9.1 The Bank is not liable for loss arising from:
- 9.1.1 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
- 9.1.2 the Bank's compliance with legal or regulatory requirements; or
- 9.1.3 loss or corruption of data unless caused by the Bank's negligence or wilful default.
- 9.2 The Bank is not liable for:
- 9.2.1 business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
- 9.2.2 any indirect or consequential loss.
- 9.3 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 the Business Card.
- 9.4 Nothing in the Agreement excludes liability for fraudulent misrepresentation, death or personal injury.
- 10. 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.
- 11. Transfers**
- 11.1 The Bank may allow any person to take over any of its rights and duties under the Agreement. 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.
- 11.2 The Customer may not transfer the benefit of the Agreement.
- 12. 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.
- 13. Severability**
- 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.
- 14. Changes**
- 14.1 The Bank may unilaterally change any of these terms, including, but not limited to, the interest rate and any fees or charges (and for the avoidance of doubt this includes introducing new fees or charges), 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.
- 14.2 The Bank may apply changes to the payment scheme's exchange rate (as applicable) immediately. The Bank may also make changes to interest rates which are more favourable to the Customer immediately and without any notification.
- 14.3 The Bank may change the Business Credit Limit and the Cardholder Credit Limit at any time. The Bank will only reduce these limits for a good reason, for example the Customer's circumstances change or because the Bank's assessment of the risks of lending changes. If the Bank increases the Business Credit Limit and/or Cardholder Credit Limit, it will give at least 30 days notice of any changes. The Customer can inform the Bank at any time if it wants a lower Business Credit Limit and/or Cardholder Credit Limit, including the right to refuse a Business Credit Limit increase proposed by the Bank. The Customer may also inform the Bank if it does not wish to receive any credit limit increases in the future.
- 15. Notices**
- 15.1 All notices and other communications must be in writing in English unless expressly permitted to be oral under this Agreement or by statute.
- 15.2 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 electronically where the parties agree.
- 15.3 A notice or communication by the Bank will be effective at the time of personal 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 6.00 p.m. on a Business Day, or otherwise on the next Business Day.
- 15.4 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, PO Box 5747, Southend-on-Sea SS1 9AJ and will be effective on receipt.
- 16. Law, jurisdiction and Customer's eligibility**
- 16.1 These Business Card General 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 the 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 non-exclusive jurisdiction of the Scottish Courts.
- 16.2 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.
- Your Information**
- 17. 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](http://rbs.com) and click on 'About Us', or contact your branch or Relationship Manager.
- 18. The information we hold about you**
- Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:
- (a) information you give to us;
  - (b) 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);
  - (c) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
  - (d) 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).
- 19. Accessing your information**
- 19.1 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.

- 19.2 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 0345 3016264.
- 20. 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.
- 21. How we use and share your information with other RBS companies**  
We may use and share your information with other RBS companies. This 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 for risk reporting 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.
- 22. Sharing with third parties**
- 22.1 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;
  - 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.
- 22.2 We will not share your information with third parties for marketing purposes.
- 23. 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.
- 24. 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 0345 301 6264.
- 25. Communications about your account**
- 25.1 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.
- 25.2 We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in 21 above.
- 26. Credit reference and fraud prevention agencies**
- 26.1 We may access and use information from credit reference agencies when you open your account and periodically to:
- manage and take decisions about your accounts;
  - prevent fraud and money laundering;
  - check your identity; and
  - trace debtors and recover debts.
- 26.2 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.
- 26.3 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.
- 26.4 We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- applications and managing creditor or other facilities and recovering debt;
  - insurance proposals and claims; or
  - details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- 26.5 If you would like a copy of your information held by the credit reference and fraud prevention agencies we use, please call 0345 301 6264 where you can obtain their contact details. The agencies may charge a fee.
- 27. 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.
- 28. 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](http://www.rbs.co.uk/global/security.ashx)
- 29. Regulatory information**
- 29.1 We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Authorised number 114724.
- 29.2 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 Business Manager.
- 29.3 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.
- 29.4 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch or your Business Manager. Alternatively, you can write to Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE or telephone 0300 123 9123.

## 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 The Royal Bank of Scotland plc will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request The Royal Bank of Scotland plc 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 The Royal Bank of Scotland plc 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 The Royal Bank of Scotland plc 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.

<b>SUMMARY BOX</b>			
The information contained in this table summarises key product features and is not intended to replace any terms and conditions.			
<b>Purchase APR</b>	<b>Representative 23.2% APR (Variable)</b>		
<b>Interest rates</b>		<b>Monthly Rate</b>	<b>Annual Rate</b>
	Purchases	1.408%	16.9%
	Balance Transfers	1.408%	16.9%
	Cash Advances	2.075%	24.9%
<b>Interest free period</b>	<ul style="list-style-type: none"> <li>●Maximum 45 days for purchases if you pay your balance in full and on time.</li> <li>●No interest-free period on Balance Transfers and Cash Advances.</li> </ul>		
<b>Interest charging information</b>	You will not pay interest on new purchases shown on your statement if you pay your balance in full and on time. Otherwise, the period over which interest is charged will be as follows:		
		<b>From</b>	<b>Until</b>
	Purchases	date debited to your account	paid in full or the date of the first statement you pay in full and on time if that is sooner
	Cash Advances	date debited to your account	paid in full
	Balance Transfers	date debited to your account	paid in full
<b>Allocation of payments</b>	<p>If you do not pay off your balance in full, payments the Bank receives are applied towards the repayment of the items on the Business Account in the following order:</p> <ul style="list-style-type: none"> <li>●Cash Advances and any applicable interest, fees or charges;</li> <li>●Purchases and any interest, fees or charges attracting the same interest rate as Purchases (shown on any Statement);</li> <li>●Balance Transfers;</li> <li>●Special Offers and any applicable interest or charges attracting the same interest rate as that Special Offer;</li> <li>●Purchases and any applicable fees or charges attracting the same interest rate as Purchases (not yet shown on any Statement);</li> <li>●Over limit fees, Administration Fees or other fees which it may apply to the Business Account because the Customer is in breach of the Agreement.</li> </ul> <p>For further details, please refer to your Business Credit Card Agreement (section D) and the Business Card General Terms</p>		
<b>Minimum repayment</b>	5% or £5, whichever is greater. If you only make the minimum payment it will take longer and cost more to clear your balance.		
<b>Credit limit</b>	Minimum credit limit	£500	
	Maximum credit limit	Subject to status	
<b>Fees</b>	Annual Card Fee (for each card issued) £32. For further details, please refer to your Business Credit Card Agreement (section E and G) and the Business Card General Terms.		
<b>Charges</b>	Cash advances: a Cash Fee of 3%, minimum £3.00. For further details, please refer to your Business Credit Card Agreement (section G) and the Business Card General Terms.		
<b>Foreign Usage</b>	Transactions in foreign currencies (including purchase of foreign currency and travellers' cheques): Non-Sterling Transaction Fee of 2.95%. Where the transaction is a non-Sterling Cash Advance you will also be charged the Cash Fee as above. To see the up-to-date rates used please visit <a href="https://www.mastercard.com/global">mastercard.com/global</a> . For further details, please refer to your Business Credit Card Agreement (section G) and the Business Card General Terms.		
<b>Default charges</b>	Over limit fee	£12.00	
	Administration Fee: If the Minimum Payment is not received by the due date	£12.00	
	Administration Fee: If a payment is returned unpaid	£12.00	

## RBS Business Card

### Important – Please Read

#### Business Credit Card Insurance Eligibility Assessment

The Business Credit Card facility includes complimentary Travel Accident insurance at no additional cost.

We have set out some of the key conditions and exclusions which may affect your eligibility for this insurance benefit below. It remains active for as long as your card programme is active or until you are no longer eligible for the benefit, whichever is earlier. This does not contain all conditions, limitations and exclusions. **It is important that you read the terms and conditions for the benefit detailed in the “Your Insurance Policies” document in full in order to determine whether it is suitable for you.**

#### Travel Accident Insurance – ACE European Group Ltd.

##### Are you eligible?

- 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.

##### Key Exclusions and Limitations

- This insurance offers cover in respect of business trips outside the UK (or the Insured Person's normal country of residence if different) only. Cover commences from the time of departure from home or place of business whichever is left last until return thereto whichever is reached first, subject to a maximum single trip duration of 90 days.
- At least 50% of the travel costs relating to the journey must be charged to the Business Credit Card.
- Claims arising out of any trip in, to or through Cuba.

### Your insurance policy

We cannot provide advice or recommendations regarding the insurance product provided with your account. You will need to make your own choice on how to proceed. You are entitled, at any time, to request information regarding any commission which the Bank may have received in respect of this insurance product by calling 0345 301 6264 (Minicom 0800 404 6161).

##### Please note:

1. 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 Business Credit Card programme we offer insurance from ACE European Group Limited.
3. You will not receive advice or recommendations from us in respect of the insurance detailed in this booklet. You will need to make your own choice on how to proceed.
4. You will not have to pay a fee for our services in respect of the insurance detailed in this booklet.
5. The Royal Bank of Scotland plc, 36 St. Andrew Square, Edinburgh EH2 2YB 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](http://fca.org.uk/register) or by contacting the FCA on 0800 111 6768.
6. 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 909 3701. Minicom 0370 154 1192.  
If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
7. We are 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 909 3701 (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 Accident Insurance – at no extra cost

#### 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 Accident Insurance coverage as described in the Policy.

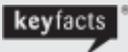
#### Statement of Price

RBS Travel Accident Insurance is provided with your Business Card for 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

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

Up to a maximum of £50,000 per person will be payable to you, your partner or your dependent children under age 23 in the event of their suffering accidental death (limited to £3,000 for children) or permanent disability as defined in the Policy Document, whilst travelling on licensed public transport or in a hired car when all or part of the fare and at least 50% of the travel costs relating to the Journey\* are charged to your RBS Business Card.

\***Journey** – business travel outside the United Kingdom (or the Insured Person's normal country of residence if different), commencing from the time of departure from home or place of business whichever is left last until return thereto whichever is reached first, subject to a maximum duration of 90 days for any one trip.

#### Duration of Cover

Cover begins as soon as the Employing Company's application has been accepted by RBS. Cover continues automatically as long as i) the Employing Company maintains the RBS Business Card Account; ii) the Business Card Cardholder remains an employee of the Company; and iii) 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.

#### Significant or unusual exclusions or limits

These exclusions apply:

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

#### Cancellation:

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

#### How to Claim

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

ACE's contact details are:

Claims Department, Postal address: PO Box 4511, Dunstable LU6 9AQ  
Telephone: 0845 841 0059  
International: +44 (0) 141 285 2999  
Facsimile: +44 (0) 141 285 2901  
E-mail [ah.claims@acegroup.com](mailto:ah.claims@acegroup.com)

#### Complaints Procedures

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

- a) The Royal Bank of Scotland plc, Commercial Cards,  
PO Box 5747,  
Southend-on-Sea,  
Essex  
SS1 9AJ

Telephone: 0370 909 3701

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

- b) 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](mailto:customerrelations@acegroup.com)

- c) 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://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 that ACE is unable to meet its liabilities the Insured Person may be entitled to compensation under the **Financial Services Compensation Scheme (FSCS)**.

**Their contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.**

Phone: 0800 678 1100 or 020 7741 4100. Fax: 020 7741 4101.

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)



# Business Credit Card

## Limited Companies or Limited Liability Partnerships

Please complete ALL sections in BLOCK CAPITALS and BLACK ink, or your application may be delayed.

- Only to be signed by the business owner named on the Business Current Account.
- 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.

RBS subscribes to the Lending Code. The Code can be found at [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

### 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

Business name in full	<input type="text"/>	Company Registration Number	<input type="text"/>
Business name as you wish it to appear on the card	<input type="text"/>	Average turnover per annum	£ <input type="text"/>
Business address for all correspondence	<input type="text"/>	Time in business (years)	<input type="text"/>
Postcode	<input type="text"/>	Business contact no. (inc STD code)	<input type="text"/>
		Mobile phone no.	<input type="text"/>
		Email address	<input type="text"/>
		Sort code	<input type="text"/>
		Date business account opened	<input type="text"/>
		Account number	<input type="text"/>
		Preferred statement date (between 3rd to 28th of month)	<input type="text"/>
		No. of employees	<input type="text"/>

### 2. Personal & financial details – Director 1/Partner 1 (Must be an owner of the business)

Title	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Other, (please specify) <input type="text"/>	Home phone no. (inc STD code)	<input type="text"/>
First name	<input type="text"/>	Address	<input type="text"/>
Middle name(s) (in full)	<input type="text"/>	Postcode	<input type="text"/>
Surname	<input type="text"/>	Date moved to previous address	<input type="text"/>
Date of birth (mandatory field)	<input type="text"/>	Name of principal Bank/Building Society	<input type="text"/>
Nationality (mandatory field)	<input type="text"/>	Sort code	<input type="text"/>
Security password (memorable word)	<input type="text"/>	Date account opened	<input type="text"/>
Are you?	Home owner <input type="checkbox"/> Private tenant <input type="checkbox"/> Council tenant <input type="checkbox"/> Living with parents <input type="checkbox"/> Other <input type="checkbox"/>	No. of credit cards and/or store cards held	<input type="text"/>
Home address	<input type="text"/>	Previous year's gross personal annual income (mandatory field)	£ <input type="text"/>
Postcode	<input type="text"/>		
Date moved to present address (mandatory field)	<input type="text"/>		

### Please complete personal financial information for Director 1/Partner 1

**OPTIONAL SECTION: Personal details Director 2/Partner 2 (Must be an owner of the business)**

Where a 2nd card is requested, the cardholder must sign the agreement.  
Please note a second card is only available to Card Accounts granted £1000+ Credit Limits.

Title	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Other, (please specify) <input type="text"/>	Home address	<input type="text"/>
First name	<input type="text"/>	Postcode	<input type="text"/>
Middle name(s) (in full)	<input type="text"/>	Telephone number	<input type="text"/>
Surname	<input type="text"/>	Security password (memorable word)	<input type="text"/>
Date of birth (mandatory field)	<input type="text"/>		
Nationality (mandatory field)	<input type="text"/>		

### Declaration

#### How we will use and share your information

##### (a) Credit reference and fraud prevention agencies

We may request information about 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.

**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.

**Application Agreement**

The parties to this agreement are The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS19 9AJ whose head office is at 36 St. Andrew Square, Edinburgh EH2 2YB and the Customer whose name appears in the first section of this application and agreement form.

**Important:** Please note that by signing below, you (the Customer) are agreeing to the accompanying Business Credit Card Terms and Conditions including the Business Credit Card Credit Agreement and the Business Card General Terms. You are requesting the Bank to issue a Business Credit Card to the person(s) named overleaf. Please ensure you have read all of this information carefully before signing and contact us in advance if you have any questions.

In case of a limited Company the application must be made and signed by at least two directors if the company has two or more directors, or by the sole director if the company has only one director. In case of a limited liability partnership (LLP), the application must be made and signed by two members of the LLP.

The Bank is authorised to accept telephone instructions in relation to the Agreement when the instructions appear to be given to the Bank by the Customer.

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Signature of Director 1/Partner 1\*

Date of signature

8

Signature of Director 2/Partner 2\*

Date of signature

The Customer is applying to the Bank to open a Business Credit Card account under which cards will be issued to Cardholders authorised by the Customer. Cards will be capable of being used to make purchases and obtain cash from those within the payment scheme indicated on the cards.

\*Signed in accordance with the authority held by the Bank.

**Insurance Eligibility**

I confirm the eligibility criteria and the key exclusions and conditions of this insurance policy have been drawn to my attention and that, on this basis, I wish to proceed with my application for a Business Credit Card.

To be signed in accordance with the authority held by the Bank.

8

Signature of Director 1/Partner 1

Date of signature

8

Signature of Director 2/Partner 2

Date of signature

**Direct Debit details PLEASE ENSURE YOU COMPLETE THE DIRECT DEBIT INSTRUCTIONS BELOW.**

The minimum monthly payment (5% of the outstanding balance or £5 whichever is greater) or full monthly payment will be collected by Direct Debit from your business account. Any amounts owed over your Business Credit limit will also be collected by Direct Debit from your Business Account – see Section B Repayment in the Terms and Conditions booklet for full details.

Direct Debit payments are subject to the safeguard assured by the Direct Debit Guarantee. Please refer to Page 4 in this brochure.

Please tick the appropriate Direct Debit option (if no box is ticked, we will set your account up as a Minimum Payment):  Minimum Payment  Full Payment



Please fill in the whole form using a ball point pen and send to – Application Processing Centre, Ashford, Middlesex TW15 1HR.

Name(s) of account holder(s)

Branch sort code

Bank/building society account number

**Instructions to your bank or building society**

Please pay The Royal Bank of Scotland plc Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with The Royal Bank of Scotland plc and if so, details will be passed electronically to my bank/building society.

Signature(s)  
8  
Date

**Instruction to your bank or building society to pay by Direct Debit**



Service user number

**FOR The Royal Bank of Scotland plc OFFICIAL USE ONLY**

This is not part of the instruction to your bank or building society.

New Business Credit Card Customers: We will complete the reference number when your account/card is opened.

Monthly payments: The actual amount and date the Direct Debit will be collected will be shown on each monthly statement.

Reference

Banks and building societies may not accept Direct Debit Instructions for some types of Account

