

Ulster Bank Current Account Mortgage Loan



General Terms and Conditions – effective 1st April 2023

Current Account Mortgage Loan Offer

General Terms and Conditions

1 Introduction

These Terms and Conditions apply in all circumstances to Ulster Bank Ireland DAC's Current Account Mortgage. The Loan Offer comprises the Specific Loan Offer conditions and these General Terms and Conditions.

2 Definitions

- (a) **"Account Address"** means the address provided by the principal Accountholder when opening the Account or any subsequent address in lieu thereof, different to the Security Address, notified to Ulster Bank Ireland DAC by the principle Accountholder.
- (b) **"Accountholder"** means the individual(s) who has/have opened an Account including his/her legal representatives, whether or not a Card has issued to the individual(s).
- (c) **"Advance"** means the loan advanced under the terms of the Current Account Mortgage Loan Offer letter.
- (d) **"Account Secured"** means the amount of the loan secured on the Property(ies) at any given time as a result of the mortgage created herein. This will always be sufficient to cover the Mortgage Balance Outstanding.
- (e) **"ATM"** means Automated Teller Machine(s) capable of dispensing cash and performing other functions for which it may be programmed from time to time.
- (f) **"Block Insurance Policy"** means a buildings insurance policy which covers the block or buildings converted into apartments together with its garages or domestic outbuildings at the Security Address shown on the schedule thereto.
- (g) **"Branch"** means all or any of the Ulster Bank Ireland DAC branches (including Ulster Bank Ireland DAC Mortgage and Investment stores which are offices of Ulster Bank Ireland DAC, and which do not have the facility to carry out cash transactions.)
- (h) **"Card"** means any card issued by Ulster Bank Ireland DAC to a Cardholder for use in connection with the ATM or PIN Pad or for the purpose of a Laser Transaction. The Card is subject to the Terms & Conditions set out herein as the same may be varied from time to time. Each Card shall be for the sole use of the person named thereon.
- (i) **"Cardholder"** where not further identified by the prefix "principal" or "additional", means the Accountholder to whom the Card is issued whether principal or additional.
- (j) **"Cashback"** means the service available to a Cardholder from certain Retailers by which a Cardholder may, at the time of and in addition to the purchase of goods and services, obtain cash subject to the limit or such amount as may, from time to time, be determined by the Laser Company scheme rules and subject to the availability of funds in the Facility Account.
- (k) **"Cleared Balance"** means the balance on the Facility Account after excluding any Uncleared Items.
- (l) **"Company"** means Ulster Bank Ireland DAC and its permitted transferees, successors and assigns.
- (m) **"Company's Valuer/Valuer"** means a suitably qualified contracted member of Ulster Bank Ireland DAC's panel, having professional indemnity insurance and sufficient local knowledge of property, enabling the Company's Valuer to complete a pre-set valuation form and give an up to date valuation of the security offered.
- (n) **"Current Account Mortgage"** means this mortgage product which comprises the Loan Account and the Facility Account.
- (o) **"Demand"** means any cheque, standing order, direct debit or other order for payment drawn or issued and all interest, charge, fee or commission or other item chargeable to the debit of the Facility Account.
- (p) **"Facility Account"** means that part of the Current Account Mortgage which represents the amount of money that will be available for redraw by the customer from time to time, and in respect of which a Laser Card may be issued.
- (q) **"Facility Funds"** means the amount of money requested by the customer, to be lodged to the Facility Account at final drawdown.
- (r) **"Group"** means the Royal Bank of Scotland group of companies of which we are a member.
- (s) **"Laser Card"** means a Card with the additional feature of an electronic point of sale service operating within the Republic of Ireland which enables Cardholders to pay for goods and/or services and which could allow you to receive Cashback.
- (t) **"Laser Transaction(s)"** means an electronic payment (including payment for Cashback) by a Cardholder to a Retailer made in connection with and at the time of the purchase of the goods and services and shall be deemed to include any Cashback obtained.

- (u) **"Loan Account"** means that part of the Current Account Mortgage which represents the amount by which your property may be charged (i.e. the limit to which your Mortgage Balance Outstanding is permitted to extend from time to time).
- (v) **"Loan Limit"** means the amount available for redraw through the Facility Account at any given time.
- (w) **"Loan Offer"** means the Current Account Mortgage Loan Offer specific to the customer number quoted therein.
- (x) **"Loan Start Date"** means the date of drawdown of the loan cheque.
- (y) **"Lodgement"** means all cash, cheques, money transfer orders, foreign exchange, standing order or other electronic transfers and other funds lodged to the Account.
- (z) **"Monthly Payment"** means, any monthly payment which you have agreed to make to us in respect of amounts owing by you to us in respect of any Advance whether under any applicable Planned Repayment Scheme or the Standard Repayment Scheme or otherwise, including any increase or reductions to such monthly payments which we may be entitled to effect as part of our agreement with you.
- (aa) **"Mortgage Balance Outstanding"** means the actual amount owed by the Customer to the Company under the Current Account Mortgage at any given time.
- (bb) **"Mortgagor"** means the person whose property is being charged by this Current Account Mortgage.
- (cc) **"Overdraft"** means a withdrawal of funds which is in excess of the funds available for redraw through the Facility Account, resulting in the Facility Account being overdrawn. An Overdraft would cause the Mortgage Balance Outstanding to exceed the amount of the Loan Account.
- (dd) **"PIN Pad"** means the computer facility installed by Ulster Bank Ireland DAC at Branch counters to enable the Cardholder to make Card withdrawals from or lodgements to their nominated Account.
- (ee) **"Planned Repayment Scheme"** means the repayment scheme under which the monthly repayments are calculated by reference to the Total Loan Amount.
- (ff) **"POS Terminal"** means the point of sale terminal which is capable of accepting, storing and transmitting Laser Transaction(s).
- (gg) **"Principal Private Residence"** means a residence situated in the State which is a person's sole or main residence.
- (hh) **"Property"** means the property on which the loan is secured.
- (ii) **"Retailer"** means a supplier of (a) goods and/or services or (b) goods and/or services and Cashback.
- (jj) **"Security Address"** means the address of the property on which the loan is secured.
- (kk) **"Specific Conditions"** means the current Account Mortgage Specific Conditions included in the current Account Mortgage Loan Offer letter.
- (ll) **"Standard Repayment Scheme"** means the repayment scheme under which the monthly repayments are calculated by reference to the Mortgage Balance Outstanding.
- (mm) **"Term"** means, the period over which you have agreed to repay the amount(s) drawn by you under the Loan Offer together with interest and charges, which may be revised with our agreement.
- (nn) **"Terms and Conditions"** means the current Account Mortgage Specific and General Terms and Conditions.
- (oo) **"Total Loan Amount"** means the amount of funds for which you have received loan approval and includes the Facility Funds.
- (pp) **"Uncleared items"** means non-cash lodgements/withdrawals, payment of which has not been irrecoverably received.
- (qq) **"Ulster Bank Ireland DAC"** means Ulster Bank Ireland Designated Activity Company and its permitted transferees, successors and assigns.
- (rr) **"Unauthorised Payment"** means a situation where a demand has been made on the Account, which is in excess of the balance in the Facility Account.
- (ss) **"Unauthorised Withdrawal"** means a withdrawal made from the Facility Account which is in excess of the balance in the Facility Account.

3 Interpretation

In these conditions:

- (a) Any reference to an Act of the Oireachtas shall include any statutory modification or re-enactment to such Act;
- (b) References to any gender shall be deemed to also be references to the other gender;
- (c) References to the singular shall be deemed to include references to the plural and vice versa; The headings in these Terms and Conditions shall not be construed as having any legal effect and are for information only;

- (e) Any reference to a numbered condition shall be construed as a reference to the condition so numbered in these Terms and Conditions (unless stated otherwise);
- (f) Any reference to "Account" (which is not prefixed by "Loan" or "Facility") shall be deemed to be a reference to both the Loan Account and the Facility Account; and
- (g) All references to Ulster Bank Ireland DAC, we or us shall be deemed a reference to Ulster Bank Ireland Designated Activity Company (as transferee of First Active plc), its successors and assigns.

4 Acceptance All parties to the mortgage must sign the Current Account Mortgage loan acceptance and the solicitor must attach the Current Account Mortgage loan acceptance to the solicitor's undertaking when requesting the loan cheque.

5 Mortgage Balance Outstanding The Mortgage Balance Outstanding is the amount the Mortgagor(s) owe(s) to Ulster Bank Ireland DAC at any given time. This amount may increase and decrease and will fluctuate as the Accountholder(s) use(s) the facilities offered through the Facility Account (see Condition 28 below). The Accountholder is not permitted to withdraw funds or enter into Laser Transactions which will cause the Mortgage Balance Outstanding to exceed the limit specified in the Loan Account from time to time. In the event that the Borrower makes an Unauthorised Payment or Unauthorised Withdrawal, such Unauthorised Payment or Unauthorised Withdrawal shall form part of the Mortgage Balance Outstanding and Ulster Bank Ireland DAC shall charge interest at the prevailing Current Account Mortgage variable interest rate until such amount has been repaid. Where appropriate Ulster Bank Ireland DAC may also charge interest on such Unauthorised Payments and Unauthorised Withdrawals in accordance with Condition 15.

6 Security

- (a) The loan advance must be secured by a first legal all sums due mortgage on the property(ies) offered as security. The solicitor, who may be required to
- (b) satisfy Ulster Bank Ireland DAC that he has adequate professional indemnity insurance, must attend to all matters relating to the title and certify the title to the property in accordance with the recommendations of the Law Society of Ireland. Ulster Bank Ireland DAC is not responsible for your solicitor's charges. The completion of the security is to be arranged by the solicitor named in the Loan Offer. Government charges comprising stamp duties registration fees must be paid to the solicitor before repayment of the loan.

7 Applicant(s)

The spouse of a married applicant, whether a legal owner or not, is required to be a party to the mortgage if the property is a family home.

8 Repayment Date The monthly loan repayment is due on the 25th day of each month or if such day is a non-business day on the following business day. The first repayment is due on the 25th day of the month of release of the loan cheque. Interest from the date of the release of the loan cheque is on or after the 25th of the month, the first full repayment, due on the 25th day of the following month, will also include an amount in respect of interest from the date of release of the loan cheque to the end of that month.

9 Life Assurance/Mortgage Protection

- (a) Annuity loans
 - (i) Subject to condition 9(a)(ii) below, Ulster Bank Ireland DAC will, at the expense of the applicant(s) arrange through Friends First Life Assurance Company Ltd, or other insurer nominated by Ulster Bank Ireland DAC, a Life Assurance protection policy (the "Policy"). Where the applicant opts for the Planned Repayment Scheme, the Policy can be a decreasing term life assurance policy (subject to approval by Ulster Bank Ireland DAC). However, where the applicant opts for the Standard Repayment Scheme, the Policy shall be a level term life assurance policy and shall provide, in the event of death of the applicant(s) before the loan has been repaid, full payment of a sum equal to the Total Loan Amount.
 - (ii) The applicant(s) may, prior to drawdown of funds, arrange suitable life assurance themselves with another insurer providing for payment of a sum on the death of the applicant(s) not less than the amount which a life assurance policy effected by Ulster Bank Ireland DAC (under condition 9(a)(i) above) would have paid out in the event of a death. This life assurance policy must not be already assigned to another lender as this would mean the proceeds would not be available to clear this loan in the event of the death of an applicant. A copy of the life assurance policy schedule must be submitted to Ulster Bank Ireland DAC for approval prior to drawdown of funds. Ulster Bank Ireland DAC does not require an assignment of this policy.
- (b) The life assurance premiums will be payable directly by you, the applicant(s), to your life assurance company and payment of the premiums and maintenance of the policy is your sole responsibility. If you do not pay your premiums and maintain your policy in force for the term of the loan then any sums due to Ulster Bank Ireland DAC on the death of one or more of the applicants will remain due and owing (together with interest accruing) by the surviving applicant or by the estate of the deceased.
- (c) Where there are two or more applicants, Ulster Bank Ireland DAC requires the assistance in the amount of the loan to be set up on the lives of all applicants.
- (d) Ulster Bank Ireland DAC accepts no responsibility for any differences that may arise under any policy (either set up by Ulster Bank Ireland DAC or independently by the applicant) between the sum paid on death and the outstanding balance on a loan, due to fluctuations in interest rates, arrears in repayments or delay in obtaining any necessary documentation.

- (e) The life assurance required under this Condition 9 and/or under the Specific Conditions must be sufficient to cover the amount in the Loan Account which represents the limit to which the Amount Secured may increase from time to time.

10 Investment of Endowment Loans

If the capital is to be repaid by way of an investment policy and monthly repayments of interest only are to be made to Ulster Bank Ireland DAC, then the investment or endowment policy must be assigned to Ulster Bank Ireland DAC and the original policy must be furnished to Ulster Bank Ireland DAC prior to drawdown of the loan with notice of this assignment to be served on the relevant insurer. Where a policy is linked to growth in investments, the proceeds of the policy may not repay the loan in full and the applicant(s) will be responsible for any shortfall. The assurance premiums may be subject to review by the insurer and may therefore need to be increased by the applicant(s) during the term of the policy.

11 Property Insurance

- (a) Ulster Bank Ireland DAC's requirements regarding adequate insurance cover on the buildings in the joint names of the applicant(s) and Ulster Bank Ireland DAC (as set out in the Specific Conditions) must be complied with prior to loan cheque issue and must continue for the duration of the loan.
- (b) All apartments must be insured under a Block insurance Policy which satisfied Ulster Bank Ireland DAC's requirements (as stated in the Specific Conditions).
- (c) Where the property is insured by a block policy the loan cheque will not be issued by Ulster Bank Ireland DAC until a letter of confirmation of insurance and an undertaking from the insurer not to cancel the policy without first notifying Ulster Bank Ireland DAC is lodged with Ulster Bank Ireland DAC. The owner of the building and the management company must be the insured and the interest of the applicant as lessee and of Ulster Bank Ireland DAC as mortgagee must be included.

12 Property

- (a) If the applicant is buying a new house, the current standard form of building contract, as recommended by the Law Society of Ireland must be used.
- (b) If the house is second hand and less than six years old it must have been registered with the National House Building Guarantee Scheme or premier Guarantee when built and the benefits of the scheme must still be available to the applicant.
- (c) If there is a retention sum held for works to be completed to the property then these works must be completed to the satisfaction of Ulster Bank Ireland DAC's Valuer within three months from the date of acceptance of the Loan Offer or within such extended time as Ulster Bank Ireland DAC may agree in writing. Any building works or change of use must be carried out in
- (d) substantial compliance with the provisions of the Building Control Act 1990 and the regulations thereunder.

13 Securitisation

Ulster Bank Ireland DAC may at any time and from time to time transfer, assign, mortgage and/or charge the benefit of all or any part of the mortgage and all of the rights and interests of Ulster Bank Ireland DAC in and to any life assurance assigned to, or charged unto, Ulster Bank Ireland DAC and all other contracts and policies of insurance relating to the property on such terms as Ulster Bank Ireland DAC may think fit with or without notice to the applicant(s) or any other person. Information on securitisation is available by contacting us on 0818 210275.

14 Loan Offer

- (a) The Loan Offer shall lapse if a premium for any indemnity bond specified in the Specific Conditions is not received by Ulster Bank Ireland DAC within 14 days and where no premium is specified, the Loan Offer will lapse if the mortgage is not closed within 3 months from the date of the Loan Offer.
- (b) Ulster Bank Ireland DAC reserves the right to withdraw the Loan Offer or vary the terms thereof including reducing the amount of the loan if the applicant(s) fail(s) to comply with the requirement of Ulster Bank Ireland DAC within the time specified by Ulster Bank Ireland DAC or if in the opinion of Ulster Bank Ireland DAC there is any material change in circumstances before the payment of the loan.

15 Interest Rate

The interest rate for this loan will not exceed the European Central Bank rate plus 1.5% subject to the rate adjustment period allowable as set out below. Interest will be charged in accordance with the General Terms and Conditions:

- (a) All loans are subject to the prevailing Current Account Mortgage variable interest rate at the date the loan is drawn down. In the event of a movement in the European Central Bank (ECB) rate, Ulster Bank Ireland DAC will adjust the variable rate of the Current Account Mortgage within thirty days of the ECB rate movement. Once the loan is drawn down it is not possible to transfer to a fixed rate at any stage. Fixed rates are not available under the Current Account Mortgage.
- (b) Interest is calculated on the Mortgage Balance Outstanding on the first of the month based on the Mortgage Balance Outstanding at the end of the previous month. A recalculation of interest will apply at the end of the current month based on the daily balance for each day of that month. An adjustment of interest will be applied to the Loan Account. Where interest charged on the first of the month is greater than the interest owing, a credit interest will apply to the Loan Account. Where interest charged on the first of the month is less than the interest owing, a debit interest will apply to the Loan Account.
- (c) You will pay us interest on the Mortgage Balance Outstanding. If there is a Mortgage Balance Outstanding on the expiry of the Term, interest will continue to be applied to the Mortgage Balance Outstanding until it is repaid in full. Please note that making Monthly Payments will not discharge any

arrears in respect of Monthly Payments that have arisen or interest on such arrears. We may agree to capitalise arrears or interest on arrears by agreement with you. Where any sum due remains unpaid, interest may be payable by the

- (d) borrower in any month on a daily basis at a rate equal to 5% per annum over the interest rate charged under the Current Account Mortgage, compounded on the last day of the previous month on the total of all unpaid sums. An unpaid sum can include not only the monthly mortgage repayment but also property and life insurance premiums, Unauthorised Withdrawals, legal costs, expenses or other sums incurred under the mortgage.

16 Title

Ulster Bank Ireland DAC reserves the right to require, at its own expense, that an investigation of title of the proposed securities be carried out by a solicitor nominated by Ulster Bank Ireland DAC or alternatively to require that the applicant's solicitor close the loan with a solicitor nominated by Ulster Bank Ireland DAC without explanation to the applicant(s) or the applicant(s) solicitor as to the reason for either requirement.

17 Valuation Report

- (a) Ulster Bank Ireland DAC is obliged to have a Valuation Report. The fee will be refunded where Ulster Bank Ireland DAC refuses a loan application. The fee is determined by the value of the property, as per scale of valuation fees, details of which are available at www.ulsterbank.ie/brochures.
- (b) This Valuation Report is prepared for the sole use of Ulster Bank Ireland DAC and no responsibility is accepted by Ulster Bank Ireland DAC for the whole or any part of its contents. The report relates to the value of the property and is for the sole purpose of enabling Ulster Bank Ireland DAC to assess the adequacy of the security. It is not a report on the condition of the structure or fabric of any building. Roof spaces, services and woodwork will not be inspected nor are parts of the structure that are covered or are inaccessible.
- (c) Mortgagor should obtain his own survey report for his own protection.
- (d) In the case of property being purchased, Ulster Bank Ireland DAC does not warrant that the purchase price is reasonable. The valuation is conditional upon there being all lawful consents and permission for the building of the property, for use of the property, and for the access to and drainage of the property, and the property not being the subject of any proposed compulsory requisition.

18 Tax Relief at Source (TRS)

- (a) From the 1st of January 2002 tax relief for home mortgage interest (called TRS) is no longer given through the tax system it is instead granted at source. This means that the tax relief element on mortgage interest is granted in the form of a reduced monthly mortgage repayment.
- (b) If you wish to apply for TRS, please send a completed declaration form TRS1 directly to the Revenue Commissioners. This form is included in this Loan Offer pack. For further queries you can contact us on 0818 210275.
- (c) The operations of TRS is subject to audit by the Revenue Commissioners. Any such audit may include the examination of our files / records held in respect of the Borrower which is a permitted exception under the Data Protection Acts 1998 to 2003 and therefore does not constitute a breach of the Borrower's rights under those Acts.
- (d) TRS applies to interest on borrowings used for the purpose of purchasing or renovating your Principal Private Residence. Therefore, you are obliged to advise the Revenue Commissioners of the percentage (%) of the Total Loan Amount qualifying for tax relief, i.e. the amount of the Total Loan used for your Principal Private Residence, if you have funds in your Facility Account and you do not use these funds your TRS entitlement will be affected. You should apply to the Revenue Commissioners for any TRS adjustments after the year end.

19 Redemptions

- (a) Should you require to redeem your loan prior to the term stated on the Loan Offer, it is important to note that the full redemption figure cannot be finalised, (i) until the facility Laser Card(s), if applicable, have been returned to Ulster Bank Ireland DAC, (ii) until each of the Accountholders confirm in writing that they have no claim against Ulster Bank Ireland DAC under any of these Terms and Conditions, and (iii) for a period of 30 days after the written redemption request is received. This is to ensure that all Laser Transactions which may be outstanding can be debited to the Facility Account. Satisfaction of the above conditions will be deemed to be final confirmation of a redemption request.
- (b) It is important to note that once Ulster Bank Ireland DAC has received final confirmation of a redemption request the Facility Account will be closed with immediate effect, preventing any future lodgement to and withdrawals from the Facility Account.
- (c) When the mortgage is redeemed in full, both the Facility Account and the Loan Account will be closed with immediate effect.
- (d) The balance on the Facility Account must not equal or exceed the balance remaining on the Loan Account. If at any time the balance on the Facility Account is greater than or equal to the Loan Account balance the mortgage is redeemed in full.
- (e) A list of fees which must be paid can be obtained at www.ulsterbank.ie/brochures.

20 Introduction of new features

We may offer new features to the Current Account Mortgage. In the event that new features are introduced the Accountholder(s) will be notified accordingly.

21 No Liability for Loss

Ulster Bank Ireland DAC will not be liable to you for any loss you may suffer if we fail to perform any of our obligations under these Terms and Conditions as a direct

or indirect result of anything outside our reasonable control. This includes but is not limited to industrial dispute, failure or fluctuation of power or telecommunications supplies or any equipment or error in any software, error or lack of clarity in your instructions, failure or delay in the supply of services to us by a third party. Ulster Bank Ireland DAC will not under any circumstances whatever be liable for any indirect losses or losses of profit.

22 Default

- (a) The whole amount of your Mortgage Balance Outstanding will become immediately repayable and Ulster Bank Ireland DAC will be entitled to exercise their right to sell the Property and it will not be possible to make further withdrawals from the Facility Account:
- (i) if you fail to make at least the monthly repayment in any month without the prior written consent of Ulster Bank Ireland DAC and where there are insufficient funds in the Facility Account to discharge the monthly repayment; or
- (ii) if you fail to make at least the monthly repayment in any month without prior written consent of Ulster Bank Ireland DAC and where it is not possible for Ulster Bank Ireland DAC to discharge the monthly repayment using the Facility Account (in which case Ulster Bank Ireland DAC may, at its discretion, deactivate or close the Facility Account); or
- (iii) if you exceed the Loan Limit.
- (b) This Condition 22 does not limit the rights of Ulster Bank Ireland DAC to require early repayment of the loan in any of the circumstances set out in the Mortgage Deed.
- (c) If you withdraw in excess of the Loan Limit you must pay Ulster Bank Ireland DAC the amount above the Loan Limit (the "Excess") immediately. We may charge you a fee to cover our administration costs in connection with you exceeding the Loan limit and an increased interest rate on the Excess until paid. We may change these charges from time to time upon giving reasonable notice. Nothing in this condition limits our rights under condition 22(a).
- (d) If condition (c) above applies, exceeding the Loan limit will not be treated as a breach for the purposes of condition (a) (although it will be treated as a breach for all other purposes). Nothing in this condition limits our rights under condition 22(a)(i).
- (e) In the event that you default on the Facility Account it is important to note that the function of the Facility Account will cease until such time as the Facility Account is in order.

23 Your Instructions

- (a) We will accept written instructions bearing the original signature of each Accountholder. This does not include instructions sent by facsimile or instructions with a facsimile of your signature. We will be entitled to act on any such written instructions (both for withdrawals and otherwise) which appear to us to be genuine. We may require your instructions to be in a particular form which we will specify.
- (b) We may accept instructions by telephone (for joint accounts, see below). If you wish to give us instructions by telephone we will agree security procedures with you before accepting the first instruction. By using the facility to give instructions by telephone, you agree to any security procedures we have provided to you in connection with it. We will be entitled to act on any instruction where we have followed these security procedures. This applies whether or not the instructions were actually given by you.
- (c) In the case of joint Accountholders Ulster Bank Ireland DAC will not accept telephone instructions unless all Accountholders have given us prior authorisation to do so in writing.

24 Residential Investment Properties

This condition applies only where the property is let to a third party.

- (a) The Loan Offer is written on the basis that the whole of the Property has been or will be let on foot of a single or one residential lease only for a fixed term of not more than twelve months.
- (b) In the event that the Mortgagor receives a mortgage from Ulster Bank Ireland DAC for the purpose of purchasing a Principal Private Residence and subsequently this property is let to a third party, the Mortgagor undertakes to inform Ulster Bank Ireland DAC in writing within one month of this material change. The subsequent letting to a third party of the Principal Private Residence may have implications under the terms and conditions of the mortgage product.

25 Events Causing Full Loan Repayment

- (a) As well as the reasons given in Condition 19(b) and Condition 22, the whole amount of your Mortgage Balance Outstanding will be immediately repayable and our statutory power of sale shall arise and be exercisable (in respect of each of the properties charged to Ulster Bank Ireland DAC) if you have charged more than one property to Ulster Bank Ireland DAC and you breach any obligations contained in the Current Account Mortgage Loan offer and Specific Conditions and General Terms and Conditions in respect of any one or more of the properties.
- (b) Ulster Bank Ireland DAC reserves the right to review the portfolio of properties as a whole in the event of you wishing to redeem this Advance and Ulster Bank Ireland DAC may refuse to release the property if the remaining properties securing the Amount Secured are, in the sole opinion of Ulster Bank Ireland DAC, inadequate security for the amounts set out in the relevant Loan Accounts (which represent the limits to which the relevant Amounts Secured may increase from time to time).
- (c) In addition to the circumstances set out in the Current Account Mortgage Terms and Conditions the Amount Secured shall be immediately repayable to us and the statutory power of sale shall arise and be exercisable in respect of each of the Properties charged to us as security for the Amount Secured:

- (i) on your being in breach of your obligations in respect of any one of the Properties charged to secure the Amount Secured; or
- (ii) on your being in breach of your obligations under any offer letter relating to the Amount Secured.

26 Repaying Part of the Advance

If you have charged more than one Property to Ulster Bank Ireland DAC and you wish to repay the advance secured on one or more (but not all) of these Premises, Ulster Bank Ireland DAC may refuse to release any Properties unless we are satisfied in our sole discretion that Properties that will remain charged to us will constitute adequate security for all remaining loan amounts.

27 Family Home Protection Act

- (a) Each joint Mortgagor, shall be fully bound, jointly and severally, by the covenants and conditions contained in the Mortgage, the Loan Offer, the Specific Conditions and in these Terms and Conditions.
- (b) Where one joint Mortgagor is a spouse (the "Spouse") of another joint Mortgagor, the Spouse is deemed to have executed the Mortgage for the purposes of signifying his or her prior consent to the Mortgage as such may be required by the Family Home Protection Act, 1976.
- (c) The Mortgagor hereby certifies that he has reached the age of 18 years and that he has not entered into any agreement to marry which has been terminated within a period of three years prior to the Mortgage Deed.
- (d) The Mortgagor undertakes to inform The Manager, Current Account Mortgage Department, Ulster Bank Ireland DAC, Block B, Central Park, Leopardstown, Dublin 18 in writing, within two months of any change in his marital status and without prejudice to the generality of the foregoing in particular of his marriage, divorce, separation, re-marriage or his entering into a separation agreement or marriage contract or the receipt of any claim or notice of a claim under any of the provisions of the Family Home Protection Act, 1976, the Family Law Act, 1981, the Judicial Separation and Family Law Reform Act, 1989, Family Law Act, 1995 and the Family Law (Divorce) Act 1996, thereafter collectively referred to as the "Family Law Acts") and further undertakes not to seek or take down an additional or future advance or make any further withdrawal from the Facility Account whatsoever without fully advising Ulster Bank Ireland DAC of such changes or any matter which might adversely affect the security under the provisions of the Family Law Acts.

28 The Facility Account

- (a) The Facility Account funds will be available, if applicable, the day after the final drawdown of the Mortgage upon successful application thereof. The
- (b) cancellation or dissolution of the Facility Account, or of any features thereof (e.g. ATM, Laser), shall not automatically have the effect of closing the Current Account Mortgage Loan Account. Subject to conditions 28(d) any
- (c) reduction in the funds available through the Facility Account will cause an increase of an equal amount to the Mortgage Balance Outstanding.
- (d) In the event that a repayment is unpaid in the Loan Account, Ulster Bank Ireland DAC has the right to deduct the amount due from the Facility Account and credit any amount withdrawn to the Loan Account, if there are funds available. The rights and obligations of Ulster Bank Ireland DAC the
- (e) Accountholder arising out of the issue and use of the card shall be governed and construed in accordance with the laws of the Republic of Ireland. The Card must be used in
- (f) accordance with these Terms and Conditions. Upon signing the Loan Acceptance, the Accountholder will agree to be bound by these Terms and Conditions. The Card is issued for the Accountholder's sole
- (g) use. It is not transferable and every reasonable precaution to ensure its safety should be taken. The Card shall remain the property of Ulster Bank Ireland DAC. It must be returned to Ulster Bank Ireland DAC at its request, and it may be retained by Ulster Bank Ireland DAC or any authorised person acting on behalf of Ulster Bank Ireland DAC.
- (h) On the death of a sole Accountholder the Facility Account will be deactivated with no funds available for withdrawal, in accordance with Ulster Bank Ireland DAC's procedures. (see condition 31(c) in relation to joint account holders).
- (i) Ulster Bank Ireland DAC will maintain the Facility Account for the Accountholder and will charge to the Facility Account the amounts of any Government Duty payable in respect of the Facility Account, all goods and services and all Cashback amounts obtained by the Cardholder using the Card.
- (j) In the event that any provision of these Terms and Conditions is declared void or unenforceable or becomes an unlawful operation, such provision shall not affect the rights and duties of the parties with regard to the remaining provisions which shall continue to be binding.
- (k) Ulster Bank Ireland DAC is authorised to debit the Facility Account with any Demand on or in relation to the Facility Account and/or to carry out the instructions of the Accountholder notwithstanding that such Demand gives rise to an Unauthorised payment.
- (l) On renewal of a Card, details regarding obtaining of the Card will be forwarded to the Account.

29 The Cardholder Shall:

- (a) keep secure his/her PIN and shall not record it on his/her Card nor shall he/she keep a written record of the number in any circumstances in which that written record and the Card are likely to be lost, stolen or copied together or given verbally.
- (b) take all reasonable care and precaution in the custody of the Card and ensure that the Card is not lost, mislaid, stolen or used in an unauthorised or irregular manner;

- (c) not use the Card so as to create any indebtedness to Ulster Bank Ireland DAC which has not been previously authorised by Ulster Bank Ireland DAC; and
- (d) not use the Card before or after the period for which it is stated to be valid and not use the Card after any notification of its cancellation or withdrawal is given to the Accountholder either by Ulster Bank Ireland DAC or by a person acting on behalf of Ulster Bank Ireland DAC.

30 Identification

To ensure compliance with the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 – 2018 (as may be amended from time to time) the Accountholder may be required to produce to Ulster Bank Ireland DAC satisfactory evidence of identity and the current permanent address by means of supporting documentation.

31 Joint Accounts

- (a) Where a Card is issued in respect of a Facility Account maintained by two or more persons then each such person shall be jointly and severally liable for any indebtedness created or extended by the use of the Card and shall remain liable notwithstanding any cancellation of the Card or determination of the mandate for the operation of such a Facility Account.
- (b) Where the Facility Account is a joint Facility Account, all parties to the Facility Account hereby authorise anyone of them to operate the Facility Account on his or her sole authority, and all instructions issued and all acts done by any one party in relation to the Facility Account or any of the services connected to the Facility Account and provided by Ulster Bank Ireland DAC from time to time shall be deemed to be the instructions and acts of all the parties, and any liabilities incurred howsoever arising from such instructions and acts shall be the joint and several liabilities of all parties.
- (c) On the death of any party to a joint Facility Account, the right and/or liabilities in respect of the joint Facility Account become vested in the survivor(s), without prejudice to the rights which Ulster Bank Ireland DAC may have against the estate of the deceased party in respect of any liabilities in respect of such Facility Account including, without prejudice to the generality of the foregoing, any right of lien, set off and/or combination of accounts.
- (d) All correspondence, notices and statements, in relation to joint Facility Accounts will be sent to the Account Address and shall be deemed sufficient notice to all parties to the Facility Account.
- (e) As long as any additional Accountholder(s) has a liability to Ulster Bank Ireland DAC under these Terms and Conditions, Ulster Bank Ireland DAC shall disclose to such additional Accountholder(s) details of the mortgage as well as the Specific Conditions and these Terms and Conditions and the principal Accountholder authorises and permits Ulster Bank Ireland DAC to disclose such information to any such additional Accountholder(s).
- (f) The use of the Card by the Cardholder will be taken as a declaration to Ulster Bank Ireland DAC in the case of a joint Facility Account, that all of the joint holders of the Facility Account are living.

32 Statements

- (a) Ulster Bank Ireland DAC will prepare and will send periodic statements of account to the Accountholder at the Account Address. The periodic statements
- (b) will contain details of both the Loan Account and the Facility Account.
- (c) It shall be the duty of the Accountholder to examine and check the correctness of the entries in the statements rendered promptly after receipt and to report at once to Ulster Bank Ireland DAC any error or discrepancy found therein.
- (d) Should the Accountholder feel that there is any error or discrepancy in, or has otherwise raised any objection to, any entry in a statement rendered, the Accountholder shall immediately confirm same in writing to Ulster Bank Ireland DAC along with a copy of the statement, and Ulster Bank Ireland DAC shall then review same and contact the customer by return.
- (e) Without prejudice and in addition to any other duty of care owed by, or any other obligation of, the Accountholder to Ulster Bank Ireland DAC by operation of law or by necessary implication, it shall also be the duty of the Accountholder to take all proper and reasonable measures in the conduct and management of the business of the Accountholder with Ulster Bank Ireland DAC in relation to the operation of the Account so as to prevent loss or damage of any kind whatsoever consequential or otherwise to Ulster Bank Ireland DAC, and the Accountholder shall be liable to Ulster Bank Ireland DAC and shall hold Ulster Bank Ireland DAC indemnified in respect of loss or damage of any kind whatsoever consequential, arising from the failure to perform such duties.
- (f) Entries in an account of payments by means of a direct debit or standing order shall be prima facie evidence that the payment represented thereby was duly authorised and shall be binding on Ulster Bank Ireland DAC and the Accountholder unless and until the contrary is proved.

33 Loss, Theft or Other Misuse

- (a) When you receive your Card(s) you will also receive a telephone number to contact Ulster Bank Ireland DAC in the event that your Card is lost, mislaid, stolen or used in an unauthorised or irregular manner or if the Accountholder suspects that the PIN is known to another person without the Accountholder's authority or consent. If such notification is given orally it must be confirmed in writing to The Manager, Current Account Mortgage Department, Ulster Bank Ireland DAC, Block B, Central Park, Leopardstown, Dublin 18, within 2 days from the date of the oral notification. If such notification is received orally it shall be treated as taking effect from the time of oral notification. Until notification is received by Ulster Bank Ireland DAC, the Accountholder will remain liable for any transaction effected by unauthorised use of the Card.

- (b) The Accountholder will be liable for any transaction effected as a result of the divulging of the PIN to, or by use of the Card by, any person other than the Accountholder who acquired possession of it with the consent of the Accountholder before such notification is received (and subject to written confirmation as above) as if the Accountholder had used it personally.
- (c) The Accountholder will give Ulster Bank Ireland DAC or any person acting on behalf of Ulster Bank Ireland DAC all available information as to the circumstances, mislaying or theft of the Card or disclosure of the PIN and will take all reasonable steps to assist Ulster Bank Ireland DAC or any person acting on behalf of Ulster Bank Ireland DAC to recover the missing Card.
- (d) Ulster Bank Ireland DAC shall not debit the Account in respect of any transaction effected after the Accountholder has notified Ulster Bank Ireland DAC in accordance with conditions 33(a) to 33(c) above that the Card has been lost, mislaid, stolen or misused in an unauthorised or irregular manner. The Accountholder shall bear the loss sustained up to the time of notification to Ulster Bank Ireland DAC, in accordance with conditions 33(a) to 33(c) above, as a result of any loss, mislaying or theft of the Card and the Accountholder shall be liable as if the Card had been personally used where the Accountholder acted fraudulently, knowingly or with gross negligence or where the Cardholder failed to comply with Condition 29 and the Accountholder fails to comply with Condition 33.

34 Data Protection

Who we are

We are a member of The Royal Bank of Scotland Group plc ("the RBS Group" or "RBS") and we are responsible for processing your information. More information about the RBS Group can be found at www.rbs.com by clicking on 'About Us'.

Your Information

- 34.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other RBS companies and third parties.
- 34.2 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice, Ulster Bank Ireland DAC Privacy Notice – Long form, (our "Privacy Notice") at www.ulsterbank.ie/privacy.
- 34.3 In respect of any personal information relating to a third party that you provide to us, you must:
 - (a) notify the third party that you are providing their personal information to us and obtain their permission;
 - (b) provide the third party with a copy of our Privacy Notice and these Terms and Conditions;
 - (c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - (d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 34.4 Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 34.5 We will not share your information with anyone outside RBS except:
 - (a) where we have your permission;
 - (b) where required for your product or service;
 - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - (d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - (e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - (f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - (g) with debt collection agencies;
 - (h) with the Central Credit Register, credit reference and fraud prevention agencies;
 - (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - (j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal, including, without limitation, loan portfolio sales, securitisations or other transaction relating to our business and/or assets held by our business where information may be shared with any relevant third party;
 - (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - (l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.

- 34.6 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 34.7 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 34.8 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 34.9 We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

35 Return, Cancellation, or Suspension of the Card

- (a) The Card may be cancelled or discontinued immediately upon notice to that effect being given by Ulster Bank Ireland DAC to the Accountholder or by the Accountholder to Ulster Bank Ireland DAC. The use of the Card may also be suspended without notice by Ulster Bank Ireland DAC. In any such case, any liabilities incurred by the use of the Card prior to such cancellation, suspension or discontinuance shall remain unaffected.
- (b) The Cardholder may at any time without notice return to Ulster Bank Ireland DAC the Card issued to the Cardholder. Ulster Bank Ireland DAC may also at any time without notice cancel or refuse to renew or replace the Card. In either case the liabilities or obligations of any additional Cardholder(s) or the principal Cardholder incurred prior to such return, cancellation or refusal shall remain unaffected. Unless and until such return, cancellation or refusal takes place Ulster Bank Ireland DAC may provide a new Card for the principal Cardholder and any additional Cardholder(s) from time to time.

36 Payment Card Guarantee

- (a) Subject to the limits set out in condition 36(c) hereof, Ulster Bank Ireland DAC guarantees payment made by the Cardholder with the Card within the Republic of Ireland if:
 - (i) The Card has not been deliberately altered or defaced in any way;
 - (ii) The card is presented to the Retailer and the Laser Transaction is effected through a POS terminal;
 - (iii) The Laser Transaction voucher is signed in the presence of the Retailer, the signature corresponds with that on the reverse of the Card and the signature is that of Ulster Bank Ireland DAC's customer named on the Card; and
 - (iv) The Laser Transaction is completed before the expiry of the Card.
- (b) Where the Cardholder is not present at the time the Laser Transaction is effected but uses telephonic or written communication, Ulster Bank Ireland DAC, subject to the limits set out in Condition 36(c) hereof, guarantees payment made by the Cardholder with the Card within the Republic of Ireland if the Cardholder quotes:
 - (i) the Card number;
 - (ii) the expiry date of the Card;
 - (iii) the name, Account, Address and telephone number of the Cardholder;
 - (iv) the amount of the transaction; and
 - (v) if different from the Cardholder's Account Address, the address to which the goods/services, the subject of the Laser Transaction, are to be delivered (if applicable).
- (c) Subject to compliance with Condition 36(a) or Condition 36(b) above, Ulster Bank Ireland DAC guarantees payment not exceeding €1,500 (fifteen hundred euro) in any single transaction, provided always that (i) the amount of any cash advanced under Cashback as part of a Laser Transaction shall not exceed €100 (one hundred euro) or such other amount as may, from time to time, be determined by Ulster Bank Ireland DAC and (ii) there are sufficient funds in the Facility Account.

37 Retailers

- (a) In some cases it may be necessary for a Retailer to obtain specific authorisation from Ulster Bank Ireland DAC or its agents to honour the Card for a particular transaction.
- (b) Ulster Bank Ireland DAC shall not be liable for the refusal of any Retailer to accept or honour the Card. Where a Retailer becomes liable to make any refund to a Cardholder Ulster Bank Ireland DAC will credit the amount to be refunded only on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer. Ulster Bank Ireland DAC will not be responsible for goods and services it does not supply and in relation to such goods and/or services. Ulster Bank Ireland DAC will have no dealings on behalf of the customer.

38 Refusal to Honour Demands

- (a) It shall be open to Ulster Bank Ireland DAC at all times, without notice, to refuse to meet any Demand which creates an Unauthorised Payment.
- (b) Ulster Bank Ireland DAC shall not be obliged to effect any payment pursuant to instructions including any standing order or direct debit if at any time when such payment should be made the Cleared Balance of the Facility Account is insufficient to meet such payment.

- (c) Ulster Bank Ireland DAC shall use its reasonable endeavours to credit and clear in the normal course all lodgements to an Account within a reasonable time in accordance with the instructions of the Accountholder. The Accountholder irrevocably consents to the publication of any statement and/or innuendoes and/or communications made by Ulster Bank Ireland DAC which may be construed as suggesting that the Accountholder had insufficient funds to meet a Demand or Demands on the Facility Account.

39 Payment Using the Card

- (a) Payment using the Card for a Laser Transaction may not be countermanded by a Cardholder for whatever reason and Ulster Bank Ireland DAC may debit the amount of any such payment to the Facility Account. The Card may only be
- (b) used within the available balance on the Facility Account at the time of the Laser Transaction.
- (c) Payment using a Laser Card may not be used against Uncleared items until such time as the items have been cleared. The Card is not a credit card and should not be used to cause the Facility Account to become overdrawn.

40 Repayment

- (a) The whole of the Mortgage Balance Outstanding shall become due and payable to Ulster Bank Ireland DAC on the bankruptcy or, subject to Condition 31(c), death of the Accountholder or (at Ulster Bank Ireland DAC's discretion) if the Accountholder is in breach of any of the Terms and Conditions.
- (b) Subject to condition 33(d), Ulster Bank Ireland DAC may debit the Facility Account with all amounts paid by the use of the Card.
- (c) The Accountholder is responsible for ensuring the correctness and accuracy of all payment instructions and Ulster Bank Ireland DAC does not accept any responsibility in respect of same.
- (d) We will inform you monthly of the minimum Monthly Payment to be made by you. If you are paying too much, we will not automatically reduce your Monthly Payments unless you ask us to. If at any time you are not paying enough for example where interest rates increase, we will increase your Monthly Payments automatically. If you wish, you may instruct us at any time to increase the Monthly Payments in order to effect repayment before the end of the Term. If you fail to make any payments when due to us, we will not include any such arrears in your subsequent Monthly Payments. Such arrears will continue to be due and owing by you and will continue to accrue interest under these Terms and Conditions. We may agree to capitalise any arrears or interest by agreement with you.

41 Set Off and Combination of Accounts

- (a) In addition to any general lien or similar right to which Ulster Bank Ireland DAC as bankers may be entitled by law, it may at any time and without notice to the Accountholder(s):
 - (i) Combine or consolidate all or any Accountholder's accounts with any liabilities to Ulster Bank Ireland DAC; and
 - (ii) Set off or transfer any sum or any sum standing to the credit of anyone or more of such accounts in or towards satisfaction of any of the liabilities of the Accountholder(s) on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral, and several or joint. Ulster Bank Ireland DAC shall be entitled to refuse to honour any Demand on any account if, as a result of the exercise of Ulster Bank Ireland DAC's rights under this clause, if such account is not in credit.
- (b) Any property held by way of legal or equitable mortgage or otherwise howsoever held, now or at any future time, shall be security for all liabilities. All legal charges and other costs associated with completion of Ulster Bank Ireland DAC's security requirements are the Accountholder's responsibility. (This does not limit our rights under Condition 16).

42 Fees and Charges

- (a) Ulster Bank Ireland DAC will charge to the Facility Account the amount of any fees and charges, together with the amounts of any Government duty, payable in respect of the Account. Full details of fees and charges (if any) applicable to the Account are detailed in our booklet "A Guide to Personal Accounts Fees and Interest", which is available from our website www.ulsterbank.ie/brochures.
- (b) Ulster Bank Ireland DAC reserves the right to levy transaction fees, account charges, management/service charges, periodic fees and/or commission(s) and any other such charges in relation to the maintenance/operation of the Account and which may be charged directly by Ulster Bank Ireland DAC to the Facility and may be increased or reduced by Ulster Bank Ireland DAC from time to time, and any such increase or reduction shall be effective on a date to be specified by Ulster Bank Ireland DAC.

43 Amendment of Terms and Conditions

- (a) Ulster Bank Ireland DAC reserves the right at all times to introduce new services, terms and conditions and to vary existing terms and conditions upon notice thereof to the Accountholder by any means Ulster Bank Ireland DAC considers reasonable, in which circumstances the Accountholder shall be free to dissolve this contract with Ulster Bank Ireland DAC and upon so doing shall forthwith discharge all and any outstanding liabilities to Ulster Bank Ireland DAC. Ulster Bank Ireland DAC further reserves the right to suspend or withdraw any of the services available in respect of the Card and where such right is exercised Ulster Bank Ireland DAC will inform the Accountholder immediately.
- (b) The Accountholder shall be deemed to have agreed to the new Terms and Conditions or amendments, or variations of existing Terms and Conditions proposed by Ulster Bank Ireland DAC, where the Accountholder, having been given notice thereof, continues to make use of the Card.

44 Waiver

- (a) No time or indulgence which Ulster Bank Ireland DAC may extend to the Accountholder nor any waiver by Ulster Bank Ireland DAC of any breach of any term or condition of these Terms and Conditions shall affect Ulster Bank Ireland DAC's rights and powers thereunder.
- (b) If, notwithstanding the foregoing waiver, Ulster Bank Ireland DAC is held responsible in respect of any of the foregoing breaches, Ulster Bank Ireland DAC's liability however arising shall be limited in all circumstances to the total amount of the lodgement or the demand not honoured as the case may be. In no event shall Ulster Bank Ireland DAC be liable for any loss of profits, or special or consequential damages suffered by the Accountholder including interest charges.
- (c) Ulster Bank Ireland DAC shall not be liable in respect of any claim under Condition 44(b) hereof or otherwise arising hereunder unless made in writing to Ulster Bank Ireland DAC within 3 calendar months of the date of which material(s) giving rise to such claim occurred.

45 Withdrawals

- (a) You may not make any withdrawals or transfers from the Facility Account and Ulster Bank Ireland DAC will not be obliged to carry out any standing instructions to make payments out of the Account:
 - (i) if, without Ulster Bank Ireland DAC's prior written consent any mortgage payment has not been paid on time and there are insufficient funds in the Facility to discharge the mortgage payment(s); or
 - (ii) if you have overdrawn on your Facility Account or if the payment would cause the Facility Account to be overdrawn.
- (b) We may cancel the facility to make withdrawals or transfers from the Facility Account entirely:
 - (i) if, without Ulster Bank Ireland DAC's prior written consent, you fail to make a monthly mortgage payment on time or if you make withdrawals exceeding the available balance in the Facility Account; or
 - (ii) if you either die or make a petition under the Personal Insolvency Act, 2012 or have a Bankruptcy Order made against you under that Act or if you petition the Court for your own bankruptcy; or
 - (iii) if a winding up order is made against Ulster Bank Ireland DAC or if a receiver is appointed over all or any of Ulster Bank Ireland DAC's assets or if a petition for an administration order against Ulster Bank Ireland DAC is presented; or
 - (iv) if any information provided by you to Ulster Bank Ireland DAC is in the course of applying for this mortgage product or otherwise is false or misleading; or
 - (v) on giving you 30 days' notice at any time.
- (c) If Ulster Bank Ireland DAC cancels the facility to make withdrawals or transfers under condition 45(b)(v) above, the Accountholder will be able to withdraw the available credit within the 30 day notice period Ulster Bank Ireland DAC give you.

46 Use of Loan

Monies borrowed under the Current Account Mortgage must not be used for business or commercial purposes.

47 About us

- 47.1 We are subject to the Central Bank of Ireland Consumer Protection Code 2012, the Code of Conduct on Mortgage Arrears and the Code of Conduct on the Switching of Payment Accounts with Payment Service Providers. These Codes can be found on the Central Bank of Ireland's website, www.centralbank.ie. Our Terms of Business, which include a summary of our Conflicts of Interest Policy, can be found at our website by following this link, www.ulsterbank.ie/brochures.
- 47.2 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, Customer Care, Ulster Bank, FREEPOST, Leopardstown, Dublin 18. Alternatively, you can call us on 1800 200 162 or complete an online complaint form available on our website www.ulsterbank.ie/help-and-support/how-to-make-a-complaint/complaint-form.html

- 47.3 If you are still not satisfied after following our procedures, you can ask the Financial Services and Pensions Ombudsman to review the complaint. Write to: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 or telephone 01-567 7000 or Email: info@fspo.ie.
- 47.4 We may monitor and record phone calls to or from us. We may do this to check any instructions you give us over the phone and to help train our staff. We will inform you at the start of the call if the call is being recorded.
- 47.5 Textphone users please dial 1800 924 615.
- 47.6 Information is correct at time of going to print.
- 47.7 Ulster Bank Ireland DAC is registered with the Office of the Data Protection Commissioner. See www.dataprivacy.ie for a copy of our registration.
- 47.8 Authorised and regulated by the Central Bank of Ireland.
- 47.9 Ulster Bank Ireland DAC is registered in Ireland. Registration Number 25766 and Registered Office at Ulster Bank Group Centre, George's Quay, Dublin 2. The main business of Ulster Bank Ireland DAC is providing banking services and our principal place of business is Ulster Bank Group Centre, George's Quay, Dublin 2.
- 47.10 Ulster Bank Ireland DAC 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 Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.
- 47.11 The VAT number of Ulster Bank Ireland DAC is IE/9/E/61585W.



Information correct at 1st April 2023.

Ulster Bank Ireland DAC. A private company limited by shares, trading as Ulster Bank, Ulster Bank Group, Banc Uladh, Lombard and Ulster Bank Invoice Finance. Registered in Republic of Ireland. Registered No.25766. Registered Office: Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18, D18 N153. Ulster Bank Ireland DAC is regulated by the Central Bank of Ireland. Calls may be recorded.