

Terms of Use

Please read these Terms of Use carefully before using Coutts Online Verification.

- “You”, “your” or “yours” refers to the user of Coutts Online Verification.
- “We,” “us,” or “our” means Coutts & Co.
- “Merchant” means any person or company who owns or manages or operates the merchant establishment through a physical establishment and/or a website.
- “Passcode” means an automatically generated sequence of characters we may supply to you for use with the card when making transactions online.

1. ACCEPTANCE OF TERMS

- (a) By using the Coutts Online Verification service (the “Service”), you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your card and any security measures provided by us from time to time for online shopping or the Service.
- (b) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, Coutts Online Verification (or any part thereof) with at least 30 days’ notice to you.

2. DESCRIPTION OF THE SERVICE

- a) When engaging in an online transaction for which the Service is applicable, you might be required to enter a Passcode sent to you via text message or email before the Merchant accepts your card to pay for the transactions. If you cannot provide the Passcode or the authentication through the Service fails, the Merchant may not accept your card to pay for the transactions concerned. We will not be liable for any Merchant's refusal to accept your card for the said payment for any reason whatsoever.
- b) Cardholders will be responsible for the accuracy of his/her personal details provided by him/her to the Bank. Cardholders must inform the Bank immediately of any change in his/her contact details.
- c) Coutts & Co will not be liable for any or all losses, damage, expenses, fees costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of a Passcode; (b) the non-receipt of a passcode; (c) inaccurate or incomplete content in a Passcode; (d) reliance on or use of the information provided in a Passcode for any purpose; or (e) any third party, whether authorised or not, obtaining cardholder account information contained in the Passcode by accessing the cardholder’s mobile phone.
- d) You are fully responsible and liable for all transactions made by using the Service.
- e) You must not allow any unauthorised access or any other person access to the card and Passcode used for accessing the Service.
- f) You are to keep the Passcode secret at all times and must not disclose it to any person or write it down or record it in a manner that could result in its disclosure or misuse.
- g) If you discover that your card details or the Passcode may have been used in an unauthorised way, you must notify us as soon as reasonably practicable by calling Coutts Card Services on +44 20 7309 0045.

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- h) You accept that you are responsible for the use of the Service and agree to act prudently and in good faith, including by taking the measures listed above to safeguard the security of the Service and the Passcode. You must also follow our security recommendations (copies of which are provided on our website) and any other notices relating to the Service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.

3. YOUR INFORMATION

Please note that we will use your information in accordance with the clause headed 'Your Information' which forms part of the terms and conditions of your existing agreement with us and which can be identified by the above symbol. If you require a copy of that clause, please ask us.

4. RESPONSIBILITY

You understand that you are financially responsible for your use of Coutts Online Verification.

5. THE LENDING CODE

We subscribe to the Lending Code. Full details of the Code are available from the following website:
<http://www.lendingstandardsboard.org.uk>.

6. COMPLAINT PROCEDURE

If you are not satisfied with any of our products or services, we have a complaint handling procedure that you can use to resolve such matters. A leaflet giving details of the procedure can be obtained from any of our UK offices or by telephoning us.

We are a member of The Financial Ombudsman Service in the UK. If you are still not satisfied after following our procedure, you can ask the Ombudsman to review the complaint. You can find out more about The Financial Ombudsman Service in a leaflet which is available from any of our UK offices or by telephoning us. Alternatively, you can write to:
The Financial Ombudsman Service at Exchange Tower, London E14 9SR.
Telephone: 0800 023 4567. Website: www.financial-ombudsman.org.uk.

7. GOVERNING LAW

If your address is in Scotland, Scottish law applies to this agreement. If you live elsewhere, English law applies to this agreement. Unless agreed otherwise court proceedings concerning this agreement shall be raised in the Courts of England and Wales or Scotland.

8. TELEPHONE CALLS

We may monitor or record telephone calls for security or training purposes and to maintain and improve our service.

9. COMPANY REGISTRATION DETAILS

Coutts & Co, Registered in England No 36695. Registered Office: 440 Strand, London WC2R 0QS.