

Ulster Bank Former CAM Mortgage General Terms and Conditions – effective 23rd May 2024

These terms and conditions are the “Ulster Bank Former CAM Mortgage” Terms and Conditions (formerly the “Ulster Bank Current Account Mortgage Loan”). These terms and conditions have been updated in light of the removal of the ability to offset a linked current account with a credit balance against your mortgage balance, and other associated changes.

General Terms and Conditions

1 Introduction

These Terms and Conditions apply in all circumstances to Ulster Bank Ireland DAC’s Former CAM 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 Loan 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 a Loan Account including his/her legal representatives.
- (c) “**Advance**” means the loan advanced under the terms of the Former CAM Mortgage 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) “**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.
- (f) “**Company**” means Ulster Bank Ireland DAC and its permitted transferees, successors and assigns.
- (g) “**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.
- (h) “**Former CAM Mortgage**” means this mortgage product which comprises the Loan Account.
- (i) “**Group**” means the NatWest group of companies of which we are a member.
- (j) “**Loan Account**” means your Mortgage Balance Outstanding as permitted.
- (k) “**Loan Offer**” means the Former CAM Mortgage Offer specific to the customer number quoted therein.
- (l) “**Loan Start Date**” means the date of drawdown of the loan cheque.
- (m) “**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 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.
- (n) “**Monthly Repayment Date**” means the date on which you have agreed to make your Monthly Payment.
- (o) “**Mortgage Balance Outstanding**” means the actual amount owed by the Customer to the Company under the Former CAM Mortgage at any given time.
- (p) “**Mortgagor**” means the person whose property is being charged by this Former CAM Mortgage.
- (q) “**Principal Private Residence**” means a residence situated in the State which is a person’s sole or main residence.
- (r) “**Property**” means the property on which the loan is secured.
- (s) “**Repayment Scheme**” means the monthly repayments calculated following any drawdown under the Advance, at least the minimum amount (rounded up to the nearest euro) calculated by us as at that drawdown as being necessary to reduce the total amount drawn under the Advance together with interest and charges to zero on or before the end of the Term (which payment may be revised in accordance with Condition 32).
- (t) “**Security Address**” means the address of the property on which the loan is secured.
- (u) “**Specific Conditions**” means the Former CAM Mortgage Specific Conditions included in the Former CAM Mortgage Offer letter.
- (v) “**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.
- (w) “**Terms and Conditions**” means the Former CAM Mortgage Specific and General Terms and Conditions.

- (x) “**Total Loan Amount**” means the amount of funds for which you have received loan approval.
- (y) “**Ulster Bank Ireland DAC**” means Ulster Bank Ireland Designated Activity Company and its permitted transferees, successors and assigns.

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
- (d) 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) 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 Former CAM Mortgage acceptance and the solicitor must attach the Former CAM Mortgage 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.

6 Security

- (a) The loan advance must be secured by a first legal all sums due mortgage on the property(ies) offered as security.
- (b) The solicitor, who may be required to 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 a date each month, as agreed with us (the “**Monthly Repayment Date**”). If the Monthly Repayment Date falls on a non-business day in a given month, the payment will be due on the following business day. The first repayment is due on the first Monthly Repayment Date of the month following the release of the loan cheque. When the date of the release of the loan cheque is on or after the Monthly Repayment Date, the first full repayment, due on the Monthly Repayment Date 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 previous 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**”). The Policy shall be a decreasing 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 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.
- (d) Any building works or change of use must be carried out in 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 Former CAM 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 Former CAM 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 Former CAM Mortgage.
- (b) Interest will be calculated on the daily cleared balance on the Account on the basis of a 365-day year and applied in accordance with the provisions of these Terms and Conditions.
- (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.
- (d) Where any sum due remains unpaid, interest may be payable by the borrower in any month on a daily basis at a rate equal to 5% per annum over the interest rate charged under the Former CAM 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. 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 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 (ii) for a period of 30 days after the written redemption request is received. Satisfaction of the above conditions will be deemed to be final confirmation of a redemption request.
- (b) When the mortgage is redeemed in full, the Loan Account will be closed with immediate effect.
- (c) A list of fees which must be paid is available from our website www.ulsterbank.ie/brochures

20 Introduction of new features

We may offer new features to the Ulster Bank Former CAM 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 if you fail to make at least the monthly repayment in any month without the prior written consent of Ulster Bank Ireland DAC.
- (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.

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.
- (d) Subject to Condition 23(c), in the case of joint Accountholders, each Accountholder hereby authorises anyone of them to provide instructions in relation to the Loan Account on his or her sole authority, and all instructions issued and all acts done by any Accountholder in relation to the Loan Account or any of the services connected to the Loan 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.

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 Ulster Bank Former CAM 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 Ulster Bank Former CAM 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 Ulster Bank Ireland DAC 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, hereinafter collectively referred to as the "Family Law Acts") and further undertakes not to seek or take down an additional or future advance 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 Identification

To ensure compliance with the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 – 2021 (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.

29 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 will contain details of both the Loan Account and the Facility Account.
- (b) 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.
- (c) 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.
 - (g) All correspondence, notices and statements, in relation to joint Loan Accounts will be sent to the Account Address and shall be deemed sufficient notice to all parties to the Loan Account.
 - (h) 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).
 - (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.
- 30.6 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.
- 30.7 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.
- 30.8 NatWest will not share your information with third parties for their own marketing purposes without your permission.
- 30.9 We may transfer your information to organisations in other countries (including to other NatWest 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.

30 Data Protection

Who we are

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

Your Information

- 30.1 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 NatWest companies and third parties.
- 30.2 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.
- 30.3 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.
- 30.4 Your information may be shared with and used by other NatWest 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.
- 30.5 We will not share your information with anyone outside NatWest 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;

31 Repayment

- (a) The whole of the Mortgage Balance Outstanding shall become due and payable to Ulster Bank Ireland DAC on the bankruptcy or 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) Notwithstanding Condition 32(a), in the case of Joint Accountholders, on the death of one of the Accountholders, the right and/or liabilities in respect of the joint Loan 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 Loan Account including, without prejudice to the generality of the foregoing, any right of lien, set off and/or combination of accounts.
- (c) 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.

32 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).

33 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.
- (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 facility.

34 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.

35 Use of Loan

Monies borrowed under the Ulster Bank Former CAM Mortgage must not be used for business or commercial purposes.

36 About us

- 36.1 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.
- 36.2 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
- 36.3 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@fspoi.ie.
- 36.4 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.
- 36.5 Textphone users please dial 1800 924 615.
- 36.6 Information is correct at time of going to print.
- 36.7 Ulster Bank Ireland DAC is registered with the Office of the Data Protection Commissioner. See www.dataprivacy.ie for a copy of our registration.
- 36.8 Authorised and regulated by the Central Bank of Ireland.
- 36.9 Ulster Bank Ireland DAC is registered in Ireland. Registration Number 25766 and Registered Office at Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18, D18 N153. The main business of Ulster Bank Ireland DAC is providing banking services and our principal place of business is Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18, D18 N153.
- 36.10 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.
- 36.11 The VAT number of Ulster Bank Ireland DAC is IE/9/E/61585W.



Effective from 23rd May 2024.

Ulster Bank Ireland DAC. A private company limited by shares, trading as Ulster Bank, Ulster Bank Group and Banc Uladh. 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.