

# Personal Banking Terms and Conditions



Please read these Terms and Conditions carefully and retain them for future reference.

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## A. General Account Terms and Conditions

Section A sets out the general conditions which apply to the following Accounts:

- Current
- ufirst
- ufirstgold
- Dual
- Step
- Adapt
- Students
- Graduates
- Easy Access
- Special Interest Deposit Account
- ufirst Savings
- urFirst
- urMoney
- Pathway
- Money Desk Deposit
- eSavings
- eSavings Plus

Section B sets out Terms and Conditions in relation to the Payments Services (apart from Card Payments) which are available on your Account.

Section C sets out Additional Terms and Conditions for Current Accounts.

Section D sets out Additional Terms and Conditions for Savings Accounts.

Section E sets out Terms and Conditions in relation to your serviceCARD/debitCARD/cashCARD.

Section F sets out Terms and Conditions for Anytime Internet and Telephone Banking.

Section G sets out further General Terms and Conditions in relation to your Account.

### Accounts no longer on sale

We have a number of accounts that are no longer on sale. These include the following:

- Current Plus
- Facility
- Instant Access Plus
- Reward Reserve
- Reserve 30
- Reserve 90
- 55 Plus Savings
- Personal Savings
- RSVP Anytime
- ECB Rate Linked Deposit
- Regular Savings
- Access Plus
- Bonus Saver

The terms and conditions applicable to these accounts are contained in another brochure, **"Personal Banking Products – No longer available for new customers"**, which is available from any branch.

## 1 Our Dealings with You

- 1.1 When You sign the Account application form, You accept all these Terms and Conditions. Our booklets **"A Guide to Personal Accounts Fees and Interest"** and **"A Guide to our Personal Accounts"** available from any of our branches, as varied from time to time in accordance with Condition 7 in Section A, form part of these Terms and Conditions and should be read with them. Please also see the other information provided in connection with the operation of your Account from time to time.
- 1.2 All of the Accounts that We offer to personal customers are categorised as either 'Payment Accounts' or 'non-Payment Accounts'. Unless a General Condition says otherwise, it applies to both Payment Accounts and non-Payment Accounts.

## 2 Definitions

- 2.1 "Account" means the Account(s) with us in your name.
- 2.2 "Anytime Internet Banking" means our online banking service (accessible by means of the Internet) which You may use to view and/or access your Account.

- 2.3 “BIC” means a valid Bank Identification Code.
- 2.4 “Business Day” means a day other than a Saturday, Sunday or Irish bank or public holiday and where We are open for business for the purposes of providing Payment Services.
- 2.5 “consent” means where You authorise us to execute a Payment Service on your behalf.
- 2.6 “Cut off time” means the end of day Cut off times for the Payment Services available to You, which Cut off times are set out in our booklet **“A Guide to our Personal Accounts”**.
- 2.7 “EEA” means the EU Member States together with Norway, Liechtenstein and Iceland.
- 2.8 “ECB” means European Central Bank.
- 2.9 “Group” means the Royal Bank of Scotland group of companies, of which We are a member.
- 2.10 “IBAN” means an International Bank Account Number.
- 2.11 “Non-Payment Account” means the Money Desk Deposit Account.
- 2.12 “Originator” means the entity or person to whom You consent to payments on foot of direct debits being made in the direct debit mandate or the SEPA direct debit mandate.
- 2.13 “Payee” means the person to whom any payments made by You are to be made.
- 2.14 “Payer” means the person who requests that the Payment Service Provider make the payment.
- 2.15 “Payment Accounts” means any Accounts which You have with us with the exception of the Money Desk Deposit.
- 2.16 “Payment Services” means the Payment Services available on your Account which services are (i) credit transfers; (ii) SEPA credit transfers; (iii) SWIFT credit transfers; (iv) standing orders; (v) direct debits; (vi) SEPA direct debits once We have notified You that they are available; (vii) your serviceCARD/debitCARD/cashCARD and all services available through use of these cards; (viii) GIRO Euro Credits; (ix) cash lodgements in all branches; (x) cash withdrawals in all branches and any other payment services made available by us from time to time which payment services will only be made available by us on Business Days.
- 2.17 “Payment Services Directive” means Directive 2007/64/EC of 13 November 2007 on payment services in the internal market.
- 2.18 “Payment Service Provider” means an entity which provides payment services within the meaning of the Payment Services Directive for example a credit institution or a payment institution.
- 2.19 “Scheduled debit date” means the date on which your Account is to be debited with an amount on foot of a direct debit or standing order.
- 2.20 “Security Details” means the identifying words, codes and/or numbers agreed between You and us for use in the security procedures relating to the Account.
- 2.21 “SEPA” means the Single Euro Payments Area comprising the European Union member states together with Iceland, Liechtenstein, Norway and Switzerland.
- 2.22 “SEPA Credit Transfer” means a transfer of funds governed by the rules of the SEPA Credit Transfer Scheme Rulebook for making credit transfer payments in euro throughout the SEPA from one bank account to another bank account.
- 2.23 “SEPA Direct Debits” means a direct debit instruction governed by the rules of the SEPA Direct Debit Scheme which provides for direct debits to be set in euro throughout SEPA.
- 2.24 “Telephone Banking” means our telephone banking service which You may use for a number of services in connection with your Account.
- 2.25 “Transaction” means the execution of a Payment Service by us for You.
- 2.26 “We”, “us”, “our”, “Bank”, “Ulster Bank” mean Ulster Bank Ireland Limited, a member of the Royal Bank of Scotland group of companies.
- 2.27 “You”, “your” mean You, the person or persons in whose name(s) the Account is held. If You have a joint Account, references in these Terms and Conditions to ‘You’ include both of You, together and separately.

### 3 About Us

- 3.1 Your Account is with us, Ulster Bank Ireland Limited.
- 3.2 Our head office is at Ulster Bank Group Centre, George’s Quay, Dublin 2. Our website is [www.ulsterbank.ie](http://www.ulsterbank.ie).
- 3.3 We are a private limited company registered at the Companies Registration Office in Dublin and our registered number is 25766.
- 3.4 We are regulated by the Financial Regulator. The Financial Regulator’s address is PO Box 9138, College Green, Dublin 2.

## 4 Cheques

- 4.1 When You pay a cheque into your Account, the money will be added to the Account balance. Normally You will not be able to take the money out of the Account until the cheque has 'cleared' or You may have to repay the money if it does not clear. If the cheque does not clear this means it has not been paid by the bank on which it is drawn. It is possible that news of its non-payment may not reach us for six Business Days or more.

## 5 Closure of the Account

- 5.1 Unless the Additional Terms and Conditions in Sections C and D provide otherwise, this Agreement has no minimum term and will continue until terminated by either You or us in accordance with this Agreement. Your Account will remain open until it is closed by either You or us in accordance with this Agreement.
- 5.2 We may require You to close the Account. Where your Account is a Payment Account, We will give You not less than 60 days' notice. Where your Account is a non-Payment Account, We will give You not less than 30 days' prior notice or such period of notice You would have to give us in order to close your Account, whichever is longer. We may do this by writing to You indicating the period within which You are required to comply with this request. If, at the end of that period, You have not closed the Account, We will be entitled to refuse to accept any more payments into the Account (except such payments as are necessary to repay any debt and outstanding interest and charges on the Account) and may return any existing balance to You at the last address You have intimated to us as your home address. We do not have to give You a reason for our decision.
- 5.3 You may instruct us to close the Account at any time, by reducing the balance to zero, paying any accrued interest and charges and instructing us in writing to close the Account.
- 5.4 These Terms and Conditions relating to the Account will continue to apply until all sums pending have been settled in full and all cards and other items belonging to us have been returned.

## 6 Cancellation Rights

When We open your Account, We will write to You with your Account number and other information about your Account. If You (or one of You, in the case of a joint Account) are not happy with your choice of Account, You (or one of You) may cancel it within 14 days of receipt of your Account number by confirming your decision in writing addressed to your branch. Alternatively You can give notice of cancellation by sending a fax to our Customer Service Centre on 048 9076 2147 or by sending an e-mail to [csaccountmaintenance@ulsterbank.com](mailto:csaccountmaintenance@ulsterbank.com). If You do so We will give You back all the money You have deposited in the Account with any interest it has earned. We will ignore any notice period and any extra charges for withdrawing funds early; this would not apply if the interest on the Account depends on rises and falls in markets outside our control, or is fixed-rate.

## 7 Alterations/Amendments

- 7.1 Subject to Conditions 7.4, 7.5 and 7.6, We may change these Terms and Conditions by providing You with 60 days' notice including making changes to charges and/or introducing new charges, to reflect changes in:
- market conditions affecting our business, including:
    - fraud prevention requirements;
    - changes in technology;
    - changes in payment methods; and
    - regulatory requirements;
  - good banking practice;
  - our systems, including changes to merge or rationalise systems across the Group or part of the Group; and/or
  - relevant laws.
- 7.2 We may change these Terms and Conditions for any valid reason.
- 7.3 If We have made a major change or a lot of minor changes in any one year, We will give You a copy of your new Terms and Conditions and/or a summary of the changes.
- 7.4 For Payment Accounts, We may change any of our credit interest rates for any of the following reasons by providing You with 60 days' notice:
- (a) to reflect changes in the ECB base rate; or
  - (b) to reflect changes in market conditions; or
  - (c) if there are changes in the availability of deposits to us or the rates payable in respect of such deposits; or
  - (d) to reflect changes in the law or regulations affecting us or a decision or requirement of a court, ombudsman, regulator or similar body; or
  - (e) for any valid reason.

- 7.5 For non-Payment Accounts, except where the interest rate is fixed, We can change our credit interest rates at any time for any valid reason by providing You with 30 days' notice.
- 7.6 For all Accounts, We may change any of our overdraft interest rates at any time for any of the reasons set out at Condition 7.4(a) to (e) above.
- 7.7 We will tell You about any changes We make to the Agreement and to our interest rates by putting a notice in at least one national daily paper and in our branches or by writing to You. We will also update the information on our information services including telephone helplines and websites as soon as the changes come into effect.
- 7.8 If You are not happy with the changes, You can close your Account without charge in accordance with these Conditions. If You do not contact us about closing your Account by the end of any notice period set out above, We will assume You agree to such changes.

## 8 Operations on the Account

- 8.1 You authorise us to accept and act on your instructions. These can be in writing, over the telephone, or (if agreed separately by us in writing) by electronic means, e.g. computer. Where your instructions are not in writing, i.e. not provided with an original written authorised signature(s), We are entitled to accept and act on them if the instruction has been confirmed by the use of the security procedure We require You to follow when giving us instructions which are not in writing. If You have a joint Account, We will (unless You instruct us otherwise in writing) accept instructions authorising Account withdrawals and other Payments Services signed by any one of You. If You instruct us in writing that more than one of You requires to give any instruction on the Account, You will generally have to give us future instructions relating to the Account in writing, and not for example over the telephone.
- 8.2 If the Account is a joint Account and one of the accountholders dies, (unless You instruct us otherwise in writing) only the survivor or survivors will be recognised as having any right to the money in the Account and We will accept instructions authorising Account withdrawals signed by the survivor or any one of the survivors.
- 8.3 You are responsible for repayment of any debt on the Account. For joint Accounts, each of You can be held fully responsible for any debt on the Account. This is known as 'joint and several' liability.
- 8.4 If your Account becomes overdrawn without our prior consent You will be responsible for any debt, including any irregular Account charge, any surcharge interest and any debit interest.
- 8.5 Liabilities on overdrawn Accounts may, at any time after a request for repayment or the giving of notice to You, be set-off against other Accounts in your name.

## 9 Security Procedures

- 9.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 9.2 You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
- 9.3 Please note that after initial registration or enrolment We will never contact You, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If You receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and You must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 9.4 If You suspect someone knows your Security Details or there is unauthorised use of your Account You must contact us immediately at our branch or local 0044 1268 500 874. If You fail to do so, You may be liable for unauthorised Transactions of up to €75 on your Account arising from the lost or stolen Security Details or where You have failed to keep your Security Details safe. If You acted fraudulently or intentionally, or with a gross lack of reasonable care failed to comply with your obligations in this paragraph or breached these Terms and Conditions, the limit of €75 will not apply and You may be liable for the full amount of the unauthorised Transaction on your Account.
- 9.5 You are not liable for any unauthorised Transactions made using your Security Details after You have notified us in accordance with Condition 9.4 of this Section A above unless You acted fraudulently.
- 9.6 See Condition 8 of Section E for details of your responsibilities relating to your Security Details where You have a debit card on your Account.

## 10 Additional services and charges

We are entitled to charge for additional services provided to You, whether these relate directly to the Account or not. The current charges for the most common additional services (including all Payment Services) are detailed in our booklet **"A Guide to Personal Accounts Fees and Interest"**, which is available from our branches and may be varied from time to time in accordance with Condition 7 above. Additional charges are normally paid for at the time the service is provided.

## 11 Credit interest payable to You

- 11.1 Any credit interest payable on credit balances on your Account will be paid at our published rates, as detailed in our booklet **"A Guide to Personal Accounts Fees and Interest"**, which are available from our branches and may be varied from time to time in accordance with Condition 7 above.
- 11.2 Credit interest (where applicable) is calculated on the daily cleared credit balance on the Account and is paid as detailed in our booklet **"A Guide to Personal Accounts Fees and Interest"**, which is available from our branches and may be varied from time to time in accordance with Condition 7 above.
- 11.3 Currently there is zero percent (0% Variable) credit interest payable on our Personal Current Account, Step Account, Student Account and Adapt Account. Interest rates are variable and may be changed in the future in accordance with Condition 7 above.
- 11.4 Any credit interest payable will be credited to the Account after deduction of Deposit Interest Retention Tax (DIRT) where applicable. The rate of DIRT will change in line with Government Legislation.

## 12 General

- 12.1 The relationship between You and the Bank and your contract with the Bank will be governed and interpreted in accordance with the laws of Ireland. The contract will be subject to the non-exclusive jurisdiction of the Irish courts.
- 12.2 These Terms and Conditions are written in English and all our communications with You will be in English.
- 12.3 If You change your name or address You must tell us immediately. All statements, demands, notices and other correspondence will be sent to the most recent address You have advised to us in writing and provided We send it to that address this will be considered effective service of any notice or demand which We may require to serve on You.
- 12.4 Any communication You wish to send to us may be sent to us at Ulster Bank, PO Box 145, Dublin 2.
- 12.5 Unless indicated elsewhere in Section D, statements on your Account will be issued monthly by post. All statements will detail the following information relating to Payment Services, namely:
  - (a) a reference identifying the Transaction and where required by or under any law relating to money laundering or the prevention of terrorist financing the Payee on your Account (where You have made the payment) or the Payer (where You are receiving the payment);
  - (b) the payment amount in the currency in which your Account was debited or credited;
  - (c) where You are making the payment, any exchange rates used by us and the amount of the payment after applying the exchange rates;
  - (d) where You are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates;
  - (e) the amount and, where applicable, a breakdown of any charges or interest payable by You;
  - (f) where applicable, the date of receipt of your payment instructions; and
  - (g) the date on which the funds were debited from or credited to your Account.This information will appear in your statement and may also be made available to You via Anytime Internet Banking, or at branches (for branch-based Accounts), or by calling our Telephone Banking service or at your request. We will also provide you with this information after every Transaction which you make.
- 12.6 We will provide these Terms and Conditions to You if You request them in our branches or alternatively, You can download a copy from our website [www.ulsterbank.com/roi/personal/advice-tools/brochures.ashx](http://www.ulsterbank.com/roi/personal/advice-tools/brochures.ashx).
- 12.7 If the Account is a joint Account and one of the accountholders dies, or if a sole accountholder dies, the Account can be closed without the loss of credit interest for early closure (where applicable).
- 12.8 In the event of your death or incapacity all payments from the Account will be valid and binding on You and your estate if made prior to the receipt by the Bank of written notice of such death or incapacity.

## B. Payment Services (other than Debit Card Conditions of Use)

We have set out below the Payment Services which may be available on your Account. These Conditions are to be read in conjunction with the Terms and Conditions for your Account, as varied from time to time, which form part of these Conditions.

### 1 Credit Transfers

- 1.1 A credit transfer is a service that can be used in certain circumstances to make payments from your Account to another account in a financial institution in Ireland or to another Account which you hold with us and to receive payments into your Account from another account. Credit transfers are available on all Accounts.
- 1.2 For the following Accounts, You can only make credit transfers to another Account with us:
  - (a) Easy Access Savings;
  - (b) Special Interest Deposit Account;
  - (c) urfirst Savings;
  - (d) urfirst;
  - (e) urmoney; and
  - (f) Pathway.
- 1.3 For eSavings and eSavings Plus Accounts, You can only make credit transfers to another Account with us or to another nominated non-Ulster Bank account in one or more of the Account holders name(s).
- 1.4 If You want to make a Credit Transfer, You must supply us with a valid account number and sort code for the Account to which the transfer is to be made along with the date and amount of the credit transfer so that the credit transfer completes successfully.
- 1.5 You can make a domestic credit transfer in any of the following ways:
  - (a) *in one of our branches*  
By completing and signing a payment instruction form with the information set out at Condition 1.4 in this Section B, You consent to the authorisation of the credit transfer that You request.
  - (b) *by Telephone Banking*  
By phoning us with details of the credit transfer You wish to make and providing us with the information set out at Condition 1.4 in this Section B and your Security Details if We request them, You consent to the credit transfer.
  - (c) *through Anytime Internet Banking*  
Once You validly log on to Anytime Internet Banking, You consent to any subsequent credit transfers that You make through Anytime Internet Banking during that login session.
- 1.6 A credit transfer to another Ulster Bank Account will reach the Account on the Business Day on which We are deemed to receive your instruction in accordance with Condition 11 in this Section B.
- 1.7 A credit transfer to an account which is not an Ulster Bank Account can take up to three Business Days to reach the Payee's Payment Service Provider from the Business Day on which We are deemed to receive your instructions, in accordance with Condition 11 in this Section B.
- 1.8 Credit transfers cannot be cancelled once We receive an authorised instruction through any of the above methods unless they are future dated. If they are future dated, You may cancel a credit transfer by the Cut off time at the end of the Business Day before the date the credit transfer is to be debited to your Account.
- 1.9 There are limits on the amount You can transfer under any domestic credit transfer. For transfers through Anytime Internet and Telephone Banking these limits will be advised to You when You are making the transfer.

### 2 SEPA Credit Transfers

- 2.1 A SEPA Credit Transfer is a credit transfer facility that can be used to make payments from your Account to another account in SEPA and to receive payments into your Account from another account in SEPA.
- 2.2 To make a SEPA Credit Transfer, You must supply a valid BIC and IBAN for the account to which You want to transfer the payment and any identity details which We request, to ensure the Transaction completes successfully.

- 2.3 You can make a SEPA Credit Transfer in any of the following ways:
- (a) *in one of our branches*  
By completing and signing a payment instruction form with the information set out at Condition 2.2 in this Section B, You consent to the authorisation of the SEPA Credit Transfer that You request.
  - (b) *by Telephone Banking*  
By phoning us with details of the SEPA Credit Transfer You wish to make and providing us with the information set out at Condition 2.2 in this Section B and your Security Details if We request them, You consent to the credit transfer.
- 2.4 A SEPA Credit Transfer can take up to three Business Days to reach the Payee's Payment Service Provider from the Business Day on which We are deemed to receive your instruction in accordance with Condition 11 in this Section B.
- 2.5 SEPA Credit Transfers cannot be cancelled once We receive an authorised instruction through any of the above methods unless they are future dated. If they are future dated, You may cancel a credit transfer by the Cut off time at the end of the Business Day before the date the credit transfer is to be debited to your Account.
- 2.6 You can transfer up to your available balance on your Account in any SEPA Credit Transfer.

### 3 Bank Giro Credit

- 3.1 Lodgements for any amount can be made to your Accounts by Bank Giro Credit at any of our branches or any other bank at which this service is available unless your Account is an eSavings or an eSavings Plus Account. A charge for this service may be made by the other bank.
- 3.2 You must supply us with a valid Account number and a sort code for the Account to which the transfer is to be made along with the date and the amount of the Giro Credit so that the Giro Credit completes successfully.
- 3.3 By completing a manual Bank Giro, You consent to the authorisation of the Giro Credit that You request.
- 3.4 Giro Credits cannot be cancelled once We receive an authorised instruction through any of the above methods.
- 3.5 A Giro Credit Transfer to another Ulster Bank Account will reach the Account on the Business Day on which We are deemed to receive it in accordance with Condition 11 in this Section B.
- 3.6 A Giro Credit to an account which is not an Ulster Bank Account can take up to three Business Days to reach the Payee's Payment Service Provider from the Business Day on which We are deemed to receive it, in accordance with Condition 11 in this Section B.

### 4 Standing Orders

- 4.1 Standing orders are recurring payment instructions that You can set up on the following Accounts:
- (a) Current;
  - (b) ufirst;
  - (c) ufirstgold;
  - (d) Dual where You are aged 16 years or over;
  - (e) Step;
  - (f) Student; and
  - (g) Graduate.
- Standing orders are not permitted from any of your Accounts which are Savings Accounts.
- 4.2 You must supply a valid account number and sort code for the account which You want to make the payment to and payee details and a reference number (if available) to ensure the standing order completes successfully.
- 4.3 You can set up a standing order on your Account in any of the following ways:
- (a) *in one of our branches*  
By completing and signing a payment instruction form, You consent to the execution of the standing order which You request.
  - (b) *by Telephone Banking*  
By phoning us to request that a standing order be set up and providing us with the required information, You consent to this standing order being set up.
  - (c) *through Anytime Internet Banking*  
By logging on to Anytime Internet Banking, You consent to any subsequent standing order that You set up through Anytime Internet Banking during that login session.

- 4.4 You may cancel a standing order up to the end of the Business Day before the Scheduled debit date. Cancellation at a later date will not cancel the next payment to be made on foot of a standing order but will cancel all future payments on foot of the standing order. To cancel a standing order, You must provide us with the name of Payee, amount and frequency of the standing order.
- 4.5 We may cancel a standing order on your Account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (plus any used arranged overdraft facility) on your Account is unlikely to be sufficient to meet future payments under the standing order.
- 4.6 In order to set up a standing order, You must provide us with three Business Days notice. We take the amount of the standing order from your Account on the day You specify. From the Scheduled debit date, it can take up to three Business Days for the payment to reach the Payee's Payment Service Provider's account.

## 5 Direct Debits

- 5.1 A direct debit occurs when You authorise another person to instruct us to debit money from your Account under a direct debit mandate. We will treat such instruction from the other person as having been authorised by You.
- 5.2 Direct debits are only available on the following Accounts:
  - (a) Current;
  - (b) ufirst;
  - (c) ufirstgold;
  - (d) Dual where You are aged 16 years or older;
  - (e) Step;
  - (f) Student; and
  - (g) Graduate.Direct debits are not permitted from any of your Accounts which are Savings Accounts.
- 5.3 You must include your Account number and sort code and a reference number (if available) and the Scheduled debit date in the signed direct debit mandate between You and your Originator to allow us properly execute your direct debit payment request.
- 5.4 By signing the direct debit mandate, You consent to the subsequent direct debit payment requests from that Originator being debited to your Account.
- 5.5 We take the amount of a direct debit from your Account on the Scheduled debit date. To stop a direct debit, You must let us know on the Business Day before the Scheduled debit date. Cancellation at a later date will not cancel the next payment to be made, but will cancel all future payments on foot of the direct debit. To consent to a cancellation of a direct debit, You must provide us with the name of the Originator, the amount and the frequency of the direct debit. You are also required to notify the Originator of cancellation of the direct debit payment instruction.
- 5.6 We may cancel a direct debit on your Account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (plus any used arranged overdraft facility) on your Account is unlikely to be sufficient to meet future payments under the direct debit.
- 5.7 From the Scheduled debit date, it may take up to three Business Days for the Originator to receive the payment.
- 5.8 You may be entitled to a refund for an authorised direct debit (i.e. one in which You have given your consent in accordance with these Terms and Conditions) initiated by or through a Payee if:
  - (a) the authorisation did not specify the exact amount of the direct debit when the authorisation was made for reasons unrelated to changes in currency exchange rates; and
  - (b) the amount of the direct debit exceeded the amount You could reasonably have expected taking into account your previous spending pattern, the conditions in these Terms and Conditions and any other circumstances.
- 5.9 You are required to provide us with such information as is necessary to show that the conditions set out at Condition 5.8 in this Section B above have been satisfied if We request this.
- 5.10 We are not obliged to provide You with a refund for an authorised direct debit if You do not notify us of it within eight weeks of the date it was debited to your Account.
- 5.11 You will not be entitled to a refund under Condition 5.8 in this Section B where You have given your consent to the payment directly to us and either:
  - (a) We (or, where applicable, the Payee) have provided You with information about the payment at least four weeks before the due date of the payment; or

- (b) information about the payment was available at any branch at least four weeks before the due date of the payment.
- 5.12 If Condition 5.8 in this Section B applies, We will either refund You the full amount of the direct debit or refuse your request for a refund within 10 Business Days of receiving a request for the refund. You can complain to the Financial Services Ombudsman if You are not satisfied with this decision.
- 5.13 You will not be entitled to a refund under Condition 5.8 in this Section B where You have given your consent to the payment directly to us and either:
  - (a) We (or, where applicable, the Payee) have provided You with information about the payment at least four weeks before the due date of the payment; or
  - (b) information about the payment was provided to You at least four weeks before the due date of the payment.

## 6 SEPA Direct Debits

- 6.1 SEPA Direct Debits will be available to You once We have notified You that they are available by placing a notice in a national daily paper and in our branches.
- 6.2 A SEPA Direct Debit occurs when You authorise another person to instruct us to debit money from your Account under a SEPA Direct Debit mandate. We will treat such instruction from the other person as having been authorised by You.
- 6.3 We will pay an authorised SEPA Direct Debit payment instruction that has been presented on your Account by the originator that You mandated to do so.
- 6.4 You must include your BIC and IBAN in the signed SEPA Direct Debit mandate between You and your Originator to allow us properly execute your SEPA Direct Debit payment request.
- 6.5 By signing the SEPA Direct Debit mandate between You and your Originator, You consent to the subsequent direct debit payment requests from that Originator being debited to your Account.
- 6.6 On the Scheduled debit date, We take the amount of a SEPA Direct Debit from your Account. To stop a SEPA Direct Debit payment, You must let us know by the Cut off time on the Business Day before the Scheduled debit date. If You want to cancel your SEPA direct debit mandate, You must notify the Originator.
- 6.7 From the Scheduled debit date, it may take up to three Business Days for the Originator to receive the payment.
- 6.8 We are not party to the service provided in connection with your SEPA Direct Debit.
- 6.9 Please see Conditions 5.8 to 5.13 in this Section B for details of the circumstances in which You may be entitled to a refund for an authorised direct debit.

## 7 SWIFT Credit Transfer

- 7.1 A SWIFT credit transfer is a credit transfer facility which can be used to make individual domestic and international payments from your Account and to receive payments into your Account from other domestic and international accounts.
- 7.2 You are required to provide a valid IBAN and BIC code for the destination account and the full name and address of the Payee for the SWIFT credit transfer to execute correctly.
- 7.3 You can make a SWIFT credit transfer through Telephone Banking. By phoning us to request a SWIFT credit transfer with the information set out in Condition 7.2 in this Section B and your Security Details if We request them, You consent to a SWIFT credit transfer being made.
- 7.4 For payments within the EEA or payments in an EEA currency, it may take up to three Business Days for the Payee's Payment Service Provider to receive a SWIFT Transfer from the Business Day on which We are deemed to receive it in accordance with Condition 11 in this Section B. For payments outside the EEA or which are received in a non-EEA currency, different payment timescales will apply.
- 7.5 You can make a SWIFT payment up to the amount of your available balance at any one time. SWIFT credit transfers cannot be revoked once You consent to a SWIFT credit transfer being made.
- 7.6 If You are requesting a non-euro SWIFT payment You are required to agree on the foreign exchange rate before the Transaction is processed. Our exchange rates may be varied immediately without notice to You and You can obtain details of our exchange rate from time to time from your branch or on our website.
- 7.7 Details of our fees and cut off times for SWIFT credit transfers are provided in our Schedule of Services – Payment and International Banking Charges leaflet.

## 8 SWIFT Credit Transfer

- 8.1 You can make a cash lodgement to your Account in any of our branches in the Republic of Ireland for the following Accounts:
- (a) Current;
  - (b) ufirst;
  - (c) ufirstgold;
  - (d) Dual;
  - (e) Adapt;
  - (f) Step;
  - (g) Student;
  - (h) Graduate;
  - (i) Easy Access Savings;
  - (j) ufirst Savings;
  - (k) urfirst;
  - (l) urmone; and
  - (m) Pathway.
- 8.2 You will be required to provide your Account number and sort code and details of your identity at the time of your cash lodgement.
- 8.3 You consent to the lodgement by signing a lodgement receipt at the time of the cash lodgement or by making a lodgement with your debit card using your PIN.
- 8.4 You can make cash lodgements to your Account at any time during our branch opening hours.
- 8.5 If You lodge cash to your Account on a Business Day, the cash lodgement will be credited to your Account immediately and You can withdraw the amount lodged on the same day.
- 8.6 There may be limits on the amount of cash that can be lodged to your Account if there are maximum balance thresholds on your Account. See the Additional Terms and Conditions in Section C and Section D for further details on this.

## 9 Cash Withdrawals in our Branches

- 9.1 You can make cash withdrawals over the counter from your Account in any of our branches in the Republic of Ireland.
- 9.2 Cash withdrawals are available for the following Accounts:
- (a) Current;
  - (b) ufirst;
  - (c) ufirstgold;
  - (d) Dual;
  - (e) Adapt;
  - (f) Step;
  - (g) Student;
  - (h) Graduate;
  - (i) Easy Access;
  - (j) Special Interest Deposit Account;
  - (k) ufirst Savings;
  - (l) urfirst, although there may be limits on the amount that may be withdrawn from this Account;
  - (m) urmone; and
  - (n) Pathway.
- 9.3 Cash withdrawals for Dual Accounts in branches (other than from the branch where the Account is held) may only be made at our discretion. You may be required to provide evidence of your identity when withdrawing cash.
- 9.4 You consent to the cash withdrawal by signing the withdrawal receipt which You are required to sign at the time of withdrawal or by making a withdrawal with your debit card using your PIN.
- 9.5 You can make cash withdrawals from your Account at any time during our branch opening hours.
- 9.6 We will debit a cash withdrawal from your Account immediately on it being made available and it being made in our branch.
- 9.7 There may be limits on the amount You can withdraw from your Account. Details of these limits are available from our branches.

## 10 Payments received to your Account

- 10.1 We will credit your Account with any amount which We receive from another Payment Service Provider which is to be credited to Your Account on the Business Day on which We receive the payment in accordance with Condition 11 in this Section B.
- 10.2 Unless payments are made by cheque or bank draft, if any payments are made to your Account, We will make the amounts available to You immediately after they are credited to your Account.
- 10.3 If it is established that We have not credited your Account in accordance with Conditions 10.1 and 10.2 in this Section B, We will immediately credit your Account with the relevant amount (and any interest lost if applicable).
- 10.4 We may refuse to credit your Account with a payment if:
  - (a) your Account is no longer in operation or there is a hold on it;
  - (b) We believe the payment may be fraudulent or unlawful (including, for example, for anti-money laundering reasons); or
  - (c) there has been no activity in the Account for 15 years.
- 10.5 If We refuse to credit a payment to your Account You can obtain information about the refusal and if possible, our reasons for refusing to credit the payment by contacting one of our branches or by phoning us through Telephone Banking.

## 11 Cut off times

- 11.1 Details of the Cut off times for the Payment Services available to You on your Account are set out in our booklet, **"A Guide to our Personal Accounts"**.
- 11.2 If We receive a request for a Payment Service before the Cut off time on any Business Day it will be deemed to be received on that Business Day.
- 11.3 If We receive a payment or request for a Payment Service after the Cut off time on any Business Day, it will be deemed to be received on the next Business Day.
- 11.4 If We receive a payment or request for a Payment Service on a non Business Day, it will be deemed to be received on the next Business Day.
- 11.5 If We receive a request for a Payment Service which is future dated, it will be deemed to be received on the day agreed for payment. Where this is not a Business Day, it will be treated as received on the next Business Day.
- 11.6 Where We refuse to make a payment in accordance with your payment instructions under Condition 14 in this Section B, We will treat the instructions as if they had not been received for the purposes of calculating payment timescales.

## 12 Unauthorised Transactions

- 12.1 You are responsible for all Transactions You make on your Account including where You give instructions which are incorrect. You will not be responsible for Transactions which You did not authorise or consent to in accordance with these Terms and Conditions.
- 12.2 On establishing that a Transaction has not been correctly authorised or consented to in accordance with these Terms and Conditions, We will refund You immediately by crediting your Account with the amount of the unauthorised Transaction and any interest lost or charges applied (if applicable) as a result of the unauthorised Transaction unless Conditions 12.3 or 16 in this Section B apply.
- 12.3 You must notify us of any such unauthorised Transaction without undue delay on becoming aware of such unauthorised Transaction and no later than thirteen months after the date on which the Transaction was debited to your Account. If You do not notify us of such unauthorised Transaction within that time period, We will not be obliged to provide You with a refund.
- 12.4 You must notify us of any claim under Condition 12.2 in this Section B above by contacting your branch or phoning us at Freephone 1800 215 403 or +44 131 339 7609 (if calling from abroad) Monday to Friday 8am to 8pm, Saturday 8am to 6pm (except public holidays) with details of your claim including your Account number, sort code number, date and amount of the Transaction and the Payee's details.

## 13 Non-execution of Transactions and incorrectly executed Transactions

- 13.1 If We fail to execute a Transaction or incorrectly execute a Transaction, We will, without undue delay, put your Account back into the position it would have been in had the defectively executed Transaction not occurred including any interest lost and any charges applied (if applicable) unless Condition 13.3, 13.4, 13.5 or 16 applies.
- 13.2 You must notify us of any claim by contacting your branch or phoning us at Freephone 1800 245 403 or +44 131 339 7609 (if calling from abroad) Monday to Friday 8am to 8pm,

Saturday 8am to 6pm (except public holidays) with details of your claim including your Account number, sort code number, date and amount of the Transaction and the Payee's details.

- 13.3 You must notify us of any claim under Condition 13.1 in this Section B without undue delay on becoming aware of such non-executed or incorrectly executed Transaction and no later than 13 months after the debit date. If We do not receive details of your claim within the time period, We are not obliged to consider your claim.
- 13.4 You will not be entitled to a refund under Condition 13.1 in this Section B if You provided us with incorrect payment details (for example, You provided us with the wrong account number or sort code for the Payee) and We used this for the execution of the Transaction. Where You supply information in addition to the payment details that We ask for, We will only be responsible for making the payment in accordance with the payment details that We asked for.
- 13.5 You are not entitled to a refund from us under Condition 13.1 in this Section B if the Payee's Payment Service Provider receives the Transaction amount. If that happens, You must ask the Payee to seek a refund directly from its Payment Service Provider. We will, however, make immediate efforts to trace the Transaction and notify You of the outcome.
- 13.6 If We debit or credit an incorrect amount to your Account We may correct this error without obtaining your approval. We will notify You of any such error.
- 13.7 We may reverse any credit made to your Account if the item so credited is not paid or is recalled by the paying bank (including where the paying bank is us) or is returned to us as a result of mistake, fraud or the operation of any applicable clearing rules.

## 14 Refusal of payment requests

- 14.1 We can refuse to provide You with a Payment Service if:
  - (a) You do not provide us with the information required for us to execute a Transaction which information is set out in the Terms and Conditions;
  - (b) the details which You have provided us with are incorrect or incomplete;
  - (c) We believe the Payment Service request is unauthorised or fraudulent or is not being made by You;
  - (d) You have not paid the required fees for us to provide the payment;
  - (e) it would be unlawful for us to provide the Payment Service (including, for example, for anti-money laundering purposes);
  - (f) your Account is no longer in operation or We have placed a hold on it;
  - (g) We have removed your right to the Payment Service in question;
  - (h) there are insufficient cleared funds in your Account for us to execute the payment request;
  - (i) if the payment request would result in You exceeding your maximum balance on your Account.
- 14.2 If We refuse to provide You with a Payment Service, You can obtain information about the refusal and if possible our reasons for refusing the Payment Service along with information on how to correct any errors that led to the refusal, by contacting one of our branches or by phoning us through Telephone Banking (unless it would be unlawful for us to provide You with this information).

## 15 General

All Payment Services will be provided in euro unless We specifically agree otherwise. Where We agree to receive or make a payment in a currency other than euro the exchange rate will be determined at such time and You can obtain details of our exchange rate on [www.ulsterbank.ie/exchangerates](http://www.ulsterbank.ie/exchangerates). We may vary our exchange rates immediately and without notice to You.

## 16 Exclusions

- 16.1 We will not be liable under Conditions 12 and 13 in this Section B above if the authorised, non-executed or incorrectly executed Transaction is caused by abnormal or unforeseeable circumstances beyond our reasonable control or it would be unlawful for us to carry out the Payment Service in the manner requested by You.
- 16.2 You will not be entitled to a refund in the circumstances set out in Conditions 12 and 13 in this Section B or any of the protections provided for by Titles III or IV of the Payment Services Directive (other than Article 73 which deals with credit value and debit value dates) as implemented in Ireland under regulations made to implement the Payment Services Directive for the following payments:
  - (a) Payment Services made from your Account to any account outside the EEA or to a Payment Service Provider located outside the EEA; or
  - (b) Payment Services made in a non-EEA currency.

## C. Additional Terms and Conditions for Current Accounts

This section contains additional Terms and Conditions relating to the Accounts as detailed in the various headings below. See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

If there is any inconsistency between the General Account Terms and Conditions and the Additional Terms and Conditions in Section C, the Additional Terms and Conditions will override the General Account Terms and Conditions.

Additional Terms and Conditions for:

- Current;
- ufirst;
- ufirstgold;
- Dual;
- Step;
- Adapt;
- Student;
- Graduate.

### 1 Availability

- 1.1 Only individuals aged 16 years or over may open a Current, Dual or Step Account for personal (non-business) use.
- 1.2 Existing Dual customers as at 1 January 2005 who were aged under 16 at that date can continue to use their Dual Account.
- 1.3 Only private individuals aged 18 years or over may open a ufirst or a ufirstgold Account.

### 2 Operations on the Account

- 2.1 You must always ensure that the cleared balance (plus, where applicable, any unused agreed overdraft facility) on your Account by close of business on the Business Day before the day when:
  - cheques You have issued are presented for payment
  - standing orders and direct debits are due to be paid
  - You withdraw money from a cash machine
  - You carry out a Laser/Maestro/Cirrus transaction
  - You request us to make payments by any electronic means or by telephone
  - or any other transactions on the Account are due to take place, including the application of interest and charges,is sufficient to cover payment of all such transactions and that the cleared balance remains sufficient to cover payment until all such transactions are paid.
- 2.2 If a sufficient cleared balance (plus, where applicable, any unused agreed overdraft facility) to cover payment is not available on your Account by close of business on the Business Day before the day on which any such transactions are due to take place, payment of some or all of the transactions may be refused.
- 2.3 However, if at any time such transactions would result, without prior arrangement, in the Account being overdrawn or the agreed overdraft limit being exceeded, We may exercise our sole discretion and without contacting You, allow an overdraft to be created or allow the borrowing limit to be exceeded. In these circumstances, the new or excess overdraft is an unarranged overdraft. We may also at our discretion refuse to pay a cheque, or allow any other payment or withdrawal, which would create an unauthorised overdraft or exceed any agreed or automatic overdraft limit on the Account.
- 2.4 In some circumstances You may be able to stop a cheque that has been issued. If You wish to do so and these circumstances apply, You should advise your branch in writing, or by telephone (followed by written confirmation). This advice must be accompanied by the following details: the cheque number, Account number, amount, name of Payee and date.  
For additional details on stopping such payments, please see **"A Guide to our Personal Accounts"** or ask for details at your local branch.
- 2.5 You must not post-date cheques in any circumstances. However if You do so You authorise us to pay the cheque regardless of its date.

### 3 Cheques and Vouchers

- 3.1 Unless We have agreed otherwise with You, paid cheques and vouchers will be retained by us. Vouchers are the forms You complete for debit or credit transactions on your Account.

- 3.2 We reserve the right to take copies of the cheques and vouchers that We receive and pay by any means that We reasonably consider to be appropriate, including amongst other means image processing, and to rely on such copies. We are entitled to destroy originals at any time and copies taken of paid cheques or vouchers will be retained by us for up to seven years.

## 4 Service charges

Service charges for operating the Account are charged as detailed in our booklet “**A Guide to Personal Accounts Fees and Interest**”, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above. If any changes are made, details of the revised charges will be sent to You at least sixty days before the implementation date for the changes.

## 5 Overdrafts

**Warning: If You go overdrawn without authorisation, exceed your agreed overdraft limit or your Account does not fluctuate to credit for a minimum of 30 days in any one year period, this may affect your credit rating with this bank.**

- 5.1 Overdrafts may be available on some Current Accounts – if You are aged 18 or over; see the Additional Terms and Conditions for your Account and/or other literature relating to the Account. Where there is an option to apply for an overdraft, You may overdraw your Account only if We have agreed the overdraft with You. Your Account must operate in credit or within any agreed overdraft limit.
- 5.2 Our payment of items which would have the effect of increasing an unauthorised debit balance or of increasing an overdraft to an amount in excess of the express permission is discretionary and does not mean that the overdraft limit has changed or that We will pay any other cheque (or allow any other payment or withdrawal) which would have the same effect. Cards and cheques must not be used to create unauthorised overdraft facilities or to exceed any overdraft limit.
- 5.3 If We agree an overdraft with You, or agree to vary an existing overdraft limit, We will write to You confirming the amount of the limit or the new limit and other key terms of the overdraft which will apply together with the Terms and Conditions for your Account. If there is any conflict between the terms of the overdraft confirmation letter and the Terms and Conditions for your Account, the confirmation letter provisions will override the Account Terms and Conditions.
- 5.4 We may, at our discretion, amend the overdraft limit on the Account, subject to giving You prior written notice in accordance with applicable law. Additionally, some overdrafts agreed by us will be subject to review at a specified “review date”. Subject to our overriding right to call for repayment on demand or to amend the terms of the overdraft (see Condition 5.7 in this Section C), any authorised overdraft limit will be available until further notice or until any specified review date.
- 5.5 An overdraft may be continued without formal arrangements after any specified review date and there may be increases in the amount of overdrafts, arising through exercise of our discretion to pay items presented for payment or through payment being guaranteed by a cheque guarantee card. Any such overdrafts on your Account will be subject to the applicable Terms and Conditions for the Account.
- 5.6 You may terminate any overdraft facility at any time. Where You do this your Account must revert to credit and operate in credit.
- 5.7 Subject to applicable law, We may at any time demand full repayment of your overdraft or terminate, restrict or defer any right conferred on You by these Terms and Conditions in relation to your overdraft in any way We consider appropriate. On receipt of a demand for repayment of the overdraft, You must stop using cheques and making withdrawals on the Account.
- 5.8 Subject to us providing You with notice under applicable law, if You breach any of these terms We may immediately terminate the overdraft, demand immediate repayment, reduce the overdraft limit and/or otherwise treat any of your rights as terminated, restricted or deferred in any way We consider appropriate.
- 5.9 Subject to applicable law, We will give You ten days prior notice of any demand for payment of overdraft facilities if You have defaulted in payment of any other sums owing on any other Account with us.
- 5.10 Where overdraft interest is payable, it will be charged as detailed in the applicable overdraft confirmation letter or as detailed in our booklet “**A Guide to Personal Accounts Fees and Interest**”, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above. Overdraft interest is calculated on the daily cleared overdrawn balance on the Account after adjustment for cheques and other items in the course of collection.

- 5.11 If your Account becomes overdrawn without our agreement or You exceed any agreed overdraft limit, even if due to an irregular account charge or surcharge or debit interest, then fees will be payable as detailed in our booklet, **"A Guide to Personal Accounts Fees and Interest"**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.
- 5.12 Overdraft rates may be changed from time to time in accordance with Condition 7 of Section A above.

## 6 Fees, charges and other costs

- 6.1 You will be responsible for paying any reasonable costs incurred by us in connection with the overdraft whether as a result of You breaking the terms of the arrangement or not. These costs will include (but not be limited to) costs of taking and discharging any security, taking steps, including court action, to obtain payment, enforcing and/or preserving our rights under any security held for the overdraft facility, tracing You if You change address without notice and communicating with You if You break the terms of the overdraft arrangement. If such costs remain unpaid then We may debit them to the Account on which We have made the overdraft available.
- 6.2 If You exceed the overdraft limit, charges will be payable as detailed in the overdraft confirmation letter and/or in our booklet **"A Guide to Personal Accounts Fees and Interest"**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## 7 Security

- 7.1 When We agree an overdraft limit, We will provide You with details of any existing security We hold for the overdraft and/or any new security required to secure the overdraft in the confirmation of overdraft letter. We will not be obliged to make the overdraft available until any security required has been completed to our satisfaction. Overdrafts will also be secured by any available security which We may in future obtain. All security will be required to be granted in our preferred form.
- 7.2 Unless We otherwise agree in writing, any security required by us as a condition of agreeing an overdraft must be provided to our satisfaction before You may use the overdraft facility. If the security includes a first legal charge, standard security or mortgage over a dwelling house, We may be required to issue separate documentation. If We are required to do so, You may not draw down any part of the overdraft until such separate documentation has been issued to You. We will advise You if such separate documentation is required when You request an overdraft in these circumstances.

## 8 Miscellaneous

- 8.1 We may debit the Account on which We have made the overdraft available with interest, fees, costs or charges as detailed above even if it means that the overdraft limit is exceeded.
- 8.2 The overdraft Terms and Conditions will not be affected in any way by the Account, on which We have made the overdraft available, being allocated another account number by us or being transferred to another of our branches, offices or departments.
- 8.3 We may change any of these Terms and Conditions in accordance with Condition 7 in Section A above.
- 8.4 Unless stated otherwise in the Additional Account Terms and Conditions, your Account has no minimum term and will remain open until it is closed by either You or us in accordance with these Terms and Conditions.

### Additional Terms and Conditions for:

- **ufirst**
- **ufirstgold**

See also Conditions 1 – 8 in this Section C above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 9 Membership Fee

A monthly membership fee is payable on **ufirst** and **ufirstgold**.

## 10 Additional Benefits

- 10.1 You are entitled to apply for the additional benefits specified in the **ufirst** or **ufirstgold User Guide** for the Account. We may alter any of these benefits by giving You at least thirty days prior notice.
- 10.2 We reserve the right to reclaim all or part of the value given on any benefits so denoted in the **ufirst** or **ufirstgold User Guide** for the Account issued to You when opening the Account, should the Account be closed within six months of these benefits being claimed.

## 11 Closure of the Account

Upon closure of a ufirst or ufirstgold Account, any existing tracker mortgage with a ufirst or ufirstgold discount will be changed to our ufirst flexible variable rate, unless otherwise agreed. Any ufirst Savings Accounts held will be converted to an Easy Access Savings Account (or equivalent). All other ufirst or ufirstgold benefits will cease.

## Additional Terms and Conditions for Dual Accounts

See also Conditions 1 – 8 in this Section C above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 12 Overdrafts

- 12.1 You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account You are responsible for payment.
- 12.2 The Bank may refuse any transaction if there are insufficient cleared funds available on the Account for the transaction.
- 12.3 An irregular account charge will be applied in any circumstances where a Dual Account goes overdrawn. This fee is set out in our booklet **“A Guide to Personal Accounts Fees and Interest”**.

## Additional Terms and Conditions for Step

See also Conditions 1 – 8 in this Section C above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 13 Overdrafts

You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account You are responsible for repayment.

## Additional Terms and Conditions for Adapt

See also Conditions 1 – 8 in this Section C above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 14 Parent/Guardian

- 14.1 You should review the Conditions that apply to your Account with a parent or guardian.
- 14.2 We may write and tell your parent or guardian that You have opened your Account.
- 14.3 DebitCARD card is only available to individuals under 16 years with the consent of their parent or guardian.

## 15 Availability

- 15.1 Adapt Accounts are only available to individuals aged 11 years to 18 years.
- 15.2 When You reach 18 years We may change your Account to a Current Account, Student Account or another Account which We believe with good reason is right for You. For Student Accounts We may seek confirmation from the organisation that processes your application to enter higher education, that You have taken up your place. We will write and tell You at least sixty days before We do this at which time We will provide You with up to date copies of the Terms and Conditions and **“A Guide to Personal Accounts Fees and Interest”**.

## 16 Overdrafts

Arranged overdrafts are not available on your Account. If your Account becomes overdrawn, We may inform your parent or guardian.

## 17 Cheque Books

Cheque books are not available on your Account.

## 18 Additional Benefits

Adapt offers a range of additional features that provide preferential terms to goods and services provided by selected third parties. We will tell You which features are available and give You details of any terms and conditions that apply to the features at [www.ulsterbank.ie/adapt](http://www.ulsterbank.ie/adapt). We may change these features and any terms and conditions that apply to them from time to time.

## Additional Terms and Conditions for Students

See also Conditions 1 – 8 in this Section C above and the General Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 19 Availability

- 19.1 Student Account is only available to full time (minimum course length 1 year), third level students, resident in the Republic of Ireland, aged 17 or over or graduates (see below).
- 19.2 Only one Student Account is allowed per student.
- 19.3 If confirmation has not been received that You meet the criteria stated above (or if your circumstances change) We reserve the right to convert your Student Account to a Current Account or other Account We believe is suitable for You.
- 19.4 You must use the Student Account as your main current account and deposit regular amounts by way of parental contribution, salary, student loan or other funding, such as sponsorship or bursary.
- 19.5 In the month of July, after your course ends (or as specified in our Student Account brochure, as amended from time to time), and subject to our assessment of your financial position, the Student Account will be converted to a Graduate Account. We will write to You sixty days before We do this.

## Additional Terms and Conditions for Graduates

See also Conditions 1 – 8 in this Section C above and the General Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 20 Availability

- 20.1 The Graduate Package is available to persons aged 18 or over or who have graduated from a full time course of higher education, lasting 2 years or more, within the last 12 months.
- 20.2 In the month of July, after your course ends (as specified in our Graduate brochure, as amended from time to time) subject to our assessment of your financial position, the Graduate Account will be converted to a Current Account. We will write to You sixty days before We do this.

## D. Additional Terms and Conditions for Savings Accounts

This section contains additional Terms and Conditions for the following Accounts as detailed under the various headings below:

- **Easy Access Savings**
- **Special Interest Deposit Account**
- **urFirst Savings**
- **urFirst**
- **urMoney**
- **Money Desk Deposit**
- **eSavings**
- **eSavings Plus**
- **Pathway**

See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B. If there is any inconsistency between these General Account Terms and Conditions and the Additional Terms and Conditions in Section D, the Additional Terms and Conditions will override the General Account Terms and Conditions.

### **Additional Terms and Conditions for:**

- **Easy Access Savings**
- **Special Interest Deposit Account**
- **urFirst Savings**
- **eSavings**
- **eSavings Plus**
- **Pathway**

## 1 Availability

- 1.1 Only private individuals and trustees aged 18 years or over may open an Easy Access, Special Interest Deposit Account or Pathway Account.
- 1.2 Only private individuals aged 18 or over who are resident in the Republic of Ireland may open an eSavings and eSavings Plus Account.

## 2 Operations on the Account

- 2.1 Once an eSavings or eSavings Plus Account has been opened lodgements must be made via Anytime Internet Banking.
- 2.2 Wages and salary lodgements are not permitted on the Account.
- 2.3 Statements showing operations on the Account, including details of Payment Services will be issued to You every three months (quarterly) if there have been transactions on the Account during the quarter and otherwise at least once a year.

## 3 Service charges

Service charges for operating the Account are charged as detailed in our booklet "**A Guide to Personal Accounts Fees and Interest**", which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A. If any changes are made, details of the revised charges will be sent to You at least sixty days before the implementation date for the changes.

## 4 Withdrawals

- 4.1 Withdrawals from the Account may be made in cash or by transfer to another Ulster Bank Account. Unless You have specific arrangements with us relating to a sum to be withdrawn in cash, We may limit the amount You can withdraw in cash at any one time.
- 4.2 Withdrawals from an eSavings or eSavings Plus Account can only be made by transfer to an Ulster Bank Account or to another nominated non-Ulster Bank account in one or more of the Account holders name(s). Withdrawals cannot be made by any other method.

## 5 Overdrafts

- 5.1 You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account You are responsible for payment.
- 5.2 The Bank may refuse any transaction if there are insufficient cleared funds available on the Account for the transaction.

## **Additional Terms and Conditions for Special Interest Deposit Account**

See also Conditions 1 – 5 in this Section D above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 6 Operations on the Account

- 6.1 You must set up a Standing Order to credit the Account monthly. The Standing Order must be for not less than €1 and not more than €1,000. The Standing Order can be increased or decreased within these limits.
- 6.2 Lump sum cash, cheque or other lodgements are not permitted into the Account.
- 6.3 Wages and salary lodgements are not permitted to the Account.
- 6.4 Unlimited withdrawals are permitted on the Account.
- 6.5 Bill payments are not permitted from the Account.
- 6.6 You may not hold more than one Special Interest Deposit Account at any time (whether in your sole name or in joint names).

## 7 Balance Restrictions

- 7.1 The minimum balance on the Special Interest Deposit Account is €1.
- 7.2 The first Standing Order payment is the opening balance of the Account and must be between €1 and €1,000.
- 7.3 The maximum balance on the Account at any time is €100,000.
- 7.4 In the event that the Account balance exceeds €100,000 We may request You to transfer the excess funds into another Ulster Bank Account.
- 7.5 In the event that a monthly deposit exceeds the monthly limit of €1000, We may request You to transfer the excess funds into another Ulster Bank Account.

## Additional Terms and Conditions for ufirst Savings

See also Conditions 1 – 5 in this Section D above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 8 Closure of the Account

If You cancel your ufirst or ufirstgold Account your ufirst Savings Account will be closed and any balance transferred to an Easy Access Savings Account or an equivalent Account.

## Additional Terms and Conditions for urFirst Account

See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

## 9 Availability

You can only have a urFirst Account if You are under 12 years old. If You are less than 7 years old, one or two adults on your behalf must open the Account. If You are aged between 7 and 11 years old You may have the Account in just your name. We may write to your parent(s)/guardian(s) to advise that an Account has been opened.

## 10 Account opened on your behalf

When the Account is opened by one or two adults on your behalf, the money in the Account is held by them for You 'in trust'. The adult or adults are your trustee or trustees. Where there is more than one trustee any one of them may operate the Account alone except where the trustees have been appointed by a court of law then they all need to sign instructions on the Account. A trustee may not withdraw money from the Account by telephone.

## 11 Cheques

When You pay a cheque into your Account, the money will be added to the account balance but You may not be able to take the money out of the Account until the cheque has "cleared". See Condition 4 in Section A above.

## 12 Overdrafts

Your Account may not be overdrawn – that means You cannot take out more money than You have in your Account. If your Account becomes overdrawn We may inform your parents or guardians.

## 13 Interest paid to You

Interest is calculated daily on the money You have available to take out of your Account and will be paid at our published rates, as detailed in our booklet **"A Guide to Personal Accounts Fees and Interest"** which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## 14 Changing your Account

When You reach the age of 12 years You will no longer be eligible for urFirst and You agree that We may change your urFirst Account to a urMoney Account. We will write to You sixty days before We do this and You will be entitled to close the Account if You so wish.

## Additional Terms and Conditions for urMoney

See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

### 15 Availability

The urMoney Account is only available to people aged between 12 and 17. When You reach the age of 18 You will no longer be eligible for the urMoney Account and We may convert the Account to another Account with us. We will write and tell You at least sixty days before We do this and You will be entitled to transfer to another Account or close the Account if You so wish.

### 16 Credit Interest on urMoney

- 16.1 Credit interest is available on balances in your Account.
- 16.2 For customers aged under 16, CashCARDS are available only with the consent of your parent or guardian.

### 17 Taking money out of your Account

- 17.1 Your Account may not be overdrawn – that means You cannot take out more money than is in your Account. You will be responsible for payment of any overdraft which does arise on the Account.
- 17.2 The Bank may refuse any transaction if there are insufficient cleared funds available in the Account for the transaction.

### 18 Credit interest paid to You

Interest is calculated daily on the money You have available to take out of your Account and will be paid at our published rates, as detailed in our booklet **“A Guide to Personal Accounts Fees and Interest”**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## Additional Terms and Conditions for Pathway

See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

### 19 Operations on the Account

- 19.1 This account requires a minimum balance of €15,000. This amount is subject to change.
- 19.2 Additional lodgements of any amount are allowed at any time subject to a maximum balance of €1,000,000.
- 19.3 If your account balance falls below €15,000, you will receive a nominal rate of interest.
- 19.4 Restrictions apply: Pathway is available to personal deposit customers only and to balances not currently in an Ulster Bank Account.
- 19.5 An individual can only open one Pathway Account either in sole or joint names.
- 19.6 A bonus rate of interest may be paid by the Bank in respect of the Account, at the Bank's discretion, for a period of time after the Account has been opened.
- 19.7 Bonus interest rates are subject to change by us from time to time.

## Additional Terms and Conditions for Money Desk Deposit

See also the General Account Terms and Conditions in Section A above (except for Conditions 4 and 5.2 which do not apply to the Money Desk Deposit Account).

### 20 Availability

- 20.1 A Money Desk Deposit (the “Deposit”) is available to personal customers aged 18 years and over and to non-personal customers.
- 20.2 For administration purposes, We require You to open an Instant Access Account (i.e. an Account that does not require notice of withdrawal) with us in the same name as the Deposit, if You do not hold one already. An Instant Access Account can be an Ulster Bank Easy Access Account or an Ulster Bank Current Account. The Instant Access Account will be used for the processing of funds placed on and maturing from your Deposit, together with interest due to You. We do not require You to use the Instant Access Account for any other purpose, although You may use it to access the Bank's other products and services if You so wish. We will need to complete appropriate identification checks before We can accept your Deposit.
- 20.3 You will provide us with separate operating instructions from time to time covering the use of an authorised signatory(ies) who can instruct us regarding the placement, renewal or disposal of deposits.

## **21 Interest paid by the Bank**

- 21.1 An indication of our interest rates is available from your local Ulster Bank branch.
- 21.2 When a Deposit is placed, We will issue a confirmation letter showing the gross rate and maturity details for the Deposit.
- 21.3 Rates for Deposits are fixed for the term selected when We accept the Deposit. They will not change during the term.
- 21.4 Interest on Deposits is calculated daily and applied on the day on which the term ends (maturity date). We pay interest to the relevant Instant Access Account or add it to the principal amount on maturity of the Deposit.
- 21.5 Alternatively You can instruct us to pay your interest monthly. In this instance, interest will be credited to your Instant Access Account on the anniversary date of the month once accumulated e.g. for a Deposit with a start date of 15 January, interest will be paid on the 15th of every month.
- 21.6 Interest will only be paid monthly where the Deposit term exceeds one year.

## **22 Deposits**

- 22.1 A Deposit requires a minimum balance of €15,000.
- 22.2 Deposits can be placed in any amount, subject to the minimum outlined above, through your local Ulster Bank branch on a Business Day. Deposits can only be accepted from existing customers between 9.30am and 4pm each Business Day. Deposits can only be accepted from new customers between 9.30am and 3.15pm each Business Day.
- 22.3 You may place a Deposit for any Money Desk term that is available.
- 22.4 Only cleared funds from your Instant Access Account can be accepted into a Deposit.
- 22.5 You may not add to a Deposit during the term although You can place more than one Deposit at any one time.
- 22.6 We reserve the right to refuse to accept or renew a Deposit, without giving a reason.

## **23 Withdrawals**

- 23.1 Withdrawals from a Deposit are only permitted on the maturity date. You cannot withdraw funds during the term.

## **24 Maturity**

- 24.1 When a Deposit with a term of one year or less matures, We will transfer the value of the Deposit to your Instant Access Account with us, unless We have agreed beforehand to place the Deposit for a new term.
- 24.2 When a Deposit with a term greater than one year matures, We will transfer the value of the Deposit to your Instant Access Account with us.
- 24.3 Where a withdrawal at maturity results in the Deposit balance falling below the minimum required balance of €15,000, this may not be re-invested for another term and the funds shall remain in the Instant Access Account.

## **25 Maturity Instructions for Money Desk Deposits with a term of one year or less**

- 25.1 On maturity, You may renew the principal, renew the principal plus interest or return funds to your Instant Access Account. If We hold maturity instructions for You, please advise us of any changes no later than two Business Days prior to the maturity date.
- 25.2 If an instruction is not held by us or received from You on the maturity date, funds (principal plus interest) will roll over for the same term, with an interest rate applicable at that time.
- 25.3 A Renewal Confirmation is automatically issued if your Deposit rolls over for another term.
- 25.4 In the event of a major disaster, We may be unable to process your usual maturity instructions. In such circumstances, funds from maturing deals will be returned to your nominated Instant Access Account.

## **26 Maturity Instructions for Money Desk Deposits with a term greater than one year**

- 26.1 On maturity of the Deposit, the funds, including all interest due, will be transferred to your Instant Access Account with us and will be subject to the interest rate and terms and conditions applicable to that account.

## 27 Statements

- 27.1 We will issue a statement on an annual basis in respect of Deposits with a term equal to or greater than one year.
- 27.2 Statements will not be issued where the term is less than one year.

## 28 Termination

In exceptional circumstances, at our absolute discretion, We may let You terminate a Deposit early. Where We permit this, the Deposit must be withdrawn in full. Partial withdrawals are not allowed. However, a lesser amount, subject to minimum balance requirements, may be reinvested at renegotiated terms.

In such cases, the following will apply:

- (a) interest will be paid in proportion to the length of time the funds have been invested with us, based on the agreed interest rate;
- (b) if We incur a cost in replacing the relevant funds, this cost will be charged against the accrued interest, i.e. the customer will incur the cost of breaking the fixed rate term;
- (c) if this cost is more than the interest accrued, We will debit the shortfall to your Instant Access Account.

## 29 Charges

- 29.1 Other than breakage fees outlined above, there are no charges for Deposits.
- 29.2 We are entitled to charge for additional services provided to You, whether these relate directly to the Deposit or not. The current charges for the most common additional services are detailed in "**A Guide to Personal Accounts Fees and Interest**".

## 30 Deposit Interest Retention Tax

- 30.1 DIRT will apply to interest payable on Deposits unless Account Holders are exempt from the payment of DIRT. The criteria for non-liability for DIRT will be determined from time to time by Government legislation.

## Additional Terms and Conditions for eSavings

See also Conditions 1 – 5 in this Section D above and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

(Note that Condition 1.1 does not apply to eSavings Accounts).

## 31 Availability

This Account cannot be opened through our branch network. It is only available through Anytime Internet and Telephone Banking.

## 32 Operations on the Account

- 32.1 The Account can only be operated using the Anytime Internet and Telephone Banking Service requiring You to be enrolled for that service (if You are not already enrolled for the Anytime Internet and Telephone Banking Service when You open the Account You must enrol before You start operating the Account) and the Anytime Internet and Telephone Banking Service Terms and Conditions will apply to the Account (see Section F).
- 32.2 The minimum initial lodgement is €1 and the maximum lodgement is €1,000,000.
- 32.3 The initial lodgement can be made by cheque; the cheque must be made out in euro drawn on a bank in the Republic of Ireland and must be payable to You or Ulster Bank. The cheque should be drawn on an Account in your name(s).
- 32.4 Existing customers can make their initial lodgement by same day value transfer from any Ulster Bank Account in one or more of the Account holder's name(s).
- 32.5 Lodgements can be made by transfer from any Ulster Bank Account in one or more of the Account holder's name(s); or by regular Standing Order from any bank account in the Republic of Ireland. Lodgements can not be made by any other method. The maximum amount that can be lodged to the Account is €1,000,000.
- 32.6 The maximum number of parties to an Account is two.
- 32.7 No transactions may be made in any of our branches.

### **33 Customer liability**

If any debt arises on the Account, You shall be responsible for repayment. For joint Accounts, each of You can be held fully responsible for any debt on the Account. This is known as 'joint and several' liability.

### **34 Interest paid to the customer**

Interest will be calculated on the daily cleared balance and will be paid as detailed on our website [www.ulsterbank.com](http://www.ulsterbank.com). Interest will be paid at our published rates, as they may be amended from time to time.

### **Additional Terms and Conditions for eSavings Plus**

See Conditions 31 – 34 in Section D above (Note that Conditions 32.2 does not apply to eSavings Plus Accounts.)

See also Conditions 1 – 5 in Section D above. (Note that Condition 1.1 does not apply to eSavings Plus Accounts) and the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B.

### **35 Operations on the Account**

35.1 The minimum initial lodgement is €15,000 and the maximum lodgement is €1,000,000.

### **36 Interest paid to the customer**

- 36.1 If the Account balance falls below €15,000, a nominal rate of interest will be paid.
- 36.2 A bonus rate of interest may be paid by the Bank in respect of the Account, at the Bank's discretion, each month for a period of time after the Account has been opened.
- 36.3 No interest (except for bonus interest) will be payable on the Account for any month during which a withdrawal is made.
- 36.4 Bonus interest rates are subject to change by us from time to time.

## E. Debit Card – Conditions of Use

These Conditions are to be read in conjunction with the Terms and Conditions for your Account, as varied from time to time, which form part of these Conditions.

### IMPORTANT NOTICE – Loss or Misuse of your serviceCARD/debitCARD/cashCARD

If the card is lost or stolen, or You suspect that someone knows your Personal Identification Number (PIN), You must phone us on 1800 245 399 (0044 1315 238 383 from abroad) or contact your branch.

## 1 General

These Conditions of Use apply to serviceCARD, debitCARD and cashCARD. If You have a cashCARD, the following General Conditions do not apply: Conditions 3.4, 3.8, 3.9 3.14, 3.15, 4.1, 4.2, 5.1, and 5.2. General Condition 5 applies only to a serviceCARD.

The debit card types are as follows: serviceCARD, debitCARD, cashCARD (your card type will be shown on the front of your card). Card Functionality:

serviceCARD – guarantee cheques, point of sale transaction in shops, withdraw cash at an ATM;

debitCARD – point of sale transaction in shops, withdraw cash at an ATM;

cashCARD – withdraw cash at an ATM.

Below are set out the definitions of the words and terms used in these Conditions.

**“Account”** Your Account with us to which transactions are debited.

**“additional card”** A card We issue to another person (an ‘additional cardholder’) nominated by You.

**“card”** Any serviceCARD, debitCARD or cashCARD We provide for use on the Account.

**“Cut off time”** means the end of day Cut off times for the payment services available to You, which Cut off times are set out in our booklet “A Guide to our Personal Accounts”.

**“EEA”** means the EU Member States, together with Norway, Liechtenstein and Iceland.

**“Group”** The Royal Bank of Scotland group of companies, of which We are a member.

**“Payment Services Directive”** means Directive 2007/64/EC of 13 November 2007 on payment services in the internal market.

**“Payment Service Provider”** means an entity which provides payment services within the meaning of the Payment Services Directive, for example a credit institution or payment institution.

**“PIN”** The personal identification number You use with the card.

**“transaction”** Any payment made or cash withdrawn by You using the card, or card number or PIN (except for cheques issued by You with payment guaranteed by use of the card number).

**“We”, “us”, “our”** Ulster Bank Ireland Limited.

**“You”, “your”** The person or persons in whose name(s) the Account is opened.

## 2 The card

2.1 You can obtain a card on each of the following Accounts:

- ufirst
- ufirst gold
- Adapt (for customers aged 16 years and over)
- Step
- Student
- Graduate
- Easy Access Savings
- ufirst Savings
- urMoney

2.2 You (and any additional cardholder) must do the following:

- Sign the card when You or the additional cardholder receive it.
- Keep the card secure at all times and do not allow any other person to use it.
- On receiving the PIN advice slip memorise the PIN and then immediately destroy the PIN advice slip.
- Never write down the PIN in any way which could be understood by someone else.

Failure to follow the above procedures may affect your liability for unauthorised payments as set out in Condition 8.2.

2.3 You (and any additional cardholder) must not use the card before or after the period it is valid for or after You receive notice that We have cancelled or withdrawn the card.

- 2.4 You (and any additional cardholder) must not use the card if to do so would overdraw the Account without our prior agreement, or would increase any borrowing on the Account to more than We have agreed.
- 2.5 We own the card and if We ask, You must return it to us immediately (cut in half through the signature box and magnetic strip, and if You have a chip card ensure the chip is cut in half) if any of the conditions in Condition 11.1 apply or We close your Account in accordance with the Terms and Conditions of your Account or your Card expires. We, or anyone acting for us, may keep the card if any of the circumstances in Condition 11.1 apply. For example, We may withdraw a card and instruct any third party to keep hold of it if You try to use it.

## Using the card

### 3 Transactions

- 3.1 You must only use your card in accordance with these Terms and Conditions.
- 3.2 The card may be used along with the PIN to obtain cash, up to the daily cash withdrawal limit for your Account, subject to there being sufficient cleared funds in your Account from any cash dispensing machine which We advise will accept the card.
- 3.3 There are daily cash withdrawal limits which apply when undertaking a cash advance at bank counters, financial institutions and bureaux de change and when withdrawing cash from cash dispensing machines. We may adjust these limits from time to time. These limits will apply to both domestic and international transactions. Details of these limits are available on request from your branch.
- 3.4 You can use your card to make purchases from retailers or suppliers of services if:
  - (a) the front of your card displays the Maestro logo and the retailer or supplier of services also displays that logo;
  - (b) the front of your card displays the Visa Debit logo and the retailer or supplier of services displays the Visa or Visa Debit logo; or
  - (c) the front of your card displays the Laser logo and:
    - (i) (when using your card in Ireland) the retailer or supplier of services also displays that logo; or
    - (ii) (when using your card outside Ireland) the retailer or supplier of services displays the Maestro logo.
- 3.5 You can use your card in one of our Branches to make bill payments and third party payments. There may be a limit on the amount of such payments. You consent to such payments by inserting your card in the card reader device and keying in your PIN or providing us with your card and signing for any payment.
- 3.6 In making payments under Condition 3.5, you have two payment options as follows:
  - (a) You can make a next day value payment. If you make such a payment before the Cut Off Time on any Business Day, the Payee's Payment Service Provider will receive the payment on this Business Day. If you make such a payment after the Cut Off Time on any Business Day, the Payee's Payment Service Provider will receive the payment on the next Business Day.
  - (b) You can make a future dated payment which can be scheduled for a date up to sixty days from the date you make the request. If you make a future dated payment, the Payee's Payment Service Provider will receive the payment on the Business Day chosen by you.
- 3.7 If a retailer or supplier of services accepts payment by your card, the use of your card will have the effect of guaranteeing the payment and We will be obliged to pay the sum due to the retailer or supplier.
- 3.8 If You have a card that displays the Visa Debit logo and the card does not have a cheque guarantee facility, You will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible the transaction will be declined. A retailer or supplier of services may also ask for authorisation in line with Condition 4.
- 3.9 If your card displays the Visa Debit logo, You may use it to obtain funds over the counter at any bank, financial institution or bureaux de change displaying the Visa logo. There may be a charge for using this service as detailed in the fees leaflet that applies to your Account ("**A Guide to Personal Accounts Fees and Interest**").
- 3.10 For purchases with your card and cash advances carried out through a third party, transactions carried out using the card will be applied to the Account on the Business Day on which details of the transaction are received by us. For cash advances either through a cash dispensing machine or through one of our branches, the cash advance will be debited to the Account on the Business Day on which the transaction is carried out with us if the transaction is carried out before the Cut off time. If the Transaction is carried out after the Cut off time on any Business Day, it will be debited to the Account on the next Business Day.

- 3.11 On each Business Day, any available funds on the Account will be used first, in priority to paying any other debit to the Account, to pay any transaction notified to us since the previous Business Day.
- 3.12 When We process a transaction in a currency other than euro on the Account We will re-convert it into euro at our then current exchange rate as determined by the Bank or the applicable card scheme. We may vary our exchange rates immediately and without notice to You. Please contact your branch in the first instance for information on the current exchange rate. A transaction fee will also be payable; see our **“A Guide to Personal Accounts Fees and Interest”** for further information.
- 3.13 You will have to pay all amounts charged to your Account by your card, even when the details on the sales voucher are wrong or where no sales voucher is signed, if it is clear that You or any additional cardholder has authorised the transaction.
- 3.14 When We receive an acceptable refund voucher We will pay the amount of the refund to the Account.
- 3.15 A transaction will be regarded as authorised by You or an additional cardholder and You give your consent to the transaction where You (or the additional cardholder):
  - (a) authorise the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
    - (i) entering the PIN or providing any other security code;
    - (ii) signing a sales voucher;
    - (iii) providing the Card Details and/or providing any other details requested; or
    - (iv) waving or swiping the card over a card reader.
  - (b) insert the Card and PIN and make a request for a cash withdrawal or a third party payment from an ATM or at a bank counter;
  - (c) orally or in writing provide the Card details to the Bank or request a transfer from the Account.
- 3.16 Notwithstanding that You must always use your PIN, if You sign for goods and/or services You consent to the transaction.

## 4 Authorising Transactions

- 4.1 Where a retailer or supplier of services asks us for authorisation before accepting payment by your card, We may decide not to give authorisation if:
  - the card has been reported as lost or stolen, or We have reason to suspect it is lost or stolen; or
  - You or any additional cardholder have broken these Terms and Conditions; or
  - taking account of all other transactions We have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- 4.2 Once You have carried out a transaction using your card You cannot ask us to stop that transaction. However, We will cancel a transaction that has been authorised but not been paid if We receive satisfactory evidence of the transaction being cancelled.
- 4.3 If your card displays the Visa Debit logo, You can use the card to set up a repeat debit card payment with a retailer. If you then decide to stop such a payment it is your responsibility to cancel the recurring payment with the retailer.

## 5 Cheque Guarantee

- 5.1 Provided You follow our cheque guarantee conditions (a copy of the current conditions can be obtained at any of our branches), You may use your card if it displays a cheque guarantee hologram to guarantee payment of cheques drawn on the Account and on any of your other Accounts at the same branch, up to the amount of the cheque guarantee limit shown on it. You must use only one guaranteed cheque for any one transaction.
- 5.2 You cannot stop payment of a guaranteed cheque for any reason. We are permitted to debit a guaranteed cheque to the Account on which it is drawn even when there is something wrong with the cheque or your right to use the card is suspended or ended.
- 5.3 We reserve the right to provide you with a replacement card with a different cheque guarantee limit from your previous card or to withdraw the cheque guarantee facility completely; we will give you not less than sixty days' notice if we withdraw the cheque guarantee facility.

## 6 Charges

Charges will be payable for certain uses of the card as detailed in our separate charges tariff which is available from our branches and forms part of these Conditions of Use. These charges may be revised from time to time in accordance with the Terms and Conditions for your Account. You will be informed of any changes at least sixty days before they come into effect.

## 7 Joint Account

If You have a joint Account, although You will each have your own card, You are each responsible for all transactions and guaranteed cheques carried out by any card and for repayment of any borrowing which arises on the Account.

## 8 Liability

- 8.1 If the card is lost or stolen, or You suspect that someone knows the PIN, You must carry out the instructions set out in the Important Notice at the beginning of these Conditions.
- 8.2 If the card is misused before You tell us of its loss or theft or that someone else knows the PIN in accordance with Condition 8.1 above, You will only have to pay up to €63.49 for any misuse, unless You have acted fraudulently or unless You intentionally or with a gross lack of reasonable care, failed to fulfil your obligations in Condition 8.1 and Condition 3.1. If You act fraudulently or intentionally or with a gross lack of reasonable care fail to fulfil your obligations under Conditions 3.1 and 8.1, the above limit will not apply and You may be liable for all amounts which arise from any misuse.
- 8.3 You are not liable for any unauthorised transaction made using your card and/or PIN after You have notified us of the loss, theft, misappropriation or unauthorised use of your card in accordance with Condition 8.1 above and We will re-credit any such transaction made with your card after You have contacted us, unless You have acted fraudulently.
- 8.4 If the card is misused by someone who has it with your permission You will have to pay for all transactions carried out with the card by that person.
- 8.5 If someone carries out a fraudulent transaction using your card details on the Internet or by telephone or mail order You will not be liable for the fraudulent transaction provided You notify us without undue delay on becoming aware of the misuse.
- 8.6 Once We receive notice of the loss, theft or possible misuse, We will cancel the card. If the card is then found You must not use it. You must return it to us immediately cut in half through the signature box and magnetic strip, and if You have a chip card ensure the chip is cut in half.
- 8.7 You will not be responsible for any loss arising from misuse of a card if it has not been received by You.
- 8.8 We will not be liable if any party refuses to let You pay or withdraw cash with the card.
- 8.9 Subject to Conditions 8.2 and 8.13, We will refund You immediately on establishing that a transaction was not authorised or consented to in accordance with Condition 3 which transaction was debited to your Account by crediting your Account with the amount and any interest lost due to the unauthorised transaction.
- 8.10 We will also be responsible if we fail to make a payment to or from your Account or incorrectly make a payment to or from your Account in respect of any transaction which is presented to us or which We are instructed to execute unless Conditions 8.2, 8.11, 8.12 or 8.13 apply or We are otherwise permitted not to execute or refuse a payment. We will refund You immediately on establishing We are liable for a payment which payment was not correctly executed by putting your Account back into the position it would have been in had the payment not been defectively executed (which will include any interest lost (if applicable)).
- 8.11 We will not provide You with a refund of any payment in respect of any transaction and We will not be liable under Conditions 8.9 and 8.10 above unless You notify us of the unauthorised or incorrectly executed or non-execution of a transaction without undue delay on becoming aware of such unauthorised, incorrectly executed or non-execution of a transaction and no later than thirteen months after the date the payment was debited to your Account or required to be debited to your Account.
- 8.12 We will not be liable under Conditions 8.9 and 8.10 above if You provide us with incorrect payment details for any transaction. We will however make immediate efforts to trace the payment and notify You of the outcome.
- 8.13 We will not be responsible for any loss or expense You suffer if:
  - We cannot carry out any withdrawal, payment into your Account or other transaction on your Account, or if We cannot provide any services or facilities including ATM services because of strikes, power cuts, equipment not working or other abnormal or unforeseeable causes beyond our reasonable control;
  - security so demands in the protection of You or the integrity of your card and/or the card facilities that card facilities be suspended or declined for such reasonable period as may be required to remedy the security risk.
- 8.14 You must notify us of any disputed transaction by contacting your branch or phoning us at 0044 1268 500 874 with details of the disputed transaction.

## 9 Additional Cardholder

- 9.1 You (in the case of joint Accounts, all of You) may ask us to issue a card and PIN to someone else. If We agree to do this, You are responsible for ensuring that any additional cardholders comply with these Conditions and You will have to pay for all transactions carried out using the additional card(s) and PIN(s), including those charged to the Account after the additional card(s) has/have been returned to us.
- 9.2 You authorise us to pass information to the additional cardholder(s). This information will include, but will not be restricted to, details of the Account.

## 10 Giving out information

You authorise us to give any appropriate third party any relevant information:

- in connection with the loss, theft or possible misuse of the card or PIN; or
- in order for us to meet our obligations as a member of the Visa, Laser and Maestro card schemes.

## 11 Ending your right to use the card

- 11.1 We may suspend, withdraw or restrict the use of a card and PIN in the following circumstances:
- (a) if We suspect there may be an unauthorised or fraudulent use of your card;
  - (b) if We suspect your card and/or PIN have been lost, stolen, copied, misappropriated or are being used by someone else; or
  - (c) if there is an error or irregularity in the maintenance of the Account or if We think someone else knows your PIN;
  - (d) if your card has a credit line and there is a significantly increased risk that You will be unable to repay any credit advanced or to be advanced on it. Once the reasons for the blocking of the use of the card no longer apply, We will give You a new or replacement card.

We will tell You before We take this action, or as soon as possible afterwards.

- 11.2 Where We issue You with a replacement card, We may issue it under a different card scheme from the one which applies to your previous card (for example, We may replace a card issued under the Maestro scheme with one issued under the Laser scheme). We will only do so if We reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.
- 11.3 We may not be able to tell You about the blocking of your card in certain circumstances if it would be unlawful for us to do so or if it would impact on the security of the card.
- 11.4 If your use of the Account is ended or restricted, including us instructing You:
- not to make any further withdrawals on the Account.
  - not to use the card to guarantee payment of cheques, without our agreement, You will not be entitled to use the card.
- 11.5 You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut in half down through the magnetic strip, and if You have a chip card ensure the chip is cut in half).
- 11.6 If your use of the card (or the use of the card by any additional cardholder) is ended, You remain responsible for all transactions carried out with the card.

## 12 Changes to Conditions of use

- 12.1 These Conditions of Use may be varied from time to time in accordance with the Terms and Conditions for your Account.
- 12.2 If there is any inconsistency between these Conditions of Use and the Terms and Conditions for your Account the Conditions of Use will override the Account Terms and Conditions.

## 13 Exclusions

- 13.1 You will not be entitled to a refund in the circumstances set out in Conditions 8.9 and 8.10 and your liability will not be restricted in the manner set out in Condition 8.2 and you will not be entitled to any of the protection set out in Title III and IV of the Payment Services Directive (other than Article 73 which deals with credit value and debit value dates) as implemented in Ireland under regulations made under the Payment Services Directive for the following transactions:
- (a) transactions made in a non-EEA currency; and
  - (b) transactions made to or from your Account to any account outside the EEA or a Payment Service Provider outside the EEA

## F. Terms and Conditions for Anytime Internet and Telephone Banking

The terms in this Section F apply to You if We have agreed that You may use our telephone and online banking services which allow You to operate Your Account by telephone or by accessing our website. These terms and conditions are to be read in conjunction with the Terms and Conditions for your Account, which form part of these terms and conditions.

If you do not hold an Ulster Bank credit card, the terms and conditions which relate to credit cards will not apply to you.

### Definitions

**'We', 'us', 'our'** means Ulster Bank Ireland Limited.

**'You', 'your'** means You, the person or persons in whose name(s) the Account is held and, for credit cards, means the person who has a credit card account with us. If You have a joint Account, references in these Terms and Conditions to 'You' include both of You, together and separately.

**'Account'** means the account with us in your name.

**'Security Details'** means the identifying words, codes and/or numbers agreed between You and us for use in the security procedures relating to your Account.

**'Service'** means the Ulster Bank telephone and online banking service when accessed using the telephone or internet.

### Authority

1. You authorise us to accept and act on your instructions and to pay to and from your Account(s) the amounts involved when the transaction has been authenticated by the use of the security procedure We require You to follow. You acknowledge and agree that this may be on an Account that could otherwise only be operated by two or more persons.
2. If You have a joint Account, We will act on the instructions of either of You but You are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your Account.

### Security Procedure

3. You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
4. You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
5. Please note that after initial registration or enrolment We will never contact You, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If You receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and You must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
6. If You suspect someone knows your Security Details or there is unauthorised use of your Account You must contact us immediately as set out in Condition 9.4 of Section A. If You fail to do so, You may be liable for unauthorised transactions of up to €75 on your Account arising from the lost or stolen Security Details or where You have failed to keep your Security Details safe. If You acted fraudulently or intentionally, or with a gross lack of reasonable care failed to comply with your obligations in this paragraph or Your otherwise breach these Conditions, the €75 limit will not apply and You may be liable for the full amount of all unauthorised transactions on your Account.
7. You are not liable for any transactions which arise from a misuse of your Security Details after You have notified us in accordance with Condition 6 above unless You acted fraudulently.
8. You will be responsible for all instructions received by us between the time You pass the security procedure until You exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave the device You are using to access the Service unattended while You are still logged onto our website.
9. Telephone calls may be recorded for security and training purposes.

## Transactions

10. Banking instructions received for your current and savings Accounts by 1.30pm on any Business Day will normally be processed that day. You will be advised at the time You send the instruction if the instruction cannot be processed that day but will be processed on the next Business Day. Instructions received at any other time will be processed the next Business Day.
11. Provision of the Service will not give You the right to make the Account overdrawn except to the extent of any overdraft which We may agree from time to time.
12. You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

## Charges

13. We reserve the right to charge You and You agree to pay the charges for the Service or any part of it. Details of new charges and changes to charges will be notified to You in writing, or by a text message or e-mail, at least sixty days before they take effect and will also be available on the Ulster Bank website ([www.ulsterbank.com](http://www.ulsterbank.com)).

## Availability of the Service

14. While We will make reasonable efforts to provide the Service, We will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or those of any party used to provide the Service.

## Variation/Termination of the Service

15. We reserve the right to change the Service from time to time and shall give You sixty days prior notice of any material changes.
16. We may, suspend, withdraw or restrict the use of the Service or any part of the Service where:
  - (a) We have reasonable grounds to suspect that your Security Details have not been kept safe; or
  - (b) We have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
  - (c) as a result of a change in the way You operate your Account or in your financial circumstances, We have reasonable grounds to believe that You may have difficulty in meeting your commitments; or
  - (d) We consider it appropriate for your protection.

Unless We are unable to contact You or there is a legal reason or other circumstances beyond our control preventing us from doing so, We will notify You personally before taking this action and provide our reasons for doing so. If We are unable to contact You beforehand, where possible We will notify You and give our reasons afterwards.

17. You may terminate your subscription to the Service by notifying us. The notification will not be effective until We receive it.
18. These terms and conditions and the charges for the Service may be varied from time to time in accordance with the Terms and Conditions for your Account.

## **G. General Terms**

### **Your Information**

#### **Who we are**

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0044 131 556 8555 or Textphone 0044 845 900 5960.

#### **How we use your information and who we share it with**

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;
- develop and test products and services.

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

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 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 your branch. A fee may be payable.

#### **Credit reference agencies**

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.

The information may also be used for tracing purposes.

#### **Fraud prevention agencies**

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 the 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 your branch. The agencies may charge a fee.

## Other General Terms

- 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.
- If you wish to make a complaint please contact us. You can write to us at, Ulster Bank Group Centre, George's Quay, Dublin 2. Alternatively, you can visit or call your local branch.
- If you are still not satisfied after following our procedures, you can ask the Financial Services Ombudsman to review the complaint. Write to: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or telephone LoCall: 1890 88 20 90, Tel: 01-662 0899, Fax: 01-662 0890 or email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).
- Calls may be recorded.
- Textphone users please dial 1800 924 615.
- Information is correct at time of going to print.
- Ulster Bank Ireland Limited is registered with the Office of the Data Protection Commissioner. See [www.dataprivacy.ie](http://www.dataprivacy.ie) for a copy of our registration.
- Authorised and regulated by the Irish Financial Services Regulatory Authority.

Ulster Bank Ireland Limited. Registered in Ireland. Registration Number 25766.

Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2.

The main business of Ulster Bank Ireland Limited is providing banking services and our principal place of business is Ulster Bank Group Centre, George's Quay, Dublin 2.

Ulster Bank Ireland Limited is a limited liability company registered in Ireland with the Companies Registration Office, Parnell House, 14 Parnell Square, Dublin 1 under registered number 27566 and a licensed bank regulated by the Irish Financial Services Regulatory Authority, PO Box 9138, College Green, Dublin 2.

The VAT number of Ulster Bank Ireland Limited is IE/9/E/61585W.

[www.ulsterbank.ie](http://www.ulsterbank.ie)

This brochure is also available in Braille, large print, audio or on disc.  
Please contact your local branch for details or Textphone 1800 924 615.

Ulster Bank Ireland Limited. A private company limited by shares, trading as Ulster Bank, Ulster Bank Group and Banc Uladh. Registered in Republic of Ireland. Registration No 25766. Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2. Member of The Royal Bank of Scotland Group. Ulster Bank Ireland Limited is regulated by the Financial Regulator.

Calls may be recorded.

ULST1858 RI June 2010